



AGREEMENT BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

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



JULY 1, 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 full-time faculty 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 of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

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

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

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

**ARTICLE 3**  
**EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this Agreement will prevail over District practices and procedures and over state laws 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 are within its scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

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

**ARTICLE 5  
WAIVER OF BARGAINING**

Section 1. WAIVER:

- A. This Agreement will constitute the full and complete commitment between both parties and will 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 or matter, and the District and the Federation expressly waive and relinquish the right to bargain collectively on any subject or matter:
1. Whether or not specifically referred to or covered in this Agreement;
  2. Even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement;
  3. Even though during negotiations the subjects or matters were proposed and later withdrawn;

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

It is understood and agreed that the specific provisions contained in this Agreement will 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.

**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 in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there 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. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:**

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

### **Section 3. NEW EMPLOYEE ORIENTATION:**

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

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

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

### **Section 4. EMPLOYEE LISTS:**

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

### **Section 5. FEDERATION OFFICIALS:**

The Federation 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 6. 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 7. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each

college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

#### Section 8. EQUIPMENT USAGE:

The Federation 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 9. FACILITIES USAGE:

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

#### Section 10. POSTAGE MACHINE:

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

#### Section 11. TELEPHONE USAGE:

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

#### Section 12. DUES AND DEDUCTIONS:

- 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 Federation member and pay to the Federation the normal and regular monthly Federation membership dues 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 employee’s 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 authorizations(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 will be deducted from warrants for each month of the twelve (12) month fiscal year.
- F. Indemnification of the District

The Federation will 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 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:
    - i. Educational Coordinating and Planning (ECPC);
    - ii. Equal Employment Opportunity (EEO);
    - iii. Curriculum and Instruction.
  2. The Federation/District Consultation process (Article9, Section 13) may be used by either party to discuss the subject areas covered under Section 14A of this article.
  3. Other committees to which appointments by the Federation can be made will be determined only through mutual agreement between the Federation and the College President.

Section 15. RELEASED TIME:

A. For Federation Officers

1. The District agrees to provide the Federation released time of the equivalent of two and six tenths (2.60) FTE for the conduct of Federation activities.
2. Such released time will be agreed to and scheduled prior to the beginning of each semester according to the following:
  - a. A unit member may be released one (1) FTE per year except in cases where the College 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 B1 Lecture, Class IV, Step 4.
3. The cost of the one and ninety-five hundredths (1.95) FTE 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 sixty-five hundredths (0.65) FTE which will be utilized before the Federation is charged.
4. The Federation will provide the Chief Human Resources Officer with a list of

officers and associated released time for the academic year three (3) weeks prior to the beginning of the academic year.

B. For Federation Executive Council Members' or Delegates' Attendance at Conferences and Seminars

1. The District agrees to grant to the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment 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 B1, Class IV, Step 4.

C. For Negotiations

1. A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee 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).

D. 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) unit 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 member involved.

## **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, the Federation will have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 20.

## **ARTICLE 11 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 processes regarding health, safety, sanitation, and security concerns.

### Section 3. REPORTING VIOLATIONS:

- A. Unit members are required to report safety concerns that they observe to their supervisor, the DWFSC, the campus safety committee, or the Director of Environmental Health & Safety. Unit members may also submit an online work order for health and safety issues, which will allow the member to track the progress and view the status of any actions taken.
- B. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District 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 & 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 12**  
**HOURS, WORKLOAD, CLASS SIZE**

Section 1. WORK WEEK:

- A. All contract/regular and full-time temporary faculty, including special assignment faculty (Article 12 Section 1(B)-2(G)), will provide a full professional work week of forty (40) hours per week. Of the forty (40) hour work week, an average of five (5) hours per week will be dedicated to extracurricular involvement (unassigned time) in district governance and service to the campus and District.
  
- B. Full-time instructional and noninstructional faculty may agree to teach classes and/or perform services in addition to their full-time assignment. In such cases, compensation will be in accordance with the salary schedule for full-time faculty overload. Full-time faculty are limited in overload assignments to not more than forty percent (40%) of a full-time assignment per semester, not to exceed six (6) LHE. Short-term not-for-credit classes will not count as part of instructor load, but will be limited to forty (40) hours maximum per semester without the College President's approval. All overload assignments will require prior approval from the appropriate administrator.
  
- C. All 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. FACULTY ASSIGNMENTS:

A. Instructional Faculty

- 1. All full-time instructors will be assigned the equivalent of fourteen (14) to sixteen (16) lecture hours equivalent (LHE) per week. This may be adjusted to twelve (12) to eighteen (18) (LHE) in individual instances by mutual agreement. Teaching loads will be balanced over a two (2) semester period to achieve the equivalent of twenty-nine (29) to thirty-one (31) lecture hours per year, with every reasonable effort made to assign thirty (30) LHE per academic year. In the event that an instructor is assigned more than thirty (30) LHE in an academic year the instructor will be paid on Schedule B for LHE's in excess of thirty (30).
  - a. Teaching assignments will be scheduled within a daily span of time of nine (9) hours or less. If deemed appropriate by management, exceptions may be allowed when the canceling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by mutual agreement with the instructor.
  
  - b. At least fifty percent (50%) of a full-time instructor's teaching assignment must be onsite with no more than fifty percent (50%) of their teaching

assignment performed via a virtual medium. The expectation is that a full-time instructor's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online assignment. Exceptions may be approved by the College President.

- c. Instructional faculty are required to complete at least twenty (20) hours weekly (office hours and student contact hours in lecture or laboratory class).

2. Office Hours:

- a. All instructional faculty are required to hold five (5) office hours per week unless those office hours cause the unit member to exceed twenty-two (22) contact hours (Schedule A teaching hours plus office hours). In such cases, office hours will be reduced to four (4) hours per week. Contact hours resulting from overload will not be counted towards the total of twenty-two (22) contact hours.
- b. At least one (1) office hour will be scheduled by unit members on each day they do not have classes scheduled on campus. All office hours will be posted conspicuously for students as well as identified on all course syllabi and the learning management system.
- c. Office hours may be scheduled any time beginning two (2) hours before or two (2) hours after the unit member's scheduled classes for the day, except that office hours may not be scheduled before 7:00 AM or after 9:00 PM. Office hours may be scheduled outside of this window with the approval of the appropriate administrator.

The time requirement for office hours will be calculated the same way that classroom instruction contact hours are calculated. See Table 12.1. The unit member must schedule office hour sessions in blocks corresponding to the allowed session minute blocks shown in the table. The sum of the unit member's scheduled office hours for the week must total at least five (5) (four (4) for unit members under Section (2)(a)) contact hours, with no scheduled office-hour session being less than fifty (50) minutes. Exceptions may be approved by the appropriate administrator.

Table 12.1

Office Hour Session Minutes	Equivalent Office Hour Contact Hours	Office Hour Session Minutes	Equivalent Office Hour Contact Hours
50	1.0	185	3.3
65	1.3	190	3.4
70	1.4	195	3.5
75	1.5	200	3.6
80	1.6	205	3.7
85	1.7	210	3.8
90	1.8	215	3.9
95	1.9	230	4.0

110	2.0	245	4.3
125	2.3	250	4.4
130	2.4	255	4.5
135	2.5	260	4.6
140	2.6	265	4.7
145	2.7	270	4.8
150	2.8	275	4.9
155	2.9	290	5.0
170	3.0		

One (1) virtual office hour per week may be performed via an interactive medium which is identified in all course syllabi and on the appropriate learning management system at the start of each term. The day and time of the virtual office hour must be approved in advance by the supervisor. Instructors teaching sections which are more than fifty percent (50%) online will have one (1) virtual office hour scheduled via an interactive medium, i.e., learning management system, or video conferencing service. Office/personal conference calls are not acceptable as an “interactive medium”. In addition, the unit member will clearly state on the schedule card details of how to contact the unit member during the virtual office hour. Consistent with the requirements for virtual office hours above, unit member’s approved for more than a 50% online assignment in a given semester, may hold a second virtual office hour for that semester.

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

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

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

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

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

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

B. Special Assignment: Counselors

1. The basic work year of the counseling faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each counselor on an extended- contract basis will be determined by management.
3. Of the forty (40) hour work week, thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching) meetings, staff development activities, faculty consultations, and/or other professionally related activities as authorized and/or directed by the administration. Assignments will be consistent with the approved statements of duties and responsibilities for each position. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
4. Counselors who have teaching responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Counselor's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
5. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the counselor and the administration.
6. At least fifty percent (50%) of a full-time counselor's assignment must be onsite with no more than fifty percent (50%) of their assignment performed via a virtual medium. The expectation is that counselor's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

C. Special Assignment: Librarians:

1. The basic work year of the library faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis will be determined by management.
3. Of the forty (40) hour work week, thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching), meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
4. Librarians who have teaching responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Librarian's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
5. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the librarian and the administration.
6. At least fifty percent (50%) of a full-time librarian's assignment must be onsite with no more than fifty percent (50%) of their assignment performed via a virtual medium. The expectation is that Librarian's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

D. Special Assignment: College Nurses:

1. The basic work year of the college nursing faculty will consist of the same number of duty days assigned to the full-time instructional faculty.
2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis will be determined by management.
3. The Of the forty (40) hour work week, thirty-five (35) hours will be assigned nursing duties, office hours (if teaching), meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.

4. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the college nurse and the administration.
5. The expectation is that College Nurse's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

E. Special Assignment: Faculty Coordinators:

1. It is acknowledged by the Federation and the District that faculty coordinators are part of the bargaining unit. Faculty coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the faculty coordinators will consist of the same number of duty days assigned to the full-time instructional faculty.
3. The number of additional days, if any, to be worked by each faculty coordinator on an extended-contract basis will be determined by management.
4. Of the forty (40) hour work week, includes thirty-five (35) hours will be assigned duties which may include teaching responsibilities, office hours (if teaching), meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration. Work assigned beyond the assigned duty days as provided in the faculty member's contract for the year, will be considered overload and the faculty member will be compensated per the appropriate salary schedule in Exhibit A of this agreement.
5. Faculty coordinators who have instructional responsibilities as part of their contract assignments will have the thirty-five (35) hours of assigned duty time reduced by the number of hours equivalent to the percentage of load that equals the instructional assignment. For example: A three (3) LHE class equates to twenty percent (20%) of a full-time (15 LHE) instructional load ( $3 \text{ LHE} / 15 \text{ LHE} = 20\%$ ). Since 20% of the Coordinator's load has been reassigned, only 80% of the full-time load remains to be assigned, which equates to twenty-eight (28) hours ( $35 \text{ hours} \times 80\% = 28 \text{ hours}$ ).
6. No later than the last day of the Spring semester, unit members will submit their annual proposed duty-day calendar for the subsequent fiscal/academic year. Duty days and hours will be assigned by management after consultation between the faculty coordinator and the administration.
7. At least fifty percent (50%) of a full-time faculty coordinator's teaching assignment must be onsite with no more than fifty percent (50%) of their coordinator assignment

performed via a virtual medium. The expectation is that faculty coordinator's assignment will include onsite teaching/service and that a faculty member will not be assigned a 100% online/remote assignment. Exceptions may be approved by the College President.

Section 3. PROFESSIONAL OBLIGATION:

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

Section 4. 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 5. 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 6. LECTURE HOUR EQUIVALENTS FOR LARGE GROUP INSTRUCTION:

Lecture hour equivalent (LHE) value for Large Group Instruction classes 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

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

All sections will be assigned by management, including Large Group Instruction, with the consideration and collaboration with the full-time unit member. 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 7. FACULTY LOAD (LHE) FOR ASSIGNED CLASSES:

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

#### Section 8. CALENDAR:

Duty days will be one hundred seventy-eight (178) in each academic year for all instructional faculty, including Department Chairs, and one hundred seventy-eight (178) in each fiscal year for special assignment faculty, Duty days will start on the Wednesday immediately preceding the start of each primary Fall semester and the Thursday immediately preceding the Spring semester.

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

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

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

#### Section 9. LABORATORY HOUR EQUIVALENTS:

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

#### Section 10. SPECIAL COURSES:

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

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

Section 11. CANCELLATION OF COURSES:

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

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article 12, Sections 1 and 2.

Section 12. REASSIGNED TIME

- A. Reassigned time is the temporary modification of the current assignment of a full-time faculty member for a specified amount of time.
- B. The person reassigned retains their original status-under the specified discipline they were originally hired; but will assume other responsibilities temporarily. Examples: Accreditation Coordinator, Student Learning Outcomes Coordinator, Pathways Coordinator, Academic Senate.
- C. Temporary Reassigned time may be requested by a faculty member or administrator.
- D. Temporary Reassigned Time/Reassignment must be mutually agreed upon by faculty and administration.
- E. Length of Temporary Assignment must be mutually agreed upon by faculty and administration.
- F. Approval of temporary reassigned time is decided by administration.

Section 13: DEPARTMENT CHAIR REASSIGNED TIME:

A. Reassigned Time:

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

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

FTEF >125	<u>0.6</u>
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For example, consider a department that consists of biology, chemistry, geology and physics. Below is the table of the FTEF for this department.

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

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

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

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

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

**B. DUTIES:**

1. A department chair will:
  - a. Attend and participate in regular and special meetings of department chairs as organized by the Office of the President, Office of Instruction, and/or Office of Student Services, as appropriate.
  - b. Assist with the implementation of academic processes and procedures, including course substitution petitions, credit by exam, prerequisite challenges, and academic (“new faculty”) position requests.
  - c. Act as a liaison between the division Dean and the department faculty.
  - d. Assist in the development and continuing review and evaluation of departmental curriculum and programs in collaboration with the department faculty. This includes:
    - i. coordination of the regular submission of program review reports
      1. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time unit member, the chair will work with the appropriate administrator to identify a unit member (either full-time or part-time) to develop the report on behalf of the program.
    - ii. coordination of the regular assessment, compilation, evaluation, and

- report of course and program student learning outcomes conducted by all full-time department faculty.
    - iii. coordination of the review and revision of course outlines at least once every five (5) years.
    - iv. collaboration with program advisory committees, as appropriate.
  - e. Chair department meetings on dates and at times not in conflict with any instructional duties of faculty.
  - f. Prepare and post department meeting agendas and/or notes/minutes to a common repository accessible by all department members.
  - g. Assist in the coordination of the orientation and evaluation of full-time and part-time unit members in matters related to instruction and institutional practices, protocols, and procedures.
  - h. Advise unit members regarding the recruitment and evaluation procedures.
  - i. Coordinate the department response to class schedules recommended by administration.
  - j. Coordinate department recommendations.
- C. Annual Review – The appropriate administrator will meet with the department chair at least once each academic year to review the performance of the department chair in their duties and responsibilities as department chair. This review will not be a part of the unit member’s evaluation process per Article 13, Section 2, nor will it be included in the unit member’s personnel file. This section is not subject to the grievance provisions of this contract.

Section 14. REASSIGNED TIME FOR ACADEMIC SENATE:

A. Reassigned Time:

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

B. Duties:

A unit member may be reassigned to perform faculty senate duties described above except in cases when the College President determines that such reassigned time would have a significant adverse impact upon the college program. The reassigned time in addition to a unit member’s regular assignment will equal a full-time assignment.

Section 15. COMPENSATION FOR COMPLETION OF PROGRAM REVIEW REPORT OUTSIDE OF UNIT MEMBER’S DISCIPLINE

- A. A unit member identified to develop the program review report on behalf of a program that

does not have a full-time unit member will be compensated for hours spent completing the report up to a maximum of ten (10) hours logged on the appropriate timesheet (Appendix C) at the unit member's Schedule B lab rate. For unit members completing a program review for the first time outside of their discipline, they will be compensated for hours spent completing the program review up to a maximum of fifteen (15) hours logged on the appropriate timesheet (Appendix C) at the unit member's Schedule B lab rate. Payment will be made the next pay date after the completed report is submitted to the District Payroll department.

Section 16. ASSIGNMENT:

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

## **ARTICLE 13 EVALUATION OF FACULTY**

### Section 1. DEFINITIONS:

- A. Contract/Tenure Track (California Education Code Sections 87601, 87602)
- B. Regular (Tenured) (California Education Code Sections 87601, 87602)
- C. Temporary (grant and categorically funded and one-semester and one-year temporary) (California Education Code Sections 87470, 87478, 87480, 87481, 87482)

### Section 2. EVALUATION PROCESS:

#### A. PURPOSE

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

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

#### B. FREQUENCY

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

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

#### C. PROCEDURES

##### 1. Provisions

Contract provisions for the evaluation of the contract/tenure-track academic faculty will be clarified for tenured faculty and supervisors early in the academic year by

District and Federation representatives.

## 2. Committee Composition

- a. Contract/Tenure Track - A contract unit member's evaluation committee will consist of three (3) members, including two (2) tenured department members (from contract unit member's discipline, whenever possible) and the immediate supervisor (or their designee excluded from the bargaining unit. There will not be a designee for the first semester except in an emergency.). If the department of the contract unit member does not have two (2) tenured faculty, division members may be used. In the event a committee member is unable to fulfill their duties, the selection process in section C(3)(a) below will be followed with the exception that no further committee augmentation may occur. Whenever possible, changes to committees will occur during spring semesters to not impact the fall tenure review timeline.
- b. Regular/Tenured – The evaluation team will consist of a peer reviewer and the immediate supervisor, or their designee excluded from the bargaining unit.

## 3. Committee Member Selection

- a. Contract/Tenure Track- Faculty members will be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one (1) of two (2) faculty members on the committee. At the request of the contract unit member and based on sufficient cause, the committee may be augmented by one (1) member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation will receive input from both the contract unit member and the committee.
- b. Regular/Tenured - The peer reviewer will be a tenured faculty member and should be selected by the immediate supervisor from a list of three (3) names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division, or a regular (tenured) faculty member that routinely works with the faculty member being evaluated. With prior approval from the immediate supervisor, the regular (tenured) faculty member may offer one (1) or more names for peer review section from a different department, division and/or campus.

## 4. Confidentiality

Except for persons who are in a need-to-know position, the evaluation process will be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a

material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed will be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision will be subject to appeal to the College President who will ~~will~~ render a final decision within five (5) working days.

5. Supervisor's Responsibility

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

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

a. Contract/Tenure Track Faculty

- i. The contract unit member meets with their evaluation committee to review the evaluation regulations and criteria, evaluation process and procedures, and timelines. The contract unit member will be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
- ii. Contract unit members will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of their evaluation committee. The person being evaluated will be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract unit member will provide the observer a brief (instructional) plan prior to the visitation.
- iii. For online class visitations:
  1. The evaluation team will be granted access to the unit member's learning management system (e.g., Canvas) page for one week to access one week/one module for the class.
  2. Unit members will advise the evaluators how regular and substantive interaction is achieved, both faculty to student and student to student.
  3. Synchronous online courses will be visited and evaluated following the procedure for face-to-face classes.
  4. 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.
- iv. Committee member(s) will administer a standard District evaluation questionnaire to students in at least one (1) class of each of the

contract unit member's preparations. If the questionnaire is administered in-person to students, the questionnaire will be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract unit member, allowing students a minimum of fifteen (15) minutes to complete the form. The contract unit member will not be present at the time. For face-to-face classes, student evaluations may be administered virtually, at the discretion of the area administrator. When administering virtual student evaluations for face-to-face classes, the same procedures will be used as for student evaluations for distance education courses. (In the event the contract unit member has a non-teaching assignment, the student questionnaire will be administered to an appropriate number of students associated with the individual's assignment.) For a class taught in Distance Education, the student questionnaire will be made available to students for a minimum of five (5) days. Standard District evaluation questionnaires for students will be used for (1) face-to-face classes, (2) online/hybrid classes, (3) counselors, (4) librarians, (5) college nurses, (6) athletic coaches, and (7) faculty coordinators.

- v. All student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the contract unit member upon the completion of the semester. Nothing in these provisions will preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.
- vi. The committee will meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from this article, Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.
- vii. The committee meets with the contract unit member to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract unit member may offer their own additional performance assessment to be incorporated into the plan for improvement.
- viii. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation (self-evaluation, summary evaluation, student questionnaires, and classroom visitations and observations, educational discussions, peer review, etc.) will be submitted by the committee to the College President through the corresponding Vice President.

- ix. The College President will make a recommendation to the Chancellor and to the Board of Trustees. However, if the College President does not concur with the evaluation committee's recommendation, they will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the College President's and the committee's recommendation will be forwarded to the Chancellor and Board of Trustees, with the same pertinent documentation that was previously provided to the College President.
  - x. For faculty first hired as tenure-track in the spring semester, please refer to Section 4 (A) of this article for the abbreviated evaluation process for that "zero semester."
- b. Regular/Tenured Faculty
- i. The evaluation plan will consist of evaluation procedures and criteria from this article, Sections 2(E) and Section 3 which may include, but are not limited to:
    1. educational discussions with peers and/or immediate supervisor (for instructional faculty, no more than one of the classroom visitations may be replaced with an educational discussion)
    2. classroom visitations and observations
    3. video taping of class sessions
    4. peer review
    5. written and/or oral student evaluations of the unit member
    6. appropriate service or activities
  - ii. Student questionnaires are a required part of evaluation, to be administered to students in two (2) different courses, or in two (2) sections of the same course if unit member teaches only one (1) course. All student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the regular (tenured) unit member upon the completion of the semester. Nothing in these provisions will preclude student evaluations during any semester, regardless of whether the regular evaluation is being conducted.
  - iii. Between the 5th and 15th weeks (proportionately adjusted for short-term courses), the evaluation plan is typically carried out and completed.
  - iv. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor, or their designee excluded from the bargaining unit, will meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member

and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement will be articulated in writing that clearly identifies: (1) areas of deficiency from Article 13 Section 2(E) and Section 3; (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer their own additional performance assessment to be incorporated into the plan for improvement.

- v. The summary written evaluation report will be prepared by the immediate supervisor, or their designee excluded from the bargaining unit. The summary evaluation will take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.
- vi. The unit member will have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which will thereafter be forwarded to the College President through the appropriate Vice President.

#### D. COMMITTEE COMPENSATION

1. Each faculty committee member will receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for each year they serve on the evaluation committee and completes the evaluation cycle of a contract/tenure track unit member. To be eligible to receive the compensation, counselors, librarians, college nurses, faculty coordinators, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article 12, Section 1. WORK WEEK.
2. Each first-year contract/tenure review faculty will have a faculty advisor for the first semester, including zero semester hires, whose function is to serve as a guide to the institution and its culture, as a teaching resource, and/or as a role model. The advisor will not be a member of the evaluation committee. The process for selecting the faculty advisor will be the same as the process for selecting faculty for the contract/tenure review faculty evaluation committee. The goal of advising is to help new unit members acclimate to the formal and informal norms of the department, college, and the District. Each faculty advisor will receive up to five (5) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule B2 Lab rate for the first semester of a first-year contract/tenure track unit member.

#### E. OTHER EVALUATION PROCEDURES FOR CONTRACT AND TENURED FACULTY

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor or their designee excluded from the bargaining unit conducts a "duties and responsibilities evaluation" in accordance with District Policy. The unit member will be evaluated on any and all professional responsibilities outlined in Administrative Regulation 7122, including requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, attending meetings, serving on committees, advising students, and participation in curriculum, program review and annual updates, college and/or district committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).
  - b. This includes faculty on special assignment. Faculty on special assignment will also be evaluated on the basis of criteria established in the job description.
2. Records Evaluation
- a. Unit member will submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, counseling processes and forms, etc.
3. Professional Activities Evaluation
- a. Unit member will submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.
4. Self-Evaluation
- a. Unit member will submit to the committee a written evaluation of their job performance with respect to the criteria on which they are being evaluated. The self-evaluation will require the unit member to demonstrate an understanding of diversity, equity, inclusion and accessibility (DEIA) competencies and anti-racist principles, and how they have put those principals into practice to improve equitable student outcomes and course completion.
5. Relevant Input for Outside of Formal Evaluation Process
- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to the supervisor) and verbal complaints, concerns, or commendations of a consistent, recurring nature that have been previously addressed with the unit member.
  - b. For Coaches, the immediate supervisor will also consider relevant input from the Athletic Director/Dean, regarding items listed in Section (3)(2b) of this Article (Athletic Coaches Criteria)

- c. The unit member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.
6. Computer Proficiency – Additional requirement for contract faculty - No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract unit members must be knowledgeable and be able to demonstrate day-to-day computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract unit member will be able to demonstrate day-to-day proficiency as to particular computer applications designed to meet the needs of students in the unit member's teaching field or other work area, as determined by the evaluation team and department.

### Section 3. EVALUATION CRITERIA:

All faculty will be evaluated based on the following criteria:

#### 1. STUDENTS

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

#### 2. PROFESSIONAL RESPONSIBILITIES

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

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

#### A. Instructional Faculty – Criteria

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in the field.
- c. 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.

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

#### B. Athletic Coaches Criteria

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

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

- j. individuals, all to improve equitable student outcomes and course completion; and Assume duties and responsibilities as delegated or assigned by the administration, Athletic Director/Dean, or head coach as they relate reasonably to the coaching assignment.
- k. Win-loss record will not be considered.

C. Faculty Coordinators Criteria

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

D. Counselors Criteria

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.;
- b. Maintenance of counseling session records in accordance with District Policies;
- c. Effective use of counseling methods appropriate to student need;
- d. Knowledge of subject matter;
- e. 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.
- f. Awareness of current developments and research in the field;
- g. Demonstration of effective communication with students;
- h. Demonstration of respect for all students through the development of a warm and accepting environment;
- i. Maintains confidentiality of the counseling session; and
- j. Participation in curriculum, program review and annual updates, college and/or

District committees and other shared governance activities, and assessing student learning outcomes as a function of the departmental program review process to improve student learning (not to evaluate individual faculty performance).

E. Librarians Criteria

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

F. College Nurses Criteria

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

#### Section 4. EVALUATION TIMELINE:

##### A. Instructional Faculty and Special Assignment Faculty

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

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

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

The following items are not required to be completed in any particular order during the required weeks:

1. Weeks 1-2 of the Fall or Spring semester
  - a. Once a training is jointly developed and approved by Human Resources, the Federation and the Academic Senates of all four colleges, a joint team from Human Resources, the Federation and the four Academic Senates will meet with all evaluators and evaluatees during the first two weeks of the Fall or Spring semester to ensure that all have a uniform understanding of the DEIA competencies and criteria, the expectations regarding a unit member’s performance related to the competencies and criteria, and best practices on how to assess that during the evaluation process.
2. WEEKS 1 – 4 (Proportionately adjusted for short-term courses)
  - b. Tenure committee established by division Dean;
  - c. Committee orientation meeting convened by immediate supervisor, or their designee excluded from the bargaining unit, serving on committee;
  - d. Committee meeting with unit member to discuss evaluation process and timelines;
  - e. Immediate supervisor, or their designee, begins "duties and responsibilities"

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

Section 5. RIGHT TO GRIEVE AND RECONSIDERATION:

A. RIGHT TO GRIEVE

- 1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) unit member, the effected contract unit member will have the right to grieve such negative decision in accordance with the provisions of Education Code section 87610.1.
- 2. Allegations that the District, in a decision to reappoint a contract (probationary) unit

member, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) unit member will be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

B. RECONSIDERATION

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

Section 6. EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least seventy-five percent (75%) of the position's full-time assignment in the academic year will not alter the employees' temporary status. Such employment may be terminated at any time without regard to termination proceedings in this Agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) unit members.
- B. Collective bargaining agreement, Article 13, Section 2, Section 4, and Section 5 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year in a budgeted full-time position.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article 13, Sections 2(E) and Section 3 will apply to temporary faculty who serve at least seventy-five percent (75%) of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least seventy-five percent (75%) of the academic year:
  - 1. Temporary faculty will be evaluated (at least) as follows:
    - a. Their performance during their first semester of teaching or service.
    - b. Their performance during their second and/or third semesters of teaching or service.
    - c. Their performance over every six (6) semesters of teaching or service thereafter.
  - 2. The evaluation process of temporary faculty will include the following:

- a. Classroom visitation(s) by peer reviewer and immediate supervisor or their designee. Visitation dates and times will be scheduled within a three (3) week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
  - b. Student questionnaires administered by peer reviewer or immediate supervisor, or their designee excluded from the bargaining unit. The student questionnaire results will be made available to the evaluation committee prior to week fourteen (14) (proportionately adjusted for short-term courses) and to the temporary employee upon completion of the semester.
  - c. The results of the evaluation will be discussed with the temporary faculty member;
  - d. The unit member will receive a copy of the final written evaluation;
3. 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 14**  
**CLASS ADVANCEMENT SALARY SCHEDULE**

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement will be made by the respective college evaluation committee.
1. Each College President will designate an administrator, which may be the same as the one (1) serving on the college evaluation committee, who will collect all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and ensuring that these supportive documents are retained in appropriate college files following committee action.
  2. Each college committee will consist of one (1) administrator from each college (to be appointed by the College President) and one (1) faculty member from each division at Fresno City College, one (1) faculty member from four (4) different disciplines at Reedley College, and one (1) faculty member from six(6) different disciplines at Clovis Community College, and one (1) faculty member from each division at Madera Community College,. The faculty members will be selected for the respective college committees by each college's Academic Senate President. Each committee will elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding academic year with the administrator designated by the College President to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence, as deemed appropriate by Human Resources, must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the designated administrator on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating their claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision will be included on the notarized statement form.
- D. Committee recommendations for salary class advancements will be forwarded to the office of the College President by Wednesday of the first (1st) week of instruction for their review and comment and for filing with the Vice Chancellor, Human Resources or designee by Wednesday of the second (2nd) week of instruction.
1. The recommendation sent to Human Resources must include:
    - a. The current class and the new class being requested.
    - b. The total number of new semester units being submitted for review.

2. Late or incomplete submissions to Human Resources may not be accepted.
- a.
- E. All recommendations for salary schedule class advancement must receive final approval from the Vice Chancellor, Human Resources or their designee. If approval is granted, the class increase will normally be effective in September of the respective year, retroactive to the start of the faculty member's current contract.
  - F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.
  - G. Salary Advancement Unit Requirements:
 

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

    1. Semester 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 accredited 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 units are one of the following: [1] required for a or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] recognized by the College Evaluation Committee as contributing to the unit member's effectiveness in their assignment.
      - b. In order to obtain prior approval for any lower-division course work, each applicant must submit to the College Evaluation Committee the proper application form. Not more than twenty percent (20%) of the total semester units required for advancement from one (1) column to the next may be lower-division semester units in any case. See exception for the 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 College 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 units that fit in this category. See exception for faculty in disciplines not requiring a masters 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 trainings 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 advanced 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.

**ARTICLE 15**  
**FACULTY RIGHTS**

Section 1. FACULTY RIGHTS:

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

Section 2. USE OF FACILITIES:

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

Section 3. COMMENCEMENT ATTIRE:

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

**ARTICLE 16**  
**TRANSFER AND REASSIGNMENT**

Section 1. VOLUNTARY TRANSFER:

- A. Voluntary transfer is defined as a transfer between two Colleges within the District or as a transfer between a College and the District Office.
- B. Voluntary transfer is initiated by the unit member by submitting an eligible transfer application through the District website.
- C. Any regular (tenured) unit member, or unit member who will acquire tenure by the start of the transfer assignment, may request a transfer from one (1) college to another college where their training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
- D. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies on the District website.
- E. A regular (tenured) unit member may transfer within the District to a vacant faculty position for which they are qualified once all of the following conditions occur and are completely satisfied:
  - 1. Transfer opportunities will be announced via District email and will be posted on the District's website for transfer for a five (5) calendar-day period.
  - 2. Transfer applicants will submit to the Human Resources Department a complete transfer application containing a letter of interest on why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
  - 3. Human Resources will review the submitted applications for eligibility and will notify the area administrator of any eligible submissions.
  - 4. The selection committee reviews the request for transfer and makes one (1) of the following recommendations:
    - i. recommends to not accept the request for transfer
    - ii. requests an interview with the applicant requesting to transfer
  - 5. If an interview is recommended, following the applicant interview and within fifteen (15) business days of receipt of the files from Human Resources, the selection committee will reach one (1) of the following recommendations regarding the applicants:
    - i. acceptance of request to transfer
    - ii. rejection of request to transfer
  - 6. If the request to transfer is rejected, Human Resources will notify the applicant.
  - 7. If the recommendation is to accept the transfer, the request is forwarded to the

College President. The College President, Vice President and/or designees may interview the candidate.

8. If the College President does not accept the selection committee's recommendation, they will meet with the department selection committee and discuss the reason(s) for not accepting the selection committee's recommendation.
  9. If the College President accepts the transfer, the candidate is notified by the appropriate administrator and a recommendation is made to the Board of Trustees.
- F. Any such transfer will be considered permanent only once the Board of Trustees approves the transfer.
- G. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
- H. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer will be considered permanent.

#### Section 2. INVOLUNTARY TRANSFER:

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

#### Section 3. SPLIT ASSIGNMENT:

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

#### Section 4. POSITION REASSIGNMENT:

- A. Position Reassignment is defined as a change of assignment to a different position within the same college.

- B. The area administrator, with approval of the College President, may fill vacancies within the same college with other qualified unit members.
- C. Any reassignment will be considered permanent only once the Board of Trustees approves it.
- D. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the reassignment.

Section 5. REASSIGNED TIME:

A. Reassigned time is administration temporarily modifying the current assignment of a full-time faculty member for a specified amount of time. Temporary reassigned time is found in Article 12 – Hours, Workload, Class Size.

**Article 17**  
**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.
- B. Every unit member will have the right to inspect material in their personnel file at any time mutually convenient to the unit member and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.
- C. The District may charge a fee for requesting copies of materials in the personnel file previously provided to the unit member. The fee will be established by District administration.
- D. 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 given an opportunity to respond.
- E. A unit member is entitled to know the identity or source of all such complaints, including if a complaint comes from an anonymous source. The fact that a complaint comes from an anonymous source does not preclude the District from acting on such complaint if the content of the complaint, if true, would be a violation of a District, College or Department policy or procedure. (Any retaliatory action by a unit member will be deemed to be unprofessional conduct.)
- F. The unit member will acknowledge that such material has been read by affixing their signature and the date on the actual copy to be filed, with the understanding that their signature signified only that the material has been read and does not indicate agreement with its contents.
- G. 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.)
- H. The content of material in personnel files will not be subject to Article 20, Grievance and Arbitration Procedure of this Agreement.
- I. The official files for all personnel (e.g., application, transcripts, employment record, etc.) will be housed and maintained at the District office, and may be maintained in an electronic format, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the College President's office, which also may be maintained in an electronic format.

- J. Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

**ARTICLE 18-A  
LEAVES WITH PAY**

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

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

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

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

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

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

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

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

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

- At the beginning of each academic year, every unit member will receive a sick leave allotment credit equal to their entitlement for the academic year. A unit member may use this credited sick leave anytime during the academic year.

6. Any unit member who is in paid status while on sick leave, sabbatical, or other paid leave will continue to earn all leave benefits to which entitled if employed full-time. A unit member who is on a leave of absence without pay will retain all accumulated sick leave benefits but will not accrue any additional sick leave benefits during such periods of absence.
7. Where a unit member has exhausted their sick leave benefits and is absent from work because of illness or accident, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member will receive fifty percent (50%) of their regular salary during the period of such absence up to a maximum of five (5) school months. This leave is referred to in this Agreement as “extended sick leave”.
8. Sick leave credit received by transfer from the previous employer of a new unit member will be accepted pursuant to the provisions and limitations provided in the Education Code.

It will be the responsibility of the unit member to notify the Human Resources Office, in writing, of the name and address of the District by which he/she was last employed and to request credit for the accumulated sick leave to which they are, or were, entitled at the time of separation.

9. All sick leave rights or accumulations will be canceled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
10. Any unit member will have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
11. A unit member may use their sick leave for purposes of parental leave for a period of up to twelve (12) work weeks. The amount of leave, when combined with other leaves under the California Family Rights Act (CFRA), will not exceed twelve (12) work weeks.
  - a. Unit members are not required to use sick leave while on parental leave, and may opt to stay in unpaid status. However, unit members are permitted to use sick leave during parental leave. There is no limit on the number of days of sick leave that a unit member may take during parental leave, but the parental leave will not exceed twelve (12) work weeks.
  - b. A unit member who takes, and exhausts, all available sick leave while on parental leave may receive extended sick leave for the remaining portion of the parental leave period. In no event will the application of paid sick leave and extended sick leave entitle the unit member to additional beyond the CFRA leave period.

- c. Unit members who are not eligible for CFRA leave, solely because they have not provided at least one thousand, two hundred fifty (1,250) hours of service in the twelve (12) months immediately preceding the request, are eligible to take parenting leave under this Article.
12. Unit members can access a current accounting of their accumulated sick leave on the District internet site.
13. 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. An electronic timekeeping system may be implemented to track absences and hourly assignments.
14. After a unit member is absent three (3) or more consecutive duty days, he or she will provide the administration, upon request, a statement from a health care provider verifying their fitness to return to duty. A member absent for more than three (3) duty days will notify their 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.
15. 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.
16. 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 for an extended period of time: unit member's parents, spouse/registered domestic partner, children, legal dependent, or other member of the immediate household. Catastrophic illness or injury requires the unit member to take time off from work for an extended period of time to care for themselves or an eligible individual, and taking time off work creates a financial hardship for the unit member because they have exhausted all of their sick leave and all other paid time off available to the employee. 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.

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

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

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 long-term illness.
4. All unit members may voluntarily participate in the Catastrophic Leave Bank program by:
  - a. Contributing one (1) day (equal to eight (8) hours) of sick leave during the first (1st) full month following the signing of this Agreement; or
  - b. Contributing one (1) day (equal to 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. The District will contribute one (1) sick leave day for each five (5) days of personal sick leave days contributed by participating unit members.
6. Whenever the Catastrophic Leave Bank becomes depleted, each participating unit member will be charged a maximum of one (1) additional day per year from their accumulated sick leave to restock the bank. Sick leave days placed in the bank by participating unit members are irrevocable and:
  - a. May not subsequently be withdrawn from the bank except
  - 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 through the process contained in in this section;
  - d. May not be withdrawn at the time of retirement and may not be used to extend a date of retirement or to receive service credit following a service or disability retirement;
  - e. May not be used retroactively for a previous unpaid absence.

- f. No sick leave hours may be transferred or donated to the bank any time after resigning or retiring.
7. A unit member may withdraw from participation in the Catastrophic Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.
  8. Eligibility to use Catastrophic Leave Bank days requires that a participating unit member must have:
    - a. Exhausted their personal sick leave days as well as all hourly sick accumulated and converted to daily sick leave;
    - b. Been incapacitated or absent for no fewer than thirty (30) consecutive calendar days.
  9. To apply for Catastrophic Leave Bank usage, the participating unit member must submit the following to the District Human Resources office:
    - a. a completed application on the District's form listing dates of absence to be granted in days 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.

10. There will be a maximum number of forty (40) withdrawal days per participating unit member per year, based upon the first date of request.
11. If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick time is not counted toward attainment of regular status, and will be treated the same as unpaid leave as it relates to tenure eligibility.
12. A participating unit member using Catastrophic Leave Bank days will not have to replace those days except as a regular contributing member to the bank.
13. Human Resources will provide the Federation President, upon request, an annual report of the number of days used in the previous academic year as well as the number of days remaining in the bank at the beginning of each academic year.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- A. For accidents or illnesses which are industrially-caused, unit members 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 them 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 or 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 or illness leave overlaps into the next fiscal year, the unit member will be entitled only to the amount of unused industrial accident and illness leave due to them for the same illness and injury.
7. Upon termination of the industrial accident and illness leave, the unit member will be entitled to the benefits provided in Education Code Sections 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.

(See Sick Leave, Article 18-A, Section 1).

8. During any paid leave of absence, the unit member will endorse to the District the temporary disability indemnity checks received due to 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.

9. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of their prior assignment, the District will meet with the unit member to discuss accommodations as required by state and federal law. If the District cannot provide a reasonable accommodation, the unit member will be separated from the District.

### Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, a leave of absence of 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 who must travel out of state 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 Charged to Sick Leave," Article 18-A, Section 5.
- B. "Member of the immediate family," as used in this section, includes any of the following:
  - Mother
  - Father
  - Sibling
  - Grandmother
  - Grandfather
  - Grandchild
  - Child
  - Step-parents
  - Step-children
  - In-law
  - Spouse or registered domestic partner and any of the aforementioned relations to the spouse or registered domestic partner
  - Any relative living in the immediate household of the unit member
- C. An extension of Bereavement Leave may be requested by the unit member. The District will make a determination on such requests in its sole discretion. Such extension will be without salary for the period of time covered by the extension.
- D. A Bereavement Leave of one (1) day per occurrence may be granted, without loss of salary, due to of the death of any close friend or relative not included as a "member of the immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.

- E. Bereavement Leave may be granted, without loss of salary for the time necessary to attend the funeral of a district colleague conditioned upon the following:
  - 1. The unit member receives written permission from the appropriate Vice President or their designee;
  - 2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class or disrupt services unless such unavailability is made unavoidable by the date and time scheduled for the funeral;
  - 3. Written application will be made to the appropriate Vice President or their designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.
  
- F. Bereavement Leave must be taken within six (6) months of the death of the immediate family member or close friend.

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 subsequent to, providing jury duty compensation.

Section 5. PERSONAL NECESSITY CHARGED TO SICK LEAVE:

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

Personal Necessity Leave may be used for the following reasons:

- A. The death of a member of the unit member’s immediate family (as defined in Section (3)(B) of this Article) when the number of days of absence exceeds the limit provided in Section (3)(A) of this Article.
- 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 a circumstance the unit member cannot reasonably be expected to disregard, (c) require the attention of the unit member during assigned hours of service, and (d) cannot be attended to during non-duty hours.
- D. Appearance in court as a litigant or as a witness under an official order.
- E. The birth of a child making it necessary for a unit member who is the parent of the child to be absent from their position during his assigned hours of service.
- F. Imminent danger to the home of a unit member occasioned by a factor such as flood or fire, serious in nature, which under the circumstance the unit member cannot reasonably be expected to disregard, and which requires the attention of the unit member during assigned hours of service.
- G. Personal necessity leave 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.

#### Section 6. SABBATICAL LEAVE:

- A. Sabbatical leaves will be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs that involve an appropriate program of organized study, research, or travel.
- B. Sabbatical leave application, processing, approval, and compensation for unit members will be in accordance with the following provisions:

1. Unit members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the unit member will have completed six (6) consecutive years of full-time service by the beginning of their sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until they have served on a full-time basis for at least six (6) additional consecutive years. A leave for professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.
2. Subject to the availability of funds and discretion of the District, the District will allocate sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges will be as follows: the number of leaves assigned to Fresno City College, Reedley College, Clovis Community College, and Madera Community College will be based upon the ratio of full-time unit members at Fresno City College, Reedley College, Clovis Community College, and Madera Community College to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the committee for sabbatical leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty will be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the College/Campus President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional programs, non-instructional programs and services to students.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. Prior to entering upon a sabbatical leave the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of sabbatical leave in the event said unit member fails to return and to render two (2) full years of service in the District following the completion of the sabbatical leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources. The unit member is expected to complete their sabbatical leave as indicated in their approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave will submit a formal standardized application to the appropriate committee for sabbatical leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The

committee at each college will consist of the Vice President of Instruction, acting as chairperson, all division Deans or those in comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.

- a. The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services area.
  - b. The committee at each institution will provide the College President with a recommended rank order of leave applications which will be submitted to the Chancellor, along with the College President's recommendations, if any, for subsequent presentation to the Board of Trustees.
  - c. Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which became available after the deadline date.
7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the committee for sabbatical leaves and for distribution among faculty, a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, will be forwarded through the College President's office to the Chancellor not later than one (1) semester after return to duty.
- If the committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one (1) additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim, through automatic payroll deduction, from the unit member that percentage of the sabbatical stipend that in the committee's viewpoint reflects the unit member's degree of incompleteness.
8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
- a. One (1) semester at one hundred percent (100%) of full salary, or
  - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's sixty-five percent (65%) salary payment and the outside remuneration does

not exceed one-hundred percent (100%) of what the unit member would receive on the regular faculty salary schedule. A proof of income statement completed and notarized by a Certified Public Accountant (CPA) is required to verify the unit member's income. Any excess amounts will adjust the District's sixty-five percent (65%) salary payment downward to maintain the one-hundred percent (100%) salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of their sabbatical leave also is not affected by the provisions of this section. Unit members, on a one (1) semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two (2) school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.

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

#### Section 7. GRANT LEAVE:

- A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or

foreign government. Such service should result in the unit member's rendering more effective service to the District upon return.

- B. Leave may be granted for a maximum of one (1) year.
- C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- D. District will pay retirement benefits and health and welfare benefits for the unit member on leave to the same extent as if the unit member were working in their regular assignment. District-sponsored health and welfare benefits will end if the unit member receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
- E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave. Prior to entering upon a grant leave, the unit member may choose one of two methods of compensation. Under Option I, the unit member must file a suitable bond indemnifying the District for any salary paid to the unit member during the period of grant leave in the event said unit member fails to return and to render twice the time approved for the grant leave in the District following the completion of the grant leave. Under Option II, the unit member may enter into a written agreement with the District to fulfill the obligations of the leave in lieu of filing a bond for this purpose, as set forth in Option I. Such an agreement form is available in the Office of Human Resources.
- G. Eligibility:
  - 1. The unit member will submit to the College President a request for Grant Leave;
  - 2. The request will be submitted at least one (1) semester prior to the semester in which the leave is granted;
  - 3. The College President will consider the Grant Leave request on the basis of enhancing the unit member's professional growth;
  - 4. The District contributions toward the unit member's regular salary will not exceed twenty (20) percent;
  - 5. Unit members on Grant Leave will not exceed two (2) at Fresno City College, one (1) at Reedley College, one (1) at Clovis Community College, and one (1) at Madera Community College;

6. The College President will forward the Grant Leave request to the Board of Trustees with a recommendation.

**ARTICLE 18-B  
LEAVES WITHOUT PAY**

Section 1. PERSONAL BUSINESS LEAVE:

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

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

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

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

### Section 3. PUBLIC OFFICE LEAVE:

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

### Section 4. HEALTH LEAVE:

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

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

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may, with approval of the College President, be granted a leave, in addition to the leave provided in Article 18-A, Section 1 (A)(11) above, for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.
- B. Any District-sponsored group health insurance, including life insurance and long-term disability insurance, will not continue through the District while the unit member is on Personal and Parental Leave. The unit member may elect to continue coverage as afforded through COBRA for the group health plans, or through the insurance carrier for life insurance. The long-term disability insurance is not eligible for continuance at the employee cost. Upon return from this leave, the unit member will be reinstated to all group and welfare benefits in accordance with eligibility rules. Any voluntary deductions the unit member may have, may be continued at the expense of the unit member, with the carrier's approval.
- C. Any such leave requires Board approval prior to taking such leave.
- D. There will be no loss of seniority, tenure, or other rights available under law because of such leave.

**ARTICLE 18-C**  
**OTHER LEAVE**

Section 1. MILITARY LEAVE:

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

## **ARTICLE 19 INSURANCE PROGRAMS**

### Section 1. MEDICAL INSURANCE:

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

The District contribution will be one thousand, one-hundred thirty-five dollars (\$1,135.00) per month per eligible unit member. The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected medical plan. If the premium is below the District's contribution, the District contribution will be the actual premium amount.

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

### Section 2. DENTAL INSURANCE:

- A. The District will provide a District-sponsored group dental insurance coverage for eligible unit members and their eligible dependents.
- B. The District will contribute a premium amount equivalent to the premium cost of the dental plan.
- C. District-sponsored group dental insurance coverage will remain in effect during approved leaves, except as otherwise provided in the respective leave provisions, providing unit

members pay, in accordance with insurance carrier requirements, District and unit member premium contributions. Failure to pay required premium will result in termination of coverage.

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

### Section 3. VISION INSURANCE:

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

### Section 4. LONG TERM DISABILITY INSURANCE (LTD):

- A. The District will provide long-term disability insurance coverage options for eligible unit members.
- B. Eligible unit members have the following long-term disability insurance coverage options depending on their date of hire:

#### 1. **Option 1 (Unit members hired on or before August 31, 2013):**

For eligible unit members hired into full-time benefited positions on or before August 31, 2013, the District will provide, at the District's expense, long-term disability insurance coverage. If the unit member separates employment from the full-time benefited position, the LTD benefit under this section will be lost. If the unit member is rehired into a full-time benefited position at a later date, they will be eligible to purchase a voluntary long-term disability plan as noted in Option 2. For unit members with a base salary of \$100,000 or more, additional supplemental voluntary long-term disability insurance coverage will be available to purchase at the unit member's expense during open enrollment, per the requirements of the carrier.

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

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

Unit members will become eligible for voluntary, long-term disability insurance coverage on the first day of the month following date of hire, upon prior completion of enrollment requirements.

- C. Long-term disability insurance coverage will remain in effect during approved unpaid leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided. Failure to pay required premium will result in termination of coverage.
- D. Unit members may refer to the plan document for their applicable policy to determine coverage as provided by the carrier.
- E. Should an eligible enrolled unit member be deemed disabled and approved for LTD benefits by the insurance carrier, the unit member may receive up to sixty percent (60%) of their current monthly salary with a maximum payout of five thousand dollars (\$5,000.00) per month. Unit members who have elected the supplemental voluntary long-term disability insurance coverage, known as the "buy-up" coverage, may receive up to sixty percent (60%) of their current monthly salary with a maximum payout of seven thousand dollars (\$7,000) per month.

**Section 5. LIFE INSURANCE:**

- A. The District will provide a District-sponsored group term life insurance coverage for eligible unit members and their eligible dependents. The amount will be fifty thousand dollars (\$50,000.00) level term for the unit member plus five thousand dollars (\$5,000.00) for eligible dependent coverage. The eligible dependent must be enrolled on the unit member's medical insurance plan.
- B. District-sponsored group term life insurance coverage will remain in effect during approved unpaid leaves, except as otherwise provided in the respective leave provisions, providing unit members pay, in accordance with insurance carrier requirements, District

and unit member premium contributions. Failure to pay required premium will result in termination of coverage.

- C. Unit members and their eligible dependents will become eligible for District-sponsored group term life insurance benefits on the first of the month following date of hire, upon prior completion of enrollment requirements.

#### Section 6. DISTRICT INSURANCE PREMIUMS CONTRIBUTIONS:

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

#### Section 7. RETIREE MEDICAL INSURANCE:

- A. The retiree medical insurance benefits will be effective for eligible unit members who retire from the District during the term of this Agreement.
- B. The retiree medical insurance program covers the medical insurance plan only. Benefits will not be offered nor provided in cash or cash equivalent in lieu of insurance. The dental, vision, and life insurance plans will terminate upon retirement. The dental and vision plans may be continued at the unit member's expense with the insurance carrier(s) under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The life insurance plan may be continued at the unit member's expense directly with the insurance carrier(s) within thirty-one (31) days from the date the insurance terminates. The long-term disability plan ends upon retirement and is not portable. Should the unit member have voluntary insurance deductions, they may be eligible to continue the insurance plans on an individual basis directly with the insurance carrier, subject to law and applicable plan documents.
- C. Eligible spouse/registered domestic partner and eligible dependents may be covered under the retiree medical insurance plan if enrolled on the medical plan at the time of retirement and if they remain continuously on the retiree medical insurance plan with no lapse in coverage. Upon death of retiree, the retiree medical insurance option, which includes enrollment on the District's group medical insurance plan, and the District contribution, will be terminated for both the surviving spouse/registered domestic partner and surviving dependents on the first day of the month following the retiree's death; unless the retiree medical insurance option chosen had a surviving spouse/registered domestic partner benefit in which case surviving dependents can only remain on the plan if the surviving spouse/registered domestic partner is still enrolled on the plan with no lapse in coverage.
- D. If a retiree or eligible surviving spouse/registered domestic partner drops the retiree medical insurance for any reason, or is terminated due to non-payment of premiums, they are not eligible to re-enroll or be reinstated in the District's retiree medical insurance program.
- E. The retiree and eligible surviving spouse/registered domestic partner enrolled on the retiree medical plan must enroll in Medicare Part A and Part B when first qualified.

- F. Unit members who retire from the District and elect a retiree medical option under this Article, and later return to work at the District in a capacity that makes them eligible for active employee medical insurance will no longer continue to receive retiree medical insurance benefits.
- G. To be eligible for the retiree medical insurance program, the unit member must have an effective retirement date with CalSTRS (or CalPERS, if applicable) no later than thirty (30) days after the unit member's last date in paid status with the District. Upon retirement from the District, eligible unit members will have the option to either opt out or make an election of one (1) of the following retiree medical insurance plan options:
1. **Unit Members hired on or before June 30, 2013:**
    - a. Option 1.1 A
    - b. Option 1.1 B
    - c. Option 2
  2. **Unit members hired on or after July 1, 2013:**
    - a. Option 1.2 A
    - b. Option 1.2 B
    - c. Option 2

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

When a unit member retires, if they have not met the age requirement at retirement but meet the years of service requirement at retirement, they can move from Option 1.1a to 1.1b when they meet the age requirement.

For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute two thousand, four hundred dollars (\$2,400.00) per year (\$200/month) conditioned upon the following:

1. The unit member has attained their fifty-fifth (55th) birthday;
2. The unit member will have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement.
3. The retiree is receiving their regular retirement allowance from STRS or PERS;
4. This benefit option terminates on the first day of the month in which the retiree reaches age of Medicare eligibility.
5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for the district contribution under this option until the first day of the month in which they reach age sixty (60). Prior to age sixty (60), the surviving spouse/registered domestic partner may continue coverage on the District's retiree medical insurance plan at their own cost. An eligible surviving spouse/registered domestic partner is the spouse/registered domestic partner

enrolled on the retiree's medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, or if there is a lapse in coverage, the spouse/registered domestic partner is not eligible to receive the benefits of this option.

6. The eligible surviving spouse's/registered domestic partner's benefit under this option terminates on the first day of the month the eligible surviving spouse/registered domestic partner reaches age of Medicare eligibility.
7. The eligible surviving spouse/registered domestic partner benefit under this option will terminate should the spouse/registered domestic partner re-marry or enter into a new registered domestic partnership.

B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District will contribute two thousand, seven hundred seventy-one dollars and thirty-four cents (\$2,771.34) per year toward the District-offered medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, for the life of the unit member and their eligible spouse/registered domestic partner, as conditioned below. The District contribution amount in effect on July 1, 2017 will be increased annually by two percent (2%), effective October 1, 2017, and on the plan anniversary date each year thereafter. The unit member will be eligible to receive said District contributions toward the District-offered retiree medical insurance program supplement plan, conditioned upon the following:

1. The unit member will have attained their age of Medicare eligibility;
2. The retiree is receiving their regular retirement allowance from STRS or PERS;
3. The benefit option and District contribution toward the District-offered retiree medical insurance plan will continue for life of retiree or eligible surviving spouse/registered domestic partner. The eligible surviving spouse/registered domestic partner will be the spouse/registered domestic partner enrolled on the retiree's medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage. If the spouse/registered domestic partner is not enrolled in the medical insurance plan at the time of retirement, or if there is a lapse in coverage, the spouse/registered domestic partner is not eligible to receive the benefits of this option;
4. This benefit option, including the District contribution will terminate should the eligible spouse/registered domestic partner re- marry or enter into a new registered domestic partnership.

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

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute two thousand, four hundred dollars (\$2,400.00) per year (\$200/month) conditioned upon the following:
1. The unit member has attained their fifty-fifth (55th) birthday;
  2. The unit member will have served the District in a full-time benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
  3. The retiree is receiving their regular retirement allowance from STRS or PERS;
  4. This benefit terminates on the first day of the month in which the retiree reaches age of Medicare eligibility;
  5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for any benefit under this option. The benefit option terminates on the first day of the month following the retiree's death.
  6. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage.
- B. For bargaining unit members who retire and have served the District in a full-time, benefited position for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District will contribute two thousand five hundred ten dollars and nine cents (\$2,510.09) per year toward the District-offered retiree medical insurance program supplement to Medicare, or the actual cost of the District-offered retiree medical insurance program supplement to Medicare, whichever is less, until age seventy (70), as conditioned upon the following:
1. The unit member will have attained their age of Medicare eligibility;
  2. The retiree is receiving their regular retirement allowance from STRS or PERS;
  3. The District benefit option terminates on the first day of the month in which the retiree reaches seventy (70) years of age;
  4. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for any benefits under this option. The benefit option terminates on the first day of the month following the retiree' death.
  5. The spouse/registered domestic partner is the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement and who remains continuously on the plan with no lapses in coverage.
- C. If a retiree or eligible, covered spouse/registered domestic partner drops the District-offered

retiree medical insurance plan for any reason, or is terminated due to non-payment of premiums, they are not eligible for re-enrollment. The spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

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

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District-offered retiree medical insurance program, the District will contribute seventy percent (70%) of the District's contribution to the active employee unit member's premium per month noted in section 1.B toward the retiree medical insurance, conditioned on the following:
1. The unit member has attained their fifty-fifth (55th) birthday;
  2. The unit member will have served the District in a full-time, benefited position for a minimum of ten (10) consecutive years immediately preceding retirement;
  3. The retiree is receiving their regular retirement allowance for STRS or PERS;
  4. This benefit option terminates on the first day of the month in which the unit member reaches age of Medicare eligibility;
  5. Upon death of retiree, the eligible surviving spouse/registered domestic partner will not be eligible for benefit contribution toward the retiree medical insurance under this option until he/she reach age sixty (60). If the eligible surviving spouse/registered domestic partner is under the age of sixty (60), they may continue on the District's plan at their own cost. An eligible surviving spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan with the unit member at the time of retirement and must remain continuously on the plan with no lapses in coverage. The surviving spouse/registered domestic partner will not be eligible for benefits under this option for unit members hired on or after July 1, 2013 and benefits under this option will terminate on the first day of the month following the retiree's death.
  6. The eligible surviving spouse's/registered domestic partner's benefits under this option terminates on the first day of the month the surviving spouse/registered domestic partner reaches age of Medicare eligibility. The surviving spouse/registered domestic partner will not be eligible for benefit contributions for unit members hired on or after July 1, 2013.
- B. Unit members who elect OPTION 2, which provides an enhanced pre-Medicare eligibility age District contribution toward medical coverage, will not be eligible for a (Option 1.1A, Option 1.1B, Option 1.2A and Option 1.2B).
- C. If a retiree or eligible covered spouse/registered domestic partner drops the District's retiree medical insurance plan for any reason, or is terminated due to non-payment of premiums,

they are not eligible for re-enrollment. The spouse/registered domestic partner must be the spouse/registered domestic partner enrolled on the retiree medical insurance plan at the time of retirement.

Section 8. IRC SECTION 125 PLAN:

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

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

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

**ARTICLE 20**  
**GRIEVANCE PROCEDURE**

Section 1. PURPOSE:

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

Section 2. DEFINITIONS:

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

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

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

Section 3. TIME LIMITS:

- A. A grievant who fails to comply with the established time limits at any step 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 deny to any unit member their rights under state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement 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 "VP 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 "B" 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--Arbitration:

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Chief Human Resources Officer, submit the grievance to arbitration under and in accordance with the prevailing rules of California State Mediation and Conciliation Services. Only the Federation (exclusive representative) may demand arbitration
2. Powers of the Arbitrator: After due investigation, it 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 first- or second- contract unit member;
    - ii. Any matter involving any unit member's evaluation, except procedural matters;
  - d. All fees and expenses of the arbitrator 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 final and binding on all parties.

## **ARTICLE 21 COMPENSATION**

### Section 1. SALARY:

For Salary Schedule refer to Exhibit A.

For 2022-2023, all full-time faculty salary schedules will be increased by COLA + 0.50% (equal to 7.06% combined total). The District will provide full-time unit members with a one-time, off-schedule payment of one percent (1%) based on the unit members' 2021-2022 base salary, to be paid on the May 31, 2023 pay period. The District will provide full-time unit members with a one-time, off-schedule payment of one percent (1%) based on the unit members' 2022-2023 base salary, to be paid on the July 2023 pay period

For 2023-2024, all full-time faculty salary schedules will be increased by COLA.

For 2024-2025, all full-time faculty salary schedules will be increased by COLA.

“COLA” means funded COLA.

### Section 2. SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein is subject to the Grievance Procedure of this Agreement. Members may dispute initial salary placement or class advancement within thirty (30) days of the effective date of the initial salary placement or class advancement. Only the Federation may bring a grievance concerning implementation of the contract and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification 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 3. SALARY CLASSIFICATIONS:

For Salary Classifications refer to Exhibit C.

### Section 4. COACHING AND OTHER FACULTY

#### STIPENDS:

For Stipends refer to Exhibit B.

#### Section 5. MFA DEGREE:

SALARY SCHEDULE A will include the statement: A Master of Fine Arts (MFA) degree will be compensated with a stipend equal to doctoral degree.

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

Initial placement on the salary schedule will include part-time (adjunct) teaching credit (may include librarians, counselors, faculty coordinators and colleges nurses,) at any institutions accredited by the appropriate regional accreditation agency at the time the teaching experience occurs, and must be verified by official documentation.

For each accumulated amount of thirty (30) lecture hours equivalents (LHE) or equivalent to one (1) year of FTE, one (1) year of placement will be credited on the initial placement of the salary schedule up to a maximum of five (5) years. In no case will a unit member be credited with more than thirty (30) lecture hour equivalent, or one (1) FTE, in one academic year. No newly employed full-time faculty member will be placed beyond the sixth (6th) step of the appropriate class.

#### Section 7. TRAVEL OFF CAMPUS/MILEAGE:

Travel compensation for teaching off-campus classes is based upon the principle that all unit members report to campus duty at their own expense. Additional travel required to perform a District assignment is at District expense. Computation of the amount of travel compensation will be based upon the number of additional miles an off-campus assignment causes to be traveled over the miles traveled to teach on campus. Mileage compensation 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 or their designee. This provision does not apply to classes taught on overload. Computation of the amount of travel compensation will be based upon the following formula:

(Total round trip mileage) – (Round trip mileage from unit member's home to primary campus)

- i. Total round trip is defined as the total mileage from the unit member's home to the first campus, from first campus to the second campus and from second campus to unit member's home.
- ii. Primary campus is defined as the campus where the majority of the contract load is scheduled or, in the case of non-majority, the campus where the contract unit member was hired.

#### Section 8. DIRECT DEPOSIT:

Direct deposit is available to all unit members upon request. Upon request, the electronic transfer of payroll will 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 object will be for the unit member to repay the entire amount by the end of the fiscal year if possible.

#### Section 9. EXTENDED CONTRACT SALARY FORMULA:

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

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

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

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

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

T = Total extended contract salary.

#### Section 10. SPECIAL PAY RATES:

- A. Training/Orientation – Faculty attending orientation or training on non-duty days will be paid twenty-six dollars and seventy-five cents (\$26.75) per hour.
- B. Special Projects – Faculty performing extra duties on non-duty days, excluding those who receive a stipend for their work (e.g. athletic coaches) or completing a special project (mutually agreed upon by the unit member and management) will be paid at the unit member's Schedule B3 non-instructional rate per hour worked and submitted on the appropriate timesheet.
- C. In the course of facilitating the completion of program review reports, if the department contains a program that does not have a full-time faculty member, the chair will work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member will, after completion of the report and submission to the Dean, be paid up to ten (10) hours at the unit member's Schedule B3 non-instructional rate.

#### Section 11. FACULTY MENTOR TO AN INTERN:

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

- A. EFFECTIVE DATE
  1. The guidelines established in this document will apply to all new unit members who do not meet the minimum qualifications outline in the Minimum Qualifications for Faculty and Administrators in California Community Colleges handbook, yet do

meet the qualifications articulated in Title 5 sections 53500-53502.

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

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

**C. ASSIGNMENT**

semesters.

1. Faculty Mentors
  - a. No qualified faculty member will be required to serve as a Faculty Mentor.
  - b. The appropriate Dean, in consultation with the faculty member willing to serve as Faculty Mentor, must approve the mentor-intern assignment.
  - c. Faculty Mentors will have no more than one (1) intern during a mentor-intern assignment.
  - d. Faculty Mentors will be compensated as specified in Exhibit B.
  - e. In the event an intern is assigned to a site different than the Faculty Mentor's site, the Faculty Mentor may choose to not accept the assignment. If the Faculty Mentor chooses to accept the assignment, he/she will be compensated for mileage as per Section 7 of this Article.

**D. DUTIES AND RESPONSIBILITIES**

1. Faculty Mentors
  - a. Participate in the Part-Time Faculty Orientation or other appropriate college orientation as directed by the Dean.
  - b. Provide recommendations for professional development opportunities for the Faculty Intern.
  - c. Conduct no fewer than three (3) one (1) hour classroom visitations or non-instructional observations to observe Faculty Intern in the teaching or non-instructional environment and provide constructive feedback and positive learning suggestions.
  - d. Maintain contact with the Faculty Intern as agreed upon in the consultation schedule (typically once per week, though meeting frequency may be agreed upon based on the appropriateness to the discipline and the faculty intern's assignment).
  - e. The topics to cover will include, but not be limited to:

- i. curriculum planning,
  - ii. teaching pedagogy, strategies and methodologies,
  - iii. assessment of student work, and
  - iv. review of course materials.
- f. Attend meetings and events as required by the appropriate Dean.
- g. Complete the Weekly Consultation Report and provide a summary report of observations of the Faculty Intern at the end of each semester.

**ARTICLE 22**  
**RETIREMENT AND RETIREES**

Section 1. EARLY RETIREMENT:

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

Section 2. RETIREMENT CONTRIBUTION:

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

Section 3. EARLY RETIREMENT PROGRAM:

A. Eligibility:

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

B. Compensation:

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

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

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

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

Maximum Class IV, Step 25 Figure

$$\frac{\text{(Not including doctorate)}}{\$7,500} = \frac{178 \text{ Days}}{\text{x contract days}}$$

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

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

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

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

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

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

been employed full-time and at the rate specified by the District's Board of Trustees.

10. The unit member must retire at the conclusion of the reduced load contract period.

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

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

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

based upon the salary that would have been paid to the unit member had the unit member been employed full-time and at the rate specified by the District's Board of Trustees.

10. The unit member must retire at the conclusion of the reduced load contract period.

C. Office Hour Obligation

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

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

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

## ARTICLE 23 INTELLECTUAL PROPERTY RIGHTS

### Section 1. PURPOSE:

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

### Section 2. DEFINITIONS:

- A. “Works” means any material that is eligible for copyright protection under the laws of the United States including, but not limited to books, articles, dramatic and musical compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion, or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression.
- B. “Copyright Rights” will include all rights recognized under Section 106 of the Copyright Act of 1976, as amended.
- C. “Work for Hire” will have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended:
1. A District-supported work prepared within the scope of employment.  
  
“District-Supported Work” will mean a work produced that is the result of the unit member’s having received appreciable amounts of additional District support beyond that normally provided by the District in the performance of the member’s assignment. District-supported work does not include works made in the course of the unit member’s independent efforts.
  2. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work will be considered a work for hire.
- D. “Independent Efforts” will mean that the ideas for the work came from the unit member; the work was not made with appreciable amounts of additional district support beyond that normally provided by the District in the performance of the unit member’s assignment; and the District is not responsible for the opinions expressed in the work by the author.
- E. “License” means permission to use a work. An exclusive license gives the copyright owner sole permission to claim the work. A “non-exclusive license” is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

### Section 3. COPYRIGHT:

#### A. Rights

##### 1. Copyright rights of the unit members

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

##### 2. Copyright rights of the District

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

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

#### B. Non-exclusive license

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

#### C. Exclusive License

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

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

#### D. The District and the unit member may enter into any other arrangement regarding the exercise of copyright in such works as may be agreeable to both parties, including

licensing, releasing, or assigning back to the unit member the fully copyrights in said works. Such agreements will be in writing. (See Exhibit F for sample “Agreement to Purchase District Copyright.”)

#### Section 4. RIGHTS OF DEPARTING UNIT MEMBERS:

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

#### Section 5. RECORDING OF COURSE SESSIONS:

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

#### Section 6. RESPONSIBILITIES:

##### A. Registration of copyright

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

##### B. Acquiring and paying for necessary rights from third parties

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

##### C. Dispute resolution

Disputes between unit members and the District concerning this Article will be resolved pursuant to the grievance procedures in Article 20 of this Agreement.

**ARTICLE 24**  
**FACULTY SERVICE AREAS AND MINIMUM**  
**QUALIFICATIONS**

Section 1. FACULTY SERVICE AREAS:

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

Section 2. MINIMUM QUALIFICATIONS:

- A. Competency standards will be the same as the minimum qualifications for hiring as established in AB 1725 (Vasconcellos, 1988): Master's degree in a discipline or Bachelor's degree in a discipline and a Master's degree in a related discipline, or "equivalent" degrees/experience. Currently held credentials and/or other minimum qualifications as established in AB 1725 (Vasconcellos, 1988) will be applicable for additional FSA(s) after initial hire only if the unit member has teaching experience in the FSA(s) (within five (5) years of the lay-off notice date).
- B. The criterion for layoffs is by seniority: last in, first out. A unit member may request placement in as many different FSA's as are met by the standards in Article 24Section 2.A above. In the event of a lay-off(s), a unit member who receives a notice could then displace a less-senior unit member in any of those areas.

## **ARTICLE 25 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, and must follow the policies, procedures, rules, and regulations of the District, 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. Information and services to assist faculty with the logistics of instruction at various sites (such as parking, access, keys, technology, and safety).
- C. Full-time faculty assigned a dual enrollment class will be evaluated in accordance with Article 13.
- D. The faculty member with a dual enrollment class assignment 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. Matters of complaint regarding instruction will be handled by the appropriate College Administrator following the District policy and procedures including the District grievance process. High school administration will be informed.

### Section 2. DUAL ENROLLMENT LIAISON, 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 :
  - o Inspecting facilities (when needed)
  - o Ensuring that the high school teacher conforms to the Course Outline of Record and instructional materials approved for the course
  - o 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, including syllabus creation and submission, grade and attendance submittal Providing grades for dual enrollment courses to the high school

B. Dual Enrollment Faculty Coordinator duties include, but are not limited to:

- o Inspection of facilities (when needed)
- Delivery of Course Outline of Record and related materials to high school teachers
- Assisting with course scheduling and staffing during schedule and master calendar development
- Serving as a college's point of contact for questions related to delivery of instruction at dual enrollment sites

C. Order of Priority for Selection/Assignment of Liaisons:

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. Department Chairs will not be required to recruit Liaisons or be required to perform Liaison duties

E. Liaison Stipend:

- o Full-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 Vice President of Instruction.
- o Liaison will submit monthly timesheets for all hours worked pursuant to this Agreement and will be paid at the Schedule B3 Noninstructional Rate, Class V, Step 5.

F. Mileage will be compensated based on Section 2(B) of this Article.

**AGREEMENT**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the State Center Community College District and the State Center Federation of Teachers Local 1533, CFT/AFT, AFL-CIO, its successors and/or affiliates upon ratification as set forth in Article I of the Agreement and will remain in full force and effect until the close of the workday of June 30, 2025.

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

Signed and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

FOR THE DISTRICT

FOR THE EXCLUSIVE REPRESENTATIVE

\_\_\_\_\_

\_\_\_\_\_

**SCCCD HUMAN RESOURCES**  
**FULL-TIME FACULTY SALARY SCHEDULE: A -- (YEARLY AMOUNTS BASED**  
**ON 178 DUTY DAYS)**  
**(Lecture/Lab/Non-Instructional)**  
**Effective July 1, 2022**

<b>Range</b>	<b>Class I</b>	<b>Class II</b>	<b>Class III</b>	<b>Class IV</b>	<b>Class V</b>
<b>1</b>	\$64,962	\$69,427	\$73,308	\$77,193	\$81,066
<b>2</b>	\$68,310	\$72,787	\$76,662	\$80,541	\$84,423
<b>3</b>	\$71,664	\$76,131	\$80,012	\$83,893	\$87,774
<b>4</b>	\$75,015	\$79,491	\$83,373	\$87,245	\$91,124
<b>5</b>	\$78,368	\$82,841	\$86,723	\$90,598	\$94,476
<b>6</b>	\$81,727	\$86,197	\$90,077	\$93,960	\$97,799
<b>7</b>	\$85,075	\$89,547	\$93,423	\$97,307	\$101,189
<b>8</b>	\$88,441	\$92,902	\$96,781	\$100,662	\$104,541
<b>9</b>	\$91,786	\$96,257	\$100,133	\$104,012	\$107,898
<b>10</b>	\$95,134	\$99,601	\$103,490	\$107,373	\$111,247
<b>11</b>	\$98,493	\$102,961	\$106,838	\$110,723	\$114,595
<b>12</b>	\$98,493	\$106,310	\$110,195	\$114,074	\$117,960
<b>13</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>14</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>15</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>16</b>	\$98,493	\$106,310	\$113,548	\$117,427	\$121,304
<b>17</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>18</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>19</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>20</b>	\$101,844	\$109,665	\$116,901	\$120,780	\$124,662
<b>21</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>22</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>23</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>24</b>	\$105,200	\$113,024	\$120,252	\$124,124	\$128,012
<b>25</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>26</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>27</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>28</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>29</b>	\$108,550	\$116,371	\$123,609	\$127,489	\$131,366
<b>30</b>	\$111,903	\$119,720	\$126,957	\$130,839	\$134,713

**SCCCD HUMAN RESOURCES**  
**Full-time Faculty Salary Schedule: B - (Hourly Amounts)**  
**Effective Date: July 1, 2022**

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

	Class I	Class II	Class III	Class IV	Class V
Step 1C	\$52.59	\$58.71	\$61.53	\$64.48	\$68.06
Step 2C	\$53.09	\$59.31	\$62.39	\$65.46	\$68.71
Step 3C	\$53.60	\$59.86	\$62.99	\$66.06	\$69.37
Step 4C	\$54.15	\$60.47	\$63.63	\$66.74	\$70.07
Step 5C	\$54.72	\$61.06	\$64.26	\$67.41	\$70.78
Step 6C	\$55.26	\$61.68	\$64.89	\$68.08	\$71.47
Step 7C	\$55.79	\$62.29	\$65.54	\$68.76	\$72.18

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

	Class I	Class II	Class III	Class IV	Class V
Step 1B	\$44.70	\$49.91	\$52.59	\$55.11	\$57.92
Step 2B	\$45.10	\$50.38	\$53.09	\$55.68	\$58.45
Step 3B	\$45.54	\$50.83	\$53.60	\$56.17	\$59.00
Step 4B	\$46.01	\$51.37	\$54.15	\$56.75	\$59.59
Step 5B	\$46.46	\$51.88	\$54.72	\$57.31	\$60.17
Step 6B	\$46.95	\$52.40	\$55.26	\$57.89	\$60.78
Step 7B	\$47.41	\$52.93	\$55.79	\$58.48	\$61.39

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

	Class I	Class II	Class III	Class IV	Class V
Step 1N	\$44.70	\$49.91	\$52.59	\$55.11	\$57.92
Step 2N	\$45.10	\$50.38	\$53.09	\$55.68	\$58.45
Step 3N	\$45.54	\$50.83	\$53.60	\$56.17	\$59.00
Step 4N	\$46.01	\$51.37	\$54.15	\$56.75	\$59.59
Step 5N	\$46.46	\$51.88	\$54.72	\$57.31	\$60.17
Step 6N	\$46.95	\$52.40	\$55.26	\$57.89	\$60.78
Step 7N	\$47.41	\$52.93	\$55.79	\$58.48	\$61.39

STATE CENTER COMMUNITY COLLEGE DISTRICT  
2022-2025 Stipends

**Athletic Coaches**

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

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

Full-time faculty with an assistant athletic coaching assignment will receive a stipend of four thousand, five-hundred dollars (\$4,500.00). Stipends may not be split among athletic coaches. Stipends will be prorated for less than an entire athletic coaching assignment. The number of assistant athletic coaches for each sport will be set by management.

**Other Faculty Stipends**

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 B3 non-instructional rate per hour worked and submitted on the appropriate timesheet.
Program Review - If the department contains a program that does not have a full-time faculty member, the chair will work with the appropriate Dean to identify a unit member (either full-time or part-time) to develop the report on behalf of the program. The identified unit member will receive payment after completion of the report and submission to the Dean.	The identified unit member will be paid up to ten (10) hours at the unit member's Schedule B3 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.
Department Chair – For occasional and minimum off-contract work.	\$1,894
Earned Doctorate or Master of Fine Arts Degree	\$2,419 per year
Graduate Student Intern Mentor	\$4,169 per academic year
Music Instructors with full responsibility for student performing and competitive groups requiring travel and competition vs. other institutions.	\$2,121 per year (Note: Stipend will only be authorized for assigned, not voluntary, assumption of responsibilities.)
Dental Hygiene Program Coordinator/Director	\$2,018
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
A	Disciplines Requiring a Master's Degree	No degree (Qualified under equivalency)	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
						Doctorate/ Master of Fine Arts/ Juris Doctorate
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
			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 full-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 faculty member will be placed on the highest range on Salary Schedule “A” and “B” for which their academic background, occupational 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.

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.

### **Step Placement**

#### a) Disciplines Requiring a Master’s Degree

Advanced step placement will be determined by additional verified full-time equivalent experience beyond that required for minimum qualifications and class placement. For each accumulated amount of thirty (30) lecture hours equivalents (LHE) or equivalent to one (1) year of FTE, one (1) year of placement will be credited on the initial placement of the salary schedule up to a maximum of five (5) years. In no case will a unit member be credited with more than thirty (30) lecture hour equivalent, or one (1) FTE, in one academic year. No newly employed full-time faculty member will be placed beyond the sixth (6<sup>th</sup>) step of the appropriate class.

Initial placement on the salary schedule will include full-time equivalent year-for-year credit in closely related academic assignments which may include librarians, counselors, coordinators, and college nurses.

All experience must be acquired at institutions accredited by the appropriate regional accreditation agency at the time the experience occurs and must be verified by official documentation. It will be the unit member's responsibility to provide all supporting documentation to Human Resources within thirty (30) days of receiving the onboarding documents.

b) Disciplines Requiring a Specific Bachelor's Degree or Associate Degree and Professional Experience

In addition to prior experience as outlined in Section 1 above, unit members in these disciplines may receive step credit for full-time equivalent professional experience. All professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Years of professional experience which were used to meet minimum qualifications will not also be used for step placement. 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. Step credit for related occupational experience, when granted, will be based on one (1) step for each two (2) years of full-time or the equivalent part-time experience.

It will be the unit member's responsibility to provide all supporting documentation to Human Resources by any established deadlines.

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

In addition to prior experience as outlined in Section 1 above, unit members in these disciplines may receive step credit for full-time equivalent professional experience. All professional experience used to meet minimum qualifications and for salary placement must be submitted by the faculty member and verified by Human Resources. Years of professional experience which were used to meet minimum qualifications will not also be used for step placement. 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. Step credit for related occupational experience, when granted, will be based on one (1) step for each two (2) years of full-time or the equivalent part-time experience.

It will be the unit member's responsibility to provide all supporting documentation to Human Resources by any established deadlines.

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

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

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

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

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

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



STATE CENTER COMMUNITY COLLEGE DISTRICT  
CERTIFICATED MONTHLY REPORT

**DUE in Payroll Dept.**  
**By the 20<sup>th</sup> of each month**

NAME OF  
EMPLOYEE

\_\_\_\_\_ Last First Initial \_\_\_\_\_ Month \_\_\_\_\_ Year

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

District Office/Campus \_\_\_\_\_

Signatures:

GL # \_\_\_\_\_

\_\_\_\_\_  
Employee

Pay Rate \_\_\_\_\_

\_\_\_\_\_  
Supervisor

ID Number \_\_\_\_\_

\_\_\_\_\_  
Dean/Vice President

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

