

TABLE OF CONTENTS

ARTICLE 1 EFFECTIVE DATE AND PARTIES TO AGREEMENT.....	1
ARTICLE 2 RECOGNITION	3
ARTICLE 3 SALARY.....	5
ARTICLE 4 HEALTH AND WELFARE BENEFITS.....	15
ARTICLE 5 WORKLOAD AND ASSIGNMENT.....	19
ARTICLE 6 CLASS SIZE.....	29
ARTICLE 7 SAFETY.....	31
ARTICLE 8 LEAVES.....	34
ARTICLE 9 CALENDAR.....	47
ARTICLE 10 PERSONNEL FILES.....	51
ARTICLE 11 NOT CURRENTLY IN USE	53
ARTICLE 12 EVALUATION	55
ARTICLE 13 DEPARTMENT CHAIRS/FACILITATORS	72
ARTICLE 14 TRANSFERS.....	76
ARTICLE 15 RESIGNATION	78
ARTICLE 16 GRIEVANCE PROCEDURE.....	80
ARTICLE 17 FEDERATION RIGHTS AND ACTIVITIES	84
ARTICLE 18 FEDERATION SECURITY PROVISIONS.....	86
ARTICLE 19 EFFECT OF AGREEMENT	88
ARTICLE 20 DISTRICT RIGHTS	90
ARTICLE 21 TERM.....	92
ARTICLE 22 STAFF DEVELOPMENT.....	94
APPENDIX A NEGOTIATING PROCEDURES	
APPENDIX B EMPLOYEE ABSENTEE REPORT	
APPENDIX C GRIEVANCE REPORT	
APPENDIX D FORM A1	
APPENDIX D FORM A2	
APPENDIX D FORM A3	
APPENDIX D FORM B2	
APPENDIX D FORM B3	
APPENDIX D FORM C2	
APPENDIX D FORM C3	
APPENDIX E (NOT CURRENTLY IN USE)	
APPENDIX F SCIENCE LABS	
APPENDIX G COURSE DESIGNATION GROUPINGS	
APPENDIX H FORM A1	
APPENDIX H FORM B1	
APPENDIX H FORM B2	

(Continued on next page)

APPENDIX I (NOT CURRENTLY IN USE)

APPENDIX J FORM A1 - WORKLOAD BALANCING PLAN FORMS

APPENDIX J FORM A2

APPENDIX K VOLUNTARY TRANSFER REQUEST FORM

APPENDIX L DOMESTIC PARTNERS

1
2
3
4
5
6
7

ARTICLE 1
Effective Date and Parties to Agreement

1.1 This collective bargaining agreement (hereafter referred to as "Agreement") is made and entered into this first day of July, 2001, between the VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS, AFT, LOCAL 1828, AFL-CIO (hereinafter referred to as "Federation") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District").

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
32
33
34
35
36
37
38
39
40
41
42

2.1 The District recognizes the Federation as the exclusive representative for all academic employees (hereafter referred to as "bargaining unit" or "unit") set forth in the June 2, 1977 Educational Employment Relations Board Certification of Representative, as amended:

The bargaining unit INCLUDES: All full-time and part-time academic employees, except management, supervisory, and confidential employees as defined in the Educational Employment Relations Act, including persons employed in the following classifications:

- Instructor
- Counselor
- Associate Librarian
- Specialist
- Coordinator
- Student Personnel Worker
- Facilitator
- Coach/Athletic Director
- Department Chair

The bargaining unit EXCLUDES all classified employees and all management, supervisory and confidential employees, including the following positions:

- Chancellor
- Deputy Chancellor
- Vice Chancellor
- Associate Vice Chancellor
- President
- Executive Director
- Executive Vice President
- Vice President
- Dean
- Director (excluding athletics)

The parties shall jointly petition the California Public Employment Relations Board for such unit modification as may be necessary to implement the terms of this Section.

2.2 The words "faculty" and "faculty member" as used hereinafter in this Agreement refer only to such persons as are members of the bargaining unit defined in Section 2.1 above. The term "contract faculty member" shall mean a faculty member who is employed on the basis of a contract, as defined in Section 87601 (a) of the Education Code. The term "non-contract faculty member" shall mean a faculty member who is employed on the basis of an offer of temporary employment. The term "regular faculty member" shall mean a contract faculty member, as defined above, who is reemployed as a contract faculty member subsequent to his/her second year of contract employment.

1
2

3 3.1 A. All contract faculty members shall be compensated on the basis of the following
4 schedule (based on a 10-month year):

CLASS	I	II	III	IV	V
Step	Index	Index	Index	Index	Index
1	1.00	1.10	1.20	1.30	1.40
2	1.05	1.15	1.25	1.35	1.45
3	1.10	1.20	1.30	1.40	1.50
4	1.15	1.25	1.35	1.45	1.55
5	1.20	1.30	1.40	1.50	1.60
6	1.25	1.35	1.45	1.55	1.65
7	1.30	1.40	1.50	1.60	1.70
8	1.35	1.45	1.55	1.65	1.75
9	1.40	1.50	1.60	1.70	1.80
10	1.45	1.55	1.65	1.75	1.85
11	1.50	1.60	1.70	1.80	1.90
12	1.55	1.65	1.75	1.85	1.95
13	1.60	1.70	1.80	1.90	2.00
14	1.65	1.75	1.85	1.95	2.05
15	1.70	1.80	1.90	2.00	2.10

5 3.1 B. (1) **Retroactive Adjustment:**

6 Effective July 1, 2001 Class I, Step I of the contract faculty salary schedule shall
7 be increased by 5.3%. Non-contract faculty will receive the same retroactive
8 salary increase effective July 1, 2001.

9 3.1 B. (2) **Subsequent Salary Pool Calculations and Distributions:**

10 (a) **General Salary Increase Pool**

11 Effective July 1, 2001, 2002, and 2003 a general salary-increase pool in
12 the amount of the 2000-2001, 2001-02, and 2002-03, respectively, state-
13 funded COLA percentage plus 20% of the actual total 1999-2000, 2000-
14 2001 and 2001-2002 growth funding, respectively, provided to the District
15 will be calculated.

16 (b) **Distribution of General Salary Increase Pool**

17 (1) The above general salary increase pool amounts will be divided by
18 the projected total costs of a 1% salary increase for all faculty,
19 contract and hourly, as agreed upon by the District and the
20 Federation to determine the percentage increase to be applied to
21 contract salary schedule in Article 3.1 A and each column and step
22 of the hourly salary schedule, Article 3.4 B.

23 (c) **Pro Rata Equalization Pool (hereafter referred to as "PREP")**

24 Effective July 1, 2001, 2002 and 2003 a PREP salary-increase pool
25 in the amount of 10% of the actual total 2000-01, 2001-02 and
26 2002-03, respectively, growth funding provided to the District will be
27 calculated.

28

28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75

(d) **Distribution of PREP Funds**

The intent of the PREP is to move toward, over time, a pro-rata pay process that would equalize non-contract compensation at 75% of contract faculty compensation. The above PREP will be allocated to those steps and columns on the hourly salary schedule, which are farthest away from the 75% goal. Amounts from the PREP will be distributed first to the lowest percentile step and column placement to bring it equal in percentage to the second lowest percentile placement. As funding permits, secondary, tertiary, etc. distributions will be made to each combined placement to move them to the next highest percentile placement. This process will repeat until the PREP is exhausted.

Step and column placement ranking will be calculated each year based upon the mean contract faculty salary for each hourly step and column, after application of the General Salary Increase Pool, 3.1B(2)(a), to both the contract and hourly salary schedules.

The amounts required to advance each placement will be based on the actual hours taught within the placement category the previous academic year. For example, if the lowest percentile placement is Doctorate 17 + semesters, and 16,000 hours were taught within that category the previous academic year and the category required a \$2 per hour increase to advance to the next lowest category, the hourly salary schedule for Doctorate 17+ semesters would be increased \$2 per hour and \$33,600 (\$32,000 salary plus 5% payroll-driven costs) would be reduced from the PREP. This process would repeat until the PREP is exhausted.

(e) The formula, effective July 1, 2001, will remain in effect until modified/replaced through subsequent negotiations.

3.1 C. Salary is also subject to the following conditions:

- 3.1 C. (1) New contract employees shall receive a maximum of seven years credit for prior full-time experience and pro-rata credit for District part-time teaching experience for the purpose of salary-step placement.
- 3.1 C. (2) The maximum monthly rate for long-term substitutes is 1/10 of Class I, Step 8, with credit for prior full-time experience and pro-rata credit for District part-time teaching experience, subject to such exceptions as the Governing Board may determine in individual cases.
- 3.1 C. (3) At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

3.2 **Classification on Instructor Salary Schedule**

Placement in the salary classification set forth in Section 1, above, shall be determined by the District according to the following criteria, after receipt of appropriate verification of training and experience. All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit).

Movement from one class to another on the basis of vocational credentials and experience requires that the employee be teaching in a vocational subject matter area.

3.2 A. **Qualifications for Class I are:**

- 3.2 A. (1) Possession of a Bachelor's degree from an accredited college or university; or

- 76 3.2 A. (2) Possession of an appropriate credential or Minimum Qualifications in a
77 vocational subject matter, based on occupational experience.
- 78 3.2 A. (3) One additional step in Class I shall be granted for 15 semester units appropriate
79 to a Master's degree; or, in the case of instructors teaching under vocational
80 credentials or Minimum Qualifications, to a Bachelor's degree and in excess of
81 those units required for the vocational credential or Minimum Qualifications.
- 82 3.2 A. (4) A second additional step in Class I shall be granted for 30 semester units
83 appropriate to a Master's degree; or, in the case of instructors teaching under
84 vocational credentials or Minimum Qualifications, to a Bachelor's degree and in
85 excess of those units required for the vocational credential or Minimum
86 Qualifications.
- 87 3.2 A. (5) One such added step shall be deducted when transferring to Class II; two such
88 added steps shall be deducted when transferring to Class III or a subsequent
89 salary class.
- 90 3.2 B. **Qualifications for Class II are:**
- 91 3.2 B. (1) Possession of a Bachelor's degree from an accredited college or university, plus
92 45 semester units of appropriate study completed after the receipt of the
93 Bachelor's degree and possession of a Master's degree from an accredited
94 college or university; or
- 95 3.2 B. (2) Possession of an appropriate vocational credential or Minimum Qualifications
96 possession of a Bachelor's degree from an accredited college or university, 15
97 additional appropriate semester units as approved by management beyond the
98 Bachelor's degree, four years of full-time paid occupational experience directly
99 related to the major instructional assignment in excess of those years of full-time
100 occupational experience required to qualify for the vocational credential or
101 Minimum Qualifications; or
- 102 3.2 B. (3) Possession of an appropriate vocational credential or Minimum Qualifications,
103 based on occupational experience, 15 semester units in addition to those
104 required for such credential or Minimum Qualifications and appropriate to
105 instruction in such vocational area, four years of full-time paid occupational
106 experience directly related to the major instructional assignment in excess of
107 those years of full-time occupational experience required to qualify for the
108 vocational credential or Minimum Qualifications.
- 109 3.2 B. (4) Upon the attainment of tenure and the completion of one additional year at Step
110 15 in Class I, an instructor may move horizontally to Class II, to the same ratio
111 relationship occupied in Class I, and then be granted the additional year of
112 experience. Article 3.2.A(5) above will be applied where appropriate.
- 113 3.2 C. **Qualifications for Class III are:**
- 114 3.2 C. (1) Possession of a Bachelor's degree from an accredited college or university, plus
115 60 semester units of appropriate study completed after the receipt of the
116 Bachelor's degree and possession of a Master's degree from an accredited
117 college or university; or
- 118 3.2 C. (2) Possession of an appropriate vocational credential or Minimum Qualifications,
119 possession of a Bachelor's degree from an accredited college or university, 30
120 additional appropriate semester units as approved by management beyond the
121 Bachelor's degree, four years of full-time paid occupational experience directly
122 related to the major instructional assignment in excess of those years of full-time
123 occupational experience required to qualify for the vocational credential or
124 Minimum Qualifications; or

- 125 3.2 C. (3) Possession of an appropriate vocational credential or Minimum Qualifications,
126 issued on the basis of occupational experience, 30 semester units in addition to
127 those required for such credential or Minimum Qualifications and appropriate to
128 instruction in such vocational area, four years of full-time paid occupational
129 experience directly related to the major instructional assignment in excess of
130 those years of full-time occupational experience required to qualify for the
131 vocational credential or Minimum Qualifications.
- 132 3.2 D. **Qualifications for Class IV are:**
- 133 3.2 D. (1) Possession of a Bachelor's degree from an accredited college or university, plus
134 75 semester units of appropriate study completed after the receipt of the
135 Bachelor's degree and possession of a Master's degree from an accredited
136 college or university; or
- 137 3.2 D. (2) Possession of an appropriate vocational credential or Minimum Qualifications,
138 possession of a Bachelor's degree from an accredited college or university, 45
139 additional appropriate semester units as approved by management beyond the
140 Bachelor's degree, four years of full-time paid occupational experience directly
141 related to the major instructional assignment in excess of those years of full-time
142 occupational experience required to qualify for the vocational credential or
143 Minimum Qualifications; or
- 144 3.2 D. (3) Possession of an appropriate vocational credential or Minimum Qualifications,
145 issued on the basis of occupational experience, 45 semester units in addition to
146 those required for such credential or Minimum Qualifications and appropriate to
147 instruction in such vocational area, four years of full-time paid occupational
148 experience directly related to the major instructional assignment in excess of
149 those years of full-time occupational experience required to qualify for the
150 vocational credential or Minimum Qualifications.
- 151 3.2 E. **Qualifications for Class V are:**
- 152 3.2 E. (1) Possession of an earned Doctorate degree granted by an institution accredited
153 for graduate or professional study.
- 154 3.3 **Administration of the Salary Schedule**
- 155 3.3 A. Initial placement on the salary schedule shall be subject to the following conditions:
- 156 3.3 A. (1) Professional preparation as defined in Articles 3.3A(2), 3.3A(3), 3.3A(4).
- 157 3.3 A. (2) Prior full-time professional teaching experience on a year-for-year basis and pro-
158 rata credit for District part-time teaching experience, not to exceed seven years
159 of such credit, for persons initially placed on the salary schedule.
- 160 3.3 A. (3) Credit for closely related non-teaching experience at the rate of one year of
161 credit (not to exceed seven years total) for each two years of experience outside
162 the teaching field, where such activity occurs beyond years of required
163 experience that are used by a state agency in awarding a credential or Minimum
164 Qualifications. All such experience shall be subject to evaluation and approval
165 by the District.
- 166 3.3 A. (4) The Governing Board reserves the right to make those exceptions in salary
167 placement it may deem essential to student, patron, or District welfare when in
168 the Governing Board's judgment such action is required.
- 169 3.3 B. Advancement on the salary schedule will be subject to all of the following conditions:
- 170 3.3 B. (1) Evaluation of course credit shall be made by the District upon the
171 recommendation of the College President or his/her designee.

- 172 3.3 B. (2) Notice of intent to complete academic units necessary to qualify for higher salary
173 classification must be filed in the District's Human Resources Office not later
174 than June 1 of the year preceding the academic year in which salary
175 advancement will be sought. Confirmation of units completed must be provided
176 to the District Human Resources Office prior to the beginning date of assignment
177 in the academic year in which advancement is sought. Verification (by official
178 transcript) of completed units must be provided to the District Human Resources
179 Office not later than November 1 of the year in which advancement is made.
- 180 3.3 B. (3) Unit credit shall not be counted toward advancement on the salary schedule
181 unless all of the following conditions are met:
- 182 3.3 B. (3) (a) Unit credit shall be completed in an institution accredited by a Regional
183 Accrediting Commission which is recognized by the Federation of
184 Regional Accrediting Commissions of Higher Education.
- 185 3.3 B. (3) (b) The units completed are related to the faculty member's assignment; or
186 are obtained pursuant to a plan of study that has received prior approval
187 by the Chancellor or his/her designee; or are unrelated to the faculty
188 member's assignment, but have received prior approval by the Chancellor
189 or his/her designee.
- 190 3.3 B. (3) (c) The unit credit completed is upper division or graduate level except as
191 follows: 1) lower division units completed by a vocational instructor who
192 does not possess a bachelor's degree when such units are directly related
193 to the major area of assignment; 2) a maximum of ten lower division units
194 completed in foreign language; 3) a maximum of six lower division units
195 completed to provide computer literacy; 4) a maximum of six lower division
196 units completed to provide sensitivity to, and understanding of the diverse
197 academic, social, economic, cultural, disability, and ethnic backgrounds of
198 community college students. Introductory, general survey courses, such
199 as Introduction to Sociology, Economics, Anthropology, or Psychology,
200 etc., are excluded from this category.
- 201 3.3 B. (3) (d) Normally, not more than nine units total completed in correspondence or
202 home study institutes, as administered by an accredited institution, may be
203 counted for placement or advancement on the salary schedule.
204 Exceptions to the nine-unit total must be approved in advance by the
205 Chancellor or his/her designee.
- 206 3.3 B. (3) (e) To be counted for advancement beyond Column I, all units must be
207 completed subsequent to the receipt of a Bachelor's degree from a
208 regionally accredited institution.
- 209 3.3 B. (4) A faculty member holding more than 60% of a full-time contract, and employed
210 for more than 50% of the contract days specified in this Agreement (or who is on
211 a paid leave or is otherwise eligible for salary advancement pursuant to Article 8
212 of the Agreement shall receive yearly salary advancement of one step, subject to
213 the provisions of this Agreement.
- 214 3.3 C. The evaluation of professional training or credits and/or degrees from foreign
215 institutions not on the accredited list of the California State Department of Education
216 may be submitted by the District for evaluation and comparability to such accredited
217 institutions by any of the admissions offices of the University of California.
- 218

218 3.4 Rates for Non-Contract Assignments

219 3.4 A. All daily substitute faculty and all other faculty paid on hourly basis, including Summer
220 Intersession faculty, shall be paid at the rates specified below, provided that:

221 3.4 A. (1) The service performed by a contract faculty member who is performing such
222 service is in addition to any requirements prescribed as a part of such faculty
223 member's regular contract employment.

224 3.4 A. (2) Non-contract faculty who are not otherwise employed by the District will be
225 compensated at one-half the hourly rate of pay, up to three hours per semester,
226 for attendance at division meetings.

227 3.4 B. Effective July 1, 2001, compensation for hourly services, including summer
228 intersession, shall be based upon the following schedule, and adjusted in accordance
229 with Article 3.1 B(2).

District Service	Credential*	Master's Degree	Doctorate Degree
1 - 4 semesters	\$42.29	\$45.12	\$52.49
5 - 8 semesters	44.41	48.81	56.16
9 -12 semesters	46.25	52.49	59.84
13 -16 semesters	48.80	56.16	63.53
17+ semesters	57.09	64.44	71.81

230 *Or minimum qualifications less than a Master's degree.

231 Movement from the "Credential" column to the "Master's Degree" column of the hourly salary
232 schedule requires possession of a Master's degree; or, for vocationally credentialed instructors
233 only, at least four semesters of service at the 17+ step of the "Credential" column.

234 3.4 C. Effective July 1, 2001, semester rates for regularly scheduled semester-long
235 assignments shall be compensated based upon the following schedule for the
236 appropriate column and step multiplied by the number of regularly scheduled hours per
237 week and adjusted in accordance with Article 3.1B(2). Payment for services on this
238 schedule shall be made in five equal monthly installments during a semester.

239

District Service	Credential*	Master's Degree	Doctorate Degree
1 - 4 semesters	\$740.08	\$789.60	\$918.58
5 - 8 semesters	777.18	854.01	982.80
9 -12 semesters	809.38	918.58	1047.20
13 -16 semesters	854.00	982.80	1111.78
17+ semesters	999.08	1127.70	1256.68

240 *Or minimum qualifications less than a Master's degree.

241 Movement from the "Credential" column to the "Master's Degree" column of the hourly
242 salary schedule requires possession of a Master's degree; or for vocationally
243 credentialed instructors only, at least four semesters of service at the 17+ step of the
244 "Credential" column.

245 Deductions for faculty services not rendered, and otherwise not compensable under
246 the terms of this Agreement for regularly scheduled semester-long assignments shall
247 be made at the appropriate rate specified in Article 3.4B for each hour for which
248 services are not rendered.

249 When a faculty member completes only a portion of a regularly scheduled semester-
250 long assignment, compensation shall be made for that portion at the appropriate rate
251 specified in Section 3.4B for hours of service actually rendered.

- 252 3.4 D. Years of service for the purpose of establishing rates of pay under the above schedule
253 shall be calculated by the District on the basis of faculty members' academic service in
254 the District, and shall be subject to the following additional conditions:
- 255 3.4 D. (1) One year of service shall consist of two semesters of service.
- 256 3.4 D. (2) One semester of service shall require the teaching of at least one full semester
257 course or its equivalent.
- 258 3.4 D. (3) One full season of coaching shall be considered equal to one semester.
- 259 3.4 D. (4) One full Summer Intersession of service shall equal one semester.
- 260 3.4 D. (5) For non-classroom faculty 100 hours or more of academic non-teaching service
261 shall equal one semester.
- 262 3.4 D. (6) The maximum credit for salary advancement under this section shall be two
263 semesters in any one academic or calendar year.
- 264

- 264 3.5 **Stipend Agreement**
- 265 3.5 A. **Stipend Agreement**
- 266 The following faculty who regularly perform the following designated assignments
 267 which necessarily extend beyond the normal college day shall be compensated for
 268 such according to the following stipend formula based upon the current hourly rate:
- 269 (1) **Coaching (per season)**
- | | | |
|-----|-------------------|-------------------------------------|
| 270 | (a) Basketball | 110 hours + 20 hours for Head Coach |
| 271 | (b) Track | 80 hours + 20 hours for Head Coach |
| 272 | (c) Cross Country | 80 hours + 20 hours for Head Coach |
| 273 | (d) Tennis | 80 hours + 20 hours for Head Coach |
| 274 | (e) Swimming | 80 hours + 20 hours for Head Coach |
| 275 | (f) Football | 110 hours + 20 hours for Head Coach |
| 276 | (g) Baseball | 110 hours + 20 hours for Head Coach |
| 277 | (h) Golf | 80 hours + 20 hours for Head Coach |
| 278 | (i) Wrestling | 80 hours + 20 hours for Head Coach |
| 279 | (j) Water Polo | 80 hours + 20 hours for Head Coach |
| 280 | (k) Softball | 110 hours + 20 hours for Head Coach |
| 281 | (l) Volleyball | 80 hours + 20 hours for Head Coach |
| 282 | (m) Soccer | 80 hours + 20 hours for Head Coach |
- 283 (2) **Directing and Producing**
- | | | |
|-----|---------------------------|---|
| 284 | (a) Music Groups | 80 hours per major production |
| 285 | (b) Drama | |
| 286 | | (1) 50 hours per major production for director |
| 287 | | (2) 50 hours per major production for producer |
| 288 | (c) Forensics | 90 hours + 20 hours for Head Coach per semester |
| 289 | (d) Dance | 50 hours per major production |
| 290 | (e) Journalism | 80 hours per semester |
| 291 | (f) Literary Magazine | 50 hours per major issue |
| 292 | (g) Art Gallery | 50 hours per gallery |
| 293 | (h) Telecommunications | 50 hours per major production |
| 294 | (i) Model United Nations | 45 hours per academic year |
| 295 | (j) Automotive Technology | 45 hours per academic year |
| 296 | | (T-TEN Program) |
- 297 3.5 B. The amounts set forth as compensation for extra assignments under Article 3.5 of the
 298 Agreement shall be interpreted as lump sum dollar stipends for the performance of
 299 various types of extra responsibilities, and shall be payable in pro-rata shares during a
 300 semester or season, whichever is applicable, to members of the Unit performing such
 301 assignments, irrespective of the actual number of hours expended in the performance
 302 of such duties. For the purpose of calculating the stipends payable under this section,
 303 the rates specified in Article 3.4 shall be utilized.
- 304 3.5 C. College management retains the right to determine the number and scope of sports,
 305 teams, groups, productions; or issues eligible for stipends under Article 3.5 that exceed
 306 the requirement for a course or activity as defined in the college catalog.
- 307 3.5 D. Head coaches of combined men's and women's teams shall receive an additional 20
 308 hours per semester. If there is only one coach who has no assistant coach and she/he
 309 assumes responsibility for both a men's and women's team, the single coach will
 310 receive an additional 20 hours per semester.
- 311

311 3.6 A. **Extra Contract Assignments**

Extra days for extended contracts shall be comparable to those in academic year 1997-1998, unless the affected faculty member agrees to a different schedule of such extra days, or their Department Chair compensation in accordance with Article 13 modifies their extra day assignment.

Designated positions shall receive contracts in excess of ten months for assignments indicated:

Position	Time Subject to Assignment in School Months
Instructor/Department Chair	10, 10 ¼, or 10 1/2
Aquatics Coordinator	11
Counselor	11
Coordinator, Student Health services	10 ¼ (MC/OC) 10 ½ (VC)
EOPS Counselor/Coordinator	11
Coordinator, DSPS	11
Veteran's Counselor/Coordinator	11
BVA/SPVC Counselor/Coordinator	11
Coordinator of Institutional Research	11
Student Personnel Worker	11
Coordinator of Institutional Development	11
Nursing Coordinator	11
EATM Coordinator	11
Title III Coordinator	11
Athletic Director	11
Matriculation Coordinator	11
Assessment/Retention Specialist	11
Coordinator, Dental Hygiene	11
PACE Coordinator/Instructor	11

312 Extra days of assignments for extended contract for coaching positions shall be
 313 determined by the dean in consultation with the Federation prior to the start of the
 314 academic year.

315 Extra days shall be calculated by the number of non-contractual days, excluding
 316 week ends, that fall during the sport's entire season, from when practice begins through
 317 the end of playoffs. (The Commission on Athletics Constitution shall be used to
 318 determine the dates of the start of practice and the end of playoffs for all sports.)
 319 The amount of the extra contract shall be determined by dividing the number of non-
 320 contractual days (as outlined above) by 175. Example: Softball season practice begins
 321 Jan. 9 and playoffs end May 13. During this season there are eight non-contractual
 322 days (three holidays and five break days). Eight divided by 175 is .0457. The extended
 323 contract for the Head Coach for softball would be .0457 of a year.
 324

325 Faculty who are in a coaching position on July 1, 2001 will not have their extra days of
 326 assignment reduced because of the implementation of this agreement.
 327

328 3.6 B. District and Federation jointly agree to appoint a committee of three representatives
 329 each to review stipends and extra contract assignments and make recommendations
 330 to both parties.

331 3.7 **Monthly Rates on Instructor Salary Schedule**

332 The basic monthly rate for a contract faculty member shall be one-tenth of the yearly salary
333 for the class and step in which such faculty member has been placed pursuant to the criteria
334 and salary schedule set forth in this Article.

335 3.8 **Contract Faculty Service Increments**

336 Service increments based on years of service to the Ventura County Community College
337 District, including continuous service to the Ventura Union High School District prior to July 1,
338 1962, shall be added to the base salaries as follows:

339 3.8 A. After 15 years: 3 1/2 % of Class I, Step 1; or

340 3.8 B. After 20 years: 5 1/2 % of Class I, Step 1; or

341 3.8 C. After 25 years: 7 1/2 % of Class I, Step 1; or

342 3.8 D. After 30 years: 9 1/2 % of Class I, Step 1.

343 3.9 **Non-contract Faculty Service Increments**

344 A \$500 annual service increment based on years of service to the District shall be added to
345 the basic salary of a non-contract faculty member after 30 semesters of service for those
346 academic years in which such faculty member is employed by the District. This provision
347 applies only to non-contract faculty.

348 3.10 **State Certification Salary Credit**

349 A \$250 per semester salary credit will be added to Classes I through IV for contract faculty
350 members who are admitted to practice before the California Bar, are Certified Public
351 Accountants, or who hold State of California registration for Engineer, Architect, or
352 Landscape Architect, if and only if such faculty member is teaching a course that is
353 specifically and directly related to the holding of such State certification.

354 3.11 **Temporary Faculty**

355 Temporary faculty (substitutes) shall be paid on a monthly basis, from the first day of
356 assignment, limited to a maximum salary equal to Step 8 in Class I when such assignment
357 occurs under one of the following conditions:

358 3.11 A. To replace a contract or regular faculty member who is on leave of absence for one
359 semester or longer, when such replacement requires the temporary faculty member to
360 work more than 60% of a full-time assignment; or

361 3.11 B. When such temporary faculty member replaces the same contract or regular faculty
362 member for a period of more than 20 consecutive working days at more than 60% of a
363 full-time assignment; or

364 3.11 C. To meet a temporary increase in enrollment which, in the judgment of the District will
365 not warrant creation of a permanent position, but which requires that the temporary
366 faculty member work more than 60% percent of a full-time assignment.

367 3.12 Compensation of faculty members for independent research and development activities in
368 excess of those normally considered part of a faculty member's workload, shall continue to
369 be provided in those instances where District and Research and Development Committee
370 evaluations of a research and development proposal indicate that such compensation for any
371 research and development project, whether proposed by a faculty member or requested by
372 the District, shall be established by the District on the basis of available budget funds, the
373 probable value of the completed research and development to the District educational
374 programs, and the anticipated amount of work needed to complete such research and
375 development.

376 3.13 The District will provide faculty access to voluntary deductions for existing vendor accounts.

ARTICLE 4
Health and Welfare Benefits

1
2

3 4.1 The District will, during the term of this Agreement, and subject to the remaining provisions of
4 this Article, continue to provide Blue Cross, Delta Dental and vision coverage for eligible
5 faculty members and their dependents and domestic partners under the existing plans, or
6 under such plans providing at least equivalent benefits as the District may designate.
7 Provisions related to domestic partners are set forth in Appendix L.

8 4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or
9 Health Net rather than Blue Cross may do so, provided that the District's share of the cost for
10 such coverage shall not exceed the amount it would otherwise contribute for Blue Cross
11 medical and vision coverage under this Agreement. The District's contribution shall in no
12 event exceed the full cost of the monthly premium for any such coverage. The deletion or
13 addition of any federally qualified HMO to the options available to faculty members shall only
14 be by joint agreement of the parties.

15 The District will arrange with Kaiser for the following additional benefits:

- 16 4.2 A. Durable medical equipment benefit.
17 4.2 B. Special in-patient drug and alcohol rehabilitation benefit.
18 4.2 C. Coverage for qualified dependents to age 25.
19 4.2 D. Vision Care 2.

20 It is understood that if addition of these benefits causes Kaiser premiums to exceed the
21 amount the District would otherwise contribute under the terms of Article 4.5, an affected
22 faculty member will pay the excess.

23 4.3 Faculty members bear the responsibility for meeting all requirements for eligibility in any
24 plans provided by the District and for properly completing enrollment and/or application
25 forms.

26 4.4 A. Faculty members eligible to participate in the District-provided insurance benefits and
27 to receive District contributions toward these benefits are those employed under
28 contract during the regular college year on at least a half-time basis.

29 B. (1) The District will pay a pro-rata amount to provide medical benefits to non-contract
30 faculty members teaching in two or more community college districts with a combined
31 workload of at least 100%.

32 (2) The District will pay 50% of the premium cost to provide medical benefits to non-
33 contract faculty members whose teaching assignment equals or exceeds 40% of a full-
34 time load in the District.

35 (3) If a non-contract faculty member meets the criteria in both (1) and (2) above, the
36 faculty member shall choose the payment plan from (1) and (2) above.

37 (4) If a non-contract faculty member's workload drops below 40% (or below 100% in
38 two or more districts) for two consecutive semesters, the benefit will terminate until
39 such time as the faculty member's load is once again 40% or more (or 100% in two or
40 more districts).

41 (5) If it is determined that the District will not be reimbursed 50% of the premium cost
42 by the state, the District will be obligated, in the subsequent fiscal year, to cover only
43 that percentage of the premium for which it received reimbursement and the non-
44 contract faculty member may opt to pay that portion not reimbursed by the state or to
45 drop the coverage.

- 46 4.5 The District shall continue to contribute the sum needed to provide the benefits specified in
47 this Article for each faculty member eligible for such benefits, and shall increase such
48 contributions on October 1 of each calendar year by the amount that is required to maintain
49 the above-mentioned Blue Cross, Delta Dental, and vision coverage.
- 50 Current coverage for retirees shall continue for faculty employed on or before June 30, 1990.
51 Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided
52 coverage to the age of 65 at which time the retiree's medical care plan shall be replaced by
53 Medicare and a Medicare supplemental plan which provides comparable benefits and which
54 is provided and paid for by the District. Dental and vision coverage will continue as provided
55 above.
- 56 Eligible faculty members initially employed on or after July 1, 2001, who meet the years-of-
57 service and age requirements stated above, and who retire, shall receive District medical
58 coverage similar to current employees to age 65 only if they have attained at least age 55
59 and have served at least ten years of continuous eligible service in the District. The District
60 also shall continue any dental and vision coverage as provided for current employees to age
61 65.
- 62 4.6 Payments of the District contribution for faculty members absent due to illness or injury of the
63 faculty member shall be made until the expiration of paid illness leave or until the
64 employment is terminated, whichever occurs first.
- 65 4.7 If, during the term of this Agreement, the District plans to secure coverage under a joint
66 powers agreement, or determines to solicit bids for alternative benefit plans to replace Blue
67 Cross, Delta Dental, or its vision plan, it shall, prior to advertising such bids, consult with the
68 Federation to assure that the bid specifications provide the levels of benefits specified above.
- 69 4.8 If the District plans to secure coverage through a joint powers arrangement or if responsive
70 bids for alternative medical, dental and/or vision benefit plans are received, and if
71 acceptance is likely and would result in premium contributions less than those specified
72 above, the District shall promptly notify the Federation of such probable acceptance and
73 shall, upon request, meet and negotiate regarding the allocation of any such savings.
- 74 4.9 Employees who are employed by the District at the time of retirement in accordance with
75 Article 4.5 shall be retained in the District health, vision, and dental insurance, with premiums
76 paid by the District, provided that such persons have a minimum of ten years of service with
77 the District and have attained an age and years of service equal to or greater than 75. The
78 minimum age for retirement is 55. The District shall provide paid dental benefits for currently
79 retired contract faculty who are receiving District-paid health and vision benefits.
- 80 4.10 Any other contract faculty member who is serving the District at the time of retirement, and
81 who has served the District a minimum of five years and has reached the age of 55, shall
82 upon retirement, have the option of retaining membership in the District's group health
83 insurance plan with premiums to be paid by the retiree.
- 84 Following a 30-day grace period during which the District will continue to provide District-paid
85 health and welfare benefits, spouses of deceased faculty members shall have the option of
86 retaining membership in the District's group health insurance plan with premiums to be paid
87 by the individual if the deceased faculty member would have been eligible for District-paid
88 benefits at the time of death. Faculty members receiving an State Teachers' Retirement
89 System disability allocation, and who, prior to receiving the disability allocation, had served
90 the District a minimum of ten years shall have the option of retaining membership in the
91 District's group health insurance plan with premiums to be paid by the individual.
- 92 4.11 Eligibility and benefits shall be as specified in the District's then-existing group medical
93 insurance plan.

- 94 4.12 Irrespective of provisions relating to District provision of health and welfare benefits, eligible
95 faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten
96 years service.
- 97 4.13 **Special Pre-retirement Program**
- 98 Regular faculty members shall be eligible for special pre-retirement under the following
99 conditions:
- 100 4.13 A. The faculty member shall have reached the age of 55 prior to the reduction of
101 workload.
- 102 4.13 B. The faculty member shall have been employed full-time for at least ten years in a
103 position requiring certification, of which the immediately preceding five years were
104 full-time employment.
- 105 4.13 C. During the period immediately preceding a request for reduction in workload, the
106 faculty member shall have been employed full-time in a position requiring certification
107 for a total of at least five years without a break in service. Sabbatical leaves and other
108 approved leaves of absence shall not constitute a break in service. Time spent on a
109 sabbatical or other approved leave of absence shall not be used in computing the
110 five-year full-time service requirement.
- 111 4.13 D. A faculty member who requests to participate in the pre-retirement program shall enter
112 into an agreement with the District respecting the terms and conditions of the faculty
113 member's program. Such agreement shall be consistent with the provisions of this
114 Article. The agreement can be revoked or amended with the mutual consent of the
115 District and the faculty member.
- 116 4.13 E. The faculty member shall be paid a salary which is the pro rata share of the salary
117 he/she would be earning had he/she not elected to exercise the option of part-time
118 employment, but shall retain all other rights and benefits for which he/she makes the
119 payments that would be required if he/she remained in full-time employment. The
120 District and the faculty member on the program shall agree to make contributions to
121 STRS equal to the amount that would have been contributed if the faculty member had
122 remained in full-time employment.
- 123 4.13 F. The faculty member shall receive the health and welfare benefits in the same manner
124 as a full-time (100%) faculty member as provided in this Agreement. Sick leave
125 accrued by the faculty member shall be prorated on the basis of the percentage of a
126 full contract or percentage of days taught, as appropriate.
- 127 4.13 G. Employment shall be one-half of the number of days of service required by the faculty
128 member's contract of employment during her/his final year of service in a full-time
129 position. In order to qualify for STRS, a faculty member on the pre-retirement plan
130 may not teach less than 50% of a full-time load in a given year. The 50% load may be
131 assigned full-time for one full semester or one-half time for a full academic year. The
132 District will make reasonable efforts to assign the faculty member as near the minimum
133 load as feasible.
- 134 4.13 H. The total number of years of reduction of workload shall not exceed ten years. The
135 faculty member must agree to retire and terminate his/her services with the District at
136 the conclusion of the faculty member's pre-retirement program, which program shall
137 not exceed ten years.
- 138 4.13 I. The period of such part-time employment under the reduced workload program shall
139 not extend beyond the end of the school year during which the faculty member
140 reaches his/her 70th birthday.
- 141 4.13 J. A faculty member wishing to participate in the program shall request to do so no later
142 than February 1 for the following school year.

- 143 4.13 K. A faculty member participating in the program is not eligible for sabbatical leave, is not
144 eligible for Summer Intersession Priority, and shall not be assigned an overload.
- 145 4.14 **Employees' Assistance Program**
- 146 4.14 A. The District will contribute up to \$2.25 each month for each employee in the Unit for
147 the Employees' Assistance Program (hereafter referred to as "EAP").
- 148 4.14 B. The program shall be available to all faculty.
- 149 4.14 C. Referrals may be made by supervisors, family members, or peers.
- 150 4.14 D. Requests for Employee Assistance Program services shall be made by the employee
151 who is to receive the services.
- 152 4.14 E. Such requests shall be confidential and no written record of any such requests shall be
153 maintained by any college personnel.
- 154 4.14 F. No employee is required to avail him/herself of these services.
- 155 4.15 **Dependent Care Assistance Plan**
- 156 A. The District agrees to provide full-time faculty with a Dependent Care Assistance Plan
157 (hereafter referred to as "DCAP"). Part-time faculty will have access to DCAP provided
158 the administrators of the Plan are able to modify the contract and ensure that the
159 District will pass the IRS Discrimination - Highly Compensated Employee Test.
- 160 B. The District shall pay the administrative fee for the Dependent Care Assistance Plan
161 and the employee shall pay the administrative fees for all other Article 125 plans for
162 which he/she enrolls.
- 163 4.16 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by
164 law, may elect to become a member of Social Security, STRS, or the Tax Shelter Annuity as
165 available and agreed-upon by the District and the Federation. Non-contract faculty have the
166 additional option of the STRS Cash Balance Plan. Employee and employer contributions to
167 Social Security and STRS will be according to law. Employee and employer contributions to
168 the TSA will be 3.75% each.
- 169 4.17 Effective on the date of ratification of this Agreement, the District shall provide to all contract
170 faculty members who meet the eligibility requirements in Article 4.4 A. group term life
171 insurance in the amount of \$50,000..
- 172 4.18 If during the term of this Agreement any faculty member covered under a district health
173 insurance plan exceeds \$800,000 in total health insurance carrier expenditures, the parties
174 agree to meet and negotiate within 10 working days after a request has been made on the
175 issue of the lifetime coverage limit under each of the plans. Either party may initiate the
176 request to meet and negotiate.

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
32
33
34
35
36
37
38
39
40
41
42
43

5.1 Administration of Assignment

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of the College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 Contract Teaching Assignments

5.2 A. The typical workload for all classroom teaching faculty members shall include:

5.2 A. (1) Classroom teaching.

5.2 A. (2) Preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.

5.2 A. (3) Maintenance of five office hours per week for student conference. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the Executive Vice President. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. Contract faculty with partial teaching assignments shall maintain such office hours as are a proration of the portion of the teaching contract held.

5.2 A. (4) Five hours per week service for instruction-related student-support activities. The activity(ies) shall be subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

Typically such activities may include the following:

5.2 A. (4) (a) continuing professional development;

5.2 A. (4) (b) sponsorship and support of student activities;

5.2 A. (4) (c) participation in budget development and employment interviewing procedures;

5.2 A. (4) (d) college and district committees;

5.2 A. (4) (e) department and division meetings;

5.2 A. (4) (f) curriculum development;

5.2 A. (4) (g) articulation and matriculation;

5.2 A. (4) (h) writing of grant proposals and research projects;

5.2 A. (4) (i) recruitment and high school relations;

5.2 A. (4) (j) registration advisement;

5.2 A. (4) (k) activities of faculty governance.

5.2 B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

5.2 B. (1) Teaching hours of faculty members shall be calculated on the basis of a full-time contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two semesters). The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture-equivalent hours between each of the two semesters. A faculty member may be assigned more

- 44 than 16 or less than 14 lecture or lecture-equivalent hours per semester as
45 her/his contract teaching load only with her/his permission. A faculty member
46 who wishes to teach an overload during a Spring semester must first fulfill
47 her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- 48 5.2 B. (2) Lecture equivalent hours for laboratory teaching assignments shall move from
49 the current ratio of .667 to a ratio of .68 lecture hours for each laboratory hour
50 commencing on July 1, 2003. Lecture equivalent hours for laboratory teaching
51 assignments in the labs listed in Appendix F shall be in a ratio of four hours of
52 laboratory teaching to three hours of lecture teaching.
- 53 5.2 B. (3) Lecture-equivalent hours for lecture-laboratory teaching assignments shall be in
54 a ratio of four hours lecture-laboratory teaching to three hours of lecture
55 teaching.
- 56 5.2 B. (4) **Coaching Assignments**
- 57 5.2 B. (4) (a) All coaching faculty shall meet their scheduled intercollegiate sport class
58 during the entire semester of the season of the sport. When the sport
59 season ends, other appropriate activities may be substituted for such class
60 meetings with the concurrence of the Athletic Director, but in no case shall
61 classes meet less than two times a week.
- 62 5.2 B. (4) (b) Those coaches who elect to substitute other activities for class meetings
63 shall prepare and submit a written plan, to be approved by the Athletic
64 Director, which may include, but is not limited to recruitment, placement of
65 athletes, advisement of students, high school relations, etc.
- 66 5.2 B. (5) Faculty members who teach semester classes with attendance at the end of the
67 late registration period in excess of 60 students will be given credit of an
68 additional one-half teaching-hour for each hour taught for each increment of 25
69 students in attendance above the 60 students per class.
- 70 5.2 B. (5) (a) A team-teaching situation exists in the event that two or more faculty
71 members are assigned to teach a single class offering which
72 encompasses one course or a combination of courses.
- 73 The additional load credit for each member of a team is to be the
74 additional load credit earned under the formula above [Article 5.2 B. (5)],
75 divided proportionally by the number of members of the team.
- 76 5.2 B. (6) Weekly student contact hours between 300 and 600 are considered a normal
77 assignment. Equalization of load shall be effected, so far as practicable, by
78 assignment of additional:
- 79 5.2 B. (6) (a) Technical, laboratory, reader, or clerical assistance shall be provided to an
80 instructional division when student contact hours exceed the following:
- 81 5.2 B. (6) (a) 1) English Composition, 450
- 82 5.2 B. (6) (a) 2) Lecture Classes, 550
- 83 5.2 B. (6) (a) 3) Laboratory Classes, 500
- 84 5.2 B. (6) (b) In the case of experimental programs, whenever the load assignment
85 contemplated departs appreciably from established norms, class-weight
86 credit to determine load assignments will be established by the President
87 in conference with the Executive Vice President, the Division Dean, the
88 Department Chair, and the faculty member involved.
- 89 5.2 B. (6) (c) A faculty member may meet and confer at any time with his/her Division
90 Dean and the Executive Vice President, regarding his/her teaching load or
91 its equalization.

- 92 A District-wide average of not less than 525 Weekly Student Contact
93 Hours, exclusive of WSCH's earned as part of an overload or extra-hourly
94 assignment, per full-time teaching faculty member, shall be established as
95 management's goal.
- 96 5.2 B. (7) Designation of new, or revised, courses as lecture, lecture-laboratory, laboratory,
97 or any combination thereof, for student credit hours shall be made by the college
98 Curriculum Committee or Academic Affairs Committee, subject to review by the
99 District Curriculum Committee and the Chancellor, subject to approval by the
100 Governing Board.
- 101 5.2 B. (8) PCAP will not be implemented during the term of this Agreement.
- 102 5.2 B. (9) TV classes, when offered, shall be offered and scheduled by the individual
103 colleges. Instructors will be hired and assigned classes by the individual
104 colleges. Instructors will receive 51 hours pay for each three unit section, if part
105 of an hourly assignment, or three lecture equivalent hours.
- 106 Each college shall offer TV courses only in its service area.
- 107 5.2 C. **Scheduling of Contract Teaching Assignments**
- 108 5.2 C. (1) Assignments of contract teaching load for contract faculty members shall have
109 first priority over any other class assignments.
- 110 5.2 C. (2) When the assignment for a teaching faculty member is prepared, primary
111 consideration will be given the needs of the students, the professional training
112 and experience of the faculty member, and the classes to be taught. Under no
113 circumstance may a course be taught by any faculty member who does not
114 possess the appropriate credential, meet the Minimum Qualifications or an
115 equivalency as determined by Governing Board Policy.
- 116 5.2 C. (3) Course, section and room scheduling for individual faculty members shall be
117 prepared within the Division in conjunction with the Department/Discipline,
118 subject to approval by the Executive Vice President. Such approval shall not be
119 unreasonably withheld. Any such conflicts shall be resolved through informal
120 discussions among the Executive Vice President, the Division Dean, the
121 Department/Discipline, and the affected faculty member.
- 122 5.2 C. (4) Faculty members hired for a specific Department/Discipline shall be assigned in
123 that Department/Discipline except as provided in the Transfer Article of this
124 Agreement.
- 125 5.2 C. (5) Without a faculty member's consent a minimum of 12 hours shall elapse
126 between the conclusion of the last class an instructor is assigned in one day and
127 the first class he/she is assigned on the following day. If a full contract teaching
128 assignment is not available in the day work hours, the faculty member may be
129 assigned classes during the evening hours to complete the full-time teaching
130 assignment.
- 131 5.2 C. (6) No faculty member shall be required to exceed any of the following maximums
132 unless the faculty member consents:
- 133 5.2 C. (6) (a) Number of course preparations - 3
- 134 5.2 C. (6) (b) Consecutive lecture hours - 3
- 135 5.2 C. (6) (c) Consecutive laboratory hours - 4
- 136 5.2 C. (6) (d) Break between classes in a day assignment - 4 hours
- 137 5.2 C. (7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during
138 a Monday through Friday time span. Faculty members may, with their consent

139 and the approval of the college management, be scheduled for a non-traditional
140 classroom assignment, but, in no case, fewer than four days.

141 When special conditions exist on a campus, as determined by college
142 management, and it is deemed advantageous to students and the community
143 served, non-traditional assignments shall be appropriate.

144 Such classroom assignments may include, but are not limited to:

145 5.2 C. (7) (a) A split assignment requiring both day and evening assignments for a full
146 assignment.

147 5.2 C. (7) (b) Saturday and/or satellite campus assignment as part of a full assignment
148 in off-campus locations.

149 5.2 C. (7) (c) Innovative "field" courses requiring extended periods with the class at off-
150 campus sites.

151 5.2 C. (7) (d) A traveling teaching assignment is a contract assignment, which includes
152 more than one site in the District (mileage between work sites to be
153 compensated by the District).

154 5.2 C. (8) Part-time contract faculty members shall be assigned duties and responsibilities
155 in pro-ration of a comparable full-time assignment.

156 5.2 C. (9) Teaching faculty members shall begin class on time and shall not, without prior
157 authorization, terminate any class before the required time of adjournment.

158 5.2 C. (10) Substitute responsibilities: Hours of work, other than assigned classroom time,
159 may be used to provide substitute services for a temporarily absent faculty
160 member and shall be paid for at the hourly rate of pay.

161 5.3 **Contract Non-Classroom Teaching Faculty**

162 5.3 A. All non-classroom teaching faculty s on full assignment shall be assigned 35 hours per
163 week.

164 5.3 A. (1) Any regularly scheduled assignment in excess of 35 hours per week shall be
165 compensated at the hourly rate as an overload assignment.

166 5.3 A. (2) Assignments shall be made only between the hours of 7 a.m. and 5 p.m. unless
167 the faculty member and his/her immediate supervisor mutually agree upon an
168 alternate method of scheduling the faculty member's hours.

169 5.3 B. A non-classroom faculty member may be allowed to teach as part of his/her full
170 assignment. For purposes of computing the clock hours, non-teaching faculty
171 members who teach classes will have class preparation time on the basis of one hour
172 for each hour in class, or as computed for teaching faculty. This section shall not be
173 deemed to apply to teaching of overload classes.

174 5.3 C. All non-teaching faculty not on extended contract shall have the same contractual
175 calendar as teaching faculty members except by mutual agreement.

176 5.3 D. Any non-classroom teaching faculty member on full assignment may request and be
177 assigned up to five hours per week of the 35 for development projects, sponsorship of
178 student activities, professional growth, staff development, research, committee work, or
179 other types of activities which directly benefit and promote his/her
180 department/discipline service area. The hours of assigned time may be distributed in
181 any way throughout an academic year or a semester to average the weekly assigned
182 time. All such assignments are subject to advance approval by the College President
183 or his/her designee, provided that such approval shall not be unreasonably withheld.

184 5.3 E. **The following applies only to the Counseling Faculty:**

- 185 5.3 E. (1) Counseling faculty may serve extended day students as part of their normal
186 workload or for overload pay, with the approval of the Dean of Counseling.
- 187 5.3 E. (2) Counseling workload shall be subject to the limitations inherent in the nature of
188 counseling, the number of students, the number of available appointment times,
189 and the need for a quality-counseling program. The maximum number of
190 students to counselors under the above criteria may be recommended by
191 affected faculty and shall be subject to reasonable approval of the immediate
192 supervisor.
- 193 It shall be a joint goal of management and the counseling staff to provide one
194 FTE appropriate-credentialed counselor per 550 to 800 graded students on each
195 campus.
- 196 5.3 E. (3) In addition to regular division meetings, each counseling division may schedule
197 one normal contract day per month for in-service training. Each campus will
198 develop the in-service independently to best meet the needs of the counseling
199 faculty.
- 200 5.3 E. (4) A counselor may be scheduled up to six hours per week to coordinate
201 specialized centers and/or program activities where professional expertise is
202 required.
- 203 5.3 E. (5) Each full-time counselor shall receive a minimum of 3 hours per week for
204 development projects, professional growth, research, staff development, transfer
205 assistance, articulation, college/high school visitations and other college
206 activities that directly benefit and promote the department/service area and the
207 student. The hours of assigned time may be distributed in any way throughout
208 the semester to average the weekly assigned time.
- 209 The assignment(s)/activity(ies) shall be decided upon after joint consultation
210 between the counselor(s) and the appropriate manager, subject to the approval
211 of the College President or his/her designee. Such approval shall not be
212 unreasonably withheld.
- 213 5.4 **Non-Contract Assignments**
- 214 5.4 A. **Eligibility**
- 215 5.4 A. (1) **Contract Faculty Members**
- 216 5.4 A. (1) (a) May teach a maximum of one course (without regard to hours) or six class
217 hours (without regard to the number of courses) per week at the
218 extra-hourly rate of pay, except for time required as a substitute.
- 219 5.4 A. (1) (b) May work a maximum of six clock hours of a non-teaching assignment per
220 week at the hourly rate of pay, except for time required as a substitute, or
221 in case of emergency, as determined by management.
- 222 5.4 A. (1) (c) The sum of the assignments in (1) and (2) above shall not exceed six
223 hours per week during any one semester except as stated above.
- 224 5.4 A. (2) **Non-Contract Faculty Members:**
- 225 5.4 A. (2) (a) May teach a maximum of not more than nine lecture or lecture-equivalent
226 hours of instruction or a combination of the above-type courses not to
227 exceed 60% of a full-time teaching assignment per week during any
228 semester.
- 229 5.4 A. (2) (b) May be assigned to a maximum of not more than 60% of a full-time faculty
230 member's assignment during any semester.

- 231 5.4 A. (2) (c) May be assigned a combination of teaching and non-teaching
232 assignments to a maximum of not more than 60% of a full-time
233 assignment as defined in (1) and (2) above.
- 234 5.4 A. (2) (d) Amounts paid under Article 3.5 of the Agreement shall not be considered
235 in determining whether a faculty member is working 60% of the hours per
236 week considered to be a full-time assignment under Education Code
237 Section 87482
- 238 5.4 A. (2) (e) If the services of a non-contract faculty member are terminated, the faculty
239 member and the Federation shall receive written notice within ten working
240 days. In addition, the faculty member shall receive written notification by
241 US mail of the reasons for termination within ten working days
- 242 5.4 A. (2) (f) The performance of substitute services by members of the Unit shall not
243 be considered as an assignment within the meaning of the Bargaining
244 Agreement, or for the purpose of determining whether an individual is
245 performing 60% of a full-time assignment within the meaning of the
246 Education Code, Section 87482, and Agreement Article 5.4B.
247
- 248 5.4 C. **Non-Contract Assignment Procedures**
249 As referenced in this Article, "consideration" means that there is careful thought, or
250 attention, or deliberation regarding the decision. Consideration does not mean
251 guarantee, but it requires an importance being given and a weighting of criteria.
- 252 5.4 C. (1) Non-contract assignments shall be made using the following considerations:
- 253 5.4 C. (1) (a) Full time faculty and non-contract faculty on a college's preference list will
254 be given first consideration for hourly assignments in accordance with the
255 Primary Criteria listed in Article 5.4C(2)(a).
- 256 5.4 C. (1) (b) Non-contract faculty not on the preference list and retired faculty will be
257 given second consideration for hourly assignments.
- 258 5.4 C. (1) (c) New hires and management not having had a previous non-contract
259 assignment in the District will be given third consideration for hourly
260 assignments.
261 Beginning Fall 1998, all non-contract faculty will be evaluated during a
262 one-year period. During this period of evaluation, any non-contract faculty
263 receiving a unanimous superior rating from the peer evaluators and the
264 immediate supervisor will be placed on a college's preference list and
265 given preference status for available assignments beginning Spring
266 semester 2000. Once placed on the preference list, status is maintained
267 until a subsequent evaluation results in unanimous agreement that the
268 faculty member is no longer rated superior. Non-contract faculty who have
269 previously established longevity within the District and who are not
270 employed during this initial evaluation period and who are not placed on a
271 college's preference list shall be evaluated during the first semester of
272 their return.
- 273 5.4 C. (2) The following criteria will be used by the Department Chair/Coordinator and the
274 Dean/Immediate Supervisor in the consideration of all hourly assignments within
275 each of the non-contract assignment categories specified in 5.4C(1):
- 276 5.4 C. (2) (a) **Primary Criteria:**
- 277 5.4 C. (2) (a) (1) Longevity within the discipline within the District.
- 278 5.4 C. (2) (a) (2) Previous assigned load.

279	5.4	C.	(2)	(b)	Secondary Criteria:
280	5.4	C.	(2)	(b)	(1) Recent performance in the specific courses/assignment.
281	5.4	C.	(2)	(b)	(2) Education and training related to the specific courses/assignment.
282	5.4	C.	(2)	(b)	(3) Recent professional development/renewal related to the specific courses/assignment.
283					
284	5.4	C.	(2)	(b)	(4) Satisfaction of any special or desired qualifications for the specific courses/assignment.
285					The Department Chair/Coordinator will consult with the
286					Dean/immediate supervisor prior to any hourly assignments being
287					recommended. All reasonable effort will be made to accommodate
288					non-contract assignment requests regarding times(s), day(s),
289					locations(s) and course(s). If the Department Chair/Coordinator,
290					and Dean/immediate supervisor do not agree as to whether to give
291					a particular assignment to the faculty member, the Executive Vice
292					President will determine assignment. If a faculty member is
293					dissatisfied with his/her assignment, the Executive Vice President
294					will determine the assignment.
295					
296	5.4	C.	(3)		Request and Notice of Assignment – The following schedule shall be used for
297					issuance and return of assignment request forms (here after referred to as
298					“ARF”):
299					Fall:
300					• Issue ARF at the start of the previous Spring Semester
301					• Return ARF within 30 calendar days of the start of the previous Spring
302					Semester
303					Spring:
304					• Issue ARF at the start of the previous Fall Semester
305					• Return ARF within 30 calendar days of the start of the previous Spring
306					Semester
307					Summer:
308					• Issue ARF at the start of the previous Spring Semester
309					• Return ARF within 30 calendar days of the start of previous Spring Semester
310					All ARF’s will have the name of the college of origin stated on the form.
311					Eligible faculty members not currently assigned must keep the District informed of any
312					changes in their mailing addresses. Failure of a currently non assigned eligible faculty
313					member to keep the District so informed shall constitute a waiver of the faculty
314					member’s right to consideration for assignment.
315					Offers of employment indicating assignments will be mailed to faculty no later than the
316					first week in June for the Fall semester, the first week in December for the Spring
317					semester, and the first week in April for Summer Interssessions.
318	5.4	C.	(4)		Longevity: Total regular semesters of non-contract service in a grouping (as
319					defined in Appendix G). Accumulated longevity is held by the faculty member for
320					life.
321	5.4	C.	(4)	(a)	A faculty member may hold different longevity in different groupings.
322	5.4	C.	(4)	(b)	Appropriate campus offices shall maintain lists that establish discipline
323					preference consideration lists and longevity in accordance with this article.

- 324 These lists shall be updated by the end of the fourth week of each
325 semester and forwarded to the Federation.
- 326 5.4 C. (5) **Effect of Class Cancellation.** In the event that a faculty member assigned on a
327 non-contract basis has any part of his/her assignment as indicated in his/her
328 offer of employment cancelled during the period between the time when the offer
329 was made and the first day of walk in registration. The faculty member shall
330 have the right to teach the assignment of the faculty member(s) with the least
331 longevity in the same department/discipline (as defined in Appendix G) to restore
332 his/her cancelled assignment.
- 333 5.4 C. (6) **Loss of Contract Assignment.** In the event that a contract faculty member has
334 any part of his/her contract assignment cancelled, it shall be fully reinstated by
335 assuming the equivalent amount of FTE load of a faculty member with the least
336 longevity within the discipline grouping. In the event that assuming such FTE of
337 the lowest-status faculty member presents a time conflict with the remainder of
338 the contract faculty member's assignment or a conflict with federal or state law,
339 the contract faculty member shall assume the necessary FTE of the faculty
340 member with the next appropriate assignment (one which presents no such
341 conflicts) on the longevity list in the discipline grouping.
- 342 5.4 C. (7) **Qualification.** If a faculty member is not given an assignment because the
343 District determines that he/she does not meet the State-Mandated Minimum
344 Qualifications or possess an appropriate valid credential, the faculty member
345 may grieve the issue of his/her presumed lack of qualifications to teach the
346 assignment being denied, the grievant being entitled to move that he/she is
347 qualified to teach the course(s) in question.
- 348 5.4 C. (8) Any non-contract faculty member who applies for a contract position in the
349 District and who meets the qualifications for that position as specified in the job
350 announcement and determined by the Screening Committee shall be interviewed
351 by the Committee.
- 352 5.4 C. (9) Comparable load for non-contract assignments shorter than a semester shall be
353 calculated by dividing the total number of hours assigned for the semester by 17
354 and rounding to the nearest half hour. (Total number of hours for a classroom
355 assignment is determined by multiplying the number of hours assigned per week
356 by the number of weeks a course is scheduled, as indicated in the schedule of
357 classes.)
358
- 359 **5.5 Summer Intersession Assignments**
- 360 Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified
361 faculty member to serve during the authorized Summer Intersession. This assignment is
362 outside of the regular assignment basis and may be authorized only for the period between
363 the last day of the Spring Semester and first day of the next Fall Semester.
- 364 5.5 A. Faculty members shall be assigned available classes within a given grouping as
365 defined in Appendix G in the following order of priority:
- 366 5.5 A. (1) Contract faculty in the discipline on the campus will be assigned up to two
367 classes.
- 368 5.5 A. (2) Non-contract faculty on the preference list in the discipline on the campus will be
369 assigned up to two classes.
- 370 5.5 A. (3) Other non-contract faculty and retired faculty in the discipline on the campus will
371 be assigned up to two classes.
- 372 5.5 A. (4) Faculty in the discipline from other campuses will be assigned up to two classes.

- 373 5.5 A. (5) Faculty in other disciplines but qualified to teach in the discipline, may be
374 assigned up to two classes.
- 375 5.5 A. (6) New hires and management not currently teaching may be assigned up to two
376 classes.
- 377 5.6 Faculty members will make all reasonable efforts to report absences from any assignment in
378 advance. If possible, day absences will be reported to the immediate supervisor and
379 evening absences shall be reported to the supervisor on duty in the appropriate office.
- 380 5.7 **Faculty Service Areas** (hereafter referred to as "FSA"): An FSA is defined as a service or
381 instructional subject area or group of related services or instructional subject areas
382 performed by faculty and established by a community college district for purposes of
383 termination of services either for a reduction in attendance or reduction or discontinuance of
384 a particular kind of service.
- 385 No tenured employee may be terminated while any probationary employee, or any other
386 employee with less seniority, is retained to render a service in a faculty service area in which
387 the records of the District maintained pursuant to this Agreement reflect that the tenured
388 employee possesses the minimum qualifications prescribed by the Board of Governors and
389 is competent to serve under District competency criteria as defined in Article 5.7 A.
- 390 5.7 A. The list of FSAs in the District shall be the same list as the State Minimum
391 Qualifications for Hire Discipline List as defined by the Board of Governors. A faculty
392 member will be considered "competent" in an FSA if the faculty member satisfies the
393 state minimum qualifications for hire, including the equivalence provision or holds the
394 appropriate credential, for the discipline of the FSA.
- 395 If changes in the State Minimum Qualifications for Hire Discipline List are made by the
396 Board of Governors, such changes shall automatically apply in this District. Should a
397 change in the list affect a faculty member's FSA assignment, adjustments in the
398 assignment will be made utilizing the methods established in this Agreement.
- 399 5.7 B. An employee may petition for recognition of competence in an FSA by using one of the
400 following procedures. It shall be the responsibility of the employee to provide the
401 District with all records necessary to substantiate the claim of competence.
- 402 5.7 B. (1) Petition For Recognition of Competence in a new FSA by means of minimum
403 qualifications or credential shall be by the following procedure: The employee
404 shall petition the District for such recognition. The District will review and
405 respond within two weeks.
- 406 5.7 B. (2) Petition For Recognition of Competence in an FSA by means of an equivalency
407 shall be by the following procedure: The employee shall submit a Supplemental
408 Application Equivalency Request Form to the appropriate department/discipline
409 for such recognition. Each department/discipline will review submitted requests
410 and determine equivalency status within two weeks by a procedure determined
411 in advance by the department/discipline.
- 412 5.7 C. New Faculty: The District shall provide each new faculty employee a list of those
413 faculty service areas for which he or she possesses competence as determined by the
414 employee's records on file with the District within 60 days of hire.
- 415 5.7 D. Refusal to grant recognition in a faculty service area is grievable under Article 16,
416 Grievance Procedure.
- 417 5.7 E. The last day to apply for recognition of a faculty service area for use in any academic
418 year is February 15th of that academic year.
- 419 5.8 A. Non-contract faculty with 40% or more of a full-time load shall be compensated for
420 one student-advisement (office) hour per semester. Compensation shall be at the

421 appropriate non-contract rate. Non-contract faculty may perform their student advisement
422 hour(s) via internet.

423

424 5.8 B. Amounts paid under 5.8 A of the Agreement shall not be considered in determining
425 whether a faculty member is working 60% of the hours per week considered to be a full-
426 time assignment under Education Code Section 87482 or under section 5.4A(2) of the
427 Agreement.

428

429

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
32
33
34
35
36
37
38
39
40
41
42

-
- 6.1 The number of students per class (class size) shall be subject to limitations inherent in the nature of the class, the size of the room, the number of available student stations and available equipment, and the safety of students. The maximum class size under the above criteria may be recommended by affected faculty through the relevant department, and shall be subject to reasonable approval of the Executive Vice President of Student Learning, or his/her designee.
- 6.2 **Maximum Class Size**
- 6.2 A. Classes for the Handicapped/Learning Disabled Students. The maximum class size for the handicapped and learning disabled students shall be 20 or shall meet existing laws and regulations.
- 6.2 B. The maximum class size for English composition classes shall be 27.
- 6.3 The minimum number of students enrolled in a regular credit course shall be 15 students at the end of the class adjustment period, in order to continue. Exceptions may be approved on the basis of factors which include, but are not limited to the following:
- 6.3 A. Individual classes that meet specific District graduation requirements.
- 6.3 B. A third or fourth semester of instruction in sequential class.
- 6.3 C. Single class offerings that are not scheduled annually, but meet specific curricular requirements.
- 6.3 D. Classes where added reimbursement pays one-half of the salary of the instructor or meets contract obligations with other agencies.
- 6.3 E. A combined class of two, or more, levels of instruction scheduled at the same instructional hour may be considered for the continuance of each section on the total enrollment of the combined groups.
- 6.3 F. Introduction of a new course essential to adopted curricula or approved for experimental study.
- 6.3 G. Essential remedial classes in which instruction must be highly individualized.
- 6.4 The District shall establish the dates of the class adjustment period (that period during which registered students may add and drop courses) on each campus. The class adjustment period shall be scheduled for a minimum of ten consecutive working days beginning with the first day that classes meet for instruction (not including flex days) each semester.
- 6.5 The District shall establish the dates of late registration on each campus. Late registration (that period after classes have begun and during which students may register to attend the District's colleges) shall be scheduled for a minimum of five consecutive working days beginning with the first day of classes each semester.
- 6.6 Non-graded classes will be discontinued when attendance for any such class falls below 15 for two consecutive sessions, unless exception is specifically granted by the Executive Vice President.
- 6.7 First priority in resources (rooms, equipment, faculty) will be assigned to graded (credit) courses.

(This page intentionally blank)

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

- 7.1 The District will provide a safe working environment for faculty members.
- 7.2 Any faculty member who observes a condition in the working environment that he or she feels is unsafe and creates any imminent danger of harm to any person should immediately take whatever action may be necessary or appropriate to have such condition corrected and to notify his/her immediate supervisor of the existence of such condition. Faculty members should also notify the appropriate immediate supervisor regarding any other unsafe condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 7.3 If any faculty member has notified his/her immediate supervisor of an alleged unsafe working condition, and the faculty member feels that District management has failed to take appropriate corrective action, the faculty member may submit a written statement of the alleged condition and any proposed corrective action to the Vice President of College Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.
- 7.4 Within five days of receipt of any such complaint, the College President shall take appropriate corrective action, or shall convene an ad hoc safety committee consisting of two faculty members appointed by the Federation and two members of District management. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days.
- 7.5 If the ad hoc safety committee recommends corrective action, and such action is not taken, the faculty member who submitted the complaint may, within 15 calendar days after receipt of his/her copy of the recommendations, utilize the grievance procedure of this Agreement for further processing of the complaint. Except as specifically set forth above, the grievance procedure shall only be applicable to Articles 7.9 and 7.10.
- 7.6 The District will continue its practice of making health services available to faculty members for emergency medical treatment on the same basis upon which such services are made available to the students.
- 7.7 Any faculty member who is threatened with bodily harm, or who suffers bodily harm because of the actions of any individual or group while such faculty member is acting within the course of his/her assigned duties, shall report such threat or harm to his/her immediate supervisor, and where appropriate, to law enforcement authorities.
- 7.8 The District shall provide all legally required indemnifications and legal assistance to any faculty member who is exposed to any legal liability because of any threat of harm or any assault upon such faculty member while acting within the course and scope of his/her duties.
- 7.9 A faculty member who is injured while acting within the course and scope of his/her employment shall be entitled to industrial accident or illness leave for not more than 60 days in any one fiscal year for any such accident or illness. Utilization of such leave shall be subject to the following conditions:
- 7.9 A. Such leave shall not be cumulative from year to year.
 - 7.9 B. Such leave will commence on the first day of absence due to such industrial accident or illness.
 - 7.9 C. Payment for such leave shall not, when added to any award granted to the faculty member under the Worker's Compensation laws of this State, exceed such faculty member's normal daily rate of compensation.
 - 7.9 D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.

- 50 7.9 E. The continuation of authorized absence into a subsequent fiscal year shall not be
51 deemed to extend or increase the 60 days of leave available for such industrial
52 accident or illness.
- 53 7.9 F. Utilization of such leave shall be subject to the faculty member's submission of such
54 appropriate proof of industrial accident or illness, and the effects thereof, as the District
55 may designate.
- 56 7.9 G. Leave with pay because of industrial accident or illness shall first be charged to the
57 above-mentioned 60-day leave provision before a faculty member is required to utilize
58 any accumulated sick leave.
- 59 **7.10 Damage or Destruction of Clothing or Personal Property**
- 60 7.10 A. As permitted in the Education Code, the District shall provide for payment of the costs
61 of replacing or repairing property of a faculty member, such as eyeglasses, hearing
62 aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty
63 member, or vehicles whenever any such property is damaged in the line of duty
64 without fault of the faculty member.
- 65 7.10 B. In addition, and as permitted in the Education Code, the District shall reimburse a
66 faculty member for the loss, or damage by arson, burglary or vandalism of personal
67 property used in the schools of the District. Reimbursement shall be made only when
68 approval for the use of the personal property in the schools was given before the
69 property was brought to school and when the value of the property was agreed upon
70 by the faculty member and the member of District management designated for this
71 purpose.
- 72 7.10 C. The value of any property subject to loss reimbursement under this Article shall be
73 determined as of the time of the damage thereto. The property damaged or lost must
74 be more than \$25 per article or incident to be considered for reimbursement.
- 75 7.10 D. In the event the faculty member is paid the costs of replacing or repairing such
76 property or the actual value of such property by other than the District, the District's
77 liability under this Article shall be reduced by the amount of such payment.
- 78 7.10 E. All claims shall be submitted on forms provided by the District's Business Services
79 Office, and shall include such relevant facts as costs of repairs, invoices, notations of
80 circumstances, and witnesses, if any. The claim form shall be signed by the faculty
81 member and his/her immediate supervisor and submitted within 15 working days of the
82 incident.
- 83 7.11 The District will continue its efforts to assure the safety of faculty members using parking lots
84 at District-owned facilities through the provision of lighted parking reserved for the use of
85 faculty; through security and patrol for all lots within the limits of existing security personnel,
86 and within such limitation, and when requested during evening hours by a faculty member
87 having a reasonable basis to fear for his/her safety, by providing an escort between such
88 faculty member's worksite and parking area.
- 89 7.12 In the interest of the health and welfare of the students, employees, and the public, smoking
90 is prohibited in all District vehicles, buildings, and facilities, and within five feet of any exit
91 or entrance of such buildings or facilities.
- 92 7.13 Those faculty members who are volunteering to perform services as commercial vehicle
93 operators during their coaching assignment will be subject to the provisions of the District's
94 Drug and Alcohol Testing Program for the time period of thirty days prior to the beginning of
95 the coaching season and ending with the close of the season, including any post-season
96 events. Faculty members volunteering to perform these services only for special events that
97 occur periodically throughout the year shall be subject to these provisions for a period of
98 thirty days prior to the special event and the day of the event. Actual testing shall only occur
99 during that period of time between noon on the day before the faculty member is expected to

100 drive and midnight after the driving has occurred. Each affected faculty member is exempt
101 from testing during his/her off-season.

102
103 Faculty members drawn for random testing outside of these time periods will not be required
104 to undergo the testing. All faculty members who are operating commercial vehicles will be
105 required to keep the Primary Communicator informed of the season dates and special events
106 for which they will be operating a commercial vehicle.

107
108 The provisions of the District's Drug and Alcohol Testing Program are applicable to a faculty
109 member only in his/her capacity as a commercial vehicle operator.

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49

8.1 **Leaves Without Pay**

8.1 A. Any contract faculty member may be granted an unpaid leave of absence by the Governing Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Governing Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.

8.1 A. (1) **Health.** An application for leave of absence for reasons of health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.

8.1 A. (2) **Study.** An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied and at what institutions.

8.1 A. (3) **Travel.** A leave of absence for the purpose of educational travel must be supported by a written statement and itinerary indicating absence from the District for a majority of the time covered by the application for such leave.

8.1 A. (4) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires the full-time attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home in excess of the provisions of Article 8.5.

8.1 A. (5) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in Article 8.1A(2) above, and which, in the judgment of the Governing Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.

8.1 A. (6) **Military Leave.** Such leave will be granted for required active duty only, and is without pay except for employees with one year or more in the District who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.

8.1 B. The maximum length of any unpaid leave granted by the Governing Board shall be one year, provided that, upon receipt of request for extension, the Governing Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.

8.1 C. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District Human Resources Office at least 90 days prior to the proposed effective date of the leave. Whenever

- 50 possible, such leaves shall be requested in minimum increments of one semester, or
51 as necessary to minimize interruption of faculty assignments.
- 52 8.1 D. All leave applications shall be submitted to the office of the appropriate College
53 President, or his/her designee, and, if the President or his/her designee recommends
54 the granting of such leave, the recommendation shall be forwarded to the Chancellor
55 and to the Governing Board for further consideration and evaluation.
- 56 8.1 E. Other than in such exceptional circumstances as the Governing Board may determine,
57 or except as set forth below in Article 8.1F, a break in service time resulting from
58 leaves without pay shall not be included in computing or granting other benefits such
59 as sick leave, longevity pay, vacation time, step advancement, or other fringe benefits.
60 A faculty member on leave without pay shall have the option of maintaining his/her
61 medical, dental and vision coverage in the District group plans at his/her own cost.
- 62 8.1 F. In certain cases of personal leave for professional development, where no district
63 funds are expended and where the employee engages in activities of an educational
64 nature that do not result in the accumulation of college credits for salary schedule
65 advancement, the employee may qualify for step advancement on the salary schedule
66 on the basis of time occupied by the approved leave, with a maximum of one year's
67 credit. The application for such leave must be filed with the College President and
68 receive his/her recommendation; be recommended by the Chancellor; and be granted
69 by the Governing Board in advance of the beginning of such leave in order to become
70 effective.
- 71 8.1 G. Any transfer of a faculty member who is on an unpaid leave of absence shall be
72 subject to the transfer provisions of this Agreement.
- 73 8.2 **Absence With Salary**
- 74 Time on paid leave shall be counted as time in service.
- 75 8.2 A. **Sick Leave**
- 76 8.2 A. (1) In any fiscal year, contract faculty members and temporary long-term substitutes
77 shall earn paid sick leave time at the rate of 1.0 day for each full school month of
78 paid contract service.
- 79 8.2 A. (2) When a contract faculty member is absent from his/her duties because of illness
80 or injury, whether or not the absence arises out of, or in the course of,
81 employment, said faculty member shall be paid:
- 82 8.2 A. (2) (a) Full salary for such absence if that period does not exceed the unused
83 portion of current and accumulated sick leave benefits.
- 84 8.2 A. (2) (b) Half salary for five school months beginning with the expiration of
85 accumulated sick leave. This benefit shall be limited to one five-month
86 period for any one illness or accident. The Governing Board may grant
87 this leave for an additional period provided the faculty member has
88 maintained a continuous contractual status with the District and has
89 completed one full year of satisfactory service under an annual contract
90 subsequent to the last leave granted under the provisions of this Article.
- 91 8.2 A. (3) Hourly paid faculty having a regularly-scheduled hourly assignment shall earn
92 and accrue paid sick leave at the rate of one hour for each 16 hours worked.
- 93 8.2 A. (3) (a) No sick leave is earned for any fraction of 16 hours worked.
- 94 8.2 A. (3) (b) Sick leave earned on an hourly basis may be used only during
95 regularly-scheduled hourly employment, not in regular contract
96 employment, or for time outside the regular scheduled hourly assignment.

- 97 8.2 A. (3) (c) Sick leave earned in regular contract employment may not be used in
98 connection with hourly employment.
- 99 8.2 A. (4) A faculty member who does not use the full amount of full-pay sick leave earned
100 in any fiscal year shall be given cumulative credit for such unused full-pay sick
101 leave. The term "full-pay sick leave" as used in this Agreement includes all
102 accrued sick leave except as provided under Article 8.2A(2)(b).
- 103 8.2 A. (5) **General:**
- 104 8.2 A. (5) (a) Faculty filing claims under provisions of this Article shall file, or cause to be
105 filed, an Employee Absentee Report form (appended hereto as Appendix
106 B) on which they shall certify that the illness, injury or incapacity was of
107 such character as to require absence from duty during the period of sick
108 leave claimed.
- 109 8.2 A. (5) (b) A contract faculty member assigned on a partial contract shall be paid sick
110 leave benefits only in proportion to the time which such assignments bear
111 to full time.
- 112 8.2 A. (5) (c) Any faculty member wishing to utilize any form of sick leave or leave of
113 absence pursuant to this Article may be required to provide such proof as
114 District management shall designate to justify the need for such leave of
115 absence, provided that this requirement shall not be used to intimidate,
116 coerce, or discriminate against any faculty member.
- 117 8.2 A. (6) The District shall establish a faculty voluntary cumulative pool of sick leave days
118 and/or hours for non-contract faculty. Leave days or hours may be utilized from
119 this pool to provide replacement services for a participating unit member who is
120 on a long-term illness or accident leave and is in need of financial assistance.
121 The Governing Board shall determine who should be allowed to use days from
122 the pool based upon recommendations made by a committee composed of three
123 representatives selected by the District and three representatives selected by the
124 Federation. The committee shall recommend rules and regulations for the
125 administration of the pool.
- 126 8.2 B. **Personal Necessity Leave**
- 127 Accrued full-pay sick leave may be used by a faculty member, at his/her election, in the
128 following cases of personal necessity:
- 129 8.2 B. (1) Death of a member of his/her immediate family when additional leave is required
130 beyond that provided for Bereavement Leave by this Agreement.
- 131 8.2 B. (2) Accident, involving his/her person or property, or the person or property of a
132 member of his/her immediate family.
- 133 8.2 B. (3) Appearance in any court or before any administrative tribunal as a litigant, party,
134 or witness under subpoena or court order.
- 135 8.2 B. (4) Personal emergencies, which include recognized religious holidays, serious
136 illness involving a member of the immediate family, and personal business of a
137 compelling nature.
- 138 8.2 B. (5) Personal necessities as determined within the discretion of the faculty member,
139 provided that such leaves shall require reasonable advance notice (in cases
140 other than emergencies, 48 hours constitute reasonable notice) to the Executive
141 Vice President, and provided further that the District may limit the total number of
142 faculty taking such leaves at any one time to a reasonable number.
- 143 Use of sick leave for the above purpose shall be limited to six days in any school year
144 for a contract faculty member or 60% of one year's accrual of sick leave for a faculty
145 member on non-contract assignment. Use of sick leave for personal necessity shall be

146 limited to 60% of the non-contract assignment. For such faculty who are employed for
147 the Fall Semester, the base for calculating the projected accrual of sick leave shall be
148 the number of hours offered multiplied by two; for such faculty who are employed for
149 the Spring Semester only, the base shall be the number of hours offered in the Spring
150 Semester. In the event a faculty member does not work the full number of hours
151 projected, the faculty member shall not be granted more sick leave than has actually
152 been earned.

153 "Immediate family", as used in this Agreement, is defined as mother, father,
154 grandmother or grandfather of the faculty member or the spouse of the faculty
155 member, spouse, sister, brother, son, daughter, uncle, aunt, niece, nephew, son-in-
156 law, daughter-in-law, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-
157 law, step-child, step-sister, step-brother, or any relative of either spouse living in the
158 immediate household of the employee.

159 8.2 C. **Bereavement Leave**

160 Any faculty member shall be allowed a leave of absence not to exceed five working
161 days on full pay when such absence is occasioned by reason of death in the
162 immediate family of the faculty member, or by other acute bereavement. For the
163 purposes of interpreting this provision:

164 8.2 C. (1) "Immediate family" is defined under Personal Necessity Leave in Article 8.2B(5)
165 above.

166 8.2 C. (2) "Acute bereavement" is subject to interpretation by the District.

167 8.2 D. **Subpoena Leave**

168 When a faculty member is absent because of a mandatory court appearance, except
169 as a litigant, said faculty member shall suffer no monetary loss by reason of said
170 service.

171 8.2 D. (1) Fees, exclusive of mileage paid by the court or party requiring the faculty
172 member's appearance shall be paid to the District unless the fees are greater
173 than the faculty member's salary, in which case the faculty member may retain
174 the fees and be listed as absent due to personal business.

175 8.2 D. (2) A copy of the subpoena or a court order must be filed with the absence report.

176 8.2 D. (3) Absence of a faculty member for a legal action in which he/she is a litigant may
177 be classified as a personal necessity.

178 8.3 **Exchange Service Leave**

179 Arrangements may be proposed by a regular faculty member to a properly credentialed
180 faculty member of another district or college on a similar professional plane for the purpose
181 of exchanging positions for a period normally not exceeding one year. Exchanges may be
182 arranged with either foreign or domestic service in mind. Exchanges will normally be
183 arranged to permit the District faculty member to receive his/her full remuneration from the
184 District, while his/her opposite number will be reimbursed under an agreement he/she has
185 reached with his/her own district or college. The Governing Board will consider the value of
186 both to the District, and to the individual applicant of the exchange arrangement, in reaching
187 its decisions concerning the granting of such service leaves.

188 8.4 **Compassionate Leave**

189 In any one school year a faculty member may be granted a maximum of three days
190 (non-cumulative) paid leave to cope with an emergency in his/her family which, in the
191 judgment of the College President and the Vice Chancellor, Human Resources, necessitates
192 the faculty member's presence at the scene of a family emergency. Such leave may be
193 granted only after all other applicable types of leave have been exhausted.

194 8.5 **Parental Leave**

195 Faculty members are eligible for leaves of absence when said absence is due to pregnancy,
196 convalescence from childbirth or adoption of a child.

197 Any faculty member who is required to absent herself from her duties because of pregnancy,
198 convalescence following childbirth or placing of an adopted child in the home shall be
199 granted maternity leave without loss of pay for a period not to exceed 15 working days. Any
200 additional days of absence required due to pregnancy, or convalescence following childbirth,
201 or adoption shall be granted without pay. The effective days of the required absence from
202 duty shall be certified to the District in writing by the attending physician or health
203 practitioner.

204 Any faculty member who is required to absent himself from his duties because of birth or
205 adoption of a child shall be granted paternity leave without loss of pay for a period not to
206 exceed 15 working days.

207 Nothing in this Article shall be construed so as to deprive any faculty member of such leave
208 rights under the other provisions of this Agreement for absence due to illness or injury
209 resulting from pregnancy.

210 8.6 **Sabbatical Leave**

211 8.6 A. **Policy**

212 Regular faculty members are encouraged to pursue opportunities for professional
213 growth leading to the development of increased competence. These professional
214 growth opportunities will focus primarily on the growth of the individual in order to
215 maintain a dynamic faculty, one equipped with the mental and emotional tools to
216 provide exceptional service to the students and the District in an era of constant
217 change.

218 8.6 B. **Sabbatical Leave Committee**

219 8.6 B. (1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave
220 Committee at each college. The Sabbatical Leave Committee shall be a
221 standing committee at each college.

222 8.6 B. (2) The Committee shall weigh the value of each proposed sabbatical leave to the
223 faculty member, to the students, and to the District.

224 8.6 C. **Purposes of Sabbatical Leave**

225 Sabbatical leaves may be granted for purposes that include, but are not limited to, the
226 following.

227 8.6 C. (1) Academic study or professional research at an accredited institution of higher
228 education.

229 A faculty member who applies for leave for this purpose shall agree to undertake
230 advanced study or independent research related to his/her teaching assignment.
231 No less than six units of course work or equivalent research per semester shall
232 be acceptable from an accredited institution of higher education.

233 8.6 C. (2) On-site research project

234 Special projects shall be designed to expand the faculty member's knowledge so
235 that he or she will be a greater asset and credit to the District, worth to students
236 being the ultimate measure. These projects may also include development of
237 educational programs and curricula. Projects which involve travel outside the
238 country must include a detailed itinerary.

239 8.6 C. (3) Approved teaching or research fellowships and teacher exchange programs

- 240 8.6 C. (4) Work or research in industry, business, or government
241 Positions shall be restricted to those related to the applicant's field and ones
242 which shall be of benefit to the District and for the improvement of instruction.
243 Total compensation received shall not exceed the amount that would have been
244 received had the faculty member remained in active service in the District. If
245 necessary, compensation paid by the District shall be reduced by the appropriate
246 amount so that the total stipend shall not exceed the faculty member's salary.
- 247 8.6 C. (5) Other experiences as approved by the Governing Board.
- 248 8.6 D. **Eligibility**
249 Any regular faculty member who has served the District for six consecutive years as a
250 faculty member shall be eligible for a leave of either one or two semesters at his/her
251 option. Not more than one such leave may be granted to any faculty member in each
252 seven-year period.
- 253 8.6 E. **Applications**
- 254 8.6 E. (1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave
255 Committee a written request containing detailed plans of their proposal.
- 256 8.6 E. (2) Applications shall be filed on, or before, November 1 of the fiscal year preceding
257 the proposed leave.
- 258 8.6 E. (3) Applications and recommendation of each campus committee shall be forwarded
259 to a District Sabbatical Leave committee composed of six members, one each
260 appointed by each College President, and one each by each Academic Senate.
261 The District Sabbatical Leave Committee shall forward its recommendations to
262 the Chancellor for review and submission to the Governing Board.
- 263 8.6 E. (4) Applicants will be notified by the Governing Board on, or before, February 1 of
264 the final acceptance or rejection of their application.
- 265 8.6 E. (5) Under exceptional circumstances, late applications will be considered.
- 266 8.6 E. (6) After a leave has been granted, any significant change of purpose or in the plan
267 shall be cause for reconsideration of the agreement between the District and the
268 faculty member.
- 269 8.6 F. **Compensation**
- 270 8.6 F. (1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of
271 the faculty member's regular teaching salary.
- 272 8.6 F. (2) If the leave is for one semester, the compensation shall be the faculty members'
273 full regular contract teaching salary for one semester. Normally, one-semester
274 leaves must be taken during the Spring Semester.
- 275 8.6 F. (3) Salary while on leave shall be paid monthly during the fiscal year in the same
276 manner as faculty members are paid.
- 277 8.6 F. (4) The District shall not pay travel costs or salary or provide remuneration other
278 than the sabbatical leave stipend during the period of the leave. Exceptions will
279 be considered by the Governing Board upon the recommendation of the
280 Chancellor or upon appeal from his/her adverse recommendation.
- 281 8.6 G. **Guarantees**
- 282 8.6 G. (1) The faculty member must agree to return to the District for a period of service
283 equal to twice the period of the leave.
- 284 8.6 G. (2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to
285 Article 14 of this Agreement.

- 286 8.6 G. (3) The written agreement between the District and the Faculty member is to be
287 acceptable without requirement of a bond.
- 288 8.6 H. **Accountability**
289 Upon completion of the sabbatical leave, and within six months of the faculty member's
290 return to duty, she/he shall submit to the College President and to the Chancellor (and
291 to the Governing Board, if requested) a report which must include transcripts of study
292 completed, if applicable, together with an evaluation of the project pursued. The
293 Governing Board shall be encouraged to request a review of all reports
- 294 8.6 I. **Incomplete Sabbatical Leave**
295 If the program for sabbatical leave is interrupted because of serious accident or illness,
296 this will not be considered a failure to fulfill the conditions under which the leave was
297 granted, nor shall such interruption affect the amount of compensation to be paid the
298 faculty member under the terms of the leave agreement, provided, however, that the
299 District shall have been notified by registered mail within 30 days of the time of the
300 accident, or, in the case of illness, the onset of said illness and a medical verification of
301 same.
- 302 8.6 J. **Effect of Leave on Salary Increments and Retirement**
- 303 8.6 J. (1) Sabbatical leave shall be counted toward retirement. The annuity contributions
304 shall be collected in the usual manner and all fringe benefits shall be in force.
- 305 8.6 J. (2) Sabbatical leave shall be counted as experience for advancement on the salary
306 schedule.
- 307 8.6 J. (3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and
308 advancement on the salary schedule) only to the extent that salary is received
309 while the leave is in progress.
- 310 8.6 J. (4) Sabbatical leave shall not affect the accrual of non-contract longevity.
- 311 8.6 K. **Credits**
312 Academic credits earned from any sabbatical leave may be credited toward salary
313 increments the following Fall Semester.
- 314 8.6 L. **Limitations**
- 315 8.6 L. (1) The number of sabbatical leaves granted each year shall be 3% of the full-time
316 faculty members (with a fraction of a faculty member rounded up) in the District,
317 including at least one at each college, except that if a reduction in force of full-
318 time faculty is necessary due to lack of funds, the parties agree to reopen
319 negotiations prior to May 15 of each calendar year on the minimum number of
320 sabbaticals to be granted per year.
321
322 Beginning July 1, 2002, if the governing Board chooses to grant sabbaticals in
323 excess of the number of sabbaticals provided above, the additional sabbaticals
324 shall be for one year and shall be limited to a maximum of three.
325
- 326 8.6 L. (2) A list of alternates will be established and maintained by the Sabbatical Leave
327 Committees in the event that change of plans for applicants or increase in staff
328 permits additional grants.
- 329 8.6 M. **Priority Determinations**
- 330 8.6 M. (1) In the event that more applications for sabbatical leave are submitted than the
331 above-mentioned limitation will permit, the granting of said leaves will be
332 governed by the following list of priority determinations, listed in order of
333 precedence.

- 334 8.6 M. (1) (a) Value of the proposed leave to the individual faculty, the students, and the
335 District. Value of leave to the students and District is evaluated in terms of
336 what the applicant may contribute following return through classroom
337 teaching, leadership, curriculum development, or teaching methods.
- 338 8.6 M. (1) (b) The number of previous sabbatical leaves granted applicant. An applicant
339 for a first sabbatical leave shall be given priority over an applicant who has
340 had a previous sabbatical leave.
- 341 8.6 M. (1) (c) Seniority of service.
- 342 8.6 M. (1) (d) Likelihood of continued service to the District.
- 343 8.6 M. (1) (e) Reasonable distribution of sabbatical leaves among departments and
344 divisions.
- 345

345 8.7 **Professional Conference Leave**

346 8.7 A. Faculty members may, with approval of the appropriate Dean, be eligible for short-term
347 paid leaves of absence to attend professional conferences directly related to their
348 teaching or other District work assignments.

349 8.7 B. The length of any such short-term leave shall not exceed the length of the business
350 portion of such conference, plus necessary travel time.

351 8.7 C. No such leave shall be granted unless the faculty member has requested, and
352 received, approval of the appropriate district "Convention, Meeting, or Travel Request."
353 Approval of a faculty member's request for short-term conference leave implies that, if
354 necessary, and available, a substitute teacher shall be provided for the faculty
355 member's teaching responsibilities during the term of such leave.

356 8.7 D. The manner in which available budgetary allocations for reimbursement of faculty
357 conference expenses shall be allocated shall be determined by each College
358 President, and any expressed or implied commitment to reimburse such expenses
359 shall be subject to the budgetary limitations established by the Governing Board, but in
360 no event less than \$100 per contract faculty member as a District-wide average.
361 Funds available to the College for reimbursement of conference expenses may, at the
362 discretion of the College President, be utilized to reimburse faculty members for
363 attendance at conferences generally applicable to the educational program of the
364 college, or conferences that a faculty member has been requested by District
365 management to attend as a representative of the College or the District.

366 8.7 E. If the appropriate Dean and College President approve a faculty member's
367 "Convention, Meeting or Travel Request" that contains estimated expenses, and if
368 funds are available to the College for reimbursement of such expenses, the faculty
369 member to whom such short-term leave of absence has been granted will be
370 reimbursed for the necessary and reasonable expenses of conference attendance,
371 subject to the following guidelines:

372 8.7 E. (1) Cost of transportation shall not exceed round-trip coach, rail, or air fare where
373 such service is readily available. The prevailing automobile mileage rate may be
374 authorized when rail or air service is not feasible, or when numerous stops need
375 to be made en route. When service by public carrier is readily available but auto
376 travel is preferred by the person traveling, the equivalent of rail or plane fare will
377 be allowed for use of a personal car. The compensation payable for use of
378 personal car shall be at the rate determined by the Governing Board.

379 8.7 E. (2) Expenses for lodging, meals, registration fees, necessary taxi, and local
380 transportation and telephone charges are considered proper expenditures.
381 Receipts are required for the following expenses: (1) lodging, (2) public
382 transportation (passenger identification coupon or ticket stub required for any air,
383 train, or bus trips) and (3) convention registration fees. In all cases it is expected
384 charges will be reasonable for the place where conferences and meetings are
385 held. Tip payments and service charges allowed on authorized conference and
386 travel expenses may not be greater than 15 percent of the meal charge.

387 8.7 E. (3) Requests for reimbursements and expenses shall be reviewed and approved by
388 the Chancellor or his/her designated representative before payment is made.

389 8.7 F. If part, or all, of a faculty member's expenses incurred during conference leave have
390 been paid or reimbursed by the District, District management may require that
391 information acquired at such conference be shared, in a written report or by other
392 appropriate means, with the faculty member's colleagues.

393 8.8 **Workload Balancing Program (Loadbanking)**

394 Full-time regular contract faculty members who work a non-contract assignment may elect to
395 have all, or part, of their non-contract assignment compensation deferred to a subsequent
396 semester or academic year. The provisions of the Workload Balancing Program,
397 loadbanking, are as follows:

398 8.8 A. **Plan**

399 8.8 A. (1) **Taxes.** The District shall withhold all taxes and other regular withholding at the
400 time(s) when the non-contract pay is earned or accrued. If the Internal Revenue
401 Service, Franchise Tax Board, State Chancellor's Office, or any other taxing
402 authorities rule on the taxable status of the workload balancing program, the
403 District and the Federation will modify the agreement to comply with the ruling.

404 8.8 A. (2) Faculty will initiate a written "Workload Balancing Plan" (see Appendix J). The
405 plan must be received by the dean/immediate supervisor no later than five (5)
406 working days after the end of the first census period of the semester of the
407 assignment the faculty member wishes to bank. The plan will comply with the
408 provisions of this plan as set forth below.

409 8.8 A. (3) Implementation of this Plan is contingent upon agreement among the applicant,
410 the immediate supervisor and department/discipline faculty. Agreement will not
411 be unreasonably withheld.

412 8.8 B. **Banking Overload Hours**

413 8.8 B. (1) There is a limit of 36 lecture equivalent hours on the number of overload hours
414 that can be banked (18 hours LEH banked equals 15 LEH leave.)

415 8.8 B. (2) Summer Intersession assignments may not be banked.

416 8.8 B. (3) Classes in restricted or categorically funded programs may be banked if allowed
417 by State and Federal laws and regulations.

418 8.8 B. (4) Hours earned by performing services provided in Article 13 or Article 3.5 shall
419 not be banked.

420 8.8 C. **Using Banked Hours**

421 8.8 C. (1) A faculty member may utilize "banked" hours with prior written approval of the
422 immediate supervisor (see Appendix J).

423 8.8 C. (1) Workload balancing plans approved prior to July 28, 1998 will be honored as
424 approved. All subsequent plans will be in accordance with Article 8.8

425 8.8 C. (2) Banked hours shall be used on the basis of five hours off for six hours in the
426 bank. If the request is for less than five hours, only the equivalent hours will be
427 deducted from their bank.

428 8.8 C. (3) Banked hours may be held for ten years.

429 8.8 C. (4) One full semester must elapse between approval of the plan and utilizing banked
430 hours.

431 8.8 C. (5) The limit on the frequency at which one can take banked leaves is two full
432 semesters in seven years.

433 8.8 C. (6) Under emergency conditions, with the agreement of the faculty member banked
434 hours may be used to fill out a full-time workload.

435 8.8 C. (7) Faculty can accumulate up to one full year of leave time (36 LEH).

436 8.8 C. (8) The provisions of Article 8.2 apply: Time on paid leave shall be counted as time
437 in service.

438 8.8 C. (9) Faculty on Workload Balancing leave cannot be employed on an
439 extra-contractual basis by the District while on such leave.

- 440 8.8 C. (10) Workload Balancing leave may not be used in combination with any other leave
 441 to exceed one academic year without prior Governing Board approval.
- 442 8.8 C. (11) Banked leave may be used to supplement the difference between 2/3 pay and
 443 full pay for employees on sabbatical leave pursuant to Article 8, Leaves. Two
 444 hours of banked leave shall be the equivalent of one hour of sabbatical leave.
- 445 8.8 D. **Cashing-Out Banked Hours**
- 446 8.8 D. (1) Cash-out rate shall be at the rate at which hours were earned.
- 447 8.8 D. (2) One full semester must elapse between approval of the plan and cashing out
 448 banked hours.
- 449 8.8 D. (3) The faculty member shall not be entitled to cash out except under one of the
 450 following circumstances:
- 451 (a) retirement
- 452 (b) termination
- 453 (c) death
- 454 (d) medical disability as defined in IRS Section Code 72(m)(7)
- 455 (e) medical emergency causing documentable costs in excess of \$2,000
 456 resulting from unpaid leave or uninsured medical costs
- 457 (f) uninsured loss of real property in excess of \$10,000
- 458 8.8 E. **Computation of Banked Hours**
- 459 8.8 E. (1) All overload hours of instruction will be computed on the basis of lecture
 460 equivalent hours.
- 461 8.8 E. (2) Overload hours for non-classroom work shall be considered overload as
 462 provided in Article 5.3 A (1) and banked on an hour-for-hour basis.
- 463 8.8 E. (3) One lecture equivalent hour of instruction shall equal 2 hours of non-classroom
 464 work for each week of instruction, e.g., for a 20-week semester, 40 hours would
 465 be banked.
- 466 8.9 **Voluntary Sick Leave Pool**
- 467 8.9 A. **Voluntary Pool Membership**
- 468 (1) The pool shall be established and maintained by the voluntary donations of
 469 accrued sick leave days/hours by contract and non-contract faculty.
 470 Participating faculty are requested to donate the minimum number of sick leave
 471 days/hours within 30 calendar days of the "Call for Donations" by the Voluntary
 472 Sick Leave Pool Committee.
- 473 (2) Faculty may contribute accrued sick leave days/hours to the Voluntary Sick
 474 Leave Pool at any time.
- 475 (3) The days/hours donated to the Voluntary Sick Leave Pool may not be withdrawn
 476 except as provided for in Articles 8.9C and D.
- 477 (4) The number of sick leave days/hours available to a faculty member will be
 478 limited by the size of the Voluntary Sick Leave Pool.
- 479 (a) Full-time Faculty
- 480 Minimum contribution of a full-time faculty shall be one day of accrued sick
 481 leave.
- 482 (b) Non-contract and Contract Faculty with a Non-contract Assignment

483 Minimum contribution by non-contract and contract faculty with a non-
484 contract assignment shall be one day of accrued sick leave.

485 8.9 B **Application to the Voluntary Sick Leave Pool**

486 (1) A faculty member may apply to the District's Human Resources and/or Payroll
487 Office for replacement sick leave days/hours upon exhaustion of the faculty
488 member's accrued sick leave. The District Human Resources Office and/or
489 Payroll Office will forward the faculty member's request to the Voluntary Sick
490 Leave Pool Committee

491 (2) The Voluntary Sick Leave Pool Committee shall forward the faculty member's
492 application along with its recommendation regarding the number of sick leave
493 days/hours to be available to the faculty member to the Governing Board for
494 approval.

495 8.9 C. **Benefits for Contract Faculty**

496 The Voluntary Sick Leave Pool may contribute up to a total of 15 weeks of full-pay sick
497 leave to a faculty member. This provision will begin when the District's contribution of
498 100 days of sick leave at half pay becomes effective. The Pool may provide up to 100
499 days of half-pay sick leave which will coincide with the District's provision of 100 days
500 at half-pay sick leave. In addition the faculty member may receive up to an additional
501 25 days of full-pay sick leave.

502 8.9 D. **Benefits for Non-contract and Contract Faculty with Non-contract**
503 **Assignment**

504 The Voluntary Sick Leave Pool may contribute sick leave hours to the faculty member
505 when all accrued sick leave hours have been exhausted. Part-time and contract
506 faculty with a non-contract assignment may be provided up to 15 weeks of sick leave
507 days/hours from the pool at the rate of their current load. (For example, a faculty
508 member with a current nine-hour load would be entitled to up to 15 weeks of voluntary
509 sick leave at a rate of nine hours per week.)

510 8.9 E. **Size of Pool**

511 There will be no limit on the size of the Voluntary Sick Leave Pool. The Committee
512 may elect to expand the size of the Voluntary Sick Leave Pool at any time during the
513 school year by putting out a "Call for Donations."

514 8.9 F. **Voluntary Sick Leave Pool Committee**

515 A permanent Voluntary Sick Leave Pool Committee shall be formed, consisting of
516 three representatives selected by the District and three representatives selected by the
517 Federation:

518 (1) Initial appointments shall be for one, two, and three years, respectively, for both
519 District and Federation appointees, and three years for each subsequent
520 appointment.

521 (2) The Committee shall monitor the pool to advise faculty on the number of
522 hours/days remaining in the pool. The District Human Resources Office will
523 keep the Committee apprised of the size of the sick leave pool.

524 (3) The Committee shall review the implementation of the Voluntary Sick Leave
525 Pool and make recommendations to the District and Federation regarding
526 amendments, clarifications, and alterations to the nature, structure, and
527 implementation of the pool.

528 (4) Committee replacements shall be handled by the respective parties.

529
530
531

Recommendations to change any of the above provisions by the Sick Leave Pool Committee must be approved by the Federation and the District prior to implementation.

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46

-
- 9.1 Subject to the remaining provisions of this Article, the parties shall meet on or before December 1 of each year to establish the instructional calendar for the following academic year.
- 9.2 A. The basis for a 10-month contract shall be 175 contract days and 175 teaching days within 40 consecutive calendar weeks, subject to the following:
- 9.3 Extended contracts shall be calculated as a pro rata proportion of a 10-month contract rounded to the nearest digit.
- 9.4 The academic calendar shall include nine flex days unless mutually agreed otherwise.
- 9.5 **Flex Days**
- 9.5 A. **Mandatory flex days** are days on which faculty will perform appropriate flex activities.
- 9.5 A. (1) On those mandatory flex days designated on the academic calendar as Semester Orientation Days, contract faculty shall attend not more than two hours of mandatory activity designed by the College President. Activities on any other mandatory flex days are subject to negotiations. Other activities may include:
- (a) Division meetings, if scheduled, are mandatory. Division meetings may be subdivided into department or discipline groups to discuss appropriate topics for all or part of the division meeting.
 - (b) Regular or special college committee meetings.
 - (c) Meetings of other established faculty groups.
 - (d) Activities scheduled by the appropriate campus flex day committee.
 - (e) Teaching regular classes in those situations where it is not practical to cancel classes. These include classes involving plants, animals, licensing/certifying agencies, athletic and other performance classes with upcoming contests or performances, and other classes as approved by the College President. Faculty who teach approved regular classes are responsible for reporting the activity on a Flex Day Activity Form, (Appendix H, Form A1).
 - (f) Any other activity approved by the faculty member's department/discipline as submitted on a Flex Day Activity Form (Appendix H, Form A1) before the mandatory flex day.
- 9.5 A. (2) Contract faculty are required to participate in appropriate flex activities on each mandatory flex day for six hours.
- 9.5 A. (3) Non-contract faculty are required to participate in appropriate flex activities on each mandatory flex day for the number of hours they would normally be assigned on that day.
- 9.5 A. (3) (a) The District agrees to provide each campus appropriate flex activities for non-contract faculty during the hours they would normally have taught.
- 9.5 A. (3) (b) Non-contract faculty may elect to participate in the other activities as described in 9.5A(1).
- 9.5 A. (3) (c) Non-contract faculty may substitute other scheduled meetings, such as faculty orientation or division meetings, even though they are held on a different day. A Flex Day Activity Form (Appendix H, Form A1) shall be used to record these activities. There will be no other compensation for such activities.

- 47 9.5 B. **Self-Assigned Flex Days** are scheduled days for which appropriate flex activities may
48 be performed on that day or another day.
- 49 9.5 B. (1) **Contract Faculty**
- 50 9.5 B. (1) (a) The total number of hours of self-assigned flex activity required of contract
51 faculty in a year is the product of the total number of scheduled self-
52 assigned flex days in the year and six.
- 53 The activity used to satisfy the total hours required will be submitted on the
54 faculty member's Master Flex Day contract (Appendix H, Form B2) or on
55 the Flex Day Activity Forms (Appendix H, Form A1). The faculty member
56 must sign the Master contract at the end of the academic year certifying
57 he/she has completed the required hours.
- 58 9.5 B. (1) (b) Full-time faculty with a non-contract extra hourly assignment shall have
59 additional self-assigned flex day activity requirements, equal to the sum of
60 the number of extra hours they would normally be assigned on the self-
61 assigned days scheduled.
- 62 9.5 B. (1) (c) For purposes of Article 9.5, normal assignment hours end at 2 p.m.
63 Monday through Friday. Faculty members with contract evening or
64 Saturday assignments may use equivalent weekday hours for flex
65 activities. Self-assigned flex activities may be performed anytime outside
66 of an individual's normal assignment hours.
- 67 9.5 B. (2) **Non-contract Faculty**
- 68 9.5 B. (2) (a) The total number of hours of self-assigned flex activities required of non-
69 contract faculty in a year is the sum of the number of hours a non-contract
70 faculty member would normally be assigned on the days the self-assigned
71 days are scheduled.
- 72 Non-contract faculty may attend additional mandatory flex day activities
73 described in 9.5A(1) to satisfy self-assigned flex day requirements. This
74 should be proposed and approved using a Flex Day Activity Form
75 (Appendix H, Form A1).
- 76 9.5 B. (2) (b) Leaves covered under Article 8.7, Professional Conference Leave, shall
77 not be automatically considered as flex day activities. However, they may
78 be proposed as flex day activities on either the Master contract (Appendix
79 H, Form B1), or on a Flex Day Activity Form (Appendix H, Form A1).
80 Faculty members doing flex day activities that require travel outside the
81 county must complete a travel request for insurance purposes. If the
82 activity is within normal working hours as set forth in Article 9.5B(1)(c), it
83 may not be used as a self-assigned flex day activity.
- 84 9.5 C. **Flex Day Committee**
- 85 9.5 C. (1) The Flex Day Committee shall be composed of the following members:
- 86 9.5 C. (1) (a) One faculty member from each campus appointed by the local Academic
87 Senate.
- 88 9.5 C. (1) (b) Three faculty members appointed by the Federation.
- 89 9.5 C. (1) (c) One manager from each campus.
- 90

-
- 90 9.5 C. (2) The Flex Day Committee will:
- 91 9.5 C. (2) (a) Conduct an annual update and survey of the most critical staff, student,
92 and instructional improvement needs in the District.
- 93 9.5 C. (2) (b) Prepare an initial recommendation to the Federation and District of a
94 calendar providing appropriate dates for mandatory and self-assigned flex
95 days by the first Monday in November to comply with Article 9.1 of this
96 Agreement.
- 97 9.5 C. (2) (c) Review flex day problems reported by faculty or management and suggest
98 solutions.
- 99 9.5 C. (2) (d) Prepare information material for faculty about Flex Days.
- 100 9.5 C. (2) (e) Annually review flex day forms and recommend changes to the Federation
101 and the District.
- 102 9.5 C. (3) The Flex Day Committee will select its chair by majority vote at the first meeting.
- 103 9.5 D. Appropriate flex day activities include, but are not limited to, the following or the current
104 Title V Code Section 58180:
- 105 9.5 D. (1) Course instruction and evaluation;
- 106 9.5 D. (2) Staff development, in-service training and instructional improvement;
- 107 9.5 D. (3) Program and course curriculum or learning resource development and
108 evaluation;
- 109 9.5 D. (4) Student personnel services;
- 110 9.5 D. (5) Learning resource services;
- 111 9.5 D. (6) Related activities, such as student advising, guidance orientation, matriculation
112 services, and student, faculty and staff diversity;
- 113 9.5 D. (7) Departmental or division meetings, conferences and workshops, and institutional
114 research;
- 115 9.5 D. (8) Other duties as assigned by the District.
- 116 The District agrees to avoid assigning other duties during mandatory flex days.
117 The District reserves the right to schedule additional mandatory activities only
118 when required to comply with Federal or State law. The District will seek
119 concurrence of the Federation regarding these statutory mandatory activities
120 prior to their implementation.
- 121 9.5 D. (9) The necessary supporting activities.
- 122 9.5 D. (10) Faculty who prepare flex day activities as in Article 9.5D shall receive flex activity
123 credit for that preparation on an hour-for-hour basis.
- 124 9.5 E. **Flex Day Activity Procedure**
- 125 9.5 E. (1) Each year faculty shall complete a Master Flex Day Contract (Appendix H, Form
126 B1 & B2). Additions may later be made directly on the contract or by use of a
127 Flex Day Activity Form (Appendix H, Form A1).
- 128 9.5 E. (2) Approval of flex day activities may be by a faculty member or by members of a
129 department or division designated by the department or division. If the faculty
130 wish, they may delegate approval of flex day activities to the administrator of the
131 division, or other appropriate manager.
- 132 9.5 E. (3) In the event that time constraints do not allow for the approval by normal
133 authority as provided in Article 9.5A(1)(f), Division Deans may grant approval. If
-

- 134 approval is denied, faculty may appeal to the College President. In the event the
 135 proposal is still disapproved, faculty members may appeal to the normal
 136 authority when they return. Information regarding such approval will be shared
 137 with the normal approving authority at the earliest possible time.
- 138 9.5 E. (4) The Dean shall forward the completed, approved forms to the Executive Vice
 139 President of Student Learning by June 30 of each year.
- 140 9.6 Counselors and other faculty required for student registration shall be exempted from the flex
 141 day activity occurring prior to the first day of instruction each semester unless the College
 142 President determines that enrollment will not be adversely affected by their participation. All
 143 faculty exempted from the flex day activity may schedule alternate flex days during the fiscal
 144 year to be approved by the College President.
- 145 9.6 A. The provisions of Article 5.3 E(3) will remain in effect for counselors and will be
 146 considered as flex day activities, but in no case will there be fewer than 11 days.
- 147 9.6 B. If the number of total faculty flex days exceeds eleven as specified in Article 9.5, the
 148 counselors will participate in that number above eleven.
- 149 9.7 Faculty may reschedule the self-assigned flex days that occur prior to the first day of
 150 instruction to any other non-instructional day during the fiscal year with the approval of the
 151 Flex Day Committee and the College President. The balance of the self-assigned flex days
 152 may be taken on any day during the academic year. All self-assigned flex day activities will
 153 be by contract with the college and have the approval of the Flex Day Committee and the
 154 College President, and be submitted at least a month in advance of the day the flex day is
 155 requested.
- 156 9.8 It is assumed that flex day activities will meet the Education Code requirement of a six-hour
 157 day.
- 158 9.9 Part-time faculty will participate in the flex day activities that occur prior to the start of
 159 instruction each semester. These activities may be other than those required by full-time
 160 faculty. This will fulfill the part-timer's obligation for flex-day participation.

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45

- 10.1 One personnel file for each faculty member shall be maintained in the District Human Resources Office, and shall only contain materials necessary for the District's fulfillment of its personnel management responsibilities, and related to the faculty member's assigned duties or professional responsibilities. The faculty member shall provide the District Human Resources Office with information regarding name, current home mailing address that lists a street, city and zip code, current home telephone number; records of professional work experience; proof of requirements fulfilled to change salary classifications; and official transcripts indicating credentials and certificates and pertinent information regarding Minimum Qualifications and Faculty Service Areas.
- 10.2 There shall be only one personnel file for each faculty member which shall be maintained by the District's Human Resources Office, except that duplicate records of information immediately relevant to fulfillment of campus management responsibilities may be kept only in one file at the at the Office of the College President for contract faculty, and at the Office of Continuing Education for non-contract faculty. All personnel records shall be accorded complete confidentiality by limiting access to the following persons:
- 10.2 A. Members of District management requiring use of such records, and who have received appropriate authorization for each such use from the appropriate College President or Dean of Continuing Education, or from the Chancellor or Vice Chancellor of Human Resources, or from any person authorized to act on behalf of such persons during their absence.
- 10.2 B. The faculty member; or
- 10.2 C. A representative having the faculty member's written authorization to examine such records. All such written authorizations shall be attached to the personnel file.
- All persons examining personnel files shall sign and date a log attached to each personnel file, and, when authorization to examine such file is required by this Article, the identity of the person providing such authorization shall be indicated.
- 10.3 Any item to be placed in the file must be clearly identified as to its source, author, date of preparation, and its date of receipt by the District, and, by its content or by other appropriate means, shall contain an indication that the faculty member initiated placement of the document in the file, or previously received a copy of the document, or otherwise received notice that the document was to be placed in such file. The foregoing requirement for notification shall not be applicable to confidential documents as set forth in Article 10.6 below.
- 10.4 A faculty member may place materials relevant to his/her assigned duties or professional responsibilities in his/her personnel file at the District's Human Resources Office.
- 10.5 A faculty member may inspect and reply to any item in his/her personnel file and this response shall be attached to the item. Information of a derogatory nature shall not be entered or filed unless and until the faculty member is given notice and an opportunity for review and reply. The reply shall be attached to the item.
- 10.6 A faculty member shall have the right to request and receive a copy of any item in his/her file, provided that nothing in this Article shall entitle a faculty member or his/her representative to have access to records defined as confidential under Federal and State law.

45

(This page intentionally blank)

1
2
3

ARTICLE 11
Not Currently in Use

3

(This page intentionally blank)

1
2

3 12.1 The evaluation procedures of this Article are to provide a genuinely useful and substantive
4 assessment of faculty performance, to recognize and acknowledge good performance, to
5 enhance performance, and to help employees further their own growth. The evaluation
6 process should be implemented in a positive, supportive manner that encourages
7 self-improvement and excellence in the faculty members' areas, and promotes
8 professionalism and enhances performance. All faculty members shall participate in the
9 evaluation process set forth below and shall receive evaluation on all paid activities
10 performed for the District including those activities set forth in Articles 3, 5, and 13.

11 12.2 The criteria upon which faculty members will be evaluated are as follows:

12 12.2 A. **Classroom Teaching Faculty:**

13 12.2 A. (1) Continuing professional development in subject areas of assignment.

14 12.2 A. (2) Current curriculum preparation for courses assigned.

15 12.2 A. (3) Complete and timely preparation for classes taught.

16 12.2 A. (4) Class objectives being achieved.

17 12.2 A. (5) Class meetings held as scheduled.

18 12.2 A. (6) Necessary administrative paperwork processed in a timely, accurate, and
19 appropriate manner.

20 12.2 A. (7) Colleagues and staff treated in a professional manner.

21 12.2 A. (8) Students treated with sensitivity.

22 12.2 A. (9) Progress toward self-determined individual instructional and developmental
23 goals

24 12.2 B. **Non-Classroom Teaching Faculty:**

25 12.2 B. (1) Continuing professional development in subject areas of assignment.

26 12.2 B. (2) Current preparation for service assignment.

27 12.2 B. (3) Service assignment objectives being achieved.

28 12.2 B. (4) Students treated with sensitivity.

29 12.2 B. (5) Colleagues, staff and public treated in a professional manner.

30 12.2 B. (6) Necessary paperwork processed in a timely, accurate and appropriate manner.

31 12.2 B. (7) Appointments and work assignments held as scheduled.

32 12.2 B. (8) Progress toward self-determined individual work-assignment and professional
33 goals.

34 12.3 Faculty evaluation shall be comprised of the following components:

35 12.3 A. **Committee Appraisal**

36 12.3 B. **Student Appraisal.** Student appraisals shall be administered by the College
37 President or his/her designee. Student appraisals shall be conducted each semester
38 in a random sampling of the classes taught (or students served) by the faculty member
39 and summarized, distributed to, and discussed with the Evaluation Committee when
40 completed at the time of evaluation. The completed student evaluation forms shall be
41 available to the faculty member after submission of grades for the semester in which
42 the student evaluations were conducted. The student appraisal forms, (Forms A3 and

- 43 B3 in Appendix D), shall not be maintained as part of the evaluation materials in the
44 personnel file except at the faculty member's request.
- 45 12.3 C. **Self Appraisal.**
- 46 12.3 D. **Site Visitation** with advance notification to the affected faculty member of the week in
47 which such visitation will occur.
- 48 12.3 E. A conference between the member being evaluated and the faculty members of the
49 evaluation committee to discuss the results of the evaluation process components as
50 designated in Article 12.3 A-D.
- 51 12.4 The following schedule will be followed for evaluation purposes:
- 52 12.4 A. Regular faculty members shall be evaluated at least once every three years.
- 53 12.4 B. Temporary full-time faculty shall be evaluated during the first semester of employment
54 and annually thereafter.
- 55 12.4 C. Non-Contract faculty shall be evaluated at least once during the first semester of
56 employment with the District, and at least once every six semesters thereafter.
- 57 12.5 A. **Classroom Teaching Faculty**
- 58 12.5 A. (1) The evaluation shall be coordinated by an Evaluation Committee consisting of
59 the following members:
- 60 12.5 A. (1) (a) The Chair shall be the faculty member selected by the faculty member
61 being evaluated under Article 12.5A(1)(d).
- 62 12.5 A. (1) (b) The faculty member being evaluated.
- 63 12.5 A. (1) (c) The Department Chair/Coordinator or designee.
- 64 Such a designee has the right to refuse designation to an evaluation
65 committee. A contract faculty member has the right to refuse the
66 Department Chair's designee to serve as a member of the evaluation
67 committee.
- 68 For non-contract classroom faculty the Department Chair/Coordinator or
69 the Department Vice Chair must serve as a member of the Evaluation
70 Committee and cannot be removed by evaluatee. Faculty evaluators shall
71 come from the evaluatee's discipline. If there is not a sufficient number of
72 faculty available in evaluatee's discipline faculty from a related discipline
73 on campus shall be considered. If there is not a sufficient number of
74 faculty available in a related discipline at the college, faculty in the
75 discipline or a related discipline from another District college shall be
76 considered.
- 77 12.5 A. (1) (d) A faculty member selected by the faculty member being evaluated.
- 78 12.5 A. (1) (e) The immediate supervisor.
- 79 12.5 A. (1) (f) The composition of the committee derived from Article 12.5A(1)(c) and
80 Article 12.5A(1)(d) must include at least one regular faculty member.
- 81 12.5 A. (2) The process for faculty evaluation shall consist of the following procedures:
- 82 12.5 A. (2) (a) A self-appraisal shall be reported on Form A1, located in Appendix D.
83 (Hereafter, all evaluation forms referred to in this Article are located in
84 Appendix D.)
- 85 12.5 A. (2) (b) Site appraisal(s) made by the members of the Evaluation Committee on
86 Form A2.

- 87 12.5 A. (2) (c) For non-contract faculty only, a summary appraisal completed by the
88 Evaluation Committee reported on Form C1.
- 89 12.5 A. (2) (d) Completion by the College President or his/her designee of Student
90 Evaluations Summary.
- 91 12.5 A. (2) (e) The Evaluation Committee shall meet in conference with the faculty
92 member being evaluated to discuss the results of the evaluation process
93 and Student Evaluation Summaries. The immediate supervisor or
94 designee shall forward all forms to the College President. The College
95 President shall complete a Summary Evaluation Report on Form C2.
- 96 12.5 B. **Non-Classroom Teaching Faculty:**
- 97 12.5 B. (1) The evaluation shall be coordinated by an Evaluation Committee consisting of
98 the following members:
- 99 12.5 B. (1) (a) The chair shall be the faculty member selected by the faculty member
100 being evaluated under Article 12.5B(1)(d).
- 101 12.5 B. (1) (b) The faculty member being evaluated.
- 102 12.5 B. (1) (c) The Department Chair/Coordinator or designee.
103 Such a designee has the right to refuse designation to an evaluation
104 committee. A contract faculty member has the right to refuse the
105 Department Chair's designee to serve as a member of the evaluation
106 committee.
- 107 For non-contract, non-classroom faculty the Department Chair/Coordinator
108 or the Department Vice Chair must serve as a member of the Evaluation
109 Committee and cannot be removed by evaluatee. Faculty evaluators shall
110 come from the evaluatee's discipline. If there is not a sufficient number of
111 faculty available in evaluatee's discipline, faculty from a related discipline
112 on campus shall be considered. If there is not a sufficient number of
113 faculty available in a related discipline at the college, faculty in the
114 discipline or a related discipline from another District college shall be
115 considered.
- 116 12.5 B. (1) (d) A faculty member selected by the faculty member being evaluated.
- 117 12.5 B. (1) (e) The immediate supervisor.
- 118 12.5 B. (1) (f) The composition of the committee derived from Article 12.5B(1)(c) and
119 Article 12.5B(1)(d) must include at least one regular faculty member.
- 120 12.5 B. (2) The process for faculty evaluation shall consist of the following procedures:
- 121 12.5 B. (2) (a) A self-appraisal shall be reported on Form A1.
- 122 12.5 B. (2) (b) Site appraisal(s) made by the members of the Evaluation Committee on
123 Form B2.
- 124 12.5 B. (2) (c) For non-contract faculty only, a summary appraisal completed by the
125 Evaluation Committee reported on Form C1.
- 126 12.5 B. (2) (d) Completion by the College President or his/her designee of Student
127 Evaluations Summary.
- 128 12.5 B. (2) (e) The Evaluation Committee shall meet in conference with the faculty
129 member being evaluated to discuss the results of the evaluation process
130 and Student Evaluation Summaries. The immediate supervisor or
131 designee shall forward all forms to the College President. The College
132 President shall complete a Summary Evaluation Report on Form C2.

- 133 12.6 A. All evaluation forms, plus the Student Evaluations Summary, will be maintained in the
134 faculty member's District personnel file with a copy of the summary evaluation (Form
135 D1) to be retained at the college.
- 136 12.6 B. The College President or his/her designee shall be responsible for administering the
137 evaluation process for regular and non-contract faculty. The College President or
138 her/his designee shall form committees as specified in this article, establish deadlines
139 in conformity with the article, process necessary evaluation papers and forms, and
140 forward materials to the Evaluation Committee as required.
- 141 12.6 C. The District and the Federation agree to establish an Evaluation Oversight Committee
142 (hereafter referred to as EOC). The District shall appoint four managers and the
143 Federation's Executive Council shall appoint four faculty to the EOC. Any part-time
144 faculty member appointed to the EOC shall be compensated at half-pay for hours
145 spent in committee meetings not to exceed three hours per semester including division
146 meeting attendance. The EOC will be charged with:
- 147 12.6 C. (1) Receiving and reviewing suggestions for on-going improvement of the evaluation
148 process; and
- 149 12.6 C. (2) Forwarding all recommendations to the Federation and the District.
- 150 12.7 All reasonable efforts will be made to accommodate a faculty member's objection to any
151 member of the faculty member's Evaluation Committee.
152
153 One additional evaluation shall be conducted within the three-year evaluation cycle by the
154 faculty member's Evaluation Committee at the request of an evaluatee receiving less than a
155 satisfactory evaluation.
- 156 12.8 **Tenure Review of Probationary Classroom Teaching Faculty**
- 157 12.8 A. **Process.** The tenure review process should ensure that students have access to the
158 most knowledgeable, talented, creative, and student-oriented faculty available. To that
159 end, a four-year probationary period provides sufficient time for contract employees to
160 understand the expectations for tenure, to develop the skills and acquire the
161 experience to participate successfully in the educational process, and to use the
162 district's and other resources, for professional growth. The process should promote
163 professionalism and enhance academic growth by providing a useful assessment of
164 performance, using clear evaluation criteria.
- 165 12.8 B. **Criteria.** The criteria upon which probationary faculty members will be evaluated are
166 as follows:
- 167 12.8 B. (1) **Classroom Teaching Faculty**
- 168 12.8 B. (1) (a) **Students**
- 169 12.8 B. (1) (a) 1) Willingness and availability to assist students.
- 170 12.8 B. (1) (a) 2) Responsiveness to the educational needs of students by exhibiting
171 awareness of and sensitivity to the following:
- 172 12.8 B. (1) (a) 2) (i) Diversity of cultural backgrounds, gender, age,
173 and lifestyles.
- 174 12.8 B. (1) (a) 2) (ii) Variety of learning styles.
- 175 12.8 B. (1) (a) 2) (iii) Student goals and aspirations.
- 176 12.8 B. (1) (a) 2) (iv) The special needs of students with physical
177 and/or learning disabilities.
- 178 12.8 B. (1) (a) 2) (v) Resolution of problems between faculty member
179 and student.

- 180 12.8 B. (1) (a) 2) (vii) Understanding and utilizing student support
181 services.
- 182 12.8 B. (1) (a) 3) Concern for student welfare.
- 183 12.8 B. (1) (b) **Classroom Teaching**
- 184 12.8 B. (1) (b) 1) Knowledge of subject matter.
- 185 12.8 B. (1) (b) 2) Awareness of current developments and research in field.
- 186 12.8 B. (1) (b) 3) Demonstration of effective communication with students.
- 187 12.8 B. (1) (b) 4) Effective use of teaching methods appropriate to the subject matter.
- 188 12.8 B. (1) (b) 5) Appropriate testing and measurement of student progress.
- 189 12.8 B. (1) (b) 6) Communication with students with clear identification of course
190 goals, objectives, and student performance expectations.
- 191 12.8 B. (1) (b) 7) Evidence of course objectives being met.
- 192 12.8 B. (1) (c) **Professional Responsibilities**
- 193 12.8 B. (1) (c) 1) Active participation in institutional governance as outlined in Article
194 5.2 A(4).
- 195 12.8 B. (1) (c) 2) Maintenance of ethical standards such as outlined in the AAUP
196 Ethical Standards Statement.
- 197 12.8 B. (1) (c) 3) Recognition and adherence to the principles of academic freedom
198 as outlined in the AAUP Academic Freedom Statement.
- 199 12.8 B. (1) (c) 4) Maintenance of positive working relationships with colleagues.
- 200 12.8 B. (1) (c) 5) Demonstration of willingness to advocate faculty and student rights.
- 201 12.8 B. (1) (c) 6) Demonstration of commitment to and enthusiasm for the profession.
- 202 12.8 B. (1) (c) 7) Maintenance of class and office hours as scheduled; accurate
203 collection and reporting of records, census data, and other
204 documentation in a timely manner.
- 205 12.8 C. **Probationary Faculty Evaluation.** Probationary faculty evaluation shall be comprised
206 of the following components:
- 207 12.8 C. (1) **Records Evaluation** - See Article 12.8.F(1)(d)2).
- 208 12.8 C. (1) (a) The Tenure Review Committee (hereafter referred to in Articles 12.8 and
209 12.9 as the "committee") shall assess the candidate's classroom records
210 such as hand-outs, tests, and/or assignments, grading criteria. This
211 assessment shall be within the bounds of professional ethics and
212 academic freedom.
- 213 12.8 C. (1) (b) The candidate will submit the records as described above to the
214 Committee Chair to be kept for placement in an evaluation portfolio which
215 may be added to during the tenuring process.
- 216 12.8 C. (2) **Professional Responsibilities Evaluation** - See Article 12.8.F(1)(d)2) and
217 Article 12.8 F(1)(e)1).
- 218 12.8 C. (2) (a) The Committee shall assess the candidate's professional activities such as
219 conference/workshop attendance, staff development participation,
220 professional association memberships, scholarly publications, research,
221 etc.

- 222 12.8 C. (2) (b) The Committee shall assess the candidate's participation in institutional
223 governance as outlined in Article 5.2 A(4).
- 224 12.8 C. (2) (c) The candidate shall submit to the Committee Chair a written report of
225 his/her professional activities.
- 226 12.8 C. (2) (d) The candidate's report will be kept in the evaluation portfolio.
- 227 12.8 C. (3) **Self-evaluation** - See Article 12.8.F(1)(d)3).
- 228 12.8 C. (3) (a) The candidate shall evaluate his/her performance in respect to the
229 evaluation criteria stated above in Article 12.8.B, on Form A-1.
- 230 12.8 C. (3) (b) The candidate shall indicate areas of personal strengths.
- 231 12.8 C. (3) (c) The candidate shall respond in writing to the recommendations of the
232 Committee by developing a plan to correct areas of weakness.
- 233 12.8 C. (4) **Evaluation of Classroom Performance** - See Article 12.8.F(1)(c).
- 234 12.8 C. (4) (a) Evaluation of classroom performance shall consist of a minimum of three
235 separate classroom visitations. A visit means a designated class
236 regardless of the number of peers visiting.
- 237 12.8 C. (4) (b) Preferably, two members will evaluate at a time in the same visit, but an
238 initial visit will be by two members of the committee.
- 239 12.8 C. (4) (c) The candidate will receive at least one week's notice prior to the visit.
- 240 12.8 C. (4) (d) The candidate shall provide a brief lesson plan to the committee at least
241 one day prior to a visit.
- 242 12.8 C. (5) **Student Evaluation of Classroom Performance** - See Article 12.8.F(1)(d)(1).
- 243 12.8 C. (5) (a) Student evaluations shall be administered by the College President or
244 his/her designee, with standardized instructions to students.
- 245 12.8 C. (5) (b) Student evaluations shall be administered to one class of each preparation
246 per semester of the evaluatee.
- 247 12.8 D. **Committee**
- 248 12.8 D. (1) The Committee shall be composed of the following members:
- 249 12.8 D. (1) (a) Two faculty from the candidate's discipline where available, one of which
250 should be from the candidate's hiring committee, if possible.
- 251 12.8 D. (1) (a) 1) If there is not a sufficient number of faculty available in the
252 candidate's discipline, faculty from a related discipline at the college
253 shall be appointed to the Committee.
- 254 12.8 D. (1) (a) 2) If there is not a sufficient number of faculty available in a related
255 discipline at the college, faculty in the discipline or a related
256 discipline from another District college shall be appointed.
- 257 12.8 D. (1) (b) One faculty member from another discipline.
- 258 12.8 D. (1) (c) One faculty member selected by the candidate from the candidate's
259 division.
- 260 12.8 D. (1) (d) Immediate supervisor
- 261 12.8 D. (2) **Committee Appointment**
- 262 12.8 D. (2) (a) 1) Committee members in Article 12.8.D(1)(a) and 12.8.D(1)(b)
263 above shall be appointed by the Chair of the candidate's hiring
264 committee subject to approval by the college Affirmative Action

- 265 Facilitator, Academic Senate President, and the College
 266 President.
 267
- 268 12.8 D. (2) (a) 2) When an untenured manager retreats to the faculty as a first-year
 269 probationary instructor, tenure review committee members in
 270 12.8D(1)(a), 12.8D(1)(b), 12.9C(1)(a) and 12.9C(1)(b) of the
 271 AFT/VCCCD Agreement shall be appointed by the Academic
 272 Senate President subject to approval by the campus Affirmative
 273 Action Facilitator and the College President.
 274
- 275 12.8 D. (2) (b) The candidate must select his/her committee member in 12.8 D(1)(c)
 276 above by the end of the third week of the Fall semester.
- 277 12.8 D. (2) (b) 1) If the candidate does not choose a committee member in the
 278 designated time, one will be chosen by the Tenure Review
 279 Committee.
- 280 12.8 D. (2) (c) Committee members shall serve for the duration of the candidate's
 281 probationary period. Replacement committee members shall be appointed
 282 by the Committee when necessary.
- 283 12.8 D. (2) (d) The candidate shall have the right to remove one Committee member
 284 during the probationary period. If the candidate removes a Committee
 285 member, a replacement Committee member shall be appointed from the
 286 same constituency by the college Affirmative Action Facilitator, Academic
 287 Senate President, and the College President.
- 288 12.8 D. (2) (e) The Chairperson of the Committee shall be elected by the Committee.
- 289 12.8 E. **Steps of Tenure Review Process.**
- 290 The steps of the tenure review process are as follows:
- 291 12.8 E. (1) An orientation meeting of Committee members.
- 292 12.8 E. (2) A meeting of the Committee and candidate, reviewing evaluation criteria,
 293 evaluation process, and timelines. At any time, the evaluatee may request a
 294 convening of the Committee.
- 295 12.8 E. (3) A formal evaluation of the candidate, according to the process in Article 12.8.C.
- 296 12.8 E. (4) A Committee meeting without the candidate to determine a recommendation for
 297 the candidate's subsequent contract status.
- 298 12.8 E. (5) A Committee meeting with the candidate to recognize meritorious performance,
 299 discuss Committee recommendations and, if appropriate, to recommend a
 300 course of action for correcting weaknesses.
- 301 12.8 E. (6) The Committee shall submit its recommendation for the candidate's subsequent
 302 contract status to the College President. The College President shall review all
 303 materials and make a recommendation for the candidate's subsequent contract
 304 status to the Committee. If the recommendations differ, the Committee and the
 305 President shall meet and attempt to resolve the differences. If no resolution is
 306 reached, then the Committee's recommendation shall be forwarded to the
 307 Governing Board accompanied by the President's dissenting recommendation.
- 308 12.8 F. **Evaluation Process Timeline. The timelines listed in Article 12.8 F are guidelines**
 309 **and should be flexible, as necessary.**
- 310 12.8 F. (1) **Fall Hires**
- 311 12.8 F. (1) (a) This process will be followed for each evaluation period until a final
 312 recommendation is made.

- 313 12.8 F. (1) (b) **Weeks 1 - 4**
- 314 12.8 F. (1) (b) 1) An orientation meeting of the Committee will be convened by the
315 Executive Vice President or designee - See Article 12.8.E(1).
- 316 12.8 F. (1) (b) 2) A meeting of the Committee and candidate shall be held -See Article
317 12.8.E(2).
- 318 12.8 F. (1) (c) **Weeks 5 - 9**
- 319 12.8 F. (1) (c) 1) Classroom peer visitations shall be made - See Article 12.8 C(4).
- 320 12.8 F. (1) (c) 2) Committee meetings will be held with the candidate to discuss each
321 classroom evaluation visit and to make suggestions for specific
322 improvements.
- 323 12.8 F. (1) (c) 3) Enough time shall elapse between classroom visits for the candidate
324 to make some improvement in areas noted for improvement.
- 325 12.8 F. (1) (c) 4) Professional responsibilities evaluation will begin - See Article
326 12.8.C(2).
- 327 12.8 F. (1) (d) **Weeks 10 - 12**
- 328 12.8 F. (1) (d) 1) Student evaluations will be conducted and summaries of the results
329 will be provided to the Committee Chair - See Article 12.8.C(5).
- 330 12.8 F. (1) (d) 2) The candidate will submit classroom records and professional
331 activities documentation to the Committee Chair - See Article
332 12.8.C(1) and Article 12.8.C(2).
- 333 12.8 F. (1) (d) 3) The candidate's self-evaluation will be completed and submitted to
334 the Committee Chair - See Article 12.8.C(3).
- 335 12.8 F. (1) (e) **Weeks 13 - 15**
- 336 12.8 F. (1) (e) 1) The Committee will meet to evaluate the candidate's performance in
337 all criteria areas. The candidate or the Committee may request
338 additional input; this additional input shall be limited to another peer
339 classroom visitation, further discussion with the candidate, and/or
340 the request for additional records/documents.
- 341 12.8 F. (1) (e) 2) The Committee will meet without the candidate to decide if the
342 candidate has met the evaluation criteria and, if appropriate, to
343 recommend a specific course of action to help the candidate
344 improve his/her performance - See 12.8.B.
- 345 12.8 F. (1) (e) 3) The Committee will meet with the candidate to communicate its
346 recommendation.
- 347

- 347 12.8 F. (1) (f) **Week 16**
- 348 12.8 F. (1) (f) The Committee will submit its employment recommendation on Form C-2
349 to the College President.
- 350 12.8 F. (2) **Spring Hires**
- 351 12.8 F. (2) (a) During the first two weeks of the spring semester, the Tenure Review
352 Committee Chair will meet with the candidate to explain the tenuring
353 process for spring hires.
- 354 12.8 F. (2) (b) During the Spring Semester there will be one classroom visit by two peer
355 members of the Committee.
- 356 12.8 F. (2) (c) Student evaluations will be administered to one class of each preparation
357 during the 13th to 15th week of the spring semester.
- 358 12.8 F. (2) (d) At the beginning of the next Fall semester, the timeline as specified in
359 Article 12.8.F(1) will be followed with the exception that there will be one
360 less visit required under Article 12.8.C(4)(a). Thereafter, the Fall Hires
361 timeline will be followed.
- 362 12.8 G. **Consideration of Input from Outside of the Formal Evaluation Process**
- 363 12.8 G. (1) The Committee will consider only complaints or concerns or commendations that
364 have been thoroughly documented and substantiated through written and signed
365 instruments. All written complaints will be investigated and substantiated.
366 Unsubstantiated complaints and commendations will be disregarded.
- 367 12.8 G. (2) The candidate has the right to respond to any and all input which the Committee
368 is weighing as part of the evaluation process.
- 369 12.8 H. **Committee Service.** The Committee members may count time served on the
370 Committee as service under Article 5.2 A(4).
- 371 12.8 I. **Documentation of Process**
- 372 12.8 I. (1) To properly document the evaluation process, the following standardized District
373 forms should be used and/or developed:
- 374 12.8 I. (1) (a) Evaluation form for non-classroom faculty.
- 375 12.8 I. (1) (b) Student evaluation form and summary.
- 376 12.8 I. (1) (c) Site appraisal form.
- 377 12.8 I. (1) (d) Self-appraisal form.
- 378 12.8 I. (1) (e) Summary Appraisal Report.
- 379 12.8 I. (1) (f) Employment recommendation form.
- 380 12.8 I. (2) All completed forms in Article 12.8.I(1) will be held in the candidate's portfolio.
- 381 12.8 J. **Evaluation Assessment**
- 382 12.8 J. (1) **Evaluation of the Candidate.** Evaluation of the candidate should be based
383 solely upon the procedures in this Agreement.
- 384 12.8 J. (2) **Evaluation Consideration.** Evaluation consideration should be as objective
385 and quantifiable as possible.
- 386 12.8 J. (2) (a) The Committee must have written justification and documentation of a
387 decision not to grant tenure.
- 388 12.8 J. (2) (b) Recommendation to grant, or not to grant, tenure must be by majority vote
389 of the Committee.

- 390 12.8 J. (3) **Proposed Criteria for Employment Recommendation**
- 391 12.8 J. (3) (a) Not to rehire: Candidate's performance is unsatisfactory and continued
392 employment is not recommended.
- 393 12.8 J. (3) (b) To grant 2nd or 3rd probationary contract: Candidate needs to work
394 further to develop skills and gain more experience before being considered
395 for tenure.
- 396 12.8 J. (3) (c) Grant tenure during the 1st or 2nd contract. Candidate is exceptionally
397 strong in all areas of the evaluation criteria, so that a continued period of
398 probation would be unnecessary.
- 399 12.8 J. (3) (d) To grant tenure after (or during) third contract: Candidate has
400 demonstrated continual professional growth, has improved appreciably,
401 and would be an asset to the institution.
- 402 12.8 J. (4) **Difference in Criteria Weighting for First, Second, and Third Contracts**
- 403 12.8 J. (4) (a) For 1st and 2nd contract: All criteria considered, with classroom-related
404 criteria the most important.
- 405 12.8 J. (4) (b) For 3rd contract: All criteria considered, with candidate expected to be
406 fully participating member of campus community.
- 407 12.9 **Tenure Review Non-Classroom Teaching Faculty and Non-Teaching Faculty.** The
408 tenure review process should ensure that students have access to the most knowledgeable,
409 talented, creative, and student-oriented faculty available. To that end, a four-year
410 probationary period provides sufficient time for contract employees to understand the
411 expectations for tenure, to develop the skills and acquire the experience to participate
412 successfully in the educational process and to use the District's and other resources for
413 professional growth. The process should promote professionalism and enhance academic
414 growth by providing a useful assessment of performance, using clear evaluation criteria.
- 415 12.9 A. The criteria upon which probationary faculty members will be evaluated are as follows:
- 416 12.9 A. (1) **Professional Responsibilities**
- 417 12.9 A. (1) (a) Active participation in institutional governance as outlined in Article
418 5.2.A(4).
- 419 12.9 A. (1) (b) Maintenance of ethical standards such as outlined in the AAUP Ethical
420 Standards Statement.
- 421 12.9 A. (1) (c) Recognition and adherence to the principles of academic freedom as
422 outlined in the AAUP Academic Freedom Statement.
- 423 12.9 A. (1) (d) Maintenance of positive working relationships with colleagues.
- 424 12.9 A. (1) (e) Demonstration of willingness to advocate faculty and student rights.
- 425 12.9 A. (1) (f) Demonstration of commitment to and enthusiasm for the profession.
- 426 12.9 A. (1) (g) Maintenance of office hours as scheduled, accurate collection and
427 reporting records and other documentation in a timely manner.
- 428 12.9 A. (2) **Relations with Students** (Applies to faculty for whom student interaction is an
429 integral part of job.)
- 430 12.9 A. (2) (a) Willingness and availability to assist students.
- 431 12.9 A. (2) (b) Responsiveness to the educational needs of students by exhibiting
432 awareness of and sensitivity to the following:
- 433 12.9 A. (2) (b) 1) Diversity of cultural backgrounds, gender, age, and
434 lifestyles.

- 435 12.9 A. (2) (b) 2) Variety of learning styles.
- 436 12.9 A. (2) (b) 3) Student goals and aspirations.
- 437 12.9 A. (2) (b) 4) The special needs of students with physical and/or
438 learning disabilities.
- 439 12.9 A. (2) (b) 5) Resolution of problems between faculty member and
440 student.
- 441 12.9 A. (2) (b) 6) Understanding and utilizing student support services.
- 442 12.9 A. (2) (c) Concern for student welfare.
- 443 12.9 A. (2) (d) Knowledge and appropriate utilization of community resources.
- 444 12.9 A. (3) **Performance in Area of Assignment**
- 445 12.9 A. (3) (a) Knowledge of area of expertise.
- 446 12.9 A. (3) (b) Awareness of current developments and research in field.
- 447 12.9 A. (3) (c) Demonstration of effective communication with students (when
448 appropriate).
- 449 12.9 A. (3) (d) Effective use of methods appropriate to area of assignment.
- 450 12.9 A. (3) (e) Communication with students with clear identification of goals, objectives
451 and student performance expectations (when appropriate).
- 452 12.9 A. (3) (f) Evidence of program objectives being met.
- 453 12.9 B. **Components of Evaluation of Probationary Faculty**
- 454 12.9 B. (1) **Records Evaluation**
- 455 12.9 B. (1) (a) The Tenure Review Committee shall assess the candidate's maintenance
456 of appropriate documentation. This assessment shall be within the
457 bounds of professional ethics and academic freedom.
- 458 12.9 B. (1) (b) The candidate shall submit samples of such documentation to the
459 Committee Chair to be kept for placement in an evaluation portfolio which
460 may be added to during the tenuring process.
- 461 12.9 B. (2) **Professional Responsibilities Evaluation**
- 462 12.9 B. (2) (a) The Committee shall assess the candidate's professional activities such as
463 conference/workshop attendance, staff development participation,
464 professional association memberships, scholarly publications, research,
465 etc.
- 466 12.9 B. (2) (b) The Committee shall assess the candidate's participation in institutional
467 governance as outlined in Article 5.2.A(4).
- 468 12.9 B. (2) (c) The candidate shall submit to the Committee Chair a written report of
469 his/her professional activities.
- 470 12.9 B. (2) (d) The candidate's report will be kept in the evaluation portfolio.
- 471 12.9 B. (3) **Self-evaluation**
- 472 12.9 B. (3) (a) The candidate shall evaluate his/her performance in respect to the
473 evaluation criteria stated above in Article 12.9.A, for Form A1 (Appendix
474 D).
- 475 12.9 B. (3) (b) The candidate shall indicate areas of personal strengths.
- 476 12.9 B. (3) (c) The candidate shall respond in writing to the committee recommendations
477 by developing a plan to correct areas of weakness.

- 478 12.9 B. (4) **Peer Evaluation of Performance in Primary Area of Assignment**
- 479 12.9 B. (4) (a) **Non-classroom Teaching Faculty**
- 480 12.9 B. (4) (a) 1) The Committee evaluation of student interview/interaction shall
481 consist of a minimum of three separate visitations. A visit means a
482 designated session regardless of the number of members visiting.
- 483 12.9 B. (4) (a) 2) Preferably, two members will evaluate at a time in the same visit, but
484 an initial visit will be by two committee members.
- 485 12.9 B. (4) (a) 3) The candidate will receive at least one week's notice prior to the
486 visit.
- 487 12.9 B. (4) (a) 4) The candidate shall provide a brief description of the student contact
488 at least one day prior to a visit.
- 489 12.9 B. (4) (b) **Non-teaching Faculty**
- 490 A non-teaching faculty is defined as a faculty member whose assignment
491 does not require direct contact with, or teaching of, students.
- 492 12.9 B. (4) (b) (1) The evaluation of interaction with colleagues and/or co-workers shall
493 consist of a minimum of three separate visitations. A visit means a
494 designated session regardless of the number of committee members
495 visiting.
- 496 12.9 B. (4) (b) (2) Preferably, two members will evaluate at a time in the same visit, but
497 an initial visit will be by two committee members.
- 498 12.9 B. (4) (b) (3) The candidate will receive at least one week's notice prior to the visit
499 and will provide a brief description of the student contact.
- 500 12.9 B. (5) **Student Evaluation for Non-classroom Teaching Faculty**
- 501 12.9 B. (5) (a) Student evaluations shall be administered by the College President or
502 his/her designee, with standardized instructions to students.
- 503 12.9 B. (5) (b) A minimum of 25 student evaluations shall be required each semester
504 unless the Committee approves fewer.
- 505 12.9 C. **Committee Composition**
- 506 12.9 C. (1) The Committee shall be composed of the following members:
- 507 12.9 C. (1) (a) Two faculty from the candidate's area of assignment where available, one
508 of whom should be from the candidate's hiring committee, if possible.
- 509 12.9 C. (1) (a) 1) If there is not a sufficient number of faculty available in the
510 candidate's area of assignment, faculty from a related area of
511 assignment at the college shall be appointed to the committee.
- 512 12.9 C. (1) (a) 2) If there is not a sufficient number of faculty available in a related
513 area of assignment at the college, faculty in the area of assignment
514 or related area of assignment from another District college shall be
515 appointed.
- 516 12.9 C. (1) (b) One faculty member from another area of assignment.
- 517 12.9 C. (1) (c) One faculty member selected by the candidate from the candidate's
518 division. For the purpose of peer selection, division is defined as the
519 faculty group from which Academic Senate representation is selected.
- 520 12.9 C. (1) (d) The immediate supervisor.
- 521 12.9 C. (2) **Committee Appointment**

- 522 12.9 C. (2) (a) 1) Committee members in Articles 12.9.C(1)(a) and 12.9.C(1)(b)
523 above shall be appointed by the Chair of the candidate's hiring
524 committee subject to approval by the college Affirmative Action
525 Facilitator, Academic Senate President, and the College
526 President.
527
- 528 12.9 C. (2) (a) 2) When an untenured manager retreats to the faculty as a first-year
529 probationary instructor, tenure review committee members in
530 12.8D(1)(a), 12.8D(1)(b), 12.9C(1)(a) and 12.9C(1)(b) of the
531 AFT/VCCCD Agreement shall be appointed by the Academic
532 Senate President subject to approval by the campus Affirmative
533 Action Facilitator and the College President.
534
- 535 12.9 C. (2) (b) The candidate must select his/her Committee member in Article
536 12.9.C(1)(c) above by the sixth week of the Fall semester
- 537 12.9 C. (2) (b) 1) If the candidate does not choose a Committee member in the
538 designated time, one will be chosen by the Committee.
- 539 12.9 C. (2) (c) Committee members shall serve for the duration of the candidate's
540 probationary period. Replacement Committee members shall be
541 appointed by the Committee when necessary.
- 542 12.9 C. (2) (d) The candidate shall have the right to remove one Committee member
543 during the probationary period. If the candidate removes a Committee
544 member, a replacement Committee member shall be appointed by the
545 same constituency by the college Affirmative Action Facilitator, Academic
546 Senate President, and the College President.
- 547 12.9 C. (2) (e) The Chairperson of the Committee shall be elected by the Committee.
- 548 12.9 D. **Steps of Tenure Review Process**
- 549 The steps of the tenure review process are as follows:
- 550 12.9 D. (1) An orientation meeting of Committee members.
- 551 12.9 D. (2) A meeting of the committee and candidate, reviewing evaluation criteria,
552 evaluation process and timelines. At any time, the evaluatee may request a
553 convening of the Committee.
- 554 12.9 D. (3) A formal evaluation of the candidate, according to the process in Article 12.9.B.
- 555 12.9 D. (4) A Committee meeting without the candidate to determine the recommendation of
556 the candidate's subsequent contract status.
- 557 12.9 D. (5) A Committee meeting with the candidate to recognize meritorious performance,
558 discuss Committee recommendations and, if appropriate, to recommend a
559 course of action for correcting weaknesses.
- 560 12.9 D. (6) The Committee shall submit its recommendation for the candidate's subsequent
561 contract status to the College President. The College President shall review all
562 materials and make a recommendation for the candidate's subsequent contract
563 status to the Committee. If the recommendations differ, the Committee and the
564 President shall meet and attempt to resolve the differences. If no resolution is
565 reached, then the Committee's recommendation shall be forwarded to the
566 Governing Board accompanied by the President's dissenting recommendation.
- 567 12.9 E. **Evaluation Process Timeline.** The timelines listed in Article 12.9E are guidelines and
568 should be flexible, as necessary.
- 569 12.9 E. (1) **Fall Hires**

- 570 12.9 E. (1) (a) This process will be followed for each evaluation period until a final
571 recommendation is made.
- 572 12.9 E. (1) (b) **Weeks 1 - 4**
- 573 12.9 E. (1) (b) 1) An orientation meeting of the Committee will be convened by the
574 Executive Vice President or designee. See Article 12.9.D(1).
- 575 12.9 E. (1) (b) 2) A meeting of the Committee and the candidate shall be held. See
576 Article 12.9.D(2).
- 577 12.9 E. (1) (c) **Weeks 5 - 9**
- 578 12.9 E. (1) (c) 1) Worksite peer visitations shall be made. See Article 12.9.B(5).
- 579 12.9 E. (1) (c) 2) Committee meetings will be held with the candidate to discuss each
580 worksite evaluation visit and to make suggestions for specific
581 improvements.
- 582 12.9 E. (1) (c) 3) Enough time shall elapse between worksite visits for the candidate
583 to make some improvement in areas noted for improvement.
- 584 12.9 E. (1) (c) 4) Professional Responsibilities evaluation will begin. See Article
585 12.9.B(2).
- 586 12.9 E. (1) (d) **Weeks 10 - 12**
- 587 12.9 E. (1) (d) 1) Student evaluations will be conducted and summaries of the results
588 will be provided to the committee chair. See Article 12.9.B(5).
- 589 12.9 E. (1) (d) 2) The candidate will submit worksite records and professional
590 activities documentation to the Committee Chair. See Articles
591 12.9.B(1) and 12.9.B(2).
- 592 12.9 E. (1) (d) 3) The candidate's self-evaluation will be completed and submitted to
593 the Committee Chair. See Article 12.9.B(3).
- 594

- 594 12.9 E. (1) (e) **Weeks 13 - 15**
- 595 12.9 E. (1) (e) 1) The Committee will meet to evaluate the candidate's performance in
596 all criteria areas. The candidate or the Committee may request
597 additional input; this additional input shall be limited to another peer
598 worksite visitation, further discussion with the candidate, and/or the
599 request for additional records/documents.
- 600 12.9 E. (1) (e) 2) The Committee shall meet without the candidate to decide if the
601 candidate has met the evaluation criteria and, if appropriate, to
602 recommend a specific course of action to help the candidate
603 improve his/her performance. See Article 12.9.A.
- 604 12.9 E. (1) (e) 3) The Committee shall meet with the candidate to communicate its
605 recommendation.
- 606 12.9 E. (1) (f) **Week 16**
- 607 12.9 E. (1) (f) 1) The Committee shall submit its employment recommendation on
608 Form C3 (Appendix D) to the College President.
- 609 12.9 E. (2) **Spring Hires**
- 610 12.9 E. (2) (a) During the first two weeks of the Spring Semester, the Coordinator will
611 meet with the candidate to explain the tenuring process for mid-year hires.
- 612 12.9 E. (2) (b) During the spring semester there will be one worksite visit by two peer
613 members of the candidate's Committee.
- 614 12.9 E. (2) (c) A minimum of 25 student evaluations will be administered during Week 13-
615 15 of the Spring Semester unless the Committee approves fewer.
- 616 12.9 E. (2) (d) At the beginning of the next Fall Semester, the timeline as specified in
617 Article 12.9.E(1) will be followed with the exception that there will be one
618 less visit required (Article 12.9.B(5)(a)). Thereafter, the Fall Hires timeline
619 will be followed.
- 620 12.9 F. **Consideration for Input from Outside the Formal Evaluation Process**
- 621 12.9 F. (1) The Committee will consider only complaints or concerns or commendations that
622 have been thoroughly documented and substantiated through written and signed
623 instruments. All written complaints will be investigated and substantiated.
624 Unsubstantiated complaints and commendations will be disregarded.
- 625 12.9 F. (2) The candidate has the right to respond to any and all input which the Committee
626 is weighing as part of the evaluation process.
- 627 12.9 G. **Committee Service.** The Committee members may count time served on the
628 Committee as service under Article 5.2.A(4).
- 629 12.9 H. **Documentation of Process**
- 630 12.9 H. (1) To properly document the evaluation process, the following standardized District
631 forms should be used and/or developed.
- 632 12.9 H. (1) (a) Evaluation form for non-classroom faculty.
- 633 12.9 H. (1) (b) Student evaluation form and summary.
- 634 12.9 H. (1) (c) Site appraisal form.
- 635 12.9 H. (1) (d) Self-appraisal form.
- 636 12.9 H. (1) (e) Employment recommendation form.
- 637 12.9 H. (2) All completed forms in Article 12.9.H(1) will be held in the candidate's portfolio.

- 638 12.9 I. **Evaluation Assessment**
- 639 12.9 I. (1) **Evaluation of the Candidate.** Evaluation of the candidate should be based
640 solely upon the procedures in this Agreement.
- 641 12.9 I. (2) **Evaluation Consideration.** Evaluation consideration should be as objective
642 and quantifiable as possible.
- 643 12.9 I. (2) (a) The committee must have written justification and documentation of a
644 decision not to grant tenure.
- 645 12.9 I. (2) (b) Recommendation to grant, or not to grant, tenure must be by majority vote
646 of the committee.
- 647 12.9 I. (3) **Proposed Criteria for Employment Recommendation**
- 648 12.9 I. (3) (a) Not to rehire: Candidate's performance is unsatisfactory and continued
649 employment is not recommended.
- 650 12.9 I. (3) (b) To grant 2nd or 3rd year probationary contract: Candidate needs to work
651 further to develop skills and gain more experience before being considered
652 for tenure.
- 653 12.9 I. (3) (c) Grant tenure during the 1st or 2nd year contract: Candidate is
654 exceptionally strong in areas of the evaluation criteria, so that a continued
655 period of probation would be unnecessary.
- 656 12.9 I. (3) (d) To grant tenure after (or during) third contract: Candidate has
657 demonstrated continual professional growth, has improved appreciably,
658 and would be an asset to the institution.
- 659 12.9 I. (4) **Difference in Criteria Weighting for First, Second, and Third Contracts**
- 660 12.9 I. (4) (a) For 1st and 2nd contract: All criteria considered, with worksite-related
661 criteria the most important.
- 662 12.9 I. (4) (b) For 3rd contract: All criteria considered, with candidate expected to be
663 fully participating member of the campus community.

664

(This page intentionally blank)

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
32
33
34
35
36
37
38
39
40
41
42
43
44

- 13.1 **Department Chairs.**
The number and designation, creation, rearrangement, and deletion of Department chairs shall be established by the District.
- 13.1 A. The Department Chair will be a faculty member selected by department members through a process established by the Department. The Department Chair is subject to approval by the College President. In the event the department members decline or fail to select a Department Chair, the dean/immediate supervisor shall recommend a faculty member to the College President. Any faculty member so recommended may refuse to serve as Department Chair. A Department Chair will be appointed for a term of two years.
- 13.1 B. In Departments such as, but not limited to, DSPS, EOPS, Athletics or Nursing which have a Coordinator, the Coordinator shall function similarly to a Department Chair. However, a Coordinator is assigned to oversee specialized programs or clusters of programs, and is compensated differently than Department Chairs. All other Departments will have a Department Chair.
- 13.1 C. A Department may be composed of one or more disciplines.
- 13.1 D. Department Chairs shall be evaluated annually by the Dean/immediate supervisor and annually by faculty members in the Department, and shall be evaluated with regard to the duties of Department Chairs. Evaluations of Department Chairs will be submitted to the Executive Vice President for review, who will make a recommendation to the College President.
- 13.1 E. A Department Chair may be removed from the assignment by the College President for unsatisfactory performance, budget considerations, or at the written request of a majority of the department members.
- 13.1 F.
- | | |
|----------------------|--------|
| (1) Reassigned Time: | |
| 3 or less | 0 FTE |
| More than 3 to 10 | .2 FTE |
| More than 10 to 16 | .4 FTE |
| More than 16 | .6 FTE |

FTE in a Department is computed based on 1 FTE for each full-time regular contract employee (a full-time regular contract employee assigned to more than one Department will be computed on a pro-rata basis) and 0.2 FTE for each hourly faculty member. The number of full-time regular contract faculty members and non-contract faculty members for an academic year shall be determined by the average number of such employees from the previous year's Fall census and Spring census.

The above calculation will go into effect for a department chair with the commencement of a new term for the Department Chair. Until that time the method of calculation shall remain as in the 1998-2001 Agreement.

- 44 13.1 F. (2) **Monthly Salary Differential**
- 45 A monthly salary differential of \$250 for a total of ten months will be paid to each
 46 Department Chair, who qualifies for any reassigned time, for the assignment of a
 47 Department Chair. A Department Chair, who does not qualify for reassigned time,
 48 shall receive a monthly salary differential of \$350 for a total of ten months for the
 49 assignment of Department Chair. This salary differential shall be added to the contract
 50 faculty member's regular salary for STRS purposes if allowed by the STRS.
- 51 13.1 F. (3) **Hourly Pay To Participate In, And Coordinate Evaluation Of, And**
 52 **Interface With, Hourly Faculty**
- 53 For every hourly faculty member in the Department determined by the average of the
 54 number of hourly faculty members at the previous academic year's Fall census and
 55 Spring census, the Department Chair shall be paid a total for the year of one hour of
 56 pay at the appropriate hourly rate.
- 57 13.1 F. (4) **Additional Weeks of Employment Per Year**
- 58 If the Department Chair is granted .6 reassigned time pursuant to this provision, then
 59 that Department Chair also shall be granted an additional one week of employment per
 60 year to be scheduled by the Dean/immediate supervisor. If a Department has 20 or
 61 more FTE, then the Department Chair will be granted two additional weeks of
 62 employment per year to be scheduled by the Dean/immediate supervisor. Additional
 63 weeks shall be added to the contract faculty member's regular salary for STRS
 64 purposes if allowed by the STRS.
 65
- 66 13.1 G. All Department Chairs who have not served as a Department Chair during the last
 67 three years shall be required to participate in Department Chair orientation not to
 68 exceed two hours.
- 69 H. The Department Chair may request that a Vice-Chair be appointed. The Vice-Chair will
 70 be a faculty member nominated by department members through a process established
 71 by the Department. The Vice-Chair is subject to approval by the College President. A
 72 Vice-Chair will be appointed for a term of one year. The Vice-Chair shall assist the
 73 Department Chair in the performance of her/his duties in accordance with the needs of
 74 the department as determined by the department. The Vice-Chair shall be paid a pro-
 75 rata share of the hourly pay calculated in Article 13.1F(3) that would have been paid to
 76 the Department Chair for that part of the duties actually performed by the Vice-Chair.
- 77 13.1 I. The Department Chair shall provide leadership to the Department and shall assist the
 78 Dean/immediate supervisor in duties such as:
- 79 13.1 I. (1) Recruitment, selection, and orientation of the new faculty and
 80 classified employees who will be assigned to the Department.
- 81 13.1 I. (2) Development of Department's instructional schedule.
- 82 13.1 I. (3) Development and revision of curriculum including course outlines, and
 83 course and catalog descriptions.
- 84 13.1 I. (4) Evaluation of faculty in the Department.
- 85 13.1 I. (5) Development and conducting of Department meetings, and preparation
 86 and distribution of minutes of all such meetings.

- 87 13.1 I (6) Communications with students, faculty, and other employees.
- 88 13.1 I (7) Maintenance and improvement of facilities, equipment, and supplies.
- 89 13.2 I (8) Representation of and liaison for the Department within the College.
- 90 13.1 I (9) Other duties as determined jointly by the faculty in the Department and the
 91 dean/immediate supervisor which are reasonably related to the needs of the
 92 Department and the College.
- 93 13.1 **Facilitators.**
 94 The number and designation of Facilitators shall be established by the College President.
 95 The duties of a Facilitator shall be determined and assigned by the immediate supervisor.
 96 All Facilitator positions will be advertised at the college at least five working days prior to
 97 selection. The appropriate manager shall interview qualified applicants and make a
 98 recommendation to the College President.
- 99 Exceptions to the above shall be made for facilitator hours related to the following
 100 assignments:
- 101 EOPS Counselor/Coordinator
 102 Coordinator, Special Education
 103 Veterans, Counselor/Coordinator
 104 BVA/SPVC Counselor/Coordinator
 105 Coordinator, Student Health Services
- 106
- 107 13.2 A. Things as a facility, activities, special functions, events, or campus services. A
 108 Facilitator differs from a Department Chair in that the former is responsible for such
 109 Facilitator does not participate in the evaluation of faculty.
- 110 13.2 B. The extra duties of a facilitator shall be compensated at the appropriate established
 111 part-time hourly rate. The College President may recommend an extended contract
 112 on an annual basis of ¼ month for any facilitator who is assigned 100 hours or more
 113 of pay per semester.
- 114 13.2 C. Contract or non-contract faculty members serving as facilitators may have additional
 115 hourly assignments in combination with the facilitator assignment as specified in
 116 Article 5.4 A.
- 117 13.2 D. Non-contract faculty shall continue to accrue non-contract longevity during their
 118 service as facilitator.
- 119

119 13.2 *(this page intentionally blank)*

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
32
33
34
35
36
37
38

-
- 14.1 A transfer is a change of college location within the District of a contract faculty member within the same position classification.
- 14.2 **Voluntary Transfer:** A qualified contract faculty member who has applied for voluntary transfer, and has the concurrence of the department to which he/she wishes to transfer, may be allowed to transfer to another college with the approval of the affected Division Deans and College Presidents, and the Chancellor or his/her designee. If more than one qualified faculty member applies for voluntary transfer to the same available position, District seniority shall be the determining factor when two or more such applicants are equally qualified in terms of credentials, major and minor fields, evaluations, and experience. All contract faculty members shall be notified by the District mail of initial available openings at least three days before publication of any public announcement. Qualified contract faculty members who have applied for voluntary transfer to an available contract position prior to public announcement of such position shall receive first consideration for transfer to such position, but thereafter shall be considered part of the overall applicant pool.
- 14.3 **Involuntary Transfer:** If enrollment decreased, or cancellation or relocation of classes or programs require the relocation of contract faculty among the colleges, all reasonable effort will be made to:
- 14.3 A. Accomplish such relocation by means of voluntary transfers as set forth in Article 14.2 above; or
- 14.3 B. Avoid such relocation by such voluntary reassignments within the college as the College President may approve.
- If such relocation cannot be accomplished by voluntary transfers, District seniority of contract faculty members possessing needed qualifications within the relevant department and discipline shall prevail. A contract faculty member who has been involuntarily transferred shall have first right to be transferred to any available contract opening in his/her former department, discipline, and college for a period of 39 months following such involuntary transfer. Such right may be extended thereafter by the faculty member's filing of a yearly written notification with the District's Human Resource Office.
- 14.4 Whenever used in this Agreement, "District Seniority" shall mean a contract faculty member's continuous service, including all authorized paid and unpaid leaves of absence, since the date that such faculty member first rendered paid contract service or accepted employment, (if prior to July 1, 1947), in the District or in the Ventura Unified School District prior to its separation of such Districts. Except as otherwise required by State law, application of District Seniority shall not be utilized to deprive unit members of benefits that would otherwise be enjoyed as a result of this Agreement.

(this page intentionally blank)

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

- 15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.
- 15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Governing Board may direct, if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.
- 15.3 A faculty member may resign from his/her non-contract assignment at any time. Such resignation shall be submitted to the Dean of Continuing Education (Dean of General and Transfer Education at Moorpark College). A faculty member shall have the right to withdraw his/her resignation within five working days of its submission. Such request to withdraw the resignation must be made in writing within the five days to the Dean of Continuing Education (Dean of General and Transfer Education at Moorpark College).
- 15.4 Resignations of contract assignments at a college shall be submitted to the College President, who shall submit it to the Chancellor. Such resignations shall not be transmitted by the Chancellor to the Governing Board for action sooner than 48 hours after receipt, nor later than the next scheduled Governing Board meeting after the expiration of the 48-hour limit.
- 15.5 A faculty member shall have the right to withdraw his/her resignation of a contract assignment at any time prior to Governing Board acceptance. Such requests to withdraw the resignation must be made in writing prior to acceptance of the resignation by the Governing Board.
- 15.6 After acceptance of a resignation, a written request by the resigned faculty member to withdraw the resignation shall be considered if it is in the best interests of the District, such determination to be made by the Governing Board.

(this page intentionally blank)

1
2

3 16.1 **Preface.** It is the intent of the parties to this Agreement that any complaint which might later
4 constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to
5 resolve such complaints through informal conferences between the parties involved should
6 be made without recourse to the grievance procedure. Since these informal conferences are
7 not intended to be part of this grievance procedure, the discussion of any matter in such
8 informal conferences shall not be considered a waiver of the right of any party to later raise a
9 complaint or defense in the grievance procedure if the informal conferences are
10 unsuccessful in resolving the complaint.

11 16.2 A. A grievance is a written complaint alleging that there has been a refusal to apply this
12 Agreement or a misinterpretation or misapplication of the terms of this Agreement.

13 16.2 B. For the purposes of this procedure, a grievant may be an individual faculty member,
14 except the Federation may file a grievance on Article 17, Federation Rights. Any
15 grievant shall be entitled to a Federation representative at any stage of the grievance
16 procedure. Nothing herein shall preclude any grievant from filing and processing
17 his/her grievance without the assistance of a representative.

18 16.3 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This
19 form shall be provided by the District and shall be available at the District Office, the Office of
20 the President of each College, and from the Federation.

21 16.4 Written notification or decisions to be provided under this grievance procedure may be hand
22 delivered to the appropriate person or left with a person in charge of the office of the
23 appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand
24 delivered, the date of such delivery shall be considered the date of submission. If mailed by
25 certified U.S. mail, the postmark shall be considered as the date of submission.

26 16.5 During the processing of faculty member grievances, both the grievant and the District shall
27 make a good-faith effort to provide available records and documentation in support of any
28 position taken, provided that materials contained in the personnel file of faculty members
29 other than the grievant shall be made available only with the consent of such faculty
30 members. The grievant shall be deemed to have given such consent by the filing of his/her
31 grievance.

32 16.6 No faculty member submitting a grievance with the assistance of a representative shall be
33 required or requested at any stage of the grievance procedure to discuss privately with any
34 District manager any aspect of the submitted grievance without the presence of such
35 representative.

36 16.7 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant
37 to this grievance procedure so as to minimize disruptions of the work assignments of the
38 faculty. The grievant, one Federation representative, and any witness requested or agreed
39 upon by District management, may attend such meetings with District management without
40 loss of compensation and, if requested, substitutes will be provided at District expense.

41 16.8 No grievance shall be resolved without first affording the Federation an opportunity to review
42 the grievance, all evidence presented, and its proposed solution.

43 16.9 If it appears that the same grievance or substantially the same grievance has been submitted
44 by more than one faculty member, the parties shall meet and attempt to agree upon a
45 procedure for the handling of such grievances. If the parties agree that such grievances are
46 sufficiently similar to create a reasonable probability that a resolution of one may produce
47 results that should be equally applicable to all such grievances, the grievances may be
48 consolidated for process as a single grievance, provided that any faculty member whose
49 grievance is affected by such consolidation shall be notified of the proposed consolidation,
50 and may, within five (5) working days after receipt of such notice, provide the District and the

51 Federation with written notice of his/her election to have his/her grievance processed
52 separately.

53 16.10 All documents and communications relating to any grievance shall not be made part of any
54 District files, personnel or otherwise, except that the District may maintain a separate
55 confidential grievance file in the Human Resources Office. Any information contained solely
56 in such file shall not be utilized in any evaluation or in providing any employment reference or
57 recommendation.

58 16.11 No discrimination of any kind shall be taken against any participant in the grievance
59 procedure by reason of such participation. Each of the formal requirements and time
60 limitations stated herein for the processing of grievances shall be strictly adhered to;
61 provided, however, that any such requirements or time limits may be extended or waived by
62 the expressed written agreement of the parties. If the District's authorized representative
63 fails to answer a grievance within the time limit specified in any step of the grievance
64 procedure, the grievant shall have the right to appeal the grievance to the next step of the
65 grievance procedure. Failure by the grievant to appeal a decision within the specified time
66 limits shall be deemed an acceptance of the decision and the grievance is terminated.

67 **16.12 Grievance Procedure**

68 A grievance must be submitted within 15 working days after the grievant first knew, or by
69 reasonable diligence should have first known, of the condition(s) upon which the grievance is
70 based, provided that the time limit shall be extended by 5 working days if an informal
71 conference is held. All deadlines in Steps I, II, and III shall not be extended except by mutual
72 agreement in writing between parties. By mutual agreement in writing between parties, any
73 step between and including Steps I and IV, may be passed over for the next step.

74 **STEP I: IMMEDIATE SUPERVISOR**

75 If the informal conferences fail to resolve satisfactorily a complaint, the aggrieved faculty
76 member may submit the grievance in writing to his/her appropriate immediate supervisor and
77 appropriate Dean. Either party may request and shall promptly receive a meeting to discuss
78 the grievance. The immediate supervisor and/or Dean shall render a written decision upon
79 the grievance to the grievant and to the Federation within ten working days after its
80 submission.

81 **STEP II: COLLEGE PRESIDENT**

82 If the grievant is not satisfied with the written decision in Step I, he/she may appeal the
83 decision within five working days after the receipt of the written decision in Step I to the
84 College President and/or Dean under whose jurisdiction the grievance occurred. Either party
85 may request and shall promptly receive a meeting to discuss the grievance. The College
86 President shall render a written decision to the grievant and to the Federation within ten
87 working days after submission of the appeal.

88 **STEP III: CHANCELLOR**

89 If the grievant is not satisfied with the written decision in Step II, he/she may appeal the
90 decision within five working days after the receipt of the written decision in Step II to the
91 Chancellor or designee. Either party may request and shall promptly receive a meeting to
92 discuss the grievance. The Chancellor or designee shall render a written decision to the
93 grievant and the Federation within ten working days after submission of the appeal.

94 **STEP IV: MEDIATION**

95 If the grievant is not satisfied with the written decision in Step III, the Federation may appeal
96 the grievance on his/her behalf to Step V, or, at the written request of either the grievant, the
97 Federation or the District, within five working days after the grievant's receipt of the written
98 reply in Step III, the grievance shall first be submitted to a conciliator of the California State
99 Mediation and Conciliation Service for mediation and recommendation.

100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124

STEP V: ARBITRATION

- A. If the grievant is not satisfied with the written decision in Step III (or the recommendation in Step IV, if applicable), within ten working days after receipt of the written decision in Step III (or the recommendation in Step IV, if applicable), the Federation may notify the Chancellor or his/her designee in writing of its request to have the grievance submitted to binding arbitration.
- B. The Federation and the District shall attempt to agree upon an arbitrator, and if no such agreement can be reached, the parties shall jointly request that the California State Mediation and Conciliation Service supply a panel of seven names of arbitrators. The parties shall thereafter meet and determine the choice of first strike from such list by lot, and alternately strike names from such list until a single name remains.
- C. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Federation. All other expenses, including fees for witnesses, or the cost of substitutes for witnesses, shall be borne by the party incurring them.
- D. The arbitrator shall, as soon as possible, hear evidence and render a decision on the issues that were submitted to arbitration. If the parties cannot agree upon a summary of the issues, the arbitrator shall determine the issues by referring to the written grievance and the answers hereto at each level. In disputed cases regarding whether or not a grievance claim is within the scope of these proceedings, the arbitrator shall first rule on the arbitrability of the issue.
- E. The arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement.
- F. The District and the Federation may agree to any mutually acceptable procedure for expedited arbitration.

(This page intentionally blank)

1
2

ARTICLE 17
Federation Rights and Activities

- 3 17.1 The Federation shall have the right of access to areas in which employees work, the right
4 to use institutional bulletin boards, mailboxes, District mail services, and institutional
5 facilities provided that such use or access shall not interfere with nor interrupt normal
6 District operations. Arrangements for use of District facilities shall be made in accordance
7 with established District procedures.
- 8 17.2 The Federation shall be entitled to an ex-officio representative at all Governing Board
9 meetings.
- 10 17.3 The District shall furnish the Federation with an up-to-date listing of all faculty as of the
11 October and March payroll periods, and shall furnish the Federation with all election lists
12 and all available list of addresses of full-time and part-time faculty.
- 13 17.4 Sufficient copies of this Agreement shall be printed by the District to assure the availability
14 of a copy to each faculty member, and to each new faculty member offered employment
15 during the term of this Agreement.
- 16 17.5 Designated representatives of the Federation and designated representatives of the
17 Governing Board shall meet monthly on a mutually agreed upon date, time, and place to
18 review administration of the Agreement. The provision of such meetings shall not be
19 deemed a part of the grievance procedure or any form of negotiations, provided that such
20 meetings may be utilized to afford Federation representatives appropriate rights to
21 consultation under relevant provisions of the California Government Code.
- 22 17.6 The District shall provide the Federation with a current Governing Board Policy Manual and
23 shall provide the Federation with a copy of all approved changes and amendments for
24 inclusion in such manual.
- 25 17.7 If, during the term of this Agreement, any proposals are made to the Governing Board for
26 changes in Governing Board policies previously numbered 4.07a, 4.12, 4.13 or 5.01(a),
27 such proposals shall be transmitted to the Federation not less than 15 days prior to any
28 proposed Governing Board action, and, upon request, District representatives shall meet
29 and negotiate with Federation representatives.
- 30 17.8 In addition to other information to be provided under this Article, District management shall
31 make reasonable efforts to provide authorized Federation representatives with access to
32 all documents of public record that would assist the Federation in carrying forth its duties of
33 representation and administration of this Agreement.
- 34 17.9 The District shall not implement any recommendation of any advisory committee in any
35 manner that is inconsistent with the terms of this Agreement.
- 36 17.10 The Federation shall be entitled to 2.0 FTE released time per semester.
- 37 17.11 The Federation shall have the right to appoint a member to the following list of District and
38 college committees
- 39 17.11 A. DISTRICT-WIDE COMMITTEES
- 40 17.11 A. (1) DCAS and DCI
- 41 17.11 A. (2) Staff Development
- 42 17.11 A. (3) Sabbatical Leave
- 43 17.11 A. (4) DACAA
- 44 17.11 A. (5) Information Systems Policy
- 45 17.11 A. (6) Institutional Research
- 46 17.11 A. (7) Wellness/EAP

- 47 17.11 A. (8) Flex Day
- 48 17.11 B. MOORPARK COLLEGE COMMITTEES
- 49 17.11 B. (1) Fiscal Planning (Budget)
- 50 17.11 B. (2) Student Services
- 51 17.11 B. (3) Academic Affairs
- 52 17.11 B. (4) Staff Development
- 53 17.11 B. (5) Campus-wide Shared Governance
- 54 17.11 C. OXNARD COLLEGE COMMITTEES
- 55 17.11 C. (1) President's Cabinet
- 56 17.11 C. (2) Budget Development
- 57 17.11 C. (3) Curriculum
- 58 17.11 C. (4) Staff Development
- 59 17.11 D. VENTURA COLLEGE COMMITTEES
- 60 17.11 D. (1) Academic Affairs
- 61 17.11 D. (2) Staff Development
- 62 17.11 D. (3) Student Affairs
- 63 17.11 D. (4) Administrative and Fiscal Affairs (Budget)
- 64 17.11 D. (5) Campus Use and Development
- 65 17.11 D. (6) Planning (Shared Governance)

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48

- 18.1 Members of the Federation may submit to the District Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.
- 18.2 Service Fee**
- 18.2 A. Any faculty member who is not a member of the Federation, or who does not make application for membership within 30 days of the effective date of this Article or within 30 days of the commencement of assigned duties shall pay a service fee to the Federation. At any time a faculty member may become a Federation member by following the procedure set forth in Article 18.1 above.
- 18.2 B. The obligation to pay a service fee may be met by a monthly deduction from the faculty member's salary, by the faculty member's direct payment to the Federation using a method established by the Federation, or, if the faculty member is a religious objector, by complying with Articles 18.2 F. through 18.2 I.
- 18.2 C. If a faculty member does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the faculty member of their contractual obligations. If after proper notice the faculty member does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the faculty member. Upon receipt of such notice and proof, the District shall withhold the service fee from the faculty member's salary and submit such fee to the Federation as provided in Article 18.3 below.
- 18.2 D. The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 18.2 E. Any faculty member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the Regulations of the Public Employment Relations Board.
- 18.2 F. Notwithstanding the above, any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, or pay a service fee.
- 18.2 G. However, any faculty member who qualifies as a religious objector as provided in Article 18.2 F. above, shall pay an amount equal to the service fee to one of the three following nonreligious, non-labor organization, charitable funds:
- 18.2 G. (1) The AFT-VCCCD Scholarship Fund
 - 18.2 G. (2) Clinicas del Camino Real
 - 18.2 G. (3) A Ventura County Hospice
- 18.2 H. A faculty member paying an amount equal to the service fee to one of the organizations listed in Article 18.2 G, shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then, upon receipt of notice and proof from the Federation, the District shall implement the provisions of Article 18.2 C.
- 18.2 I. It is recognized that the Federation, as exclusive representative of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership. However, any employee who holds religious

49 objections pursuant to Article 18.2 F., who requests the Federation to use the
50 grievance procedure or arbitration procedure on his/her behalf, shall pay the
51 Federation for such representation. The Federation shall charge the faculty member
52 for the reasonable cost of using such procedure.

53 18.2 J. The Federation agrees that it will indemnify and hold harmless the District from
54 attorney's fees, costs, charges, fees, awards, and damages arising out of any matter
55 commenced against the District due to compliance by the District with its obligations
56 under this Article. The District agrees that in consideration of the Federation's
57 obligation hereunder the District will notify the Federation in writing of any matter within
58 seven days of service thereof upon the District. The District and the Federation shall
59 both fully cooperate with each other on any matter commenced against the District.
60 The Federation may, at its discretion, determine whether to defend, settle in whole or
61 in part, or appeal the matter.

62 **18.3 Remittance of Funds**

63 18.3 A. Funds deducted on behalf of the Federation pursuant to this Article will be remitted to
64 the Federation within five working days of the close of the preceding pay period,
65 provided the District shall not be responsible for delays beyond its control.

66 18.3 B. The District will provide the Federation with a statement, accompanying the remittance,
67 indicating the amount of the deductions during the preceding pay period and the
68 amount to be remitted to the Federation.

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
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50

- 19.1 The District shall not discriminate against faculty members because of their membership in the Federation or because of their exercise of other rights as provided in this Agreement.
- 19.2 The wages, hours, and other terms and conditions of employment expressed or implied in any individual contract of employment between the District and a faculty member shall be subject to the terms of this Agreement.
- 19.3 The Agreement shall be deemed to supersede any and all policies, rules, and regulations that are contrary to, or inconsistent with, its terms.
- 19.4 No faculty member covered by this Agreement shall suffer a reduction in preexisting salary or health and welfare fringe benefits because of the signing of this Agreement.
- 19.5 The District and its representatives shall take no action in violation of or inconsistent with any provision of this Agreement.
- 19.6 A. (1) Should any Article, Section, or Clause of this Agreement be declared illegal by the final judgment of a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted Article, Section, or Clause. In addition, upon the request of either party, the District and the Federation shall promptly meet and negotiate in an attempt to agree upon appropriate amendments to the Agreement with respect to any such matter declared to be illegal.
- (2) The entire amount of the district's share of the \$62 million state allocation for part-time salary equity shall be distributed to part-time faculty salaries in the same manner as the PREP funds are distributed. If and when legislation is passed, judicial determination made or state funds designated concerning salary, benefits, assignment rights, or other working conditions for non-contract faculty, the parties shall meet and negotiate within 10 working days concerning any and all portions of the Agreement related to the action.
- 19.7 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without constraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through bargaining, and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein.
- The parties agree, therefore, that the other shall not be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, even though such subject or matter may not have been in the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.8 It is agreed and understood that there will be no strike, work stoppage, slow-down, or picketing (except lawful informational picketing), or refusal or failure to fully and faithfully perform job functions and responsibilities, or other concerted activities intended to interfere with the operations of the District by the Federation, or by its officers or agents, during the term of the Agreement, including compliance with the request of other labor organizations to engage in such activity. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, (or other concerted activities intended to interfere with the operations of the District) by faculty members who are represented by the Federation, the Federation agrees in good faith to take all necessary steps to urge those employees to cease such action, even if such

51
52
53

action, was without the concern or sanction of the Federation. Nothing contained in this Article shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.

1
2

ARTICLE 20
District Rights

3 Except as limited by the terms of this Agreement and by applicable law, it is understood and
4 agreed that the District retains all of its powers and authority to direct, manage, and control to the
5 full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right
6 to determine its organization; direct the work of its employees; determine the times and hours of
7 operation; determine the kinds and levels of services to be provided, and the means of providing
8 them; establish its educational policies, goals, and objectives; ensure the rights and educational
9 opportunities of students; determine staffing patterns; determine the kinds and number of
10 personnel required; maintain the efficiency of District operations; determine the curricula; build,
11 move, or modify facilities; establish budget procedures and determine budgetary allocations;
12 determine the methods of raising revenue; take action on any matter in the event of an emergency;
13 and to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

14

15

(This page intentionally blank)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16

ARTICLE 21
Term

- 21.1 Except as otherwise provided in this Agreement, the terms of this Agreement shall be from July 1, 2001, until June 30, 2004.
- 21.2 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from Dec. 15, 2003, to Jan. 15 2004, its written request to commence negotiations as well as its proposals for any modifications or alterations of the Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 2004.

(This page intentionally blank)

1
2

ARTICLE 22
Staff Development

3
4
5

22.1 The District and the Federation agree to discuss the role of the Federation regarding staff development, especially as it pertains to evaluation, leaves, flex day activities, and retraining.

6 *(This page intentionally blank)*
7

A	
Absence with Salary	39
Academic Calendar.....	<i>See</i> Calendar
Academic Freedom	
changes to policy.....	89
Acute bereavement.....	41
Administration of Assignment.....	22
Advancement on salary schedule	9
steps.....	10
unit credit.....	9
Age Plus Years of Service Requirement.....	18
Agreement	
copies to faculty	89
dates	97
duration.....	97
effect of.....	93
effective date.....	1
reopeners	97
ARF	29
Fall.....	29
Spring.....	29
Summer.....	29
Assignment in Department/Discipline Hired For	25
Assignment Request Form.....	<i>See</i> ARF
Assignments	
contract faculty.....	22
non-contract faculty.....	28
B	
Bargaining Unit	
definition	3
exclusions.....	3
inclusions.....	3
Benefits	17
age plus years of service requirement	18
dependent care assistance plan	20
district's contribution.....	17
domestic partners	17
eligibility	17
eligibility for in retirement	18
employee assistance program	20
for part-time faculty.....	17
for retirees	18
for those on STRS disability	19
joint powers agreement.....	18
life insurance.....	20
lifetime coverage limit	21
medical, dental, vision plans.....	17
part-time faculty retirement programs	20
plans available	17
reopeners	21
Bereavement Leave.....	40, 41
Binding Arbitration	87
Blue Cross Plan.....	18
Board Policy Manual	89
C	
Calendar	51
flex days.....	51
length.....	51
Census Data.....	22
Class Adjournment.....	26
Class Adjustment Period	33
Class Attendance	23
Class Scheduling.....	<i>See</i> Course Scheduling
Class Size	33
English composition	33
exceptions to minimum.....	33
for handicapped/learning disabled students... 33	
minimum number of students	33
Class To Begin On Time	26
Classroom Teaching Load	23
Coaching	
combined men's and women's teams	13
end-of-season activities	23
extended contracts.....	14
extra days.....	14
extra days grandparent clause.....	14
stipends	13
Committee on Stipends and Assignments.....	14
Committees	
Academic Affairs Committee	24
Ad Hoc Safety Committee.....	35
Curriculum Committee.....	24
district and college committees.....	89
District Curriculum Committee	24
District Research and Development Committee	15
District Sabbatical Leave Committee	43
Evaluation Committee	60
Federation appointments	89
Flex Day Committee.....	52
list of.....	89
Sabbatical Leave Committee, campus.....	43
Sick Leave Pool Committee.....	40, 48
Stipends and Assignments	14
Tenure Review Committee	64
Voluntary Sick Leave Pool Committee	49
Compassionate Leave	42
Conferences	46
minimum budgeted.....	46
reimbursement for expenses	46
Conflicts on Scheduling	24
Contract.....	<i>See</i> Agreement
Contract Classroom Faculty	

responsibilities	22	Distance Education.....	24
typical workload.....	22	District Research and Development Committee	16
Contract Faculty		District Rights	95
overload.....	27	District Sabbatical Leave Committee.....	43
Service Increments	15	District Seniority.....	81
Contract Faculty Member		Division meetings.....	51
definition	3	Duration of Agreement.....	97
Contract Non-Classroom Teaching Faculty	26	E	
classroom teaching	26	EAP.....	20
committee work.....	26	Employees' Assistance Program.....	20
contractual calendar.....	26	English Composition Classes	33
staff development time, 5 hours	26	Equivalency	24
weekly hours.....	26	Evaluation	60
Contract Teaching Assignments.....	22	college president's role	63
Convention, Meeting or Travel Request Form.....	46	committee, classroom faculty.....	61
Coordinators.....	77	committee, non-classroom faculty	62
Counseling Faculty	26	components	60
counselor/student ratio	26	criteria, classroom teaching faculty.....	60
in-services	27	criteria, non-classroom teaching faculty	60
specialized centers	27	department chair role	61
staff development, 3 hours	27	department chairs, evaluation of.....	77
Course Scheduling	24	forms	63
break between classes	25	frequency	61
consecutive hours.....	25	non-classroom faculty	62
evening classes.....	25	objection to an evaluator.....	63
four-day minimum.....	25	process.....	61, 62
innovative field courses	25	requested additional evaluation	63
M-F, 7-5.....	25	right of refusal, contract faculty.....	61, 62
non-traditional.....	25	self appraisal	61
number of preps.....	25	site visitation	61
resolving conflict	24	student appraisal.....	60
Saturday assignment.....	25	tenure review.....	<i>See</i> Tenure Review
special conditions.....	25	Exchange Service Leave	42
split assignment.....	25	Exclusive Representative.....	3
time between classes	25	Extended Contracts	14, 51
traveling teaching assignment.....	25	F	
D		Facilitators	79
Damage to Personal Property.....	36	compensation.....	79
Dates of Agreement	97	first right of refusal.....	79
Grievance.....	85	part-time faculty	79
Delta Dental Plan	18	Faculty Address Lists.....	89
Department Chairs	77	Faculty Service Area.....	31
additional week.....	78	in personnel file	56
coordinators	77	Fair Share Fee	<i>See</i> Service Fee
duties	78	Federation	
evaluation.....	77	reassigned time	89
monthly differential.....	78	Federation Dues	
orientation	78	payroll deduction.....	91
pay for hourly faculty	78	Federation Meetings with District	89
released time	77	Federation of Regional Accrediting Commissions	
removal.....	77	of Higher Education.....	9
selection.....	77	Federation Rights.....	89
vice chairs.....	78	access to district documents	89
Departments	77	remittance of dues, fees	92
Dependent Care Assistant Plan.....	20		

representative at Board meetings.....	89		
First Priority Clause.....	33		
Flex Day Activity Form.....	51, 54		
approval.....	54		
Flex Day Committee.....	52		
members	52		
Flex Days.....	51		
activities.....	54		
activity forms	51		
alternate flex days	55		
contract faculty.....	52		
counselor exemption	55		
effect on counseling in-services	55		
mandatory.....	51		
non-contract faculty.....	52, 55		
required hours.....	51		
self-assigned.....	52		
Foreign Institutions			
evaluation of credits and degrees	10		
FSA	31		
by equivalency.....	32		
deadline for application	32		
new faculty.....	32		
petition for recognition in	31		
Full Load			
contract classroom faculty	23		
G			
Grades	22		
Grievance			
binding arbitration	87		
charges to non-members	92		
consolidation of similar multiple grievances	85		
deadlines.....	86		
mediation.....	87		
refusal to grant recognition in a faculty service			
area.....	32		
representative.....	85		
safety.....	35		
steps of procedure	86		
Grievances.....	85		
Grievant	85		
H			
Health and Welfare Benefits	17		
coverage for retirees	18		
eligibility	19		
joint powers agreement.....	18		
Health Net.....	17		
Health Services			
availability to faculty.....	35		
Home Mailing Address	56		
Home Telephone Number.....	56		
Hourly Pay.....	11		
Hours of Instruction.....	22		
		I	
		Immediate Family.....	41
		Independent Research.....	15
		Initial Placement	
		full-time salary schedule	8
		Injury on Job.....	35
		J	
		Jury Duty.....	41
		fees paid by court	41
		K	
		Kaiser.....	17
		additional benefits	17
		L	
		Laboratory Hours	23
		Large Classes.....	23
		Late Registration Period.....	33
		Leaves	
		immediate family definition	41
		industrial accident or illness.....	35
		Leaves, Paid	39
		bereavement	41
		compassionate leave	42
		exchange service.....	42
		jury duty.....	41
		maternity/paternity.....	42
		parental.....	42
		personal necessity.....	40
		professional conference leave	46
		sabbatical	42
		sick leave	39
		subpoena	41
		workload balancing.....	47
		Leaves, Unpaid	38
		affect on service, benefits	39
		application	39
		health.....	38
		home responsibilities	38
		maximum length.....	38
		military	38
		notice.....	38
		personal business.....	38
		professional leave qualifying for step	
		advancement	39
		study	38
		travel.....	38
		Lecture Equivalent Hours	23
		change in 2003	23
		Lecture-Equivalent Hours	48
		Lecture-Laboratory Hours.....	23
		Legal Assistance.....	35
		Legislation	
		contract reopeners	93

Life Insurance.....	20	criteria	28
Loadbanking.... <i>See</i> Workload Balancing Program		effect of class cancellation.....	30
Longevity.....	28, 30	first consideration.....	28
class cancellation	30	grieving qualifications determination	30
different groupings	30	longevity	28
loss of contract assignment	30	mailing address requirement	29
Long-Term Substitutes		preference list.....	28
placement on salary schedule	6	previous assigned load	28
Loss of Contract Assignment	30	qualifications.....	30
M		second consideration.....	28
Mandatory Flex Days.....	51	summer intersession.....	30
Maximum Class Size	33	superior rating	28
Mileage Compensation.....	25	third consideration.....	28
Minimum Qualifications.....	24	waiver of right to consideration for.....	29
Monthly Meetings with District.....	89	Part-Time Contract Faculty	25
Movement on hourly salary schedule	11	Part-Time Faculty..... <i>See</i> Non-Contract Faculty	
Movement on Hourly Salary Schedule	11	absences, reporting.....	31
N		Pay Frequency Options.....	6
Non-Contract Assignments	27	Payroll Deductions.....	16
Non-Contract Faculty		PCAP	24
as temporary contract faculty.....	15	PERB	3
assignment limits	27	Personal Necessity Leave.....	40
attendance at division meetings.....	11	counts off sick leave	41
exceptions to 60% limit	27, 32	discretion of faculty member.....	41
interviews for full-time jobs.....	30	limits	41
office hour	32	reasonable notice.....	41
service increments	15	reasons for	40
Non-Contract Faculty Member		Personal Property.....	36
definition	3	Personnel Files	56
Non-Graded Classes	33	access to.....	56
Non-Traditional Assignments.....	25	contents of.....	56
No-Strike Clause.....	93	limited to one	56
O		location of.....	56
Offers of Non-Contract Employment	29	placing material in	56
Office Hours		replying to material.....	56
contract faculty.....	22	PREP Funds.....	5
non-contract faculty.....	32	Distribution.....	6
posting of.....	22	Pre-Retirement Program.....	19
scheduling of.....	22	Previous assigned load.....	28
<i>Other</i> Hours	22	Primary Criteria	28
Overload	27	Professional Conference Leave	46, 52
limits.....	27	Pro-Rata Equalization Pool..... <i>See</i> PREP Funds	
P		Pro-Rata Pay	5
Parental Leave	42	contract reopeners	93
for adoption.....	42	Pro-rated Contract Assignment.....	25
for birth of a child	42	R	
Parking Lot Safety	36	Reassigned Time	
Part-Time Assignment Rights.....	27	department chairs	77
Part-Time Assignments		Federation.....	89
assignment lists	30	Reduction in Pay	93
conflict resolution.....	29	Regional Accrediting Commission.....	9
consideration definition	28	Regular Faculty Member	
		definition.....	3
		Released Time	<i>See</i> Reassigned Time
		Reopener Dates	97

Reopeners		contract faculty members	5
part-time salary and benefits	93	non-contract hourly	11
successor Agreement.....	97	non-contract semester-hour.....	11
Request and Notice of Assignment.....	29	Salary, Contract	
Resignation.....	83	advancement.....	9
contract faculty.....	83	equal monthly payments, full-timers	6
non-contract faculty.....	83	frequency options.....	6
withdrawal of.....	83	initial placement	8
Retired Faculty		monthly rates.....	15
benefits.....	18	non-teaching experience	9
non-contract assignments	28	requirements for additional steps in Class 1	7
Retirement		requirements for Class I.....	7
minimum age	18	requirements for Class II.....	7
minimum service.....	19	requirements for Class III	8
plans for part-time faculty	20	requirements for Class IV.....	8
pre-retirement program.....	19	requirements for Class V.....	8
		service increments.....	15
S		state certification salary credit	15
Sabbatical Leave.....	42	teaching experience.....	8
accident or illness.....	44	temporary faculty	15
additional one-years	45	Salary, Non-Contract	
alternates.....	45	calculating years of service	12
applications	43	deductions from.....	11
changing plan.....	44	overload	11
compensation.....	44	service increment.....	15
deadline for application	43	Scheduling of Contract Teaching Assignments .	24
deadline for notice to applicant	44	Secondary Criteria	29
earned credits	45	Self-Assigned Flex Days.....	52
effect of RIF.....	45	Seniority	
effect on non-contract longevity.....	45	full-time faculty	81
effect on retirement.....	44	part-time faculty	28
effect on salary schedule movement.....	45	Service	11
eligibility	43	Service Fee	91
incomplete	44	appeal procedure.....	91
number of	45	obligation.....	91
priority determinations.....	45	religious exemption.....	91
purposes	43	religious objector.....	91
report to district.....	44	required	91
return guarantee.....	44	Service Hours	22
Sabbatical Leave Committee, Campus.....	43	Service Increments	15
Safe Working Environment.....	35	Sick Leave	39
parking lots.....	36	accumulation.....	40
Safety of Faculty	36	contract and hourly not interchangeable	40
Salary		earned by contract faculty.....	39
contract faculty.....	5	earned by long-term subs.....	39
non-contract faculty.....	11	earned by non-contract faculty.....	40
retroactive adjustment.....	5	half-salary contract leave	39
salary increase pool	5	hourly-paid faculty	40
Salary Classification	6	partial contract faculty member.....	40
Salary Formula	5	pool.....	40
remains in effect.....	6	requirement of proof	40
Salary Placement, Contract	6	Sick Leave Pool	40
exceptions.....	9	application to.....	49
maximum credit	6, 8	full-time benefits	49
part-time teaching experience.....	6	full-time contributions.....	49
Salary Schedule		non-contract benefits	49

non-contract contributions.....	49	self evaluation.....	65
size of.....	49	spring hires.....	68
Sick Leave Pool Committee.....	48	steps of process.....	66
Site Visits.....	61	student evaluation.....	65
Smoking.....	36	timeline.....	67
Social Security.....	20	vote to grant tenure.....	69
Special Conditions Clause.....	25	Tenure Review, Non-Classroom and Non- Teaching Faculty..... <i>See</i> Tenure Review, Non- Classroom Faculty	
Spouses of deceased faculty benefits access.....	19	Tenure Review, Non-Classroom Faculty committee appointment.....	72
Staff Development negotiating.....	99	committee chair.....	72
State Certification Salary Credit.....	15	committee composition.....	71
State Minimum Qualifications changes in.....	31	components of.....	70
Stipends.....	13	consideration of outside input.....	74
management right to determine scope.....	13	criteria.....	69
Student Contact Hours.....	23	criteria for committee's recommendation.....	75
English composition.....	24	criteria weighting.....	75
experimental programs.....	24	criteria, performance in area of assignment...	70
laboratory classes.....	24	criteria, professional responsibilities.....	69
lecture classes.....	24	criteria, relations with students.....	70
Student Evaluation.....	60	documentation of process.....	74
Student-Support Activities.....	22	fall hires.....	73
Submission of Grades.....	22	records evaluation.....	70
Subpoena Leave.....	41	removing committee member.....	72
Substitute Faculty pay rates.....	11	replacing committee member.....	72
Substitute Responsibilities.....	26	self-evaluation.....	71
Successor Agreement.....	97	spring hires.....	74
Summer Intersession.....	30	steps of process.....	72
assignment limits.....	31	student evaluation.....	71
pay rates.....	11	timeline.....	73
priority of assignment.....	31	vote to grant tenure.....	75
T		Termination of Services non-contract faculty member.....	27
Team-Teaching.....	23	Termination of Tenured Employee.....	31
Temporary Faculty.....	15	Threats to Faculty.....	35
sick leave.....	39	Transfer.....	81
Tenure Review Committee service on.....	68	impact of unpaid leave.....	39
voting on recommendation.....	69	involuntary transfer.....	81
Tenure Review, Classroom Faculty.....	63	voluntary transfer.....	81
classroom performance.....	65	Travel Request Form.....	46
committee appointment.....	66	TV Classes.....	24
committee chair.....	66	U	
committee composition.....	65	Unit definition.....	3
components of.....	64	Unit Modification.....	3
consideration of outside input.....	68	Unsafe Conditions reporting.....	35
criteria.....	63	V	
criteria for committee recommendation.....	69	Vice-Chairs, Department.....	78
criteria weighting.....	69	Voluntary Deductions.....	16
criteria, professional responsibilities.....	64	Voluntary Sick Leave Pool... <i>See</i> Sick Leave Pool	
documentation of process.....	68	Voluntary Sick Leave Pool Committee.....	49
fall hires.....	67		
removing committee member.....	66		
replacing committee member.....	66		

W	
Weekly Student Contact Hours.....	23
district-wide average	24
Worker's Compensation.....	36
Workload Balancing Program.....	47
banking hours	47
cashing out hours	48
deadline for written plan.....	47
non-classroom hours	48
retirement.....	48
taxes	47
utilizing banked hours	47
written plan.....	47
WSCH	23
Y	
Years of Service	15