

Summary of Proposed Changes to Collective Bargaining Agreement

ARTICLE I Recognitions, Definitions, Membership

- Technical/editorial/legally mandated changes

ARTICLE II AFT/District Relations

- AFT given time to speak at convocation
- Codification of reassigned time for AFT and Senates
- Addition of new sections on Academic Freedom and Freedom of Expression
- Addition of new section on Contracting Out
- Delineation of rights of restricted contract faculty
- Ensures privacy of faculty email messages

ARTICLE III District Rights and Effect of Agreement

- Removal of management's right to unilaterally determine the academic calendar

ARTICLE IV Governance and Participation

- Delineates terms and conditions of employment for faculty serving in interim assignments
- Codifies 0.10 LED reassigned time for chair of tenure-track hiring committees
- Provides for the election of Program Coordinators
- Allows for the election of department co-chairs
- Requires Chairs to be tenured to serve, provides clarification to election procedures
- Defines procedures for electing interim Chairs in case of mid-term resignation or approved leaves
- Codifies current summer compensation rubric for Chairs

ARTICLE V Evaluation and Tenure

- General updating/editing/streamlining of language
- Puts non-classroom faculty evaluations on equal footing as classroom faculty evaluations
- Clarification that the evaluation process is not disciplinary in nature
- Clarification that anonymous student comments not to be used in final evaluation score
- Codifies the Academic Senate's role in the evaluation process
- Clarifies the role of the college Tenure Review Coordinator
- Refers allegations of due process violations to the grievance procedure
- Codifies "double peer" rating when manager not available to serve
- Allows evaluatee to object to peer or manager in cases of bias
- Includes student evaluations for all classes/assignments
- Specifies timelines for all evaluation procedures, including timely reporting of results
- Adds a new "Self-Evaluation" component
- Specifies procedures to be followed for unsatisfactory evaluations
- Clarifies re-hire rights of tenure-track faculty as per the Education Code
- Allows management to "opt-out" of every other tenured faculty evaluation cycle
- Clarifies frequency and evaluator selection for part-time faculty evaluations
- Allows part-time faculty with re-employment preference to submit list of acceptable peer evaluators
- Expands evaluation scale to a nine point scale by allowing "1/2" point scores
- Expands rights of part-timers in evaluation process to more closely mirror contract faculty processes
- Establishes a new District Tenure Appeal Committee to hear appeals regarding non-renewal or denial of tenure, claims of perceived bias, denial of FSA's, denials of course work for professional growth, or denials of professional growth activities.

ARTICLE VI Personnel Files

- Clarifies confidentiality and singularity of official personnel file
- Provides for the sealing of derogatory information in file after four years as provided by law

ARTICLE VII Working Conditions

- Clarifies that non-classroom faculty can serve on committees and as student advisors as part of their assigned hours
- Establishes the academic calendar as a negotiable item
- Clarifies on-campus responsibilities for faculty with on-line assignments
- Clarifies that annual 2.0 LED may be averaged over fall/spring semesters
- Clarifies added LED for coaching assignments
- Clarifies language regarding overload banking
- Establishes a restriction on consecutive assignments without a break
- Clarification of processes for Large Course Equivalency, course maximums, and Teaching Assistant hours
- Establishes that no classes to be held during week of Thanksgiving
- Establishes parameters and safeguards for online instruction
- Codifies double LED credit for first time teaching online

ARTICLE VIII Faculty Service Areas, Assignment, Reassignment, Transfer, Layoff, and Reemployment

- Clarifies qualification requirements for establishment of FSA's
- Establishes appeal process in case of denial of FSA
- Provides for annual notification of current FSA's held
- Clarifies administrative retreat rights

ARTICLE IX Compensation and Benefits

- Updates outdated language
- Requires the parties to meet and negotiate to develop a Resource Allocation Model
- Parking permits available for three years for all faculty
- District and AFT to work together with SANDAG to explore ways to encourage employees to use public transportation at a discounted rate.
- Allows adjunct faculty to purchase District medical, dental, or vision coverage at District rate
- Allows faculty to purchase computer equipment from District vendors at District price
- Establishes a zero interest computer loan program

ARTICLE X Retirement

- Allows tenured faculty upon retirement to come back to work at up to 35% of their former salary for up to 10 years

ARTICLE XI Part-time Faculty

- Redefines re-employment preference providing for a stricter seniority system and allowing for protected assignments up to the maximum allowable FTEF (60-67% in most cases)
- Requires parties to meet and negotiate for District paid healthcare and office hours when fiscal conditions improve
- Improves notice requirements in the case of course cancellation
- Mandates that adjunct office space be included in all new building or renovation plans
- Establishes a pool of funds for adjunct committee work as approved by Academic Senate
- Ensures all adjunct faculty are made aware of option to join CalSTRS in lieu of PEAR
- Allows adjunct faculty bargaining unit to hold an election to join SDI

ARTICLE XII Summer and Intersession

- Establishes an order of offering summer and intersession assignments based on seniority

ARTICLE XIII Leaves of Absence

- Clarifies leave of absence requirements
- Establishes new pool of donated leave for catastrophic illnesses so that privacy can be maintained for those requesting donated leave
- Provides adjunct faculty with same personal leave allowance as for contract faculty
- Updates bereavement leave provisions
- Provides for no loss in compensation for faculty called into active duty
- Expands family care leave to include domestic partners
- Establishes criteria and legal requirements for industrial accident and illness leave (workers' compensation)

ARTICLE XIV Sabbatical Leave

- Codifies current sabbatical leave practices
- Establishes new leave options of a) two non-sequential semesters of full time leave at half salary and b) 50% leave for two consecutive semesters at full pay
- Reconstitutes sabbatical leave committee with faculty only membership

ARTICLE XV Professional Growth Activities

- Provides for appeal process in the case of professional growth proposal denials
- Creates new article covering intellectual property rights

ARTICLE XVI Conference Attendance

- Clarifies conference and travel criteria

ARTICLE XVII Safety

- Minor editorial changes

ARTICLE XVIII Grievances

- Clarifies and streamlines grievance procedure
- Establishes permanent panel of arbitrators

ARTICLE XIX Discipline and Due Process

- New Article delineating causes for discipline and faculty due process rights

ARTICLE XX Savings Clause

- Minor editorial change

ARTICLE XXI Support of Agreement

- Minor editorial change

ARTICLE XXII Duration and Conditions

- Legal updates, three year term of agreement, re-opens on salary in years COLA or growth received

**AFT GUILD, LOCAL 1931
AMERICAN FEDERATION OF TEACHERS
AFL-CIO**

(COLLEGE FACULTY)

***NOVEMBER 15TH, 2011
SUNSHINE PROPOSAL FOR A SUCCESSOR
AGREEMENT***

WITH

**GROSSMONT-CUYAMACA COMMUNITY
COLLEGE DISTRICT**

FOR THE PERIOD

7/1/2012 – 06/30/2015

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ARTICLE I

RECOGNITIONS, DEFINITIONS, AND MEMBERSHIP

1.1. Recognition

The Grossmont-Cuyamaca Community College District Governing Board recognizes ~~AFT~~ the American Federation of Teachers, Local 1931, CFT, AFT, AFL-CIO, herein referred to as "AFT," ~~of Grossmont-Cuyamaca Community College District~~ as the Exclusive Representative of the employees in the unit as defined in subsection 1.2.

1.2. Definitions

The Unit represented by AFT shall include all employees in academic positions except; continuing education/adult non-credit instructors and supervisory, management, and confidential employees as defined in the Educational Employment Relations Act (EERA).

1.3. Payroll Deduction

~~The District shall deduct monthly dues established by AFT, from the salary of members and fair share fee payers to be remitted monthly to AFT, subject to the following:~~

1.3.1. ~~The deductions for union unit members shall begin upon commencement of employment, when the employee files the appropriate form with the District Personnel Office.~~

1.3.2. Within thirty (30) calendar days from the date of the commencement of assigned duties in a bargaining unit position, the employee shall be notified by the District of their obligation, if not a member of AFT, to pay a fair share fee.

1.3.3. If the employee is not a member of AFT, then commencing with the first payroll cycle, the District shall deduct a fair share fee in an amount which is in conformity with and authorized by, law.

1.3.3.1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support AFT, except that such employee, ~~unless previously agreed,~~ shall pay, in lieu of a fair share fee, sums equal to such fee to either ~~the Cuyamaca College or the~~ Foundation for Grossmont and Cuyamaca Colleges Foundation. AFT shall transmit these funds directly to the Foundation upon receipt of these fees from the District. A copy of said transmittal shall be sent to the unit member. Employees ~~may~~ must apply for this exemption with through the AFT Office.

~~1.3.3.1~~ Any employee eligible for this religious exemption shall, as a condition of continued exemption from the requirement of financial support to AFT, furnish AFT with copies of receipts from the charity selected as proof that such payments have been made, or shall authorize payroll deduction of such payments.

~~1.3.4.~~ The District is not obligated to initiate fair share fee deductions until it is satisfied that AFT has met its obligations under State and Federal law: 1. to inform nonmembers of the amount of fair share fees including an appropriate breakdown of chargeable expenditures; 2. has made available to all such nonmembers a prompt hearing regarding the agency fee amount before a neutral decision maker; and 3. has established procedures for escrowing the fees that are reasonably in dispute. Before requesting that fair share fees be deducted, AFT shall provide such information to the District that the District deems necessary to establish AFT's compliance with this section.

1.3.5. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period fifteen days after receiving written notification from the AFT the filing of the appropriate form.

~~1.3.6.~~ The District shall, upon notice of the unit member or AFT, adjust payroll deductions for membership dues of members to fee payer when status changes.

1.3.7. AFT shall notify all unit members and the District of any dues changes.

1.3.8. It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and un-revoked payroll deduction authorization and, to the extent consistent with law, automatic payroll deduction of fair share fees.

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

AFT agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification, or authorization furnished under this Article by AFT.

1.3.9 The District, at no cost to the employee, shall permit payroll

deductions for annuities, charities, professional dues, payment for medical benefits for dependents ~~over age 23~~ not eligible for coverage under the District plan, and/or a credit union authorized by the Governing Board, if the county payroll system can accommodate said deductions.

ARTICLE II

AFT/DISTRICT RELATIONS

2.1. Consultation

- 2.1.1. The Governing Board and AFT, recognizing the importance of frequent communications in maintaining a cooperative relationship, agree to schedule meetings between AFT officers or their designee(s), and the Chancellor or designee(s), and College Presidents or designee(s) at frequent intervals. Other meetings with Deans and Directors shall be by mutual consent. The meetings shall not be for the purpose of negotiating working conditions or specific individual grievances, but to discuss and resolve mutual problems issues germane to AFT/District relationships.
- 2.1.2. The District and AFT, at the request of either party, shall consult on matters pursuant to the consultation provisions of California Government Code Section, 3543.2
- 2.1.3. Nothing herein may be construed to limit the right of any employee or employee organization to consult with the District on matters outside the AFT's legally defined scope of representation.

2.2. Access to Information

- 2.2.1. Upon request, AFT and the District shall provide one another information required for compliance with California Government Code, Sections 3540 through 3549.3.
- 2.2.2. Upon request, AFT shall be provided nonconfidential information. If the requested information is not included in the Governing Board agenda, and not readily available in the requested form, AFT shall pay the costs incurred in obtaining the information.
- 2.2.3. The District shall provide AFT, within thirty (30) days after the beginning of each semester or intersession, the names of the employees in the bargaining unit, including home address, phone numbers, email addresses, job title, discipline, work location, salary placement, and hire date. The District shall also notify AFT within 30 days of the hire or termination of any employee subsequent to the reporting dates.
- 2.2.4. The District shall provide AFT two copies of all tentative, preliminary, and final budgets and shall seat at least one AFT representative on the District Budget Committee.
- 2.2.5. If the District determines to amend or modify a current written policy that is within the scope of bargaining pursuant to California Government Code Section 3543.2 during the term of the present

~~contract agreement~~, they shall notify AFT in writing ten days prior to the proposed change. AFT, during this ten-day period, shall notify the District in writing whether these changes are ~~a negotiable item within the scope of negotiations~~.

2.2.6. If employee organizations are given a designated seating place at District Governing Board meetings, AFT shall have the same right. AFT President, or designee, shall have the right to address the Governing Board on appropriate agenda items in accord with the Governing Board procedures. The AFT shall be provided five (5) minutes at each college's convocation to address the attendees.

2.3. Use of Facilities

2.3.1. Unit members may conduct AFT business during appropriate times. These activities shall not abrogate personal rights, shall be performed in a responsible manner, and shall not interfere with District operations.

2.3.2. An authorized AFT representative may request the use of a specific District facility, specifying time, place, and type of activity to be conducted. ~~The request shall be granted upon verification that the activities and use of facilities will not conflict with prior commitments for the facility, school programs, and/or duties of unit members.~~ Denial by the District of a request shall be in writing and shall include a rationale for the decision.

2.3.3. The District shall provide adequate bulletin board space for AFT communications. AFT shall have the right to use District mail distribution services in accord with the standards detailed in subsection 2.3.1.

2.3.4. The District shall provide for the full-time use of AFT one double-occupancy office on the Grossmont College campus and one single-occupancy, or one-half of one double-occupancy office on the Cuyamaca College campus. AFT shall reimburse the District for long-distance and toll calls initiated by AFT.

2.3.5. The District shall provide one single office on each campus for full-time use of the Academic Senate.

2.3.6. All faculty shall be provided a District email account. The District shall not restrict the lawfully permitted content of faculty emails, and may not access a faculty member's email account without the written authorization of the faculty member.

2.3.7. Faculty who have assigned office space on campus shall have access to that space at any time.

2.4. Reassigned Time

- 2.4.1. The District shall provide ~~4-0~~ 2.4 LED reassigned time per semester to AFT for employee representation business including, but not limited to, the handling of grievances and negotiations.
- 2.4.2. AFT shall have the right to purchase additional reassigned time for the conducting of AFT activities. AFT shall compensate the District for this reassigned time at a rate equal to Step & 1 rate of the Part-time Salary Schedule.
- 2.4.3. The District shall provide reasonable paid reassigned time for negotiation sessions and the processing of grievances.
- 2.4.4. AFT shall notify the Chancellor Director of Employee and Labor Relations in writing ~~45~~ 30 days prior to the commencement of classes for any semester during which reassigned time is to be utilized.
- 2.4.5. The District shall provide ~~0-6~~ 1.2 LED reassigned time per semester for each of the two Academic Senate ~~Presidents~~. Each Academic Senate President shall receive a summer stipend equivalent to a 0.20 LED teaching assignment, paid at the highest step of the adjunct faculty salary schedule.

2.5 Academic Freedom

The District is committed to an academic environment that embraces the principles of academic freedom and freedom of expression. This commitment is based upon the value that free expression is essential to excellence in teaching, learning, critical inquiry and service to the community.

Academic freedom affords the faculty the right to speak freely and write, without unreasonable restrictions or prejudices; and evaluate and be evaluated fairly and objectively, based upon academic merit.

In accordance with the doctrine of academic freedom, faculty have the following fundamental rights:

1. Collective primacy in designing and approving curriculum and instructional methods;
2. Individual faculty determination of instructional materials, course content, and student evaluation methods, in concert with colleagues, so as to assure coherence in instruction and the maintenance of academic standards;
3. Individual faculty freedom to discuss subject matter of the course, as appropriate to the standards of the discipline and academic community, even when that material is controversial;

4. Individual faculty authority to evaluate enrolled students solely on the basis of the academic merit of the students' performance;
5. Individual faculty choice of research topics and methods of investigation—subject to professional and peer-determined standards—as well as unconditional freedom to publish results, the dissemination of which is essential to the public good;
6. Collective faculty participation in shared governance, curriculum review, and accreditation processes;
7. Individual faculty have liberty to address issues of public concern both inside and outside of the classroom.

2.6 Freedom of Expression

Freedom of expression affords the faculty the right to speak and write freely in accordance with the constitutional protections of free speech.

In accordance with the principles of academic freedom and freedom of expression, faculty have the following rights and responsibilities:

1. The District shall protect the rights of faculty to express their views in the classroom. While it is understood that controversy is often at the core of inquiry, such controversy should be addressed in a mutually respectful manner.
2. The right to speak freely on matters of public concern in all District forums, including when working with students.
3. The freedom to explore a wide range of views and judge the merits of competing ideas.
4. As outlined in District policies and procedures, faculty have responsibilities which are based upon principles of fairness, integrity, confidentiality, safety, professionalism, and respect for others.
5. Members of the academic community have the right to participate in governance and to join or form organizations without fear of retaliation.

2.7 Contracting Out

If work is being considered by the District for contracting out, and that work is currently being performed by unit members covered by this Agreement then the AFT shall have the right to review and approve or disapprove.

If work is being considered by the District for contracting out, and that work is not being performed by unit members covered by this Agreement, then the District shall provide one hundred twenty (120) calendar days notice to the AFT.

2.8 Restricted Contract Faculty

Faculty in categorically funded positions are entitled to all of the collective bargaining agreement rights of Tenured/Tenure-Track faculty with the exception of the due process rights of tenured faculty if the specifically-funded projects to which they are assigned are terminated. This statement in no way confers tenure-track status upon restricted contract faculty.

ARTICLE III

DISTRICT RIGHTS AND EFFECT OF AGREEMENT

3.1. This agreement expresses the entire understanding between the Governing Board and AFT and supersedes all previous agreements between them, whether written or oral, including all previous sideletters not specifically incorporated herein. It also supersedes any rules, regulations, policies, or practices of the Governing Board that are contrary to, or inconsistent with, its terms.

3.2. If any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of the Agreement as long as it can be effective without the invalid provision. To this end, the provisions of this Agreement are severable.

3.3. In accord with AB 1725 and the rules and regulations governing California Community College Districts, the District Governing Board shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the Governing Board may initiate and carry on any program or activity, or may otherwise act in any manner that is not in conflict with, or inconsistent with, or preempted by, any law that is not in conflict with the purposes for which community college districts are established.

3.3.1. The Governing Board shall establish rules and regulations not inconsistent with the regulations of the Governing Board of Governors and the laws of this state for the government and operation of one or more community colleges in the District.

3.3.2. The Governing Board shall do all the following:

3.3.2.1. Establish policies for, and approve, current and long-range academic and facilities plans and programs and promote orderly growth and development of the community colleges within the District. In so doing, the Governing Board shall, as required by law, establish policies for, develop, and approve comprehensive plans.

3.3.2.2. Establish policies for, and approve, courses of instruction and educational programs and determine hours and times of operation and the kinds and levels of service to be provided.

3.3.2.3. Establish academic standards; probation, dismissal, readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the Board of Governors.

- 3.3.2.4.** Assign personnel to effect efficient and educationally sound staffing to determine staffing patterns; employ and assign all personnel not inconsistent with the minimum standards adopted by the Governing Board of Governors, and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.
- 3.3.2.5.** Determine budget allocations to the extent authorized by law, and determine and control the District's operational and capital outlay budgets. The District Governing Board shall determine the need for elections for override tax levies and bond measures and request that those elections be called.
- 3.3.2.6.** Manage and control District property and contract for the procurement of goods and services as authorized by law.
- 3.3.2.7.** Contract for educational projects and construction, maintenance of facilities and equipment, and build, move, and/or modify facilities.
- 3.3.2.8.** Establish procedures not inconsistent with minimum standards established by the Board of Governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level and to ensure that these opinions are given every reasonable consideration, and the right to participate effectively in district and college governance, and the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.
- 3.3.2.9.** Establish rules and regulations governing student conduct.
- 3.3.2.10.** Establish student fees as it is required to establish by law, and in its discretion, fees as it is authorized to establish by law.
- 3.3.2.11.** In its discretion, receive and administer gifts, grants, and scholarships.
- 3.3.2.12.** Provide auxiliary services as deemed necessary to achieve the purposes of the community college.
- 3.3.2.13.** ~~Within the framework provided by law, determine the District's academic calendar, including the holidays it will observe.~~

3.3.2.13. Hold and convey property for the use and benefit of the District. The Governing Board may acquire by eminent domain any property necessary to carry out the powers or functions of the District.

3.3.2.14. In carrying out the powers and duties, the Governing Board shall have full authority to adopt rules and regulations, not inconsistent with the regulations of the Board of Governors and the laws of this state, that are necessary and proper to executing these prescribed functions.

3.3.2.15. Wherever in this section or any other statute, a power is vested in the Governing Board, the Governing Board of a community college district, by majority vote, may adopt a rule delegating the power to the District's chief executive officer or any other employee or committee as the Governing Board may designate; provided, however, that the Governing Board shall not delegate any power that is expressly made non-delegable by statute. Any rule delegating authority shall prescribe the limits of the delegation.

3.4. The adoption, modification, or repeal of any written rule, regulation, or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation or policy relates to wages, hours, or other terms and conditions of employment as defined by California Government Code Section, 3543.2. If the Governing Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.

3.5. This Agreement shall not modify or replace the rights of certificated employees unit members except as the specific and express terms of this Agreement require, and then only to the extent permitted by law.

3.6. The Governing Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Governing Board shall meet and negotiate on matters within the scope of representation only with AFT, as long as AFT remains the exclusive representative of the bargaining unit.

The exercise of the authority shall be limited only by law and the terms of this contract and shall not infringe upon AFT's right to consult on educational objectives, course content, and selection of texts as stated in California Government Code Section, 3543.2

ARTICLE IV

GOVERNANCE AND PARTICIPATION

4.1. Reassigned Time

In the collegial governance of the District, faculty play an important leadership role which may sometimes best be facilitated by reassignment from the primary load. Such assignments shall not be made to assume administrative duties. Faculty serving in an interim administrative assignment shall be compensated according to the terms and conditions of that unit's collective bargaining agreement or handbook, and shall not be considered a member of the faculty bargaining unit for the duration of said assignment.

All activities determined by the District ~~to~~ that require reassignment of faculty from the primary load shall be fully described, including expected length of assignment and criteria for evaluation. Responsibilities of Department Chairs and Instructional Program Coordinators are described in Appendices K-11 and K-12. Proposed assignments shall be reviewed by the Reassigned Time Review Committee (RRC) for recommendation to the Chancellor regarding the appropriateness of the proposed assignment to a faculty leadership role.

The chair of tenure-track hiring committees shall receive 0.10 LED reassigned time for one semester.

4.1.1. Faculty Reassigned-Time Review Committee (RRC)

The Reassigned-Time Review Committee shall be considered a subcommittee of the Collective Bargaining Committee. It shall be comprised of three (3) representatives appointed by AFT and three (3) representatives appointed by the Chancellor. The Chairperson shall be designated by the committee. The committee shall review all proposed reassignments for faculty in accordance with Section 4.1. and make a determination regarding load value of proposed assignments.

Load value determinations for reassigned time assignments, other than department chairs and coordinators, shall be based upon procedures agreed upon between AFT and the District. Load values for department chairs and coordinators shall be based upon the formula specified in Appendix I-1. Determination of the RRC shall be final and not subject to the grievance procedures under this Agreement (Article XVIII).

4.2. Selection of Department Chairs

The term of office for Department Chairs and Program Coordinators shall be two (2) years and. ~~Department Chairs~~ shall be selected as follows:

4.2.1. An election shall be held in a Department at the call of the appropriate administrator, on or before April 15 of the last year of the present Chair/Coordinator term of office, for the purpose of nominating one (1) person acceptable to the members of the Department (if acceptable to the department members, co-chairs may be elected). The election shall be by secret ballot and the results communicated to all department members prior to the conclusion of the spring semester. In cases where there are more than two candidates, and none receives more than 50% of the vote, there shall be a run-off election between the top two candidates.

4.2.2. All full-time tenured/tenure-track faculty members teaching with a majority of her/his contract assignment in the Department shall be eligible to vote in the election of the Department Chair/Coordinator. The current department chair will only vote in the case of a tie.

Only tenured faculty members may serve as Department Chair/Coordinator. Non-tenured faculty members may run for Department Chair/Coordinator, provided they will be tenured prior to the commencement of their term of office.

In the case of a department where there are no tenured faculty members, any faculty member in the department may be a candidate for Department Chair/Coordinator.

Departments with only two (2) eligible tenured or tenure-track faculty shall rotate the position of department chair every two (2) years unless otherwise specified by written mutual agreement between the two (2) faculty members.

~~4.2.3. Within five (5) working days after the election, the present Chair shall notify the appropriate Dean, in writing, the name of the individual receiving the highest number of votes. Within five (5) working days after receiving the Chair's notification, the Dean, in writing, shall notify the present Chair of the acceptance or rejection of the nominee. If the Dean rejects the nominee, notification shall include cause and detailed justification, in writing, and a call for a conference with the Department to resolve the issue.~~

4.2.3. The term of office shall commence at the beginning of the fall semester.

4.2.4. After one (1) semester, if a Chair/Coordinator's performance is considered unsatisfactory by the appropriate administrator or by a majority of a Department or discipline, the appropriate administrator shall call for an election to select a new Chair/Coordinator to serve the remainder of the term.

4.2.5. If the Chair/Coordinator resigns the position or is on an approved

leave, a written notification shall be provided from the Chair/Coordinator to the appropriate administrator and a new election will be held following the above procedures to elect a successor to complete the remainder of the current term or until the expiration of the approved leave, whichever occurs first.

4.3 Selection of Instructional Program Coordinators

~~4.3.1 Instructional Program Coordinators will be selected by the appropriate administrator.~~

4.3. Compensation for Department Chairs and Coordinators

4.3.1. See Appendix I-1 for Base Reassigned Time Formulas for Instructional Department Chairs/Coordinator and Appendix I-2 for Non-Classroom Chairs/Coordinators.

4.3.2. Each Chair/Coordinator shall have the option of selecting one of the following methods for compensation of the LED calculation from the formula.

4.3.2.1. Reassigned Time

4.3.2.2. A portion of the LED may be used for clerical assistance.

4.3.2.3. A portion of the LED may be banked.

4.3.3. Assignments under Department Chair or Program Coordinator duties approved by the appropriate administrator(s) during summer or intersession, shall be compensated on the "Non-classroom Activities Performed by Part-time and Full-time" salary schedule, Appendix E, following the formula as provided for in Appendix <td>.

ARTICLE V

EVALUATION AND TENURE

5.1. Purpose and Guidelines

5.1.1. The principal purposes of the evaluation process are:

5.1.1.1. To recognize and acknowledge good performance.

5.1.1.2. To ~~enhance satisfactory performance~~ and help employees who are performing satisfactorily to further enhance their own growth.

5.1.1.3. To identify weak performance and assist employees in achieving needed improvement.

5.1.1.4. To document unsatisfactory performance.

5.1.2. The evaluation process should be effective in yielding a useful and substantive assessment of performance. It should be useful:

5.1.2.1. To the evaluatee, in identifying areas of strength and weakness.

5.1.2.2. To the institution, in facilitating the achievement of the highest possible standards of performance.

5.1.3. It shall gain its substance in that:

5.1.3.1. The evaluatee, employee,s' students, administrators, and peers all contribute to the evaluation.

5.1.3.2. The evaluation is based on clear and relevant criteria.

5.1.3.3. The evaluation is conducted in a fair and timely fashion and in accordance with ~~uniform~~ the procedures delineated herein.

5.1.3.4. The evaluation has palpable consequences, including, ~~in the cases of contract tenured/tenure track, and part-time faculty,~~ the renewal or termination of employment, and, for all faculty, acknowledgment of good performance and a process of remediation when significant deficiencies are perceived.

5.1.4. The evaluation and awarding of tenure ~~tenuring~~ of faculty shall be free from unlawful discrimination ~~on the basis of race, creed, color, age, sex, national origin, physical handicap, marital status,~~ or discrimination due to concurrent employment in a division of the

District by members of the same family.

- 5.1.5.** The evaluation may be based upon information obtained through the use of ~~videotape or other~~ recording devices only with the prior written permission of the evaluee faculty member.
- 5.1.6.** Evaluative comments must be supported by the observations from which they are drawn.
- 5.1.7.** Only signed and substantiated materials of complaint or commendation shall be used in the evaluation process or referred to in any evaluation records. The ~~unit member~~ evaluee shall be notified within five (5) working days by the appropriate administrator of any signed, unsolicited complaint made against the ~~unit member~~ evaluee that may affect the evaluation process. No administrative disciplinary action shall be taken prior to consultation with the ~~unit member~~ evaluee. The evaluee shall have the opportunity to comment upon, agree with, or dispute such commendations/complaints in writing and have them attached thereto. Once substantiated by the appropriate administrator, any commendation/complaint deemed relevant to the evaluation/tenure process shall be forwarded to the Department Chair/Coordinator, or in the case of ~~contract~~ tenure-track faculty, to the chair of the Tenure Review Committee Chair.

Anonymous written comments included in the formal student evaluation instrument shall not be used in determining the final evaluation score nor shall they be used as part of any post-evaluation interview. Anonymous student comments are solely intended for the edification of the unit member.

- 5.1.7.1.** The ~~unit member~~ evaluee and his/her Department Chair/Coordinator shall be notified within five (5) working days by the appropriate administrator of any complaint/commendation made in accordance with the process outlined above in subsection 5.1.7 that may affect the evaluation/tenure process. No administrative action shall be taken prior to consultation with the unit member.
- 5.1.8.** The private life of a faculty member, including being a member of a lawfully protected class, religious, as well as political and organizational affiliations, or sexual preference, shall not be a part of the ~~tenure review~~ evaluation process, nor shall evaluation be based upon derogatory information unrelated to his/her performance of the duties as detailed in the appropriate official job description. The evaluation process shall not be used to address items which are disciplinary in nature.
- 5.1.9.** A unit member may authorize, in writing, an AFT representative to

review his/her personnel file or evaluation/tenure forms and supplemental materials. The authorized representative shall have all of the same privileges of inspection that are a right of the unit member evaluatee.

~~5.1.10. All Evaluation/Tenure Forms and supplemental materials to be used shall be provided to the President of AFT.~~

5.1.10. Timelines for evaluations in the remainder of this Article assume that teaching assignments are a full semester in length. Where this is not the case, the appropriate administrator, in consultation with the Departments, will make reasonable modifications to the timelines and will be responsible for seeing that the revised schedules are administered as consistently as possible uniformly throughout the Colleges.

5.1.11. All evaluatees shall be notified that they are going to be evaluated no later than the end of the first week of their assignment during the semester their evaluation is scheduled.

5.2. Responsibilities

5.2.1. District and AFT and Academic Senate Review

The Academic Senates District and AFT shall periodically review and assess the Tenure and Evaluation Procedures and Forms, Job Descriptions, and the functioning of committees and make recommendations to the AFT for future negotiations.

5.2.2. Tenure Review Coordinator

A position of Tenure Review Coordinator shall be established at each college, appointed by each college's Academic Senate, with the length of term, including whether or not to have term limits, established respectively by each senate. The Tenure Review Coordinator shall be a regular tenured faculty member. The Tenure Review Coordinator shall coordinate all tenure review activities, including training of Tenure Review Committee members, committee selection, and implementation of tenure and evaluation policies detailed in this Agreement. Compensation for the Tenure Review Coordinator shall be determined by the Faculty Reassigned-Time Review Committee. ~~assume those duties and receive the compensation described in Subsection 5.4.1. The Tenure Review Coordinator shall report to the appropriate college president or designee and shall keep the President of AFT apprised of their activities.~~

5.2.3. Due Process:

~~5.2.3.1.~~ Each evaluatee or faculty peer reviewer member of an evaluation team or tenure committee has the right to file a grievance Due Process Claim regarding the evaluation process by following the grievance procedure of Article XVIII. A complaint may be filed if it states in writing the alleged fact of biased treatment or an alleged fact of a violation of established procedures. The grievance procedures of Article XVIII will apply when the complaint regards management.

~~5.2.3.2.~~ A standing Due Process pool shall be comprised of the members of the AFT Steering Committee and the Grossmont and Cuyamaca Academic Senates' committee for professional relations.

~~5.2.3.3.~~ From the pool, a three (3) member Due Process Panel shall be appointed by the President of the AFT to serve as a hearing body. The Due Process Panel shall exist to act as a hearing body in the event that a faculty evaluatee, or faculty member of any evaluation team or tenure committee, alleges in writing a complaint in regard to 5.2.3.1.

~~5.2.3.4.~~ The Due Process Panel shall not be responsible for the substantive issues involving recommendations to grant or deny tenure, nor shall it be responsible, in the cases of regular and part-time faculty, for assigning the final overall summary evaluation score.

~~5.2.3.5.~~ The Due Process complaint shall be filed in writing on the appropriate form by the complainant with the appropriate college president or designee who shall, within five (5) working days, notify in writing AFT and, in the case of contract faculty, the Tenure Review Coordinator.

~~5.2.3.6.~~ Due Process complaints involving contract faculty shall be filed within ten (10) days of occurrence or before the end of the fourteenth (14) week of the fall semester of the academic year, or, in the cases of regular and part-time faculty, before the end of the fourteenth (14) week of the semester in which the evaluation is being conducted. If an untimely complaint is raised, the person filing the complaint must demonstrate why the alleged violation could not

have been discovered in a timely manner. The Panel will then make the decision concerning this timeliness.

~~5.2.3.7.~~ The President of the AFT shall direct the Panel to act on the complaint. The Panel shall be provided the written complaint submitted to the College President on the appropriate form. The Panel shall examine the complaint(s), meet with members of the evaluation team or committee and others deemed necessary, and confer with the faculty evaluatee. The Panel shall not be required to conduct a "trial-type" evidentiary hearing. Any person against whom allegations are made within the Due Process Procedure has a right to examine the allegation and to respond accordingly.

~~5.2.3.8.~~ The Due Process Panel shall, within seven (7) working days following the filing of a complaint, render its findings and recommendations in writing on the prescribed form to the appropriate College President or designee with a copy to AFT.

5.3. Evaluation Components

For purposes of evaluation, a "review" is defined as a single observation of a teaching situation (laboratory, lecture, online) or other student contact situation (counseling, library orientation, etc.) for at least fifty (50) minutes and an assessment of compliance with the evaluatee's responsibilities as stated in the job description. In the case of tenured faculty, options for "review" are defined in 5.7.2.2.

Upon the consensus of the Committee, additional visitations by any Committee member may be scheduled.

In cases where the evaluatee or one of the peer members believes that the appropriate manager or peer may not be able to perform an objective evaluation due to perceived bias, the evaluatee may ask the District Tenure Appeals Committee (section 5.10) to appoint a replacement.

Except as noted under section 5.3.3.3, all faculty members' evaluations shall include three components consist of the following:

5.3.1. Peer Component. In accordance with Section 87663 of the California Education Code, a "peer review" of faculty performance shall be included in every evaluation.

5.3.1.1. For purposes of evaluation, a "peer" is defined as a tenured faculty member who teaches in the discipline subject area in the evaluatee's department. When this requirement cannot be met, then the peer shall be drawn from a related discipline at either college.

~~5.3.1.2.~~ For purposes of evaluation, a "review" is defined as an observation of a teaching situation (laboratory, lecture,) or other student contact situation (counseling, library orientation, etc.) for at least fifty (50) minutes and an assessment of compliance with the evaluatee's responsibilities as stated in the job description, or, in In the case of tenured faculty, options for "review" are defined in 5.5.2.2.

5.3.2. Management Component. A management review of faculty performance shall ~~should~~ be included in every evaluation, with the exception of part-time faculty and tenured faculty evaluations as specified in sections 5.7.3.1 and 5.8.3.1. In cases where the appropriate manager cannot complete the evaluation, the peer component (or the average of the peer components) of the evaluation process shall count additionally in place of the management component.

5.3.3. Student Component

5.3.3.1 Instructional Faculty

Student evaluations will be conducted in ~~one (1) class period for each preparation in the case of tenured and part-time faculty (or in at least two (2) classes where there is only one (1) preparation) and in every class section for contract all faculty.~~ Evaluations may be administered either by a peer evaluator ~~or, a management evaluator,~~ or designated adjunct faculty member provided compensation is given at the adjunct faculty member's non-classroom hourly rate. ~~after~~ Evaluations may only occur be given following the commencement of the third (3) fifth (5) week of the class, and prior to the last week of the semester. Days and hours selected shall not interfere with scheduled examinations.

5.3.3.1.1. ~~To the extent practicable, a~~ A student component shall be included in the evaluation of faculty assignments taught on-line or other distance education technique outside the classroom. Student Instructor Evaluation Form – Distance Education may be found in appendix H-26A and H27A. On-line student evaluations shall be administered via an confidential automated survey process. The standard instructions will be delivered to the student via the student's GCCCD-3 email address. ~~The student component may be excluded from the evaluation process by agreement among the Department Chair/Program Coordinator, appropriate administrator(s) and appropriate Vice President.~~

5.3.3.2. Non-instructional Faculty

~~To the extent practicable, a A student component shall be included in the evaluation of non-classroom faculty whose primary assignment is outside the classroom. It is the intent of the District and the AFT to design an evaluation process appropriate to the student contact situation. Student Evaluation forms and instructions for administration may be found in Appendix H. The student component may be excluded from the evaluation process by agreement among the Department Chair/Program Coordinator, appropriate administrator(s) and appropriate Vice President.~~

5.3.3.3. The student component may be excluded from the evaluation process by agreement among the evaluatee, Department Chair/Program Coordinator, appropriate administrator(s) and appropriate Vice President. In such cases, each of the peer and management components shall be equally weighted.

5.3.4 **Self-Evaluation/Personal Statement by the Evaluatee (mandatory for tenure-track faculty, optional for tenured and part-time faculty at the discretion of the faculty member)**

This self-evaluation should reference the performance standards as they appear on the "Faculty Appraisal Form." The self evaluation shall state the goals the faculty member set for him/herself since the last evaluation cycle, shall explain the extent to which the goals were met, and shall establish goals for the next evaluation cycle. On such a statement, a candidate may wish to explain institutional limitations on his/her activity (such as no funding for conference travel, no reassigned time for project completion, etc.).

The self-evaluation/personal statement of an evaluatee also *may* contain reference to any other information and/or documents the evaluatee and the evaluators agree are appropriate, provided they have bearing on his/her position as a faculty member, such as:

(a) Response to suggestions, plan for improvement, recommendations from the previous evaluation

(b) A list and brief description of all courses the evaluatee has taught since the last evaluation cycle;

(c) Course materials, including syllabi, used within the evaluation period (these may include alternative delivery methods, examples of examinations, grading rubrics, etc.);

(d) The evaluatee's description of his/her teaching methods, along with an explanation of their appropriateness;

(f) A complete list of all teaching/non-classroom materials that are not listed on the submitted syllabi (such as the evaluatee's website, etc.);

(g) The evaluatee's description of curriculum or program development and teaching or program innovations, if any, implemented during the evaluation period;

(h) A complete dated list of all articles, books, papers, works, etc. produced by the evaluatee;

(i) A complete dated list of paper presentations, guest lectures, etc. given by the evaluatee;

(j) A list of professional conferences attended within the preceding four years;

(k) The evaluatee's description of College and District service as well as professional and public service if any;

(l) A list of awards, grants, honors, prizes, etc.

The Self-Evaluation/Personal Statement component is not weighted on the Summary Form.

The Self-Evaluation/Personal Statement shall be due six weeks after the evaluatee has been notified they are being evaluated.

5.4. Summary Reports and Summary Ratings. In the remainder of this Article, references are made to Summary Reports and Summary Ratings. Summary Ratings are to be assigned by peer(s) and a manager on a five-nine-point scale, and will be calculated as statistical averages of student responses. Whereas the Evaluation Forms themselves call for a response to a statement from "Strongly Agree" to "Strongly Disagree," it is understood that there will be five nine points on the scale (1.0, 1.5, 2.0, 2.5, 3.0, 3.5, 4.0, 4.5, 5.0) for that response and the Summary Rating will be represented as a number between from 5 (Strongly Agree) and to 1 (Strongly Disagree) according to which point is selected by the evaluator, or, in the case of Student Evaluations, according to the statistical average of the points selected. (See Appendices H-1 through H-25 for all forms.)

A Summary Report will be compiled at the end of each evaluation. At a minimum, a Summary Report shall contain:

- (1) a statistical summary of the student evaluations, written student and comments, and a calculated Summary Rating except where excluded per section

5.3.3.23. ~~5.3.3.1.1.~~;

- (2) one (1) Evaluation Form, including comments and the individual evaluation summary rating (and recommendations if applicable) from each peer or management evaluator, each with an assigned Summary Rating;
- (3) a cover sheet containing Student, Peer, and Management Summary Ratings, and an overall Summary Rating based on their weighting;
- (4) the evaluatee's self-evaluation, if applicable.

(Additional elements are required in the Summary Report for ~~contract~~ tenure-track faculty, and are specified in Section 5.4.4.8.1.).

Weighting of the Summary Ratings for ~~Contract~~ tenure-track faculty shall be:

Student:	40%
Peer 1:	20%
Peer 2:	20%
Manager:	20%

Weighting of the Summary Ratings for Tenured and Part-time faculty shall be:

Student:	40%
Peer:	30%
Manager:	30%

When a student component is not included, weighting of the Summary Ratings for ~~Contract~~ tenure-track faculty shall be:

Peer 1:	33.33%
Peer 2:	33.33%
Manager:	33.33%

When a student component is not included, weighting of the summary Ratings for tenured and part-time faculty shall be:

Peer:	50%
Manager:	50%

5.5 Evaluative Criteria and Instruments. The categories for evaluation are listed on the Evaluation Form (see Appendix H), and are represented in the content of the Student Evaluation Form. Both are based on the evaluatee's responsibilities as stated in the official job description.

5.5.1. In the event that a faculty member is assigned duties other than those in the official job description, the faculty member will be evaluated according to criteria appropriate to those assignments as determined by the committee evaluatee and her/his evaluators.

5.6. Evaluation of Contract Faculty for Tenure

~~5.4.1. A Tenure Review Coordinator shall be appointed by the President of each college with the concurrence of the AFT President and in consultation with each college Academic Senate President, respectively, to coordinate all tenure review activities, including training of Tenure Review Committee members, committee selection, and implementation of tenure and evaluation policies detailed in this contract. Compensation for these positions shall be determined by the Faculty Reassigned-Time Review Committee.~~

5.6.1 Tenure Review Committee Responsibilities

5.6.1.1 A Tenure Review Committee shall be formed for each contract tenure-track faculty member and shall be composed of the appropriate administrator and two (2) tenured faculty members.

5.6.1.2. In accordance with the definition of "peer" in Section 5.3.1.1, two (2) tenured faculty members shall be ~~nominated~~ selected by the faculty of the department where the evaluatee is assigned to serve as peer evaluators. If this requirement cannot be fulfilled, the tenured faculty who served on the evaluatee's screening hiring committee to appoint the evaluatee shall make select the peer evaluators nominations. ~~The nominations shall be confirmed by the Academic Senate.~~

5.6.1.3. The Chair of the Committee shall be elected by the Committee, and shall be a tenured faculty member.

5.6.1.4. All Committee members shall have completed a District/AFT/Academic Senate sponsored in-service training session specifically designed for Tenure Review Committee members before beginning their evaluation duties.

5.6.1.5. Any Committee member may, at his/her discretion, submit a written minority report.

5.6.1.6. The Tenure Review Committee Chair shall be responsible for:
(1) calling all meetings; (2) coordinating activities of the Committee;
(3) representing the Committee to the Tenure Review Coordinator and, (4) other officially designated duties.

5.6.2 Evaluation Procedures

- 5.6.2.1. Contract Tenure-track faculty shall be evaluated at least once ~~(4)~~ every fall semester each year for four (4) years.
- 5.6.2.2 The Tenure Review Committee shall meet to determine the plan for completing the evaluation process in a timely manner and to review the process with the evaluatee.
- 5.6.2.3. The Candidate evaluatee will provide the Committee with relevant written materials prior to the fifth (5) week of the semester or equivalent for short-term classes ~~observing the evaluatee classroom visitations~~. For instructional faculty, these shall include a syllabus, specifying dates for scheduled exams and chapters or topics to be covered, lesson plans, sample tests, quizzes, and grading system, etc. For non-instructional faculty, these shall include all materials deemed appropriate by the committee.
- 5.6.2.4. The evaluatee shall receive, from the committee chair, copies of the blank evaluation instruments prior to the evaluation.
- ~~5.6.2.5. Classroom visitation~~ Observations in the candidate's first (1) semester of employment will be done after week six (6) of the semester.
- 5.6.2.6. Classroom visitations in the candidate's second (2) through eighth (8) semesters of employment will be done anytime after the ~~third (3)~~ fifth (5) week of classes or equivalent for short-term classes. For non-instructional faculty, these observations shall commence as deemed appropriate by the committee.
- 5.6.2.7. The Peers and Manager will summarize their observations and evaluations on the Evaluation Form.
- 5.6.2.8. The Peers and Manager will each give candidate the evaluatee a single Summary Rating on a five-nine-point scale.
- ~~5.6.2.9. Upon the consensus of the Committee, a second visitation by any Committee member may be scheduled.~~
- 5.6.2.10. Student Evaluations may begin in the ~~third (3)~~ fifth (5) week of classes or equivalent for short-term classes. For non-instructional faculty, these evaluations shall commence as deemed appropriate by the committee.
- 5.6.2.11. The committee shall meet no later than three weeks by prior to the end of the semester to write its review the Summary Report and make its recommendation of the evaluatee's status for the next academic year.

5.6.2.12

The Summary Report shall contain all elements of 5.4:

- ~~(1) a Statistical Summary of the Student Evaluations except under sections 5.3.3.1.1. and 5.3.3.2.~~
- ~~(2) one (1) Evaluation Form, from each member of the Tenure Review Committee with an assigned rating;~~
- ~~(3) copies of each Committee member's notes documenting their observations;~~
- ~~(4) a cover sheet containing Student, Peer, and Management Summary Ratings, and, an overall Summary Rating based on their weighting;~~
- ~~(5) in the case of Fall evaluations, a Summary Recommendation Sheet, addressed to the President and containing one (1) of the recommendations in Subsections 5.4.4.10., 1-4 below, and signed by all members of the Tenure Review Committee.~~

5.6.2.13.

The committee shall presents its preliminary Summary Report and preliminary recommendations to the candidate by no later than two weeks prior to the end of the semester.

5.6.2.14

If there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The evaluators and evaluatee may develop a written plan specifying the requirements for improvement of performance and follow-up, if deemed appropriate. The response shall be filed with the committee within ten (10) working days of the evaluatee's receipt of the preliminary Summary Report from the Tenure Review Committee.

5.6.2.15.

By the end of the semester (for Fall evaluations only), the Tenure Review Committee shall submit its final

summary report to the evaluatee, including any written responses from the evaluatee, and must recommend to the President that the candidate:

5.6.2.15.1. Be granted status as a tenured faculty member starting with the next academic year.

5.6.2.15.2. Be continued as a contract faculty member for the next academic year.

5.6.2.15.3. Be continued as a contract faculty member for the next academic year subject to the conditions specified in the Summary Report, which may include re-evaluation during the following spring semester.

5.6.2.15.4. Not be rehired, based on justifications specified in the Summary Report (not applicable for third year candidates).

~~5.4.4.11. In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that If there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report from the Tenure Review Committee.~~

5.6.2.16. An Overall Summary Rating of less than 3.50 shall constitute grounds for exercising options in subsections ~~5.4.4.10.3. , 5.4.4.10.4~~ 5.6.2.15.3 or 5.6.2.15.4. or 5.5.5.2.

5.6.2.17 The President shall send a written notice via US mail to the evaluatee informing the evaluatee of the President's decision no later than one week prior to the convocation date of the Spring semester. In the event the President's decision is not to renew a contract faculty member or not to grant tenure, the President shall include the evaluatee's appeal rights and contact information of the District Tenure Appeal Committee (section 5.10) in this notice. The evaluatee may request a review by the District Tenure Appeal Committee, no later than the end of the first week of classes of the Spring semester. The evaluatee may include in her/his request for review a written statement as to why he/she should be renewed.

The Tenure Appeal Committee will review the evaluation process, and at its discretion, ask for more information or a presentation by the evaluatee and/or tenure review committee members.

The Tenure Appeal Committee shall make a final recommendation to the Chancellor, no later than February 15th.

5.6.2.18. In the event that tenure of the contract tenure-track employee evaluatee is denied, Education Code 87610.1, procedures for adjudicating the issue, may be utilized by the employee or the AFT. Reconsideration of decisions not to grant tenure following an arbitrator's decision shall be referred to the Tenure Appeal Committee, which shall make a recommendation to the Chancellor.

5.7. Evaluation of Tenured Faculty

5.7.1. Tenured faculty shall be evaluated at least once (1) every three (3) academic years prior to the end of the Spring semester of the third (3) year following the last evaluation. ~~The appropriate administrator, after discussion with the unit member and Department Chair/Coordinator, may initiate additional evaluations.~~

5.7.2. Peer Component

5.7.2.1. The selection of the Peer Reviewer shall be made by the appropriate administrator in consultation with the Department Chair/Coordinator from a list of two (2) peers, as defined in section 5.3.1.1, chosen by the evaluatee.

5.7.2.2. The Peer Review of a tenured faculty member shall be:

- (1) a standard "review" as defined in subsection 5.3.4.2., employing the Evaluation Form appropriate to the position title (see Appendix H). The evaluator will complete an evaluation form, including comments and the individual evaluation summary rating (and recommendations if applicable). summarize observations on the Evaluation Form and will give the evaluatee a single summary rating on a five-point scale.

or

(2) a review based on an assessment of a present or proposed special project, initiated by the evaluatee and agreed upon by the Department and appropriate administrator. Such a project will aim to strengthen the evaluatee's teaching skills/resources or other activities that also further the vision and mission of departments, colleges, and District. Examples include, but are not limited to:

- (a) development of discussion-leading skills;
- (b) development of lecturing skills;
- (c) incorporation of non-print media presentations;
- (d) development of multimedia resources;
- (e) authoring a text;
- (f) curriculum development--developing new courses, significantly restructuring old ones;
- (g) development of alternative delivery systems.

In case of an evaluation based on the above, the Peer Review will include (1) a brief description of the project, written by the evaluatee, and (2) the peer assessment of the project or activity.

5.7.3 Management Component

5.7.3.1. Management shall only be required to participate in every other cycle of the evaluation of tenured faculty following the same guidelines as those specified for Peer Reviewers procedures in 5.7.2.2 5.5.2.2. et. al.

5.7.4. Student Component

5.7.4.1. Student Evaluations of tenured faculty undergoing a ~~standard~~—evaluation shall follow the guidelines specified in section 5.3.3.

5.7.5. A Summary Report

A summary report shall be prepared by Management and the Peer Evaluator as specified in section 5.4. in a standard evaluation.

5.7.5.1. ~~In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that~~ If there are recommendations for improvement on either the

Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report.

5.7.5.2. An Evaluation Summary Rating of 1.50-3.49 may, and an Evaluation Summary Rating of 1-1.49 shall, initiate a process whereby the Dean/Director evaluators and the evaluatee meet and develop a written plan specifying the requirements for improvement of performance and follow-up. This meeting shall take place no later than the end of the semester during which the evaluation occurred.

5.7.5.3. An Evaluation Summary Rating of 1.50-3.49 may, and an Evaluation Summary Rating of 1-1.49 shall, initiate another evaluation to be conducted two (2) semesters after the semester in which the unsatisfactory rating was incurred. The follow-up evaluation shall be conducted by the same evaluators whenever possible.

5.7.5.4. Following an Evaluation Summary Rating of 3.50 or higher on a follow-up evaluation, the District shall place a letter in the evaluatee's personnel file stating that the previous Evaluation Summary Rating has improved to an acceptable level.

5.7.5.5. All evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President, with a copy to the evaluatee, within two weeks of the completion of all observations if possible, and in all cases no later than three weeks prior to ~~by the end of the second (2) week of the semester following the one in~~ during which the evaluation is administered.

5.7.5.6. In the event that requirements for improvement of performance detailed in the Plan For Improvement remain unresolved ~~for one (1) calendar year from the date of~~ as determined by the follow-up evaluation of the original Evaluation Summary Rating of 3.49 or lower, then all future proceedings shall be conducted according to the procedures stipulated in Article 4, Evaluation and Discipline, of the California Education Code, sections 87660 through 87683.

5.8. Evaluation of Part-time Faculty

5.8.1. A part-time faculty unit member shall be evaluated in the first (1) semester of employment and in the first semester of each new assignment. Then, in at least the seventh (7th) or eighth (8th) semester of teaching, at each college, until re-employment preference is earned. Thereafter, at least once every six (6) semesters of employment (excluding summer and intersessions). The appropriate administrator, in consultation with faculty members and the Department Chair/Coordinator, may initiate additional evaluations.

5.8.2 Peer Component

5.8.2.1. For purposes of evaluation, a "peer" is defined as the Department Chair/Coordinator or full-time tenured designee consistent with the definition stipulated in Subsection 5.3.1.1. If no tenured faculty members as per 5.3.1.1 exist, then a tenure-track faculty member in the discipline may serve the peer.

The selection of the Peer Reviewer shall be made by the appropriate administrator in consultation with the Department Chair/Coordinator, from a list of two (2) peers, as defined in section 5.3.1.1, chosen by the evaluatee.

5.8.2.2. For purposes of evaluation, a "review" is defined in Subsection 5.3.1.2. The evaluator will summarize observations on the Evaluation Form and will give the evaluatee a single summary rating on a five nine-point scale.

5.8.3. Management Component

5.8.3.1. ~~Unless waived by the college President,~~ At the discretion of the manager, evaluation of part-time faculty shall include a Management Component, as specified in Sections 5.3.2. Guidelines shall be the same as those specified for Peer Reviewers in Section ~~5.7.2.2~~ 5.6.2.2.

5.8.4 Student Component

5.8.4.1. Student Evaluations of part-time faculty shall follow the guidelines specified in Section 5.3.3.

5.8.5. A Summary Report shall be prepared by the appropriate administrator or designee as specified in section 5.4 and the Dean/Director.

5.8.5.1. In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report.

5.8.5.2. For adjunct faculty members who do not have re-employment preference:
An Evaluation Summary Rating of ~~3.50~~ 3.49 or lower for a part-time faculty member shall constitute grounds for any combination of the following:

5.8.5.2.1. Non re-hire in a subsequent semester.

~~5.6.5.2.2. Suspension or termination of reemployment preference and privileges.~~

5.8.5.2.2. ~~The specification of a~~ A written plan for improvement. The evaluators and evaluatee shall develop a written plan specifying the requirements for improvement of performance and follow-up appropriate administrator or designee. A follow-up evaluation shall be conducted by the same evaluator(s) in the subsequent semester.

~~5.5.2.4. The institution of a follow up evaluation in a subsequent semester.~~

5.8.5.3. For adjunct faculty members who have re-employment preference:
An Evaluation Summary Rating of 3.49 or lower shall result in a written plan for improvement (no later than the end of the semester) by the peer evaluator in consultation with the department chair and evaluatee, in addition to the requirement of a follow-up evaluation in the subsequent semester by the same evaluator(s).

If the subsequent semester Evaluation Summary Rating is also 3.49 or lower, the adjunct faculty member shall not be re-hired. The evaluatee may appeal this decision of non-renewal to the College President.

5.8.5.4. Following an Evaluation Summary Rating of 3.50 or higher on a follow-up evaluation, the District shall place a letter in the evaluatee's personnel file stating that the previous Evaluation Summary Rating has improved to an acceptable level.

5.8.5.5. Evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President, with a copy to the evaluatee and department chair, within two weeks of the completion of all observations if possible, and in all cases no later than by the end of the semester second (2) week of the semester following the one in during which the evaluation is administered.

5.9. Evaluation of Temporary Contract Faculty (non tenure-track faculty with restricted funding)

5.9.1. A temporary contract faculty member shall be evaluated at least once (1) each year for four (4) years. For the first four years, the evaluation shall be administered in accordance with the procedures as specified in section 5.4, with the exception that the evaluatee is not eligible for tenure. 5.4.4.1 through section 5.4.4.9. Thereafter, the temporary contract faculty member shall be evaluated at least every three (3) years. The These evaluations shall be administered in accordance with section ~~5.5~~ 5.7, again, with the exception that the evaluatee is not eligible for tenure. et al.

~~5.7.1.1~~ For year one (1) through four (4), the Summary Report shall

contain:

- ~~(1) a statistical Summary of the Student Evaluations except under section 5.3.3.1.1., 5.3.3.1.2, and 5.3.3.2;~~
- ~~(2) one (1) Evaluation Form from each member of the Review Committee with an assigned rating;~~
- ~~(3) a cover sheet containing Student, Peer, and Management Summary Ratings, and, an overall Summary Rating based on their weighting;~~
- ~~(4) in the case of fall evaluations, a Summary Recommendation Sheet addressed to the President and containing one (1) of the recommendations in Subsections 5.7.2.1-3 below, and signed by all members of the Review Committee.~~

~~5.7.1.2~~ Committee presents Summary Report to candidate by the end of the semester.

5.9.2 By the end of the semester (for fall evaluations only), the Review

Committee must recommend to the President that the candidate:

5.9.2.1. Be continued as a contract faculty member for the next academic year.

5.9.2.2 Be continued as a contract faculty member for the next academic year subject to the conditions specified in the Summary Report.

5.9.2.3 Not be rehired, based on justifications specified in the Summary Report.

5.10 The District Tenure Appeal Committee shall consist of:

<u>Chairperson - To be designated by the Chancellor:</u>	<u>1</u>
<u>Representative – One to be designated by each Faculty Senate:</u>	<u>2</u>
<u>Representative - One to be designated by each College President:</u>	<u>2</u>
<u>Representative - To be designated by AFT Guild:</u>	<u>2</u>
	<u>7</u>

All appointments shall be for two (2) year terms, and shall be subject to renewal.

The charge of the District Tenure Appeal Committee shall be to hear appeals regarding non-renewal or denial of tenure (5.6.2.17, 5.6.2.18), claims of perceived bias (5.3), denial of FSA's (8.1.3.1, 8.3.1, 8.5.3), denials of course work for professional growth (15.1.4), or denials of professional growth activities (15.2).

ARTICLE VI

PERSONNEL FILES & PRIVACY

- 6.1. There shall be only one official personnel file for each unit member and it shall be maintained at the District Personnel Office.
- 6.2. Official personnel files shall be kept in confidence in the District Office of Human Resources and shall be available for inspection only by the unit member, a representative of the AFT (with the unit member's written authorization), or authorized administrative employees of the District when necessary in the proper administration of the District's affairs or the supervision of the faculty member. ~~Each unit member shall have the right to review the contents of his/her own personnel file, as provided by state law.~~
- 6.2.1. A representative of the unit member's choosing may accompany the unit member in this review ~~or the representative may review the file without the presence of the unit member as long as the representative has written authorization from the employee to review the file.~~
- 6.2.2. This review shall be made in the presence of the manager or designee responsible for the safekeeping of this file.
- 6.2.3. All ratings, reports, or records that were obtained prior to the employment of the unit member, or were prepared by identifiable interview committee members ~~before or after employment~~, shall not be available for inspection by the unit member.
- 6.2.4. This examination shall take place at a time when the unit member is not required to render service to the District and during the normal business hours of the District Personnel Office.
- 6.2.5. The opening of a unit member's file by non-personnel office employees will be recorded. The date, time, and identity of the person(s) and the reasons for opening the file will be noted. This information becomes part of the unit member's personnel file.
- 6.3. Information of a derogatory nature, except material mentioned in subsection 6.2.3 above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, which includes the source/originator, and given a period of ten (10) working days to review and respond in writing. Written documents (letters, notes, etc.) without the signature of the source shall not be entered into the Personnel Record File.
- 6.3.1. The unit member's review of such material may take place during normal business hours of the District.
- 6.3.2. The unit member shall have the right to answer in writing any

complaints or other derogatory material to be filed and such answers shall be attached to the original document that is to be filed. The unit member shall have the right to obtain copies of any materials contained in her/his personnel file that is available for inspection.

6.4 The unit member shall have the right to place material in his/her file that relates to performance and evaluation.

6.5 ~~The unit member may request the removal of material over five (5) years old and the correction of other materials. Within ten (10) working days, the Director of Employment Services shall grant or deny such a request in writing. If denial, the request and denial shall become part of the personnel file. The denial of the request may be grieved.~~

Upon the request of the faculty member, all materials he or she deems derogatory, after remaining in the official personnel file for a period of four (4) years, shall be placed in a separate sealed envelope which shall be retained in the official personnel file. This sealed envelope shall not be opened except with the written consent of the faculty member and/or upon court order.

6.6 Individual faculty member generated emails, grading systems, curricular materials, student grades, assessment instruments and results, and any other personal or professional correspondences shall be considered private and not disclosed by the District unless the faculty member has given express written permission to the District to disclose these materials. Materials that have already been placed in the public domain by the faculty member are not subject to this provision.

ARTICLE VII

WORKING CONDITIONS

FULL-TIME FACULTY

7.1. Counseling Faculty

Counseling faculty are employed for a basic work week of forty (40) hours to be comprised of duties related to counseling and other related duties. Each counselor will be present on a work site a minimum of thirty (30) hours per week, of which twenty-five (25) will consist of duties related to counseling as defined in the official job description under Educational Counseling, Career and Occupational Counseling, and Personal Counseling (see Appendix K-8), department meetings, plus five (5) hours of other related duties. Other Duties related duties to counseling may include teaching Personal Development classes, serving on a committee, serving as a faculty advisor of a student club, or other appropriate duties. In such case, working conditions and load as defined in Section 7.4. will apply. The days and hours of counselors shall be scheduled by the appropriate administrator after consultation with the unit member. The appropriate administrator shall schedule staff as needed to cover the calendar year. Counselors shall not be required to work more than 193 days annually (July 1-June 30).

7.2. Learning Resource Faculty

Learning Resource faculty are employed for a basic work week of forty (40) hours to be comprised of thirty (30) hours of Learning Resource duties, which may include serving on a committee, serving as a faculty advisor of a student club, or other appropriate duties. The days and hours of Learning Resource faculty shall be scheduled by the appropriate administrator after consultation with the unit member.

7.3. Special Service Faculty

Special Service faculty are employed for a basic work week of forty (40) hours to include thirty (30) hours of scheduled Special Services duties, which may include serving on a committee, serving as a faculty advisor of a student club, or other appropriate duties. Scheduling shall be done by the appropriate administrator after consultation with the Special Services faculty.

7.4. Instruction Faculty

7.4.1. ~~Full-time instructors employed on an academic year schedule shall be required to perform 175 days of professional services annually for the District. In the event the 175 days of instruction are precluded as a result of an emergency, the year may be extended to meet the 175 day requirement. The assignment of the days of~~

service for each academic year shall be determined by the school calendar as negotiated by the parties ~~adopted by the District after consultation with AFT.~~

- 7.4.2.** Full-time instructors are employed for a basic work week of forty (40) hours to be comprised of lecture hours or their equivalent, office hours, unscheduled preparation hours, and other related duties as defined in the job description.
- 7.4.3.** Each full-time instructor shall be present on campus a minimum of thirty (30) hours per week to perform the duties listed in subsection 7.4.2 above. Tenured/tenure-track faculty who teach a portion of their load online, who have reassigned time, or who have less than a 100% assignment, may reduce each component of the thirty (30) hour per week requirement proportionately, but shall be required to be on campus in order to fulfill other related duties as defined in the job description, unless an exception is approved by the college Vice-President.
- 7.4.4.** The formal scheduling of classes shall be done by the appropriate administrator after consultation with the unit member.
- 7.4.5.** In addition to the assigned lecture hours or equivalent, each full-time instructor shall schedule five (5) office hours per week at times most convenient to meet student needs. For faculty teaching online courses, a proportion of their office hours may be conducted in an online format corresponding to the percentage of their online assignment. Instructors will be available to students during finals week. Office hours shall be scheduled for the purpose of consulting with and assisting students. Each scheduled period of office time shall be not less than twenty-five (25) minutes of duration. By the end of the first week of instruction of each semester, the instructor shall prepare and submit his/her proposed schedule of office hours to the appropriate division administrator of his/her division for approval. The administrator shall retain a copy of the approved schedule of office hours for each instructor in the division. The instructor shall post his/her approved office hours.

7.5. Contract Instruction Faculty

"Contract Instruction" means educational services that are provided by the District (or a foundation created for the benefit of or on behalf of the District) for remuneration under contracts with businesses or other agencies that are normally performed by employees of the District who possess certification qualifications.

- 7.5.1.** Personnel hired to teach contract instruction courses will be paid ~~no less than~~ as per the appropriate step on the Full or Part-time Certificated Salary Schedule as applicable and shall be subject to the provisions of the Education Code and this ~~contract~~ Agreement as it

relates to working conditions.

7.5.2. Certificated ~~u~~Unit members who are qualified to teach such contract instruction courses on the basis of their experience, education, and formal performance evaluations shall have employment preference. However, except in unusual circumstances, and then only with the agreement of the ~~certificated employee after consultation with unit member and the AFT~~, a contract or regular certificated employee shall not be assigned to perform contract instructor work as a part of his/her normal load.

7.5.3. Contract instruction courses shall not replace or duplicate instruction contained in a regular program offered within the District, unless such replacement is agreed upon in writing with AFT. Such agreement must be reached in advance of the course or program being offered.

7.6. Management, Confidential, and Supervisory Instructors

7.6.1. Management, Confidential, or Supervisory (MCS) personnel may, by mutual agreement of the affected MCS employee and the department chair or coordinator of the discipline and as approved by the President, teach a maximum of one class per semester with a maximum of seven units (7) cumulative over an academic year (Fall and Spring semesters plus Summer session). The actual course and the time it shall be taught shall be by mutual agreement of the affected MCS employee and the department chair or coordinator as approved by the President.

7.6.2. Such an assignment shall be compensated on a part-time basis based on the employee's placement on the ~~Part-time~~ Full-Time Overload Instructor's Salary Schedule.

7.6.3. No regular ~~contract~~ tenured/tenure-track unit member will be displaced from a teaching assignment that is part of his/her regular load by this an MCS ~~or~~ assignment.

7.6.4. Part-time and full-time unit members with respect to extra-pay assignments who have reemployment preference in accordance with the provisions of Article IX, subsection 11.3 shall have employment preference ahead of ~~in connection with~~ such MCS assignments. ~~In determining reemployment preference, credit shall be given for all semesters during which the course or its substantial equivalent was taught, both in part-time employment within the District and in full-time certificated non-management employment within a California community college.~~

7.6.5. The MCS employee shall be subject to regular evaluation in accordance with the provisions of section ~~5.7~~ 5.8. Such evaluation shall be administered by the chair or coordinator or such other unit

member mutually agreed upon by the MCS employee and the chair or coordinator.

7.7. WSCH/FTE Operating Levels

AFT shall participate in any processes for the determination of WSCH/FTE operating levels, in addition to any determinations of FTES goals for the District and each college. AFT's participation in such processes shall not be construed as a waiver or abrogation of the right of AFT to meet and negotiate with the District over the impacts of any WSCH/FTE operating levels.

7.8. Semester Teaching Load

7.8.1. A full-time teaching load shall be defined as accumulated course LED values equal to 1.00 for a semester or 2.00 for an academic year (two semesters exclusive of Summer school and/or intersession), or as delineated in sections 7.1-7.3 for non-classroom faculty.

7.8.1.1 Further, AFT and District agree that within the discipline of English for full-time instructional faculty hired prior to the 1989-90 academic year, a load configuration of three composition courses and one literature course, that equals 95 percent of load, will be acceptable as a full semester load. However, all overload will be paid only on the amount over 1.0.

~~In addition, paragraph subsection 7.8.1.1 applies only to those instructors that held a full-time instructional contract prior to the 1989-90 academic year.~~

7.8.2. The LED system is based on a fifteen (15) hour full time load for lecture hours and a twenty (20) hour full time load for lab hours. All new or modified course LED assignments are to be negotiated. Courses which do not follow this formula are listed in Appendix<tbid>. The AFT and the District shall consider the determinations made by the curriculum committees for the purposes of course credit/student hours to be advisory only. The basic formula for LED values is as follows:

Lecture	.0667 / designated hour.
Lab	.0500 / designated hour.

~~**7.8.2.1.** A Load Committee may be established by mutual agreement as a subcommittee of collective bargaining for the purpose of advising the bargaining agents. The District and the AFT shall agree as to the composition of the committee.~~

~~7.8.2.1.1.~~ The charge of the Load/LED committee shall be jointly developed by AFT and the District. Recommendation of the committee will be considered when negotiating any changes to load and/or LED.

7.8.3. Where a full-time unit member is unable to meet 1.0 LED in any given semester, the following options are available by mutual agreement between the unit member and the appropriate administrator:

7.8.3.1. Replace a non-contract part-time instructor in a regularly scheduled class.

7.8.3.2. Replace an instructor in an extra-pay assignment in an equitable manner.

7.8.3.3. Maintain a 2.0 LED for the academic year by averaging fall and spring assignments within the academic year. In exceptional cases, summer or intersession may be used to meet the 2.0 LED requirement for the year.

7.8.4. Special Work Loads

7.8.4.1. "Coaching" assignments shall be considered as academic assignments only when the employee is listed as instructor of record for the athletics class associated with the competitive team. Advanced Technique and Strategies courses and specific athletic conditioning courses are not to be considered as part of a special workload issue. Full-time staff Coaching faculty receive ten (10) credit hours 0.555 LED per ten (10) hour assignment for intercollegiate athletics with the exception of:

7.8.4.1.1. Football Coach (s) 14 hrs. 0.777 LED
(total for the academic year)

~~7.8.4.1.2. Head Basketball Coach 14 hrs.~~

7.8.4.1.2. Dance 10 hrs.

7.8.4.2. 7.8.4.1.3 The hours reassigned time LED for Football Coaches shall be divided into apportioned as follows:

Fall: 0.555 Spring: 0.222

Total **Total**

7.8.4.2.1. Football Coach(s) 11 hrs. 3

hrs.

~~(to be divided among~~

~~coaches)~~

~~7.8.4.2.2. Head Basketball Coach 8 hrs. 6~~

hrs.

7.8.4.2.3. Dance Fall: 6 hrs. Spring: 4-hrs.

7.8.5. Cooperative Career Education/Work Experience, Community Service Learning, Internship, and Field Experience Assignments.

7.8.5.1 In accordance with the plan filed by the District with the Chancellor's office of the California Community Colleges, the following activities shall be scheduled with/or completed relative to each student enrolled. Activities listed below marked by an asterisk are to be conducted face to face in person:

- a. *on-campus conference with student for one-half (1/2) hour;
- b. *first on-the-job employer/instructor conference for one (1) hour;
- c. mid-semester in-service preparation and record review for one-half (1/2) hour;
- d. *second on-the-job employer/instructor conference for one (1) hour;
- e. *second on-campus student conference for one-half (1/2) hour;
- f. end of semester in-service preparation and record review for one-half (1/2) hour.

7.8.5.2 The course LED value for above listed assignments shall be .0109 LED/student for whom a "Community Service Learning/Work Experience Agreement" has been completed, signed, and photo copy submitted with a Work Experience Agreement Transmittal Form to the Division Dean's Office during the 6th week of the semester or by the 3rd week of term if a first or second eight-week course (1/3 of the term of the course).

7.8.5.3. Up to a maximum of .218 LED may be assigned to an instructor during any academic term for work experience or similar courses. However, the maximum total LED of these assignments may be exceeded with the approval of the instructor, the division Dean, and the next senior level administrator.

7.8.5.4. A full-time faculty member may accept such assignments only on an overload/extra pay basis in addition to his/her regular teaching load.

7.9. **Overload Banking**

The District parties agrees to Overload Banking effective ~~Fall 1992~~, as follows:

7.9.1. Full-time Tenured faculty only.

7.9.2. Bank at a maximum of .40 LED per semester.

7.9.3. Reduce load a to the maximum of 1.0 LED in a semester, only once every five (5) years.

~~7.9.4. Summer school and Intersession may not be used to bank hours.~~

~~7.9.5. Current teaching load must be at least 1.0 LED prior to any banking credit being given. Only summer, intersession, and overload/extra-pay assignments may be used to accumulate banking credit.~~

7.9.6. Banked time can only be used when a suitable part-time replacement is available and the department chair or coordinator and the appropriate manager college President, or designee, agree the excellence of the program can be maintained with replacement faculty.

7.9.7. Any unused banked overload will be paid off at the current overload rate at time of retirement or separation from District employment or at the request of the faculty member.

~~7.9.8. It is understood that this program is untried in this District and problems of program implementation may arise. Should the Governing Board identify such problems, both parties agree to bargain in good faith a resolution to those problems at such time as those problems are identified.~~

7.10. Number of Class Preparations and Consecutive Assignments

7.10.1. Normally, a teaching load shall consist of no more than three (3) separate preparations. The necessity to exceed a normal this number of preparations shall be limited to the need to achieve a full teaching assignment ~~or to exceptional situations.~~ These exceptions shall be determined by the appropriate administrator in consultation with the chair/coordinator and the affected unit member. The instructor may waive this restriction.

7.10.2. If the teaching assignment includes evening classes work hours (exclusive of overload assignments), there shall be a minimum of ~~ten (10)~~ twelve (12) hours between the end of the last evening class work hour and the beginning of the first class work hour of the following day. The instructor faculty member may waive this restriction.

7.10.3. Consecutive Class Assignments

- 1) Consecutive lecture classes shall be limited to a maximum of two (2) class periods.
- 2) Consecutive laboratory or lecture/aboratory classes shall be limited to a maximum of four (4) hours.
- 3) The faculty member may waive these restrictions.

7.10.34. The District shall make no reduction in the hours of paraprofessional assistance available for any department unless such reduction is agreed to by AFT.

NOTE 7.11 AND 7.12 HAVE BEEN INTERCHANGED FROM THE CURRENT CBA.

7.11. Large Class Course Equivalency (L.C.E.)

Definitions:

- "Classroom maximum" refers to facility constraints and is determined by the fire code.
- "Course maximum" refers to the maximum enrollment agreed to for a specific course.
- "LCE Date" refers to the census date per Title 5, Section 58004(c)(3) for census based courses, or the date closest to the twenty percent (20%) point of the course meeting schedule for non-census based courses.

7.11.1. Large Class Course Equivalency shall be computed for compensation purposes as follows:

7.11.1.1. The LCE value factor shall be computed based on the class course enrollment at the first census LCE eDate as defined above. Unit members must submit their drop rosters by the end of the work day preceding the LCE Date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the LCE. The enrollment as of the LCE Date shall be displayed online for all courses and shall be available to be viewed by all unit members.

7.11.1.2. Large Class Course Equivalency (LCE) factors shall be based on the following enrollments as of the LCE Date:

<u>Number of Students</u>	<u>LCE Factor</u>
49 or fewer	0.0
50 to 59	0.2
60 to 69	0.3
70 to 79	0.4

80 to 89	0.7
90 to 99	0.8
100 to 110	0.9
111 to 119	1.0
120 to 129	1.4
130 to 139	1.5
140 to 149	1.6
150 to 159	1.7
160 to 265	2.1
266 to 359	2.3
360 or more	2.5

7.11.2. The LCE compensation shall be calculated as follows: LCE factor from 7.11.1.2 times the unit member's classroom hourly rate (as determined by the step placement of the instructor unit member on the Certificated Part-time Classroom Salary Schedule for part-time unit members, and on the Extra-Pay Classroom Salary Schedule for tenure-track/tenured unit members) times the hour LED value of the class course, times one hundred (100). (Example: An enrollment of 55 students as of the LCE Date for a 0.20 LED course with a \$175 hourly rate results in compensation of: 0.2 (LCE Factor from 7.11.1.2) X \$175 (Hourly Pay Rate) X 0.20 (LED of course) x 100 = \$700 LCE Payment.)

This compensation is exclusive of the normal salary for the instructor whether part of load, extra-pay, or part-time. Eligible faculty shall be notified that they will be receiving their Large Course Equivalency compensation no later than ten (10) working days after the LCE Date.

7.11.3. Payment of the large class course compensation shall be a one-time check payment, included in the pay warrant in the month subsequent to the LCE Date ~~first census week and prior to the end of the semester.~~

7.11.4 Class Course Maximums

7.11.4.1. Class Course maximums shall be subject to negotiation.

7.11.4.2. AFT and the District agree that on any given day, class size course enrollment shall not exceed the posted classroom maximums. ~~Further, the Large Class Compensation shall be paid only on classroom maximums.~~

7.11.4.3. The purpose of establishing course maximums is efficient use of classrooms while giving consideration to educational concerns and constraints. ~~Class maximums~~

~~for cooperative work experience, community service learning, internships, clinicals, extra-curricular teams, and/or performance classes, not subject to number 6 below, are not necessarily related to a specific classroom. Enrollment maximums for such courses shall be established upon mutual agreement of the Instructor, Department Chair/Program Coordinator, and appropriate Dean and approval of the Vice President. Such agreements are subject to collective bargaining review.~~

7.11.4.3.1.

1. Set general lecture course maximums at fifty (50) students or at ~~room-size~~ classroom maximum whichever is lower.
2. Set large lecture course maximums (over 50) on agreement of appropriate administrator and instructor.
3. Set mathematics and literature course maximums at forty-five (45) students or at ~~room-size~~ classroom maximum whichever is lower.
4. Set English and other composition course maximums at thirty-five (35) students or at ~~room-size~~ classroom maximum whichever is lower.
5. Set ESL course maximums at twenty-five (25) students.
6. Set laboratory section maximums to the number of stations in the room as defined by facilities and/or equipment. ~~(Except when new programs are being established or facilities reconfigured.)~~
7. Set lecture class course maximums with concomitant laboratory set to the number of laboratory room stations with the exception of combined lecture courses which break into multiple lab sections.
8. Set Speech Communication course maximums at thirty (30) students.

9. Set foreign language, including ASL, course maximums at:

30 for 120s

30 for 121s

30 for 220s

25 for 221s

20 for 250s

20 for 251s

10. Set Exercise Science course maximums at fifty (50) students, or at room size, whichever is lower, for the following courses: ES 005, 006, 023, 185.

11. Online course maximums shall be set at the equivalent on-campus maximum (or lower) not to exceed a virtual classroom maximum of 50.

12. Course maximums for cooperative work experience, community service learning, internships, clinicals, extra-curricular teams, and/or performance classes, not subject to number 6 above, are not necessarily related to a specific classroom. Course maximums for such assignments shall be established upon mutual agreement of the unit member and her/his dean.

~~7.11.5. AFT and the District agree that on any given day, class size shall not exceed the posted classroom maximums. Further, the Large Class Compensation shall be paid only on classroom maximums.~~

7.12 Large Class Course Compensation and Teaching Assistants

7.12.1. Load Reduction or Banking

Upon mutual agreement of the instructor and appropriate Vice-President dean and approval of college President, an instructor teaching a course of 120 students or more shall qualify to reduce his/her load during either the current or the a subsequent semester by the unit LED value of the large lecture course. By electing this option, the instructor ~~would~~ will forgo the Large Course Equivalency (LCE-7.11) LCE compensation from the large lecture course. ~~In addition, no instructor may bank more than sixty (60) percent of their instructional load in any one semester.~~

7.12.1.1. The ~~LCE~~ course enrollment shall be computed based on the class enrollment LCE Date as defined in Article 7.11 at the first census date.

7.12.1.2. If an instructor elects to bank the LCE, the banked value shall be computed as follows:

No. of Students Reduce or Bank

0 to 119 0

120 to 265 Equal to unit LED value of course.

266 to 359 Equal to two times unit LED value of course.

360 or more Equal to three times unit LED value of course.

Any banking must adhere to the parameters set forth in Article 7.9 of the Agreement.

~~7.12.1.3. The large class compensation shall not apply to Television courses.~~

7.12.2. Teaching Assistant Program

7.12.2.1. Teaching assistants shall be selected by the instructor. This compensation is not available as additional faculty salary.

7.12.2.2. Eligibility for the Teaching Assistant Program shall be determined based on the class course enrollment at the first census LCE dDate as defined in Article 7.11. Eligible faculty shall be notified that they will be receiving Teaching Assistant hours no later than ten (10) working days after the LCE Date.

7.12.2.3. The number of teaching assistant hours shall be determined by the number of students enrolled in the class course on the LCE Date according to the following schedules:

Number of Students Assistant Hours

0 to 44	0
45 to 54	30
55 to 64	40
65 to 74	50
75 to 84	60
85 to 94	70
95 to 104	80
105 to 124	90
125 to 144	100
145 or more	110

~~This compensation is not available as additional~~

faculty salary.

7.12.2.4. The Teaching Assistant Program is intended to provide supplemental discretionary resources for use as may be determined by faculty to be most supportive to classroom instruction. Options for use may include but are not limited to teaching assistants, departmental tutors, departmental clerical, or supplies and equipment. These resources are not intended to supplant other existing college resources, but are intended to be supplemental to such programs. In addition, department members may pool the resources they would have been entitled to for Teaching Assistant hours in order to purchase supplies and equipment. Faculty may elect to share their Teaching Assistant hours with other faculty within their department at their discretion.

7.13. Unit Member Duties

Unit members shall not be required to perform duties other than those in the unit member's job description. If a unit member refuses a request to perform duties outside the job description, this act shall be excluded from their job evaluation, as shall the performance of unpaid services not directly related to job requirements.

7.14. Reduced Load

7.14.1. ~~Full-time regular~~ Tenured contract unit members are eligible for a reduction in workload. ~~(See ARTICLE X - RETIREMENT.)~~

7.14.2. A reduced workload request shall be initiated by the employee and be forwarded through customary channels for the Governing Board approval.

7.14.3. Request for a reduced load shall be submitted prior to January 15 for the following academic year and prior to September 15 for the following Spring semester. A decision to grant or deny the request shall be transmitted prior to May 1 for the following academic year and prior to December 1 for the following Spring semester.

7.14.4. The minimum reduced workload shall be one-half of the annual full-time workload as defined in this contract. Unit members on a reduced workload shall be treated as ~~regular~~ tenured full-time employees regarding class assignments, scheduling, and class sizes. Unit members teaching one-half of a full-time load may fulfill their assignment in either the Fall or Spring semester. Unit members on reduced load shall meet other contractual

obligations in proportion to their workload. Their salary and fringe benefits shall be as follows:

7.14.4.1. The salary shall be in direct proportion to workload and with agreement of the District, prorated over twelve (12) months.

7.14.4.2. The employee shall retain all rights and benefits of a full-time employee, including all fringe benefits.

7.14.4.3. The employee and the District shall make contributions to the State Teachers' Retirement System in proportion to the load worked. The employee shall receive proportionate service credit.

7.15. Transfer

7.15.1. Where necessary, the District has the right to transfer full-time unit members between campus sites to areas they are qualified to perform. Prior to the implementation of an administrative transfer the unit member shall be given written notification and reasons for the transfer twenty-one (21) calendar days prior to the effective date of the transfer. Transfers shall not be punitive.

7.15.2. The District shall seek volunteers prior to implementing an administrative transfer. If qualified volunteers are not approved by the District, and other criteria being equal, the most junior unit member shall be transferred.

7.15.3. Full-time positions that open on either campus shall be posted within the District five days (5) prior to the estimated date of outside advertising. Full-time tenured unit members shall have the right to apply for transfer to such openings. If a unit member's qualifications and experience are acceptable and comply with the requirements for the vacancy, the District may approve such a transfer.

7.15.4. Unit members shall not be excluded from competing for the position once advertised. If the unit member is not granted a requested transfer, reasons for the decision in writing shall be provided if a written request is made. However, such reasons may be deferred until the completion of outside District advertising and applicant interviews have been completed.

7.15.5. A full-time unit member or tenured part time unit member unable to obtain a full load at their college of assignment shall receive the balance of their load in a fair and equitable manner

at another college in the District. The time period detailed in subsection ~~7.14.1~~ 7.15.1 shall not apply.

7.15.6. The District may ~~re-assign a full-time unit member or tenured part-time unit member~~ from one class to another at the same campus site. Changes in assignment shall be made after consultation with the unit member. The time periods detailed in 7.15.1 do apply here.

7.16. Academic Calendar

7.16.1. District and AFT agree that the academic calendar shall consist of 165 teaching days and forty (40) hours per academic year of staff development. The staff development hours may be taken at any time during the academic year in accordance with staff development guidelines. The Staff Development Committees shall recommend activities for the staff development program during flex week. The AFT and the District shall agree on the particular activities during the designated days for staff development which the instructor will perform in lieu of classroom instruction.

7.16.2. Classes may be offered outside of the normal academic year (e.g. Summer and/or Intersession) and these sessions may be of variable length as negotiated by the parties. Hours of instruction shall be established by the District in accord with regulatory, financial and instructional requirements. There shall be no classes scheduled during the week of the Thanksgiving holiday. The final exam schedule (if one exists) for both colleges shall match as closely as practicable.

7.16.3. ~~Commencing with the 1994/95 academic year, AFT input will be considered to selection of a floating holiday for Admissions Day. If an alternative day is selected in the Fall, the teaching day must be made up in the Fall schedule.~~

7.17. Graduation

Both parties recognize the importance of the graduation process. AFT, in conjunction with the District, shall encourage unit members to attend Commencement Exercises.

7.18 ONLINE INSTRUCTION

7.18.1 Expanding student access, not increasing productivity or enrollment, shall be the primary determining factor when a decision is made to schedule an online course. There will be no reduction in force of faculty (as defined in Article VIII of this Agreement) as a result of offering online courses.

7.18.2 Courses considered to be offered in an online format shall be defined in accordance with the Board of Governors' Title 5 Regulations and Guidelines. Generally, this definition refers to courses where the instructor and student are separated by distance and interact through the assistance of communication technology (reference section 55370 of Title 5 California Code of Regulations). The determination of which courses in the curriculum may be offered in an online format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 California Code of Regulations.

7.18.3 The decision regarding whether or not to accept an online assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing an online assignment. An online assignment will count toward the faculty member's load as would the comparable regularly scheduled, traditionally delivered, course assignment, except for the first time the instructor teaches in an online environment, the LED value of the course shall count as double.

7.18.4 The District shall provide training, logistical, instructional, and technical support to faculty with online assignments.

ARTICLE VIII

FACULTY SERVICE AREAS, ASSIGNMENT, REASSIGNMENT TRANSFER, LAYOFF, AND REEMPLOYMENT

8.1. Faculty Service Areas (applies to tenure-track/tenured faculty only)

8.1.1. Pursuant to the provisions of Education Code Section 87743.3 ~~there shall be one faculty service area to be known as the Grossmont-Cuyamaca Community College District Faculty Service Area (FSA)~~ each faculty member shall qualify for one or more faculty service areas (FSA) at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to Education Code Section 87356 and district competency standards, if applicable, as established by the Academic Senates. After initial employment, a faculty member may apply to the district to add faculty service areas for which the faculty member qualifies.

8.1.2. Competency Faculty Service Area (FSA) Standards

All faculty ~~who~~ shall be granted an FSA in the discipline(s) in which the faculty member:

8.1.2.1. ~~Meets~~ Meets the minimum qualifications as adopted by the Board of Governors, or ~~have has completed been awarded an~~ has completed been awarded an the equivalency to the minimum qualifications for the discipline according to the process as established through joint agreement between the Academic Senate and the Grossmont-Cuyamaca Community College District Governing Board to teach in or serve the discipline, or:

8.1.2.2. Possesses a valid lifetime credential authorizing service in the discipline through either a major or minor.

8.1.3. A faculty member may add any discipline for which he/she is qualified and competent as defined by subsection 8.1.2 by contacting Personnel and submitting the appropriate documentation.

8.1.3.1. in the case of a denial of an FSA, said denial may be appealed to the Tenure Appeal Committee (section 5.10) whose decision shall be final and not be grievable.

8.1.4 The District shall maintain and update a master list of the disciplines for which each faculty member is qualified. This list will be provided ~~to the faculty member and representatives of AFT~~ no later than October 1 of each year. Each faculty member shall receive notification of the FSA(s) for which the District believes the faculty member qualifies no later than October 1 of each year. In the event

of a layoff or reduction in force, the faculty members must have an opportunity to ~~maintain and~~ update their disciplines for which they meet minimum qualifications or apply for equivalency in other disciplines according to district process. The District shall provide to AFT a printed list of (a) all qualified faculty members and (b) all administrators who have retreat rights as provided under the Education Code. This list shall indicate all disciplines for which each is qualified as of February 15.

8.2. Layoff and Reductions in Force

8.2.1. No employee shall be deprived of his/her position except for just cause. When an employee has been notified of being deprived of his/her position, the employee shall have the right to request the cause in writing.

8.2.2. An employee who believes that he/she has been deprived of his/her position without just cause ~~shall have the right to appeal to the District FSA Committee~~ may file a grievance as per Article XVIII, beginning at Level III of the grievance process, which is comprised of AFT President and Vice Presidents, Academic Senate Presidents, College Presidents, District Personnel Director, and one Instructional Dean appointed by each College President.

8.2.3. The District shall not reduce the number of tenure-track/tenured faculty members due to a decline in enrollment or the reduction or elimination of a particular kind of service or program except according to the following procedures:

8.2.3.1. Faculty members affected by the reduction shall be notified in writing before March 15 preceding the academic year in which the reduction is to become effective. This notice shall be by registered or certified mail to the most recent address on file with the District Personnel Office.

8.2.3.2. No tenured faculty member shall be terminated under this section while any probationary faculty member, or any employee with less seniority (as determined by initial hire date as a tenure-track faculty member), or any part-time faculty member is retained to render service in a discipline in which the faculty member meets the competency Faculty Service Area standards as defined in subsection 8.1.2.

8.2.3.3. In any reduction in faculty, the District shall (1) make assignments or reassignments in a manner such that faculty members shall be retained to render any service that their seniority and qualifications entitle them, and (2) consider all disciplines for which a faculty member qualified in the year preceding the academic year in which

the reduction is to become effective, provided that the application notification for the addition of such discipline FSA is received by the Personnel Office prior to February 15 as provided in 8.1.3.

8.2.3.4. Terminations under this section shall be in the inverse order in which faculty members began their tenure-track service in the District. Terminations may be discipline or FSA specific.

8.2.3.5 The District shall notify AFT and the unit member not less than forty-five (45) calendar days in advance of the scheduled Board action authorizing the proposed layoff. Said notice shall include the affected unit member's seniority listing, including original hire date, listing of all current FSAs held by the unit member, and a listing of all other faculty including hire dates who possess the same FSAs.

8.2.4. For a period of 39 months following termination under the provisions of this Section, faculty members shall have the right to reemployment in the District, ~~in the inverse order in which they were terminated, to any available position in an area in which they meet the competency standards as stipulated in subsection 8.1.2.~~ Faculty who are laid off shall have the same rights as current faculty to update the disciplines for which they are qualified or apply for equivalency to the minimum qualifications for a discipline according to the established Academic Senate/District process. ~~as these current faculty not subject to layoff.~~

8.3. Retraining

8.3.1. When a faculty member is laid off ~~or terminated~~ because of a selective reduction in a program(s) ~~or the exercise of retreat rights by an administrator,~~ he/she shall be entitled to up to one year of reassigned time to upgrade training. Such retraining shall occur in the discipline that is agreed to by the faculty member and the District FSA Tenure Appeal Committee. Upon obtaining a new FSA, the faculty shall be placed in that discipline with no loss in seniority. Faculty may not be laid off due to the exercise of retreat rights by an administrator.

8.4. Assignment

8.4.1. Faculty members shall be assigned only to those disciplines or courses for which they meet the competency FSA standards as stipulated in subsection 8.1.2.

8.5. Reassignment of Faculty

8.5.1. Faculty who have established qualification and competency under the provisions of subsection 8.1 shall have the right to request reassignment to any discipline or course for which they meet the competency standards.

8.5.2. Requests shall be forwarded through the immediate line administrator to the Vice President of Instruction. After consulting with the faculty member and the appropriate chair/coordinator of the old and new disciplines, the Vice President shall act upon the request, granting it in whole or in part or denying it.

8.5.3. Upon advising the affected faculty member, ~~the administration~~ management has the right to reassign any faculty member to a discipline or course for which competency FSA standards have been established under the provisions of subsection 8.1.2 provided the reasons for such reassignments are given to the faculty member on request. A faculty member shall have the right to appeal the decision to the District FSA Tenure Appeal Committee which shall submit their—its recommendation to the Chancellor for final determination.

8.6. Transfer of District Employees Administrators to Faculty Positions

8.6.1. ~~Whenever an employee of the District is assigned to a faculty position, the District shall give the employee, when requested by him/her, a written statement of the reasons for the transfer. District administrators have retreat rights to a first year probationary faculty position (unless previously tenured within the District) as specified in the Education Code. Administrators who were previously tenured within the District maintain their tenured status.~~

8.6.2. ~~When an employee of the District, hired after June 30, 1990 is assigned to a faculty position, the employee Administrators retreating to a faculty position must possess the minimum qualifications/equivalency for the discipline to which he/she is to be assigned as per section 8.1.2.—Said employees shall be considered probationary (i.e., contract) faculty and evaluated as such under the provisions of a first-year probationary faculty.~~

8.6.3. The right of an administrator person to become retreat to active status as a first-year probationary faculty member shall not result in the layoff of any ~~contract~~ tenure-track or tenured faculty member.

8.7. Change in Term the meaning and interpretation of the word "Discipline"

Sections of this Article that address reassignment, layoff, transfer, and reductions in force shall not be changed by virtue of regulations adopted by the Board of Governors regarding a working definition of the term word "discipline" as it relates to minimum qualifications and competencies

without AFT having first had the opportunity to bargain negotiate such changes.

8.8 Right to Grieve

Nothing in this Article shall be construed as a waiving of the right of AFT or any faculty member to file a grievance of any of the provisions of this Article (with the exception of 8.1.3.1) under the provisions specified in Article XVIII of this contract Agreement, nor does it abrogate the rights of any faculty member under the Education Code or any other applicable statute.

ARTICLE IX

COMPENSATION AND BENEFITS

9.1 Compensation

~~9.1.1.~~ Effective the first day of regular assignments for 2003-2004, uUnit members shall be paid in accordance with provisions of the appropriate salary schedule. (Appendices A through F).

~~9.1.2.~~ In accordance with Article 21, section 21.2.2, compensation shall be subject to be reopened for negotiations each contract year. For 2004-2005, negotiations regarding all compensation shall be deferred until the California State Legislature has adopted and the Governor has signed a budget for the fiscal year 2004-2005. Effective the first day of assignment 2004-2005 advancement on the salary schedules shall be deferred until agreement is reached on compensation for 2004-2005. The provisions of 9.1.2 do not set precedent and do not constitute an agreement to change the standard procedures of the salary schedules.

~~9.1.2.~~ The 2003-2004 state budget for Community College includes restricted funding to support improvement of salaries for part-time assignments. The District and the AFT agree to continue the process initiated in previous years to align the part-time/extra pay (Appendix C) and non-classroom hourly salary schedules (Appendix E) with the Salary Ranges for 10-month Academic Employees (Appendix A). The District and AFT agree, in principle, to continue to work toward extending the alignment of the part-time/extra pay and non-classroom hourly salary schedules with the regular ten-month and eleven-month schedules to all seven columns of the salary ranges for ten-month and eleven-month academic employees. For 2004-2005, the District and United Faculty agree to meet and negotiate part-time/extra pay and hourly salary schedules.

~~9.1.3.1.~~ Effective for the first day of assignments in 2003-2004, all unit members with assignments paid on the Interim Part-Time/Extra Pay (Appendix C) and Interim Non-Classroom hourly (Appendix E) salary schedules shall receive an off-schedule one-time salary realignment payment for Fall 2003 and for Spring 2004 if they have an active assignment in the respective semester. The realignment payment shall be equal to eighty percent (80%) of the difference between the rate paid for the assignment on the Interim Part-Time/Extra Pay Salary Schedule (Schedule C) and the rate of the assignment based upon salary placement on the 2003-2004 One-time Off-Schedule Salary Realignment for Part-time and Extra-pay Assignments (Schedule C-1) or eighty percent (80%) of the difference between the rate paid on the Interim Non-Classroom Hourly Schedule (Schedule E) and the rate for the assignment based upon salary placement on the 2003-2004 One-time Off-Schedule Salary Realignment for Non-Classroom Activities Schedule E-1). Salary placements on Appendix C-1 and Appendix E-1 shall be based upon information on file with Personnel Services as of November 2 for Fall 2003 assignments and April 2 for Spring 2004 assignments. It is the intent of the parties that the payment shall be included on the last payroll of the semester. Information relevant to salary placements received after November 2 for Fall assignments and April 2 for Spring assignments shall be considered for placement

upon adoption of the realigned schedule.

~~9.1.3.2. The District and AFT agree that any allocation remaining after payment of the salary realignments is available for other educational purposes. The District and AFT further agree that such purposes be considered as expenditures within instructional activity codes (0100-5900).~~

9.2. Benefits

9.2.1 Upon receipt of the recommendation of the Benefits Committee that includes options, the District and the AFT agree to meet and negotiate benefit programs. ~~to be offered for 2005. The District and AFT shall jointly participate in an agreement that identifies resources to fund the 2005 program. Benefit programs for 2004-2005 shall be reopened for negotiation.~~

9.2.2. The Benefits Committee will review the ~~Direct H~~ current and proposed health plans. The Benefits Committee may make recommendations regarding plan design. Recommendations from the Benefits Committee are proposed to bargaining unit representatives and to representatives of the Governing Board for review and negotiated agreement prior to implementation.

9.2.3. Exclusive of long-term disability and life insurance, the District shall pay the premiums for the fringe benefits in force for full-time faculty as detailed in Appendix G for retired unit members, including current eligible retirees who have completed a minimum of ten (10) years service in STRS or PERS. The District shall discontinue paying medical and dental premiums for the retiree and eligible dependents effective when the retiree turns age sixty-five. However, at his/her expense a retiree may continue medical and dental coverage, at the premium level prescribed by insurance companies and governmental regulations.

9.2.4. Where a full-time covered unit member or retiree eligible for paid benefits dies, the District shall pay the premiums for health, dental, and prepaid prescription insurance for the surviving spouse or domestic partner and eligible dependents for two (2) years from the date of the death of the unit member. The spouse or domestic partner and eligible dependents may have the option of continuing the benefits at their expense at the premium level prescribed by insurance companies and governmental regulations.

9.2.5. The District and AFT agree to participate on the Grossmont-Cuyamaca District Fringe Benefits Committee. The GCCCD Fringe Benefits Committee makes recommendation to the Collective Bargaining Agents. The Committee composition shall include ~~a total of four (4) representatives designated by the Chancellor and four (4) representatives designated by AFT.~~

- 9.2.6.** Any Committee member may place an item on the committee meeting agenda.
- 9.2.7.** The Committee shall submit an annual report to the Chancellor and AFT.
- 9.2.8.** The District shall provide, at no cost to the unit member, parking, parking sticker(s) permits, and activator card, if applicable. Parking permits shall be valid for three years for all faculty. Parking facilities, where practical, shall be in close proximity to the unit member's work area. These parking benefits shall be available to retirees. AFT and the District shall work collaboratively with SANDAG to explore ways employees can be encouraged to use public transportation at a discounted rate.
- 9.2.9.** The Governing Board and AFT agree that unit members can take credit classes without paying enrollment fees. Enrollment to take place no sooner than the last day of registration before classes begin.

9.2.10. FACULTY PURCHASES AT DISTRICT COST

- 9.2.10.1** The District shall provide the ability for adjunct faculty to purchase medical, dental, or vision benefits coverage through any District offered plan by paying the full cost of the premium, at the tiered rate applicable to the adjunct faculty member's choice.
- 9.2.10.2** All faculty may purchase computer equipment through any vendor currently used by the District by paying the full vendor-supplied District purchase price.

9.2.11 COMPUTER LOAN PROGRAM

The District will make a one-time allocation of \$40,000 (forty thousand dollars) for the purpose of providing computer purchase loans to unit members in an amount not to exceed \$2,000 (two thousand dollars) each. Unit members may submit a request to AFT to borrow from the Computer Fund an amount not to exceed \$2,000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by AFT to all unit members.

AFT will develop a procedure to select the employees eligible for the loan by lot and will submit a list of the selected buyers to the District. Buyers will be notified by AFT that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be

reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

The buyer will have the option to choose to purchase from any vendor currently used by the District.

Monthly payments will be determined by dividing the check amount by twelve (12). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

ARTICLE X

RETIREMENT

10.1 Pre-retirement Work Load Reduction (Reference Education Code 87483)

10.1.1.1. Full-time members of the bargaining unit may request the Governing Board to reduce their workloads. If such a request is granted, the individual's salary shall be reduced accordingly. Other benefits including retirement rights shall be retained as for a full-time employee. The workload reduction shall not be revoked without the mutual consent of the unit member and the District. ~~(See also subsection 7.13.)~~

10.1.2. Full-time unit members to be eligible for workload reduction must meet the following criteria:

10.1.2.1. The unit member shall have a minimum of ten (10) full-time years of service with a minimum of five (5) consecutive years of full-time certificated employment with the District immediately preceding the workload reduction.

Sabbaticals and other approved leaves of absence shall not constitute breaks in service. ~~Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five year full-time service requirement.~~

10.1.2.2. The unit member shall be fifty-five (55) years of age or over prior to the reduction in workload.

10.1.2.3. The period of workload reduction shall not exceed ~~five (5)~~ ten (10) years. The faculty member must retire at the conclusion of her/his participation in the this workload reduction program.

10.1.2.4. The minimum level of employment shall be the equivalent of one-half of the number of days of service or one-half of the annual teaching load required by the unit member's contract of employment the year prior to the reduction in workload.

10.1.2.5. The unit member shall be paid a pro-rata share of the salary ~~they~~ he/she would have received in their her/his former full-time position and with the agreement of the District, may be pro-rated

over twelve (12) months. (See subsection 7.14.4.1.)

10.1.3. The District and unit member shall each contribute to the Teachers Retirement fund CalSTRS the amount that would have been contributed had the unit member been employed full-time. ~~The District shall contribute to the Teachers Retirement fund an amount based upon the salary that would have been paid to the unit member in their former full time position.~~

10.2. Supplemental Employee Retirement Plan

~~Effective Spring Semester 2004, a retirement incentive program shall be available to qualified faculty.~~

10.2.1. ~~Tenured Faculty must meet the following criteria to qualify:~~

~~1. Following the provisions of the State Teachers Retirement System, age fifty five (55) year or older at effective date of retirement and;~~

~~2. Ten (10) years or more of regular service with the Grossmont-Cuyamaca Community College District by the effective date of retirement and;~~

~~3. Declare in writing by March 15, 2004 a retirement date on or before June 30, 2004;~~

~~4. Declare in writing by June 30, 2004 a retirement date on or before June 30, 2006.~~

~~(a) Retirement dates must fall within the following windows be:~~

~~(1) For 2003 - 2004
June, 2004~~

~~(2) For 2004 - 2005
July - August, 2004
December, 2004 - January, 2005
June, 2005~~

~~(3) For 2005 - 2006
July - August, 2005
December, 2005 - January, 2006
June, 2006~~

~~(b) Upon acceptance by the Governing Board, a retirement notice may only be rescinded or~~

changed by mutual agreement of the employee and the Governing Board.

~~(c) Eligible faculty members who do not declare a retirement dated by June 30, 2004 may not participate in this program.~~

~~**10.2.2.** Qualified faculty will receive a yearly annuity benefit. The basic plan will provide income from an annuity for life or two (2) years, which ever is longer, equal to a percentage of their last annual salary, to be determined ninety days before the effective date of retirement, according to the schedule below. (Other variations under this plan will also be available so long as the cost of these variations does not exceed the cost of the basic plan.)~~

SERVICE AT GCCCD	% OF FINAL ANNUAL CONTRACT SALARY
10-14 YRS	1.5%
15-19 YRS	3.00%
20-24 YRS	4.00%
25-29 YRS	5.00%
30 + YRS	7%

~~**10.2.3.** Article X, section 10.3 applies to individuals who retire under that plan.~~

10.3. Retired Unit Members

Nothing in this contract shall be interpreted to preclude a retired unit member from applying for service as a part-time faculty member for the District. In order to retain rehire preference provided under section 11.3.5., a written declaration of intent to teach and a medical certificate (Reference Education Code 87408.5) must be submitted within one (1) year of the effective date or retirement and exercised within three (3) semesters of retirement. A retired unit member who elects to teach shall be subject to the same evaluation procedure as a new part-time instructor.

10.4 PRO-RATA EMPLOYMENT FOR RETIREES

- 10.4.1 Faculty members with ten (10) or more years of tenured/tenure-track service shall be eligible for employment at the time of retirement not to exceed thirty five percent (35%) of full-time and subject to the maximum allowable CalSTRS or CalPERS earning limit. Pro-rata assignments include an equivalent pro-rata portion of on-campus assigned time, off-campus time and office hours as delineated in Article VII. Pro-rata employment may extend from the date of retirement for a maximum of ten (10) years.
- 10.4.2 At the time of submitting their retirement notice or anytime during the course of their pro-rata service, faculty may request from their College President the option of either delaying the start date of their pro-rata period of service or taking a leave of absence from the program. If approved by the College President, the faculty member must then give four (4) months notice prior to the semester the faculty member wishes to initiate or resume her/his pro-rata assignment. Any delay in the initiation of the pro-rata assignment will not diminish the number of years of pro-rata eligibility for the faculty member. Once the faculty member has started the pro-rata program, the faculty member will have ten (10) years of pro-rata eligibility, including time taken on leave within this ten (10) year period.
- 10.4.3 Faculty who have retired from District service under this provision shall remain on the current tenured/tenure-track salary schedule on the step equal to their last placement on the salary schedule prior to retirement. They will not be eligible for subsequent step or column movements, but will receive any on or off-schedule increases which may be negotiated subsequent to their retirement.

ARTICLE XI

PART-TIME FACULTY

11.1. The intent of this article is to provide a measure of reemployment security for qualified part-time temporary (adjunct) faculty members. Scheduling of specific assignments shall be made by the appropriate supervisor or designee after consultation with the department chair and the part-time faculty member.

11.2. Definitions

~~Unless the contract requires otherwise, the following provisions shall govern the interpretation and construction of~~ The following definitions apply to this Article:

11.2.1. "Part-time faculty member" means any part-time temporary certificated ~~employee~~ faculty member who is employed for no more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable duties.

11.2.2. "Service credit" ~~as defined in this Article means credit is earned for by~~ having served for the full term of an assignment ~~during a semester or intersession~~. If a part-time faculty member serves for the full term of one or more assignments in the same discipline ~~during a semester or intersession~~, he/she shall earn one unit of service credit for each classroom assignment. Non-classroom assignments shall earn service credit equal to the number of hours served in the particular non-classroom assignment each semester.

11.2.3. "Reemployment preference" means the preference for assignments accruing to a part-time faculty member as outlined in the following sections.

11.2.4. For purposes of calculating State Teachers Retirement System (STRS) service credit for classroom instructors, 1.0 years of service credit is achieved by working 525 hours in the academic year (15 hours per week X 35 weeks) and for non-classroom assignments it is 1,158 hours (6 hours per day x 193 days).

11.3. Reemployment Preference

Part-time faculty are eligible for re-employment preference after having served six (6) semesters (summer and intersession excluded) within a four (4) year period at a particular college. Reemployment preference applies to each assignment in which the part-time faculty member has not received an unsatisfactory evaluation (3.49 or below) in their most recent evaluation for that assignment. Service credit in each assignment a department or

program shall be earned for each semester (includes summer and intersession) in which a part-time faculty member is employed. ~~Part-time faculty first employed on or after June 1, 1997, shall have reemployment preference within the college after earning eight (8) semesters of service credit in a particular course and receiving satisfactory evaluations in at least the seventh (7th) or eighth (8th) semester taught for each course. For part-time faculty hired on or after June 1, 1997; 1) service credit is not earned during intersessions or summer, and 2) reemployment preference does not apply when making assignments for intersessions and summer.~~ A part-time faculty member with reemployment preference in a particular course or assignment at a college shall be offered one additional courses or assignments in which they have reemployment preference as they become available due to growth or attrition (up to the maximum of sixty-seven (67) percent LED for all courses or assignments on an annualized basis) before any part-time faculty member with less reemployment preference is offered an assignment. A part-time faculty member whose class is cancelled after the semester begins does not have the right to displace any other faculty member from an assignment.

11.3.1. If, during any particular semester, there are more part-time faculty members with reemployment preference in a course than there are available assignments, the available assignments shall be offered to those part-time faculty members who have the greatest number of service credits, highest reemployment preference.

~~11.3.2. If a part-time faculty member has reemployment preference in more than one course, the assignment decision shall be made by the appropriate administrator after consultation with the faculty member. If good-faith efforts to contact the faculty member prove unsuccessful, the administrator may make such assignment without prior consultation.~~

11.3.3. Should there be more than one part-time faculty member with the same reemployment preference, the assignment shall be made at the discretion of the department chair/coordinator and approved by the division Dean.

11.3.4. Nothing in this Article shall be construed to alter existing District policies and practices with respect to setting priority of extra-pay assignments for tenured/tenure-track and contract faculty members during the fall and spring semesters. However, tenured/tenure-track faculty who receive an extra pay assignment outside of their contract discipline shall be treated as an adjunct faculty members with respect to seniority rights to such an assignment.

11.3.5. Subject to the provisions of 10.3., at retirement, full-time faculty shall retain service credit for all courses taught prior to retirement.

11.3.6. The extent of the assignment to be worked and the duration of the assignment shall be determined by the District subject to the preceding restrictions. Full-time faculty with extra pay assignments whose extra pay class is cancelled after the semester begins do not have the right to displace any other faculty member from an assignment.

11.4. Salary and Benefits

Part-time and extra-pay assignments teaching and part-time and extra pay non-teaching, as determined by the District, shall be temporary and paid at the appropriate rate established in this contract Agreement. For the purpose of unemployment benefits eligibility, the parties agree that all part-time faculty assignments are temporary in nature and that no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the part-time faculty member.

The parties agree that when fiscal conditions improve, negotiations shall re-open regarding District provided healthcare and paid office hours for part-time faculty.

~~11.4.1. The extent of the assignment to be worked and the duration of the assignment shall be determined by the District. Full time faculty with extra pay assignments whose extra pay class is cancelled after the semester begins do not have the right to displace part-time faculty once the part-time faculty member has been hired for a particular class and time.~~

~~11.4.2. Part time faculty with reemployment preference, in the specific course being staffed, who have satisfactorily performed their duties, based upon their formal evaluations, shall be given preference in rehiring. (Preference means the order of rehiring based on reemployment preference.) Those with more reemployment preference, who have met this criteria, shall be given priority over those with less reemployment preference.~~

11.5. Assignments

The District shall give each part-time faculty member with reemployment preference the opportunity to state his or her availability and assignment preference in writing. The District shall consider this information in preparing the class schedules assignments.

11.5.1. ~~If an assignment is cancelled, a notice of cancellation by the appropriate administrator, whether orally or in writing, shall be~~

~~effective once it is received by the faculty member. If the notice of cancellation is given orally, it shall be confirmed in writing within five days. If an assignment is canceled, said cancellation shall be communicated to the adjunct faculty member, both orally and via email, within two working days of the cancellation. Adjunct faculty shall be paid for any assignments scheduled within two working days of said cancellation notice.~~

~~**11.5.2.** If there are a sufficient number of available assignments, the District shall offer each qualified part-time faculty member with reemployment preference at least one assignment. If there are additional assignments available, the District may offer part-time faculty members more than one assignment during a semester. This shall not be construed as requiring the District to offer any assignment in excess of 60 percent of a full-time annual load of scheduled duties. For the purpose of this section only, one course or the equivalent of .20 LED, whichever is greater, shall constitute an "assignment." For part-time faculty members with nonclassroom assignments, a minimum of 35 hours of assigned duties during one year shall constitute an assignment.~~

11.6. Exceptions

11.6.1. The reemployment preference in a course of a part-time faculty member shall be terminated if the faculty member declines an all offered assignments in the course. This provision shall not apply when:

11.6.1.1. An assignment is cancelled for any reason other than misconduct or poor evaluation.

11.6.1.2. The part-time faculty member is unable to accept or commence an assignment ~~in more than two consecutive semesters~~ because of illness or other extenuating circumstances that the faculty member and the appropriate administrator mutually agree make acceptance or commencement impossible. If mutual agreement cannot be reached, the adjunct faculty member may appeal to the appropriate Vice-President.

11.6.1.3. The part-time faculty member can decline to accept an assignment if the request is in writing and is received by the appropriate administrator at least 45 calendar days before the beginning of the semester. Such requests shall be honored for no more than two consecutive semesters.

11.6.1.4. The part-time faculty member ~~declines to~~ accepts an assignment at the other college or in another department or program in the District ~~before receiving an~~

~~offer of assignment in an area where he/she has earned
reemployment preference or service credit.~~

11.6.2. The reemployment preference of a part-time faculty member or a retired full-time faculty member may be suspended or terminated if he/she does not, as evidenced by formal evaluation, meet the standards of performance or academic excellence that are required of certificated faculty employees in the District. (See subsection 5.68.5.2 of this contract Agreement.)

11.6.2.1. The part-time employee may appeal such termination or suspension to the College President or his/her designee. The determination of the President or designee shall not be subject to review under the Grievance Article XVIII of this contract.

11.7. Facility Access and Job Opportunities Committee Work

11.7.1 Office space shall be made available where part-time faculty can meet students and maintain files. Part-time faculty shall have equal access to areas available to full-time unit members, e.g., faculty rest rooms, lounges, and workrooms. As the colleges expand and renovate existing facilities, they shall include adjunct faculty work areas in the formulation of their space allocation plans. Such work areas shall include at a minimum: a work station or table, a chair, a visitor's chair, nearby access to a phone, nearby access to a computer with internet connectivity, and nearby access to a printer.

11.7.2. \$60,000 shall be allocated each fiscal year and distributed equally to each college to be used for adjunct committee work, provided said committee work has been approved by the appropriate Academic Senate. Adjunct faculty shall be paid at their non-classroom hourly rate for this work.

~~11.7.1. Unit members may receive information concerning part-time vacancies by reviewing the list posted in the Personnel Office prior to the first day of class.~~

~~11.7.2. Part-time faculty shall have the right to create a group health plan under the District jurisdiction.~~

11.8. PEAR Retirement Program

The District and AFT agree that the Part-time Employee Alternative Retirement (PEAR) program will be provided as an alternative retirement plan for all part-time employees. (See Appendix G.) Further, it is agreed the 7.5 percent required contribution shall be divided equally (e.g., 3.75 percent) between the District and the employee. The District shall ensure each adjunct faculty member has been notified of her/his option to become a member of CalSTRS as per Education Code section 22455.5 (b).

Written acknowledgment by the employee shall be maintained in the employee's official personnel file. Failure to provide this notification to each adjunct faculty member shall result in the assessment of penalties as specified in Education Code section 22455.5 (c).

The parties agree to explore other alternative retirement options for part-time faculty, with a priority of finding an option that can rollover into CalSTRS if the faculty member becomes a CalSTRS member.

11.9. Academic Part-Time Hiring for Full-Time Faculty Vacancies

Before the announcement of any full-time faculty vacancy to the general public, and, subsequent to subsection 7.15.3. of AFT Agreement, currently employed District part-time instructors faculty meeting the criteria, as described below, may be considered for that vacancy. ~~However, by majority vote of the full-time faculty members of the department, the department may announce the vacancy to the general public. In the event a department chooses to advertise to the general public, current District part-time instructors may apply and will be considered.~~ Prior to a job vacancy being advertised to the part-time faculty, the Director of Employment Services and the District Equal Employment Opportunity Officer, shall first determine that the part-time applicants are representative of the qualified labor force as defined by the Chancellor's Office of the California Community Colleges. Should the Director of Employment Services and the District Equal Employment Opportunity Officer determine that the part-time applicants are not representative of the labor force, as defined by the Chancellor's Office of the California Community Colleges, the District shall advertise the vacancy to the general public for a period of at least 14 calendar days.

11.9.1. ~~At least six (6) part-time candidates, as determined by the screening committee, or all qualified part-time candidates applying, whichever is less, shall be guaranteed an interview.~~

11.9.2. The Criteria:

11.9.2.1. Part-time instructors faculty meeting the necessary requirements specified in the job announcement.

11.9.2.2. Part-time instructors faculty having taught held assignments in the discipline within the District.

11.9.3 The job announcement shall be distributed via faculty mailboxes and email to all currently employed part-time instructors faculty and shall be posted in the college mailrooms for a period of seven (7) full working days.

11.10. State Disability Insurance for Part-Time Faculty

The parties agree to implement the State Disability Insurance (SDI) program for part-time faculty members if by majority vote the part-time faculty agree to fund this deduction. AFT will conduct the election on behalf of the part-time faculty members and certify the results to the District.

ARTICLE XII

SUMMER AND INTERSESSION

12.1. Summer and Intersession

12.1.1. ~~Full-time unit members shall be given first consideration in staffing Summer and Intersession (as defined in the Board approved academic calendar) faculty assignments shall be offered in the following order:~~

- 1) Each tenured/tenure-track faculty member shall be offered one assignment in her/his contract discipline;
- 2) Each adjunct faculty member with reemployment preference shall be offered one assignment within the same discipline for which he/she has earned reemployment preference, but said assignment does not need to be in the same course(s) for which he/she has re-employment preference, provided they are qualified for the non re-employment preference assignment;
- 3) Each tenured/tenure-track faculty member shall be offered a second assignment in her/his contract discipline;
- 4) Each adjunct faculty member with reemployment preference shall be offered a second assignment within the same discipline for which he/she has earned reemployment preference, but said assignment does not need to be the same course(s) for which he/she has re-employment preference, provided they are qualified for the non re-employment preference assignment;
- 5) If there are still sections available, they may go to any qualified faculty member or qualified new hire.

For the purposes of non-classroom assignments during summer or intersession, an "assignment" is considered to be six (6) hours per week.

12.1.2. ~~The following articles of the contract shall not apply to Summer and Intersession:~~

12.2. ~~Hours taught Assignments during an intersession or summer school are not considered in the determination of hours per week that what comprises a full-time assignment for a full-time instructor faculty member as defined in Article VII, Section 7.4.2., and such hours assignments shall not be considered in computing load for part-time faculty pursuant to Ed. Code section 87482.5 All such assignments shall be designated as adjunct or part-time assignments, unless as excepted in 7.8.3.3. overload and extra-pay. Intersession classes shall be those scheduled entirely during times of the year that are not part of the Board approved fall and spring academic~~

~~semesters 175 contract duty days required for full-time classroom instructors. For the purposes of determining load for classroom faculty under Article 7 and Article 11, other intersession classes shall be considered in the same manner as summer school assignments.~~

ARTICLE XIII

LEAVES OF ABSENCE

13.1. Sick Leave

- 13.1.1. Full-time Ten month tenured/tenure-track unit members shall earn one day of sick leave for each of the ten (10) months of contract service to a maximum of ten (10) days per year.
- 13.1.2. Full-time Eleven month tenured/tenure-track unit members shall earn one day of sick leave for each of the eleven (11) months of contract tenured/tenure-track service to a maximum of eleven (11) days per year.
- 13.1.3. Unit members with part-time assignments (~~Fall or Spring semester~~) shall earn one hour of sick leave for each hour of instruction based on one week of the a full length semester assignment. (A three-hour-per-week semester course earns three (3) hours of sick leave per semester.)

Faculty members may access their full balance and allocation of sick leave, irrespective of what type of assignment it was earned from.

- 13.1.4. The District, ~~for a valid reason,~~ may require a medical or other acceptable verification in cases of illness of duration of more than five scheduled work days ~~or for other reasons that appear to be in the best interest of the employee or the District.~~

- 13.1.5. Full-time Tenured/tenure-track unit members are guaranteed a minimum remuneration of five (5) months for sick leave or accident leave. Any unused current year sick leave shall be in addition to the five-month guarantee. In determining the remuneration during the five-month guarantee (deducting prior years' accumulated leave) the full-time unit member shall be entitled to the difference between his/her salary and the salary of a substitute. Where a substitute is not hired, the amount deducted shall be the minimum salary on the certificated part-time faculty salary schedule adopted by the Governing Board.

A substitute, after working for twenty days (20) of the established load of an absent teacher, shall no longer be on an hourly rate and shall be placed on the regular salary schedule at a level not exceeding the salary position of the unit member on sick leave. The difference between the two salaries shall continue to be paid to the employee on sick leave for the remainder of the five-month guarantee.

- 13.1.6. A full-time unit member who fulfills no contract duties on a given day because of illness shall be charged one day of sick

leave for each day absent. Where less than the total scheduled duties for a day, other than related duties, are not fulfilled, the unit member shall be charged a half day of sick leave.

13.1.7. Absences for illness shall be reported as directed by the District.

13.2. Catastrophic Sick Leave Donation (reference Education Code 87045)

13.2.1 ~~The District shall allow unit members donation of sick leave to individual employees who have suffered long term disabilities or illnesses. The donations may be used only where the employee has exhausted accumulated sick leave and is not eligible for long term disability coverage. The donations shall be authorized by a signed pledge form prepared by the Personnel Office. Solicitations of donations may be made by the individual or his/her representative(s). No employee may donate more than five (5) days of sick leave per year.~~

Unit members shall be permitted to contribute up to a maximum of five (5) accumulated sick leave days (a minimum of eight [8] hours and in hour increments thereafter) per fiscal year to another unit member within the District. The parameters of the program are:

- a. The illness/injury of the unit member or family member must be serious (life threatening or expected to incapacitate the unit member or her/his family member for an extended period of time) as verified by physician. The District may require the unit member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b. Sick leave contributions will be solicited by AFT after the unit member makes the need known to the AFT union representative or her/his appropriate manager. AFT will then forward the donated time received to the District Payroll Supervisor;
- c. The ill/injured unit member must have exhausted all accrued full-salary paid leaves;
- d. Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e. A maximum of sixty (60) work days may be utilized by each unit member per catastrophic illness/injury.

13.3. Personal Necessity Leave

- 13.3.1.** Six (6) days of sick leave credit per year may be used for personal necessity for both tenured/tenure-track and part-time faculty.
- 13.3.2.** Personal necessity leave shall be limited to: death or serious illness in the unit member's immediate family; an emergency involving the unit member's person or property or that of a unit member's immediate family; appearance at a court or administrative hearing in which the unit member is not a litigant; circumstances of ~~compelling~~ personal importance; religious holidays; and acts of nature requiring the unit member's attention.
- 13.3.3.** Leave shall not be for personal convenience, the extension of a holiday, a vacation for recreational activities, or matters that can be handled outside of scheduled work hours.
- 13.3.4.** A unit member must obtain prior written approval from the appropriate administrator except where approval is precluded by events listed in subsection 13.3.2. The unit member shall make every effort to comply with District procedures to facilitate securing a substitute.
- 13.3.5.** A unit member shall verify in writing that personal necessity leave was used for purposes listed in subsection 13.3.2. A unit member's signature on the District Request for Leave of Absence Form shall constitute such verification.

13.4 Bereavement Leave

~~**13.4.1.** A maximum of (5) five days bereavement leave at full salary shall be granted if minimum travel of 400 miles one-way is required. Other bereavement leave is limited to three (3) days at full salary. However, the Chancellor and President, or their designee, may approve additional leave. The decision to grant or not grant additional leave shall not be subject to the Grievance Procedure.~~

~~**13.4.2.** Bereavement leave is granted for death in the immediate family, or of an individual with whom the employee had a significant personal relationship. Immediate family includes mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or of the spouse of the employee, or any relative living in the immediate household of the employee.~~

~~**13.4.3.** Where additional bereavement leave with full salary is denied,~~

~~an extension of leave to a maximum of six (6) days may be used and deducted from accrued personal necessity leave.~~

~~13.4.4. Bereavement leave shall be taken within a reasonable time after the death in the immediate family member, but no later than thirty (30) days, unless an extension is granted by the Chancellor or designee.~~

13.4.1 Absence with pay for a period not to exceed 5 work days shall be granted to a unit member upon request, upon the death of a member of his/her immediate household or the unit member's:

Child (or person raised by the unit member);

Spouse or domestic partner;

Parent (or person who raised the unit member);

Grandparent;

Brother or Sister;

An individual with whom the employee had a significant personal relationship.

Up to (5) five additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes.

13.4.2 Absence with pay for a period not to exceed three (3) work days [five (5) work days if out of state travel is required] shall be granted upon request, upon the death of the unit member's, or current spouse's or domestic partner's:

stepmother or stepfather

guardian or ward

grandchild or stepchild

brother-in-law or sister-in-law

son-in-law or daughter-in-law

stepbrother or stepsister

OR the current spouse's or domestic partner's: parent or child.

Up to (3) three additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes in this section (13.4.2).

13.4.3 Up to (3) three days of accumulated full salary sick leave may be used for bereavement purposes upon the death of the unit member's:

aunt

uncle

niece

nephew

divorced spouse, domestic partner, or in-law.

- 13.4.4 Leave may be secured by verbal request, but requires submission of the appropriate leave request form upon return to duty.
- 13.4.5 Leave from sections 13.4.1-13.4.3 above must be used within thirty (30) calendar days following the death of the family member and must be used consecutively unless an extension is granted by the appropriate administrator. One day of leave as appropriate from sections 13.4.1-13.4.3 above may be used after thirty (30) calendar days following the death of the family member, provided bereavement leave was not already taken as a result of the same death.

13.5. Personal Leave

- 13.5.1. Personal leaves of absence may be granted by the Governing Board. Leave shall be without compensation and advancement on the salary schedule; however, advancement on the salary schedule may be approved by the Governing Board at the time leave is granted.
- 13.5.2. Requests in writing for a full year leave or Fall semester shall be submitted to the Chancellor through the appropriate college President prior to March 15 of the year preceding the proposed leave. Requests in writing for Spring semester leaves shall be submitted to the Chancellor through the appropriate college President prior to October 1 of the preceding semester.
- 13.5.3. Employee benefits shall terminate at the commencement of the personal leave; however, upon approval of the insurance carrier(s), a unit member has the right to continue insurance benefits by remitting to the District the premium costs.
- 13.5.4. An extension of personal leave may be granted by the Governing Board where it is of direct benefit to the individual's job assignment or in situations of extreme personal hardship, provided the extension will not create undue hardship for the individual's division or college.
- 13.5.5. A unit member shall notify the District in writing of her/his intention to return to service. Notice shall be submitted by April 1, if the leave concludes at the end of the Spring semester, and by November 1, if leave will conclude at the end of the Fall semester. One month prior to the applicable date, the District shall notify the unit member in writing of the obligation of written notification of intention to return to service.
- 13.5.6. Failure, without good cause, to notify the District of intention to return to service shall be deemed a resignation effective at the

close of business on the final day of the expired leave.

13.6. Professional Opportunity Leave

- 13.6.1.** The District may grant leaves with full pay to unit members for a maximum of ten (10) days per semester for professional opportunities such as grants, fellowships, consultant positions, or specialized teaching sponsored by professional organizations and governmental agencies.
- 13.6.2.** The leaves shall be approved by the Chancellor and the President provided the unit member has received notification of their selection and has filed a written application with the Chancellor via the President stating the nature of the opportunity, the sponsoring agent, the dates, and how regular duties will be carried out.
- 13.6.3.** If compensation is received from the sponsoring agent in excess of the cost of tuition, travel, and living expenses, the unit member's salary shall be decreased by a commensurate amount.

13.7. Military Leave

A faculty member shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

- 13.7.1.** Unit members employed for a minimum of one year who are called into military service shall receive a paid leave of absence for the first thirty (30) days of military service. Subsequent to the thirty day period, the unit member shall receive a salary equal to the difference between the contract salary he/she was receiving as a faculty member prior to the military leave, and that salary he/she is receiving from the military, for a period not to exceed one (1) year, subject to annual renewal.
- 13.7.2** A faculty member, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service.

13.8 Judicial Leave

- 13.8.1.** Unit members shall be provided leave for jury duty or to appear as a witness in court ~~on behalf of the District,~~ other than as a litigant. Upon knowledge of necessity for the leave, a written request shall be submitted to the ~~President~~ appropriate administrator ten (10) days prior to its commencement date except where the notice to appear is

received less than ten (10) days from the required date.

13.8.2. A unit member on judicial leave shall receive full pay for a maximum of twenty (20) days annually and shall remit to the District fees received for the service, exclusive of mileage and parking.

13.9. Legislative Leave

13.9.1. A full-time tenured/tenure-track unit member elected to the Legislature shall be granted an unpaid leave of absence, and her/his District provided benefits shall terminate.

13.9.2. During the term of leave, the unit member may be employed by the District less than full-time as an adjunct faculty member. ~~to perform service requiring certification. Compensation shall be by mutual agreement of the unit member and the District.~~

13.9.3. Within six (6) months after the termination of legislative service, the unit member shall have the right to return to their former position.

13.10 Coaching Leave

13.10.1. Upon approval of the appropriate administrator or the District, a unit member who has been a coach for five (5) consecutive years may request a temporary unpaid leave from their coaching assignment for a maximum of one year.

13.10.2. Coaching leave is contingent upon a qualified full-time or part-time employee being available to meet the coaching assignment needs. The application for leave shall be submitted prior to March 15 of the year preceding the proposed leave.

13.10.3. Coaching leave shall be restricted to a maximum of 25 percent of the coaching staff at each college.

13.11. Family Care Leave

13.11.1. Under the California Family Rights Act of 1991, and other relevant federal and state statutes, unit members having more than one year of continuous service with the District ~~and are eligible for at least one employee benefit,~~ have the right to an unpaid Family Care Leave of up to four (4) months in a twenty-four (24) month period for the birth or adoption of their child for the serious health condition of their child, parent, or spouse, or domestic partner.

This leave contains a guarantee of reinstatement to the same

or to a similar position at the end of the leave, subject to any defense allowed under the law. If possible, unit members must provide at least 30 calendar days written advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment of a family member).

For events that are unforeseeable 30 days in advance, the District needs notification as soon as one learns of the need for a leave, but in any event, no later than five (5) working days from learning of the need for the leave.

The District shall respond to the leave request as soon as possible and in any event, no later than ten (10) working days after receiving the request.

13.11.2. Failure to comply with these notice rules is grounds for, and may result in, denial or deferral of the requested leave until compliance with the notice policy.

13.11.3. The District may require certification from the health care provider of a child, parent, or spouse or domestic partner who has a serious health condition before allowing unit members a leave to take care of that family member.

13.11.4. ~~Any family care leave taken must be for at least two weeks, except that unit members may request a shorter leave (from one day to two weeks) on any two occasions during a twenty-four month period. If a unit member is taking a leave for the birth or adoption of a child, they must initiate the leave within one year of the birth or adoption.~~

Pregnant unit members have certain rights under the Act to take a Pregnancy Disability Leave and also a Family Care Leave; members should check regarding their individual situation. There are certain exceptions under the act regarding eligibility for a Family Care Leave. The District is legally permitted to deny a request for leave under certain conditions as provided by law.

13.11.5. Unit members may use all accrued sick leave for the period of Family Care Leave ~~if mutually agreed upon by the district and the employee. Unpaid leave impacts unit members' benefits in the same manner as a personal leave without pay. All unit member benefits remain in full force and effect for the duration of the leave.~~

13.11.6. ~~Contact AFT if you need more information regarding your rights for this type of leave.~~

13.12 - INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

13.12.1 Eligibility

Industrial Accident and Illness Leave shall be available to members of the bargaining unit as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII.

13.12.2 Definition

For the purposes of this Article, an Industrial Accident or Illness leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected unit member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to Sections 5270 et. seq. and Sections 5300 et. seq. of the Labor Code and other applicable laws.

13.12.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select a medical care provider prior to a work-related accident or illness. The District shall post and keep posted in conspicuous locations frequented by unit members a notice of their rights, benefits and obligations under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

13.12.4 Application for Industrial Accident and Illness Leave

A unit member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided leave form.

Each application shall be accompanied by the treating medical provider's signed statement, either on the District's prescribed forms or on the medical provider's official stationery or appropriate form,

specifying the duration of the leave.

13.12.5 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1st) day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness the regular sick leave balance will then be adjusted to its previous balance.

13.12.6 Compensation

The District provides the unit member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1st) day of absence. Thereafter, the unit member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated sick leave, accumulated compensatory time off, accrued vacation and/or days of half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than his/her normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

Any drafts or checks received by the unit member representing

temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

Approved costs related to medical care, temporary and permanent disability payments, job displacement benefits, travel expenses and death benefits shall be paid as required by law.

13.12.7 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work. In cases where the unit member has been on leave for thirty (30) calendar days or more, the unit member must provide a written clearance from the attending physician(s) not less than three (3) workdays prior to the returning to work.

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

13.12.8 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

13.12.9 Absence Beyond Expiration of All Leaves

13.12.9.1 When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her position, the unit member shall either retire, if eligible, resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.

13.12.9.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack

of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

13.12.9.3 A unit member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified of and entitled to job displacement benefits as prescribed by law.

13.12.10 Absence from State

Any unit member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

ARTICLE XIV

SABBATICAL LEAVE

14.1. Philosophy

14.1.1. The sabbatical leave opportunity is an important stimulus to the improvement of education. The vitality and curiosity of the faculty are among the institution's fundamental assets, and the sabbatical leave ensures the growth and renewal of these invaluable resources. Sabbatical leave projects and experiences are valued as distinct contributions to the cultural and intellectual lives of individual faculty members and as support of the mission and vision of departments, colleges, and the District.

14.2. Purpose

14.2.1. The purpose of the sabbatical leave program is to promote professional growth of individual faculty members by providing opportunities for advanced study, research, or special projects that further the educational goals of the District. Sabbatical leaves are intended for substantial projects beyond the scope of normal professional development activities. Projects may be either within the area of immediate professional responsibility or outside it, provided a valuable interdisciplinary connection can be demonstrated.

14.3. Eligibility

14.3.1. ~~Effective the academic year 2006-2007, full-time Tenured unit members (non-restricted) shall be entitled to sabbaticals in the proportion of four and one-half percent of the total number of full-time tenured/tenure-track unit members (non-restricted) in the District as of the deadline date for application first day of the fall semester. If this percentage is a fraction of a full-time position, the sabbatical leave entitlement shall include the fraction as a full-time position. Sabbatical proposals selected by the committee from those submitted in Fall of 2003 and Fall 2004 up to a combined total of thirteen (13) shall be scheduled for leave in the academic year 2005-2006. Resources equivalent to those allocated for sabbatical leaves in 2003-2004 shall be set aside for allocation to programs within the scope of the collectively bargained agreement. The provisions of 14.3.1. do not set precedent.~~

14.3.2. A unit member shall meet the following criteria for sabbatical leave consideration:

14.3.2.1. The applicant shall have rendered six (6) years of

service in the Grossmont-Cuyamaca Community College District since any previous Sabbatical Leave prior to the initiation of her/his subsequent leave.

14.3.2.2. The applicant shall agree to a minimum term of service of twice the sabbatical leave period after the completion of the leave. For example, a one-year leave must be followed by at least two years service, and a one-semester leave must be followed by at least two semesters service.

14.3.2.3. The unit member shall furnish a bond in accord with provisions of the Education Code Section 87770 in case of default on the requirements in of subsection 14.3.2.2. In lieu of the bond, the AFT and the District have reached an indemnification agreement that the AFT may offer to its members at its option.

14.4. Length of Leave

14.4.1. A sabbatical leave may be granted for: a) one semester (or one-half contract year for 11-month or 12-month certificated unit members) at full salary, or b) for an academic year (or one contract year for 11-month or 12-month members) at half salary, or c) for two (2) non-sequential semesters within a 36-month period at half salary, or d) two consecutive semesters at full pay with a 50% reduction in annualized load. An academic year may consist of any two consecutive semesters.

14.5. Application Procedure

14.5.1. Individuals who are applying for sabbatical leave are required encouraged to attend an orientation workshop given by AFT and the Academic Senates. On or before 5 p.m. of the second District working day of November of each year, individuals will submit an application to the AFT office appropriate Academic Senate. AFT The Academic Senate will forward copies to the Vice President, Dean/Director, and Department Chair/Coordinator for information and allow ten (10) working days within the fifteen (15) working days referenced in 14.5.2. for comments to be returned. All applications and proposals shall be on forms prescribed by AFT and the Academic Senates.

14.5.2. Within fifteen (15) working days from receipt, the applications and proposals will be forwarded to the Sabbatical Leave Committee (see Section 14.10).

14.6. Selection Procedure

- 14.6.1. The Committee will encourage the submission of proposals for projects including: original research; the pursuit of unusual professional activities/projects primarily of institutional benefit; post-graduate study; and other activities that contribute to a richer teaching and learning environment and are supportive of the mission and vision of the departments, colleges, and the District.
- 14.6.2. Proposals shall be evaluated according to the following criteria:
- 14.6.2.1. Value: individual, instructional, institutional, interdisciplinary.
- 14.6.2.2. Organization: a clear definition of the project objectives, the means for attaining them, and a plan for evaluation.
- 14.6.2.3. Feasibility.
- 14.6.2.4. Documentation: appropriate supporting materials to clarify project purpose, value, objectives, feasibility, or the involvement of other individuals and institutions.
- 14.6.3. Each year, the Committee shall use the above criteria to prepare an evaluative instrument, which shall be approved by AFT and the Academic Senates. The Committee shall then use this instrument to score and rank the proposals as follows:
- 14.6.3.1. Individual committee members shall evaluate the proposals, and each committee member's first-ranked proposal shall receive a score equal to the number of qualifying proposals, second-ranked proposal, one less than the number of qualifying proposals, and so on to the last-ranked proposal, which shall receive a score of 1.
- 14.6.3.2. The Committee as a group will then total the nine (9) individual scores to establish a committee composite ranking score. The Committee will consult on any significant discrepancies among individual rankings.
- 14.6.4. After scoring and ranking of the proposals, additional consideration will be given to applicants who have served more than six (6) years since their previous sabbatical leave, in the proportion of a one (1) percent increase in composite ranking

score for each semester of service in excess of six (6) years.

- 14.6.5.** Prior to ranking, the committee may, by a 7/9 majority, disqualify proposals for projects that are not well planned or articulated, are not feasible, are not adequately documented, or are clearly outside the purpose and philosophy of the sabbatical leave program. Individual applicants whose proposals have been disqualified shall be notified by AFT the respective Academic Senate promptly in writing stating the reasons for disqualification.

14.7. Notification Procedure

- 14.7.1.** The Chair of the Sabbatical Leave Committee shall notify the AFT, the Chancellor, the College Presidents, and all applicants in writing of its selections with accompanying rationale, ~~for transmittal to the Chancellor of the District ten (10) days prior to the first February meeting of the Governing Board.~~

- ~~**14.7.2.**~~ The ~~Chair of the Sabbatical Leave Committee~~ shall present the selections of the committee to the Chancellor.

- 14.7.3.** In accordance with Governing Board Policy #7110, the Chancellor shall submit the selections to the Governing Board at the first business meeting in February for ratification.

- ~~**14.7.4.**~~ The AFT shall give written notification of the sabbatical leave awards to the appropriate college President, Dean, Director, Chair, or Coordinator and the applicants within five (5) working days.

14.8. Report on Sabbatical Leave Activities

- 14.8.1.** Within ninety (90) days after completion of the sabbatical leave, the individual shall submit a final report to AFT the Sabbatical Committee for transmittal to the Chancellor, and the Governing Board. The report shall provide a thoughtful description of the following: what was accomplished; the implications for the individual; the implications for the discipline; and the contribution to the educational goals of the District. The report shall include appropriate supporting or descriptive material and be summarized in an attached abstract of approximately 500 words.

- ~~**14.8.2.**~~ The AFT shall submit sabbatical leave reports to the Chancellor.

- 14.8.3.** Individuals are encouraged to make oral presentations describing their sabbatical leave projects to the Governing Board upon invitation by the Chancellor.

14.9. Compensation

14.9.1. Compensation for a one-semester (or one-half year leave for 11-month or 12-month unit members) leave shall be at full salary, and for a leave of two consecutive semesters (or one year for 11-month or 12-month unit members), or for two (2) non-sequential semesters within a 36-month Period at half salary, or two consecutive semesters at full pay with a 50% reduction in annualized load. Unit members on sabbatical leave may not receive payment from other outside or District employment in excess of one-half their regular full-time salary.

14.9.2. Time on sabbatical leave shall count toward retirement service credit, seniority, and all health and other employee benefits, and including retirement annuity contributions, shall be continued while on leave. Upon return to service, the unit member's salary shall be what it would have been had the leave not been taken. If the unit member has qualified for a higher classification while on leave, the proper placement shall be made.

14.9.3. Salary payments, while on leave, shall be in accord with the Education Code.

14.10. Sabbatical Leave Committee

14.10.1. A Sabbatical Leave Committee shall be established, with members appointed as listed below each year serving two-year terms. The faculty members of the Committee shall be selected by AFT to represent a broad range of disciplines, and shall be composed of three (3) nine (9) faculty members each from Guyanaca and Grossmont Colleges: three (3) appointed by the AFT, and three (3) appointed by each of the Academic Senates. ~~Three administrative representatives shall be appointed by the District Chancellor. Half of the Committee membership shall rotate annually and~~ The Chairperson shall be elected by the Committee.

14.11. Sabbatical Program Review

~~14.11.1. The District and AFT shall undertake a review of faculty interest in alternative leave formats, additional opportunities, and barriers to participation in the sabbatical program. The results of the review will be used by the parties as background to assure that opportunities within the program are structured to best support the philosophy of the program and optimize broad faculty access.~~

ARTICLE XV

PROFESSIONAL GROWTH ACTIVITIES & INTELLECTUAL PROPERTY RIGHTS

15.1. Academic Course Work

Activities to count toward professional improvement and advancement shall meet one of the following conditions:

15.1.1. The institution is accredited by the Western Association of Colleges and Universities or another regional accrediting association and is recognized by the California State Department of Education and the California Community College Chancellor's Office.

15.1.2. One semester unit of college or university work or its equivalent on other academic scheduling such as the Quarter System shall be recognized as the standard unit for measuring fulfillment of professional improvement requirements.

~~**15.1.3.**~~ Course work for professional growth in the depth area (contract discipline) shall be at the upper division or graduate level.

15.1.4. Course work for professional growth in the breadth area (outside of the contract discipline) shall should be at the upper division or graduate level and may be at the lower division level upon approval of the appropriate Dean/Director and next senior level administrator. Denials may be appealed to the Tenure Appeal Committee (as defined in section 5.10). The ruling of the Tenure Appeal Committee shall be not grievable.

15.1.5. Course work completed ~~for the purposes of meeting the contract obligation for flex week service credit or as a part of an approved leave of absence with pay,~~ shall not be eligible for advancement on the salary schedule.

15.1.6. Additional criteria are detailed in the ~~salary schedule,~~ Appendices J A and B.

15.2. Other Professional Growth Activities

The activities detailed below qualify the faculty for salary advancement. These activities are intended to provide an opportunity for faculty to qualify for salary advancement under the professional improvement program by participating in alternative educational activities. The activities detailed below require approval by the appropriate Dean/Director and the next

senior level administrator. Denials may be appealed to the Tenure Appeal Committee (as defined in section 5.10). The ruling of the Tenure Appeal Committee shall be not grievable. Each Division Dean/Director shall establish a committee of Division members to make recommendations regarding the which activities satisfy these criteria.

- 15.2.1.** Thirty (30) hours devoted to approved creative activity shall have the value of one (1) unit.
- 15.2.2.** Thirty (30) hours of participation in approved workshops shall have the value of one (1) unit.
- 15.2.3.** Each two (2) weeks of approved foreign travel experience shall have the value of one (1) unit.
- 15.2.4.** Each two (2) weeks of approved full-time work experience shall have the value of one (1) unit.
- 15.2.5.** The amount of credit to be earned in any one year from this section shall not exceed six (6) units.
- 15.2.6.** No credit will be given where:
 - 15.2.6.1.** The Governing Board approves an instructor's attendance, with pay, at a workshop or conference.
 - 15.2.6.2.** The instructor receives college credit for such activities.
- 15.2.7.** If an activity appears to duplicate a previous activity, such as similar work experience, only the initial activity will be eligible for credit.

15.3 Intellectual Property Rights

15.3.1 Purpose

The District and the AFT have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District. None of the language in this Article applies to works wholly created by faculty members on their own time, outside of their assigned work schedule, without any use of District equipment and/or resources and intended for non-District use.

15.3.2 Definitions as Used in this Article

15.3.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic

and musical compositions, poetry, instructional materials (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, online resources, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

15.3.2.2 "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given. For any course offered by the GCCCD, the official outline of record, as defined and approved by the Board of Trustees in accordance with Title 5, Sections 55000, 55001, 55002, and 55100, constitutes the Course and is owned by the District.

15.3.3 Works Covered

15.3.3.1 *Types of works whose ownership and use are covered by this Article.* This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment; and it addresses the use of those works by faculty members and the District.

15.3.3.2 *Types of works not covered by this Article, and consequences of not being covered.* This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member (works not made for hire), *such as:* novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph 15.3.4.2 a. below, and the District is not authorized to use such works under paragraph 15.3.5.1 b. below.

15.3.4 Copyright Ownership

15.3.4.1 Ownership by Faculty Members

- a. The copyrights to works created by faculty members will be owned by them, even if those works (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests) are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph 15.3.4.2 a. below.
- b. In cases where RFP's and grants from outside agencies stipulate in the proposal or formal agreements with the district or college that materials developed as part of the project either remain the property of the outside agency or are to be shared or accessible outside of the district in some way, faculty who receive significant financial support to develop materials as part of the project will be advised before any materials development on their part takes place of this potential loss of ownership and/or future control of any materials developed under the auspices of said grant.

15.3.4.2 Ownership by District. The District will own the copyright to works under the following circumstances:

- a. Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, library use, laboratory use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall not be considered substantial support provided by the District. Payment for the development of a course ends after the initial offering of the course unless mutually agreed between the District and faculty. Additional work beyond the scope and time frame of a grant which enhanced a course developed under work for hire would not be considered to be part of the original work for hire

and would remain the work of the faculty member.

- b. Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure, that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature. Ownership of a copyright does not preclude updating and/or revising the course. It is understood by the parties that courses are naturally dynamic.

15.3.4.3 Faculty Member's Option to Acquire Copyright

If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member who created the work shall have an option to acquire the work's copyright by paying the District an amount of money that shall be agreed upon in writing by the faculty member and the District at the time the District provides (or agrees to provide) that support. To exercise this option, the faculty member shall pay the District the agreed-upon amount; and the District shall immediately assign the work's copyright to the faculty member.

15.3.4.4 Process for Documenting District Ownership and Faculty Member's Option

- a. If the District is to be the owner of the copyright to a work, the faculty member and the District should sign an agreement that contains the following clauses:

"Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a 'work made for hire' as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District.

"The work to which this agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work is titled or described as follows: _____."

- b. If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, unless the District proves in arbitration (as provided in paragraph H below)

that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.

- c. If the District is to be the owner of the copyright to a work because it contributed substantial support, the agreement signed by the faculty member and District also should contain the following clause:

"To exercise his or her option to acquire the copyright to the work identified above, the faculty member shall pay the District the sum of \$ _____."

- d. The amount to be paid by the faculty member to exercise his or her option to acquire a work's copyright may be adjusted from time to time, if for example the amount of the District's support increases (or decreases), but only if the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.
- e. AFT shall receive a copy of any such agreements reached as described above.

15.3.5 Permitted Uses

15.3.5.1 Use of Work when Copyright is Owned by Faculty Member

- a. Uses by faculty member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph 15.3..5.1 b. below), without any further authorization from the District.
- b. Uses by District and College. It is the policy of the District to protect and not to infringe on the copyrights of others within or without the District community. Use of copyrighted works without permission of the owner may subject the user and the District to liability from an infringement action or other possible causes of action. Accordingly, administration, faculty, staff, and students are required to restrict their use of copyrighted materials within the confines of District policies, District guidelines, applicable statutes, and relevant court decisions.

The rights of copyright owners are not exclusive; permission is not necessary for every use. Exceptions to the exclusive rights of copyright owners are numerous and,

among others, include: "Fair Use" of copyrighted works; limited copying of computer programs; certain "Library Exemptions"; application of the "First Sale Doctrine" which allows one who buys a copyrighted work to display and resell it. This doctrine does not apply to sound recordings, computer programs, or distribution through a computer network.

The District recognizes the importance of the use of copyrighted materials in fulfilling its educational mission. It is therefore the policy of the District to encourage proper use of copyrighted materials either through acquiring the permission of the copyright owner or under one of the legitimate exceptions outlined in the preceding paragraph.

The District and its Colleges may do these things themselves, but neither the District nor its Colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

15.3.5.2 Use of Work when Copyright is Owned by District

- a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph 15.3.5.2 b. below), without any further authorization from the faculty members who created those works.
- b. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, only within their scope of employment with the District in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions).

Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

15.3.5.3 Use of Names of Faculty Members, District and Colleges

- a. District's and College's use of faculty member's name. The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason the faculty member does not wish his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

- b. Faculty member's use of name of District or College. Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the

College's name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he or she should have, or identifies the District or College under circumstances when he or she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

15.3.6 Responsibilities

15.3.6.1 *Registration of copyright.* It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office, if the owner so chooses.

15.3.6.2 *Acquiring and paying for necessary rights from third parties.* If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute "substantial support" from the District, so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.

15.3.6.3 *Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work.* If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.

15.3.7 Authorization of individual agreements the terms of which differ from

those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the AFT.

15.3.8 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article IV, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

ARTICLE XVI

CONFERENCE ATTENDANCE

16.1. Procedure for Leave

The District may grant a leave of absence with pay for conference attendance. Approval shall be based upon the criteria of the District Travel Policy and Procedures in effect as of July 1, 2011 and are appended here as Appendix <td>~~the contributions to the District's programs, the equitable distribution of opportunity by Divisions and individuals, and budget limitations.~~

16.2. Modes of Travel

16.2.1. Public transportation services shall be employed where feasible. Air travel shall be by coach class. Other air class seating shall be approved by the College President or designee. When a unit member is authorized to travel by private automobile, reimbursement shall be at the maximum rate allowed by the U.S. Internal Revenue Service, but shall not exceed the cost of air coach airfare. Where two or more unit members travel together by private automobile, only the party furnishing the transportation shall be paid the mileage rate.

16.2.2. Upon the written approval of the Chancellor or designee, an individual may use a District car for travel. There shall be no transportation reimbursement, exclusive of emergency repairs or necessary vehicle service.

16.3 Expense Claims

Reimbursement requests for expenses shall be filed on the standard claim form. The requests shall be certified by the appropriate administrator and approved by the Governing Board for reimbursement.

ARTICLE XVII

SAFETY

17.1. Unsafe Working Conditions

Any on-the-job condition(s) considered to be unsafe or potentially unsafe by a unit member should be reported immediately to their Dean/Director and/or the Risk Manager and/or any member of the Health and Safety Committee. If the Health and Safety Committee determines that the facility and/or equipment poses a serious threat to the health or safety of the unit member, alternative working conditions shall be provided. ~~If, after five (5) working days, the Health and Safety Committee has not reviewed the complaint and the matter is not resolved,~~ The unit member may file a claim with CAL OSHA at any time.

17.2. Personal Safety

17.2.1. Unit members may use such force as is reasonable under the circumstances to protect themselves from attack, to protect another person or property, quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on the person or within the control of another person on District property.

17.2.2. Unit members shall report to their immediate supervisor and appropriate law enforcement authorities incidents in which they have been attacked, assaulted, or menaced by any person on District property.

17.2.3. If legal action is brought against a unit member alleging the commission of an assault or battery in connection with their employment, ~~he/she may request the Governing Board to~~ shall furnish legal counsel. ~~If the Governing Board denies a request to provide legal counsel and the unit member prevails in the proceeding, the Governing Board shall reimburse the unit member for legal fees and any losses in salary, provided the allegation was not an action brought by the District against the unit member.~~

ARTICLE XVIII

GRIEVANCES

18.1. Purpose

The purpose of the grievance procedure is to resolve grievances at the lowest administrative levels, protecting the rights of all parties.

18.2. Definitions and Limitations

18.2.1. A "grievance" is a formal written allegation by a unit member, or AFT in the name of, or on behalf of, a specific unit member or members ~~that~~ for whom there has been a violation, misinterpretation, misapplication, or misimplementation of one or more specific provisions of this contract, or a violation of this contract, written policy, or regulation pertaining to the scope of the unit member's job.

18.2.2. ~~Other matters for which a method of review is provided by law, such as dismissal, FEPC, OSHA, EEDS, or HEW are excluded from this procedure.~~ Other matters for which a method of review is provided by law, such as dismissal; claims of discrimination or retaliation under any of the following acts: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (including the ADA Amendments Act of 2008), the Age Discrimination in Employment Act, the Equal Pay Act, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the California Fair Employment and Housing Act, the Uniformed Services Employment and Reemployment Rights Act, the Educational Employment Relations Act, or Workers' Compensation; are excluded from this procedure. AFT, however, may file a grievance over an alleged violation, misinterpretation, or misapplication of AFT Rights, as specified in Article II.

18.2.3. The term "grievant" is defined as AFT representing a specific unit member or members asserting the claim, or a unit member acting on her or his own behalf. AFT shall has the right to represent the unit member(s) in all aspects of the grievance procedure.

18.2.4. A "day" for purposes of notifications is a regular District business day ~~one of the 175 Board adopted teaching days.~~

18.2.5. The "immediate supervisor" is the lowest level managerial or supervisory position having immediate jurisdiction over the unit member(s) named in the grievance ~~and has been designated by the District as their representative at this level~~

of the grievance procedure.

18.3. Conciliation Procedure

~~18.3.1. AFT shall maintain a conciliation committee to assist unit members in resolving potential grievances. Statements of conduct by AFT and the Governing Board or its designee(s) at this level shall not prejudice subsequent grievance proceedings.~~

18.3.21. Within thirty (30) days after the occurrence of the alleged act or omission, which was the basis for a potential grievance, or within thirty (30) days after the unit member(s) involved knew, or reasonably should have known, of the act or omission giving rise to a potential grievance, the unit member(s) or AFT on behalf of the unit member(s) shall present a statement to AFT Conciliation Committee detailing the potential grievance. Within fourteen (14) days of filing, AFT Grievance Committee may transmit this statement in writing to initiate an informal meeting with the appropriate immediate supervisor in an effort to resolve the potential grievance to establish a time to commence the conciliation process. When an agreement has been reached that resolves the potential grievance at this level, it shall be reduced to writing and said resolution shall be binding on the parties.

18.4. Level 1- Grievance Procedure

When conciliation efforts fail to resolve the issue, AFT, ~~on behalf of~~ or the grievant, within ten (10) working days of the informal meeting may present the grievance in writing to the next level appropriate immediate administrator. The statement shall detail the specific act or conditions, the grounds upon which the grievance is based, and the specific remedy sought. The ~~immediate~~ next level supervisor shall communicate in writing his/her decision to AFT, and the College President, and the Chancellor within ten (10) working days after receiving the grievance. During this period, either party may request a joint conference.

18.5. Level II - Grievance Procedure

If the grievance is not resolved at Level I, AFT or the grievant may appeal the decision in writing to the College President or designee within ~~five (5)~~ ten (10) days after the delivery of the decision by the Level I ~~immediate~~ supervisor. The statement of appeal shall include a copy of the original grievance, the decision rendered, and why the disposition of the grievance at the prior level was unsatisfactory. The President or designee shall communicate a decision in writing to AFT, the grievant, and the Chancellor within ten (10) days after receiving the appeal. ~~Either the grievant, the President, or designee party~~ may request a joint conference during this period.

18.6. Level III - Grievance - Procedure

18.6.1 If the grievance is not resolved at Level II, AFT or the grievant may appeal the decision in writing to the Chancellor or designee within ~~five (5)~~ ten (10) days after the delivery of the decision by the President or designee. The statement shall include a copy of the original grievance, the decisions rendered at Levels I and II, and why the disposition of the grievance at prior levels was unsatisfactory. The Chancellor or designee shall communicate a decision in writing within ten (10) days after receiving the appeal. Either AFT, ~~the Chancellor, or designee~~ party may request a personal conference during this period. The decision of the Chancellor or designee shall be final unless a written appeal is filed with the Chancellor by the unit member to AFT, or AFT acting on its own behalf, within ~~five (5)~~ ten (10) days of the receipt of the Chancellor or designee's decision.

18.6.2 Upon mutual written agreement of the parties, within ~~five (5)~~ ten (10) days after receipt of the decision, a mediator from the California State Mediation and Conciliation Service may be contacted to facilitate the resolution of the grievance. If the issue is still not resolved, AFT (or the grievant in cases of discipline only) may then proceed to arbitration. Costs for the services of the mediator shall be borne equally by AFT and the District. If the grievant is not being represented by AFT, the District shall pay the full cost of the mediation.

18.7. Level IV - Grievance Procedure

18.7.1. AFT (or the grievant in cases of discipline only) shall notify the District in writing of its decision to seek arbitration within ten (10) days after the receipt of the decision of the Chancellor or designee.

18.7.2. Questions as to the arbitrability if at issue, shall be decided by the arbitrator prior to a determination of substantive issues. Submission to arbitration shall be made to the California State Mediation and Conciliation Service which will provide a list of five (5) names, in the absence of an approved panel of arbitrators. AFT and District shall alternately strike a name; the remaining person, upon mutual agreement, shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules or the Expedited Labor Arbitration Rules of the American Arbitration Association. The parties agree to establish a panel of five (5) arbitrators from which they will consecutively select to hear each case that reaches arbitration.

18.7.3. The arbitrator shall be empowered to hold hearings, set procedural rules, and require such evidence or testimony as he/she may judge necessary. His/her decision shall be in

writing (unless mutually agreed to by the parties) detailing all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not require any action prohibited by law or that violates the terms of this Agreement e contract. The decision of the arbitrator shall be final and binding on AFT and the District.

18.8. Grievance Process Policies

- 18.8.1.** A grievant shall have the right to have a representative present at all levels of the grievance process ~~Level I, Level II, Level III, and Level IV.~~
- 18.8.2.** Records pertaining to a grievance shall be kept in a grievance file separate from the individual grievant's official District personnel file.
- 18.8.3.** If the presence of an AFT representative employee is necessary at a meeting between the grievant and the District during the work day to resolve a grievance, the employee representative and/or grievant shall be released from duties without loss of pay. A reasonable amount of release time shall be granted to AFT to process grievances.
- 18.8.4.** AFT shall have the right to state its views at all levels of the grievance procedure. When the grievant represents herself/himself, the District shall not agree to resolution of the grievance prior to AFT receiving a copy of the proposed resolution and having a minimum of ~~five (5)~~ ten (10) working days to file a written response.
- 18.8.5.** Costs for the services of the arbitrator and related hearing costs shall be borne equally by AFT and the District. In cases of appeal of discipline where the grievant is not being represented by AFT, the District shall pay the full cost of the arbitration.
- 18.8.6.** The parties shall make available all ~~nonconfidential~~ documents and data in their possession pertaining to the grievance.
- 18.8.7.** If the District representative does not respond to the grievance within the designated time, the grievant may appeal to the next level.
- 18.8.8.** Mutual agreement of the parties may extend or shorten the time limits specified at each level of the procedure.
- 18.8.9.** The grievance forms shall be jointly developed by the District and AFT. The cost of preparing and printing the forms shall be shared equally by the parties.

18.8.10. No punitive action shall be taken by the District, AFT, the grievant, or any representative of the parties for participating in the grievance process.

ARTICLE XIX

DISCIPLINE AND DUE PROCESS

19.1 Definitions and Rights

19.1.1 Within the parameters as set forth in the following Sections of this Article XIX, the District shall maintain the right to warn, reprimand, suspend, demote or discharge any unit member only for cause.

19.1.2 Discipline includes counseling sessions, written warnings, written reprimands, suspensions without pay, or dismissals for cause. Disciplinary procedures must be initiated no later than thirty (30) calendar days following the occurrence or knowledge by the District of said incident. In the case where a unit member demonstrates either continuing or repeated problems, or several infractions which all relate to one of the causes delineated in Section 19.1.5 below, the unit member may be disciplined on all such incidents occurring within a two (2) year period preceding the filing of the notice of cause. Any documentation regarding incidents of misconduct which occurred during this two (2) year period preceding the filing of the notice of cause must have already been placed in the unit member's official personnel file.

All documentation of misconduct resulting in discipline must be placed in the unit member's official personnel file within thirty (30) days of the imposition of the discipline. No reprisal of any kind shall be taken against a unit member based upon materials, which are not in the unit member's official personnel file in the District Personnel Office.

No disciplinary action shall be taken for any cause that arose two (2) years before the date of filing of the notice of cause, unless the cause was concealed or not disclosed by the unit member when it could be reasonably assumed that the unit member should have disclosed the facts to the District.

19.1.3 When problems arise in the performance of assigned duties and responsibilities, the District will make reasonable attempts to assist the unit member in correcting those problems. When discipline is warranted, such discipline shall be:

1. Administered progressively;
2. Based upon thorough investigations of allegations of misconduct;
3. Proportionate to the alleged offense.

Nothing herein shall limit the District's ability to respond to serious offenses by taking action not usually prescribed as an initial step in a progressive discipline process.

19.1.4 Unit members shall be free from disciplinary action without proper regard for due process as defined in this Article and as required by law. The burden of proof shall at all times remain with the District.

19.1.5 No unit member shall be disciplined or dismissed except for one or more of the following causes

1. Intentionally falsifying information supplied on District personnel records or any other District records;
2. Absence from assigned District work without reasonable cause and proper authority; or failure to report to District work after leave of absence has expired, or after such leave of absence has been disapproved or revoked and canceled.
3. Threatening, coercing, intimidating, or assaulting employees or supervisors at any time, or in any way violating District policies and procedures relating to workplace violence;
4. Misuse or unauthorized removal from District premises of records, equipment, files, documents, or confidential information;
5. Theft or misappropriation of property of employees or of the District;
6. Permanent or chronic physical ailment or defect which, subsequent to the exhaustion of all leaves, incapacitates the unit member from the proper performance of essential job functions even with accommodations;
7. Conviction of a criminal offense involving moral turpitude, which shall be construed to mean any act of baseness, vileness or depravity; or any act contrary to justice and honesty; or any act done with deception, or through corrupt motives. The commission or conviction of certain minor offenses do not fall within the scope of this definition;
8. Negligence or willful misconduct during assigned work hours or on District premises which has caused damage to public property or a waste of District supplies;
9. Incompetence, neglect of duty, or inefficiency in the performance of assigned duties;
10. Solicitation or acceptance for personal use of a fee, gift, or other valuable thing in the course of assigned work in exchange for providing favorable or better treatment than that afforded other persons;
11. Engaging in activity which is a conflict of interest as defined in District policy or state law;
12. Intentional disobedience of a lawful order or directive given by the unit member's supervisor or any other superior with authority to make the order or directive, or insolent behavior that challenges the supervisor's authority or any other supervisor or manager;
13. Sexual or any other unlawful harassment;
14. Disorderly conduct which hinders the regular or normal operation of the District;
15. Off the job misconduct for which a job nexus exists;

16. Making or publishing of false, vicious or malicious statements concerning any District employee, supervisor or manager when such statements are not actually protected by law;
17. Any conduct that is not otherwise protected by law and is of such a nature that it causes discredit to the District, or is in conflict with the furtherance of District goals and objectives;
18. Hindering the regular or normal operation of the office or site because of excessive absenteeism from the unit member's District assignment;
19. Performance of District assigned work while under the influence of alcohol or any illegal intoxicants;
20. Violation of any lawful or official District policy, procedure or regulation.

19.2 Due Process

19.2.1 All unit members shall be provided a pre-disciplinary hearing conducted by the appropriate management employee next in line to the recommending manager, prior to implementation of any disciplinary action more severe than a five (5) day suspension.

19.2.2 For disciplinary actions of suspension or other loss in compensation or property rights equal to or less than in severity to a five (5) day suspension, the pre-disciplinary hearing process delineated in Sections 19.2.4 and 19.2.5 below may be held after the imposition of the discipline. All of the other provisions of Sections 19.2.4 through 19.2.7 shall still apply in these cases.

With the exception of those cases where Section 19.2.2 above applies, all unit members who are either orally or in writing directed not to return to work pending an investigation, or pending the imposition or the possible imposition of discipline, shall be considered to be in paid administrative leave status.

19.2.3 Notice of Pre-Disciplinary Hearing

In all discipline cases requiring a pre-disciplinary hearing, notice of such discipline shall be made in writing and served upon the unit member in person or by registered or certified mail. The notice shall include the following:

1. A statement of the proposed disciplinary action;
2. A statement of the charges from Section 19.1.5 of this Article upon which the proposed disciplinary action is based;
3. A statement of the facts and evidence upon which the proposed disciplinary action is based;
4. A statement of the unit member's right to review or receive copies of any and all supporting documents or evidence

related to the alleged misconduct upon which the proposed disciplinary action is based;

5. A statement of the unit member's right to respond orally or in writing or both;
6. A statement of the unit member's right to have representation at the pre-disciplinary hearing.

19.2.4 Pre-Disciplinary Hearing Timelines

The unit member must respond to the pre-disciplinary notice no later than ten (10) working days after delivery of the written notice.

The pre-disciplinary hearing date and time shall be set no sooner than fifteen (15) working days after delivery of the written notice, unless an earlier or later date is mutually agreed upon. After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the unit member and his/her representative in writing of the final decision regarding the recommended discipline within twenty (20) working days of the pre-disciplinary hearing.

19.2.5 Final Notice of Discipline

If, subsequent to the pre-disciplinary hearing, it is determined that discipline is to be imposed, a final notice of disciplinary action shall be sent to the unit member by registered or certified mail or personally served upon the unit member. This final notice of disciplinary action shall contain the following:

1. A statement of the exact discipline to be imposed and the effective date(s);
2. A statement of the charges from Section 19.1.6 of this Article upon which the disciplinary action is based;
3. A statement of the facts and evidence upon which the final decision to impose discipline was based;
4. A statement of the unit member's right to appeal the disciplinary action within ten (10) working days from the date of receipt of the final notice of disciplinary action;
5. A separate card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges.

19.2.6 Appeal of Discipline

Unit members who are deprived of salary or other loss in compensation or property rights as a result of the imposed discipline may appeal the disciplinary decision under Article XVIII, Level IV, Arbitration, of the Grievance Procedure. Nothing herein shall prevent the parties from mutually agreeing to utilize section 18.6.2, Mediation, of Article XVIII, prior to Level IV, Arbitration.

ARTICLE XIX XX

SAVINGS CLAUSE

19 20.1. If any provision of this ~~contract~~ Agreement or its application to a unit member is held to be contrary to law by a court of competent jurisdiction, such provisions or applications shall not be deemed valid and subsisting, except permitted by law, but all other provisions or applications shall continue in full force and effect. Upon request of either party, the parties shall meet within thirty (30) days after any such ruling for the purpose of renegotiating the affected provision(s).

ARTICLE XXI

SUPPORT OF AGREEMENT

20 21.1. AFT and the District recognize the duty and obligation of its respective representatives to comply with the provisions of the this contract Agreement and to extend every effort for the implementation of all its provisions.

ARTICLE XXII – DURATION AND CONDITIONS

COMPLETION OF MEET AND NEGOTIATIONS

~~21.1.~~ The District and AFT agree to salary and benefits from July 1, 2003 through June 30, 2004 as specified in Article IX, Section 9.1.1.

~~21.2.~~ The District and AFT agree to a three (3) year contract (July 1, 2003 through June 30, 2006) with the following provisions:

~~21.2.1.~~ Either party may reopen on two articles, each year.

~~21.2.2.~~ Salary and Fringe Benefits will be reopened each year.

22.1 Any individual agreement between the District and individual faculty member within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

22.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies and procedures of the District.

22.3 For the duration of this Agreement, the AFT and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.

22.4 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

22.5 The duration of this Agreement shall be from July 1, 2012 through June 30, 2015.

22.6 The parties agree to reopen Article IX, Section 9.1, Salary, each year the District receives either COLA, growth, or any other type of increase in continuous funding. The parties also agree to reopen any additional articles as mutually agreed.

ARTICLE XXII

TERM

22.1. ~~The contract shall remain in full force and effect, subject to the agreed upon reopeners, from July 1, 2003 through June 30, 2006. The contract shall continue in effect, thereafter year by year until one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate this contract.~~