

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

(COLLEGE FACULTY)

WITH

**GROSSMONT-CUYAMACA COMMUNITY
COLLEGE DISTRICT**

FOR THE PERIOD

11/01/2014 – 06/30/2017

Updated September 4, 2015

TABLE OF CONTENTS

ARTICLE I	Recognitions, Definitions, and Membership.....	1
	1.1. Recognition	
	1.2. Definitions	
	1.3. Payroll Deduction	
ARTICLE II	AFT/District Relations	3
	2.1. Consultation	
	2.2. Access to Information	
	2.3. Use of Facilities	
	2.4. Reassigned Time	
	2.5. Academic Freedom/Freedom of Expression	
	2.6. Contracting Out	
	2.7. Restricted Contract Faculty	
ARTICLE III	District Rights and Effect of Agreement.....	6
ARTICLE IV	Governance and Participation.....	7
	4.1. Reassigned Time	
	4.2. Selection of Department Chairs	
	4.3. Selection of Instructional Program Coordinators	
	4.4. Compensation for Department Chairs and Coordinators	
ARTICLE V	Evaluation and Tenure	10
	5.1. Purpose and Guidelines	
	5.2. <i>deleted</i>	
	5.3. Evaluation Components	
	5.4. Summary Reports and Summary Ratings	
	5.5. Evaluative Criteria and Instruments	
	5.6. Evaluation of Tenure-Track Faculty for Tenure	
	5.7. Evaluation of Tenured Faculty	
	5.8. Evaluation of Part-time Faculty and Early Retirement Incentive Program Participants	
	5.9. Evaluation of Temporary Restricted Contract Faculty	
ARTICLE VI	Personnel Files	24
ARTICLE VII	Working Conditions.....	26
	Full-Time Faculty	
	7.1. Counseling Faculty	
	7.2. Learning Resource Faculty	
	7.3. Other Non-Classroom Faculty	
	7.4. Instructional Faculty	

- 7.5. Contract Instructional Faculty
- 7.6. Management, Confidential, and Supervisory Instructors
- 7.7. WSCH/FTE Operating Levels
- 7.8. Semester Teaching Load
- 7.9. Overload Banking
- 7.10. Number of Class Preparations
- 7.11. Large Class Equivalency (L.C.E)
- 7.12. Large Class Compensation and Teaching Assistants
- 7.13. *deleted*
- 7.14. Reduced Load
- 7.15. Transfer
- 7.16. Academic Calendar
- 7.17. Graduation
- 7.18. Online Instruction

ARTICLE VIII Faculty Service Areas, Assignment, Reassignment, Transfer, Layoff, and Reemployment..... 42

- 8.1. Faculty Service Areas
- 8.2. Layoff and Reductions in Force
- 8.3. Retraining
- 8.4. Assignment
- 8.5. Reassignment of Faculty
- 8.6. Transfer of District Administrators to Faculty Positions
- 8.7. Change in Definition of "Discipline"
- 8.8. Right to Grieve

ARTICLE IX Compensation and Benefits 47

- 9.1. Compensation
- 9.2. Benefits

ARTICLE X Retirement..... 49

- 10.1. Pre-retirement Work Load Reduction
- 10.2. Re-Employment for Retired Tenured Faculty
- 10.3. Early Retirement Incentive For Tenured Faculty

ARTICLE XI Part-time Faculty..... 53

- 11.1. Intent
- 11.2. Definitions
- 11.3. Reemployment Preference
- 11.4. Salary and Status
- 11.5. Reductions
- 11.6. Facility Access
- 11.7. Retirement Program
- 11.8. Part-Time Hiring for Tenure-Track Faculty Vacancies
- 11.9. State Disability Insurance for Part-Time Faculty

ARTICLE XII Summer and Intersession..... 58

ARTICLE XIII	Leaves of Absence	60
	13.1. Sick Leave	
	13.2. Sick Leave Donation	
	13.3. Personal Necessity Leave	
	13.4. Bereavement Leave	
	13.5. Personal Leave	
	13.6. Professional Opportunity Leave	
	13.7. Military Leave	
	13.8. Judicial Leave	
	13.9. Legislative Leave	
	13.10 Coaching Leave	
	13.11. Family Care Leave	
	13.12. Pregnancy Disability Leave	
	13.13. Industrial Accident and Illness Leave	
ARTICLE XIV	Sabbatical Leave	71
	14.1. Philosophy	
	14.2. Purpose	
	14.3. Eligibility	
	14.4. Length of Leave	
	14.5. Application Procedure	
	14.6. Selection Procedure	
	14.7. Notification Procedure	
	14.8. Report on Sabbatical Leave Activities	
	14.9. Compensation	
	14.10. Sabbatical Leave Committee	
ARTICLE XV	Professional Growth Activities	76
	15.1. Academic Course Work	
	15.2. Other Professional Growth Activities	
	15.3 Intellectual Property Rights	
ARTICLE XVI	Conference Attendance	78
	16.1. Procedure for Leave	
	16.2 Modes of Travel	
	16.3 Expense Claims	
ARTICLE XVII	Safety.....	79
	17.1. Unsafe Working Conditions	
	17.2. Personal Safety	
	17.3 Discipline of Students	
ARTICLE XVIII	Grievances	81

- 18.1. Purpose
- 18.2. Definitions and Limitations
- 18.3. Conciliation Procedure
- 18.4. Level I - Grievance Procedure
- 18.5. Level II - Grievance Procedure
- 18.6. Level III - Grievance Procedure
- 18.7. Level IV - Grievance Procedure
- 18.8. Grievance Process Policies

ARTICLE XIX	Discipline and Due Process.....	85
ARTICLE XX	Savings Clause and Support of Agreement.....	90
ARTICLE XXI	Not-For-Credit Instructors.....	91
ARTICLE XXII	Duration and Conditions	92

ARTICLE I

RECOGNITIONS, DEFINITIONS, AND MEMBERSHIP

1.1. Recognition

The Grossmont-Cuyamaca Community College District Governing Board recognizes the American Federation of Teachers, Local 1931, CFT, AFT, AFL-CIO , herein referred to as "AFT," as the Exclusive Representative of the employees in the unit as defined in subsection 1.2 in accordance with the certification issued by the Public Employment Relations Board July 7th, 2009, Case No. LA-DP-369-E pursuant to a Board-conducted secret ballot election. Additionally, the District recognizes the Guild as the exclusive representative of the Continuing Education non-credit faculty in accordance with PERB Case No. LA-UM-863-E, (February 28, 2013, Appendix <tbd>), and the not-for-credit instructors in accordance with the parties' settlement agreement dated February 27, 2014 (Appendix <tbd>). No provision in this Agreement shall apply to not-for-credit instructors except where expressly stated in Article XXI.

1.2. Definitions

The Unit represented by AFT shall include all employees in academic/instructor positions assigned to the college, continuing education, or community service programs, including all temporary, contract, and regular faculty members (as defined by the Education Code), whether full or part-time, including those with classroom and non-classroom assignments. Excluded from this unit are all classified supervisory, management, and confidential employees as defined in the Education Code and 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 unit members shall begin upon commencement of employment.
- 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 requests and is granted a religious accommodation from the payment of agency fees shall pay, in lieu of a fair share fee, sums equal to such fee to either the San Diego Alliance on Community Involvement, the Center on Policy Initiatives Students for Economic Justice Internship Program, or the Grossmont-Cuyamaca Foundation. AFT shall transmit these funds directly to the charitable organization of choice upon receipt of these fees from the District. A copy of said transmittal shall be sent to the unit member. Employees must apply for this exemption through the AFT.
- 1.3.4** 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.
- 1.3.5** AFT shall notify all unit members and the District of any dues changes.
- 1.3.6** 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.
- 1.3.7** 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.
- 1.3.8** 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 as authorized in writing by the employee for all such purposes delineated in Education Code section 87040, in addition to and including deductions for annuities, charities, professional dues, and payment for medical benefits for dependents over age 23 not eligible for coverage under the District plan.

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 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, within a reasonable amount of time from the date of the request. AFT shall pay any reasonable copying costs associated with providing requested 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 employee ID or social security number, 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 and District Executive Council.

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.

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, although they cannot be required to use the District email account as their primary email account. District emails to faculty will be sent to District email accounts. Faculty are responsible for reviewing District communications to their District email account. Faculty shall be allowed to forward emails from their District account to their personal email account.
- 2.3.7.** Faculty who have assigned office space on campus shall have access to that space when the campus is open. Faculty who need to access their office during times when the campus is closed (currently, 11:00 pm to 5:00 am and during some recess periods) in cases of emergency may contact Campus and Parking Services to inquire if access can be granted.

2.4. Reassigned Time

- 2.4.1.** The District shall provide 2.0 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 8 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 Director of Employee and Labor Relations in writing 45 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 LED reassigned time per semester for each of the two Academic Senate Presidents.

2.5 Academic Freedom/Freedom of Expression

Consistent with Board Policies 3905, 4030, and 4035 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 and freedom of expression afford 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 constitutional protections of free speech.

2.6 Contracting Out

The District agrees to meet and confer with AFT over any proposal to contract out services performed by bargaining unit classifications.

2.7 Restricted Contract Faculty

Faculty hired under a restricted contract who are not on a tenure-track 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** It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control District operations as provided by law, except as modified by this Agreement. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; provide final approval of curricular changes as per Board Policies; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; and take action in the event of an emergency where exists a risk to health or safety. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees subject to the terms of this Agreement.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with law.

This section shall not be subject to the grievance procedure.

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 a temporary interim or acting 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 interim assignment.

All activities determined by the District 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.

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 shall be two (2) years and 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 term of office, for the purpose of nominating one

(1) person acceptable to the members of the Department (if acceptable to the department members and the Dean, co-chairs may be elected, only one co-chair needing to be tenured). 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 tenured/tenure-track_faculty members with a majority of her/his contract assignment in the Department shall be eligible to vote in the election of the Department Chair. The dean will vote to break any tie.

Only tenured faculty members may serve as Department Chair. Tenure-track faculty members may run for Department Chair, 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 tenure-track faculty member in the department may be a candidate for Department Chair. In the case of a department where there are no tenured or tenure-track faculty members, the Dean may assign a department chair from among adjunct faculty volunteers. No adjunct faculty member may be forced to take on this assignment.

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.

Faculty who are assigned as a Program Director may be reassigned at any time by the District to an available regular faculty assignment.

4.2.3.

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.

4.2.3.1 The term of office shall commence no later than the beginning of the fall semester on a date mutually agreed upon by the Dean and the newly elected Department Chair.

- 4.2.4.** After one (1) semester, if a Chair's performance is considered unsatisfactory by the Dean or upon submission of a recall petition signed by a majority of the tenured/tenure-track faculty members of

the Department, the appropriate administrator shall call for an election to select a new Chair to serve the remainder of the term. The chair who is being recalled is eligible to run as candidate in this new election.

- 4.2.5. If the Chair resigns the position, or is on an approved leave, 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 An Instructional Program Coordinator is defined to be the faculty program leadership position that is required by an outside accrediting or specialized licensing agency.

- 4.3.1~~2~~ Instructional Program Coordinators will be selected by the appropriate administrator.

4.4 Compensation for Department Chairs and Coordinators

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

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

4.4.2.1 Reassigned Time

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

4.4.2.3 A portion of the LED may be banked.

4.4.3 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>**. If any period of time during summer or intersession is a part of the unit member’s normal contractual assignment, this provision shall not apply for that period of time which is a part of the unit member’s normal contractual assignment.

ARTICLE V- *Effective Spring Semester 2015*

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 help employees who are performing satisfactorily to continue their own professional development.
 - 5.1.1.3.** To identify performance that needs improvement and assist employees in achieving 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 related to her/his job performance.
 - 5.1.2.2.** To the institution, in facilitating the achievement of the highest possible standards of performance.
- 5.1.3.** The evaluation process includes:
- 5.1.3.1.** Contributions by the evaluatee, students, administrator, and peer(s).
 - 5.1.3.2.** Clear and relevant criteria related to the evaluatee's current job description and her/his currently assigned duties.
 - 5.1.3.3.** Objective methodologies applied in a timely fashion in accordance with the procedures delineated herein.
 - 5.1.3.4.** Acknowledgment of good performance, a process of remediation, and justification for the renewal or termination of employment.
- 5.1.4.** The evaluation and tenure processes shall be free from unlawful discrimination on the basis of any protected classification as well as, any political party, social, or community organizational affiliation, or concurrent employment in the District by members of the same family as per Board policy.
- 5.1.5.** The evaluation may be based upon information obtained through the use of recording devices only with the prior written permission of

the evaluatee.

- 5.1.6. Evaluative comments must be supported by the direct observations of currently assigned job duties, as well as other documented information since any prior evaluation.
- 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 evaluatee shall be notified within ten (10) working days by the appropriate administrator of any commendation/complaint made for/against the evaluatee that may affect the evaluation process. No administrative disciplinary action shall be taken prior to consultation with the evaluatee. The evaluatee 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 for adjunct faculty evaluations, the Dean or appropriate manager conducting tenured faculty evaluations, or in the case of tenure-track faculty, to the chair of the Tenure Review Committee.
- 5.1.8. Anonymous written comments included in the formal student evaluation instrument shall not be used in determining the final evaluation score. Anonymous student comments are solely intended for the edification of the evaluatee.
- 5.1.9. A unit member may authorize, in writing, an AFT representative to review his/her completed evaluation/tenure documents. The authorized representative shall have all of the same privileges of inspection that are a right of the evaluatee.
- 5.1.10. Timelines for evaluations in this Article assume that assignments are a full semester in length. Where this is not the case, the appropriate administrator, in consultation with the Department, will make reasonable modifications to the timelines and will be responsible for seeing that the revised schedules are administered as consistently as possible throughout the college.
- 5.1.11. All evaluatees shall be notified as soon as possible during the semester their evaluation is scheduled that they are going to be evaluated, but in no case any later than the end of the third week of their assignment.

5.3. Evaluation Components

For purposes of evaluation, a "review" is defined as an 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 and

her/his currently assigned duties. Additional reviews 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 appropriate Vice-President to appoint a replacement. The evaluatee's claim of perceived bias must be verifiable with concrete evidence. The burden of proof of alleged bias remains with the evaluatee.

Except as noted under section 5.3.3.3, all faculty members' evaluations shall 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 is qualified in the same faculty service area (FSA) as the evaluatee. When this requirement cannot be met, then the peer shall be drawn from a related discipline at either college. When the evaluatee is being evaluated for an online assignment, the peer evaluator(s) should also have experience in online assignments. In exceptional circumstances when a subject matter expert cannot be found within the District, a peer with the subject matter expertise can be selected from outside of the District upon approval of the College President.

5.3.1.2. In cases where the peer does not complete the evaluation, the management component of the evaluation process shall count additionally in place of the peer component.

5.3.2. Management Component.

For purposes of evaluation, the "manager" is defined as the supervisor who has direct authority over the evaluatee at the time the evaluation occurs (except in cases where a replacement is identified by the Vice-President following the provisions of Section 5.3).

A management review of faculty performance 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 every class section for all faculty, as soon as the parties can implement a practical system for doing so. In the interim, student evaluations will be conducted for those faculty currently undergoing a formal evaluation following past practices. Evaluations may be administered by a peer evaluator, management evaluator, designated classified staff member, or designated faculty member provided compensation is given at the faculty member's non-classroom hourly rate. Evaluations may only occur following the commencement of the fifth (5) week of the class, and at least four (4) weeks prior to the end of the semester. Days and hours selected shall not interfere with scheduled examinations or other in-class assignments where the entire class period is needed for pedagogical reasons, and will be coordinated wherever possible with management or peer evaluations.

5.3.3.1.1. A student component shall be included in the evaluation of distance education faculty assignments. Student Instructor Evaluation Form – Distance Education may be found in appendix H-26A and H27A. On-line student evaluations shall be administered via confidential automated survey process. The parties agree to meet and confer in an attempt to improve student response rates for evaluation of online assignments.

5.3.3.2. Non-instructional Faculty

A student component shall be included in the evaluation of non-classroom faculty. 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.

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

Completion of a written self-evaluation is required for all tenure-track faculty. Completion of a written self-evaluation is voluntary for all other faculty.

All faculty are required to acknowledge by checking the appropriate box on the evaluation form at the time of signing the summary report that he/she has participated in the assessment of student learning

outcomes and discussions with colleagues about using the information to improve teaching and learning.

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 component is not weighted on the Summary Form.

The Self-Evaluation/Personal Statement shall be due six weeks after tenured or part-time faculty have been notified they are being evaluated, and shall be due by the end of the sixth week of the semester for tenure-track faculty members.

- 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 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 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 from 5 (Strongly Agree) 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 and a calculated Summary Rating except where excluded per section 5.3.3.3.;
- (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 tenure-track faculty, and are specified in Section 5.6.2).

Weighting of the Summary Ratings for 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 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.

5.1. 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 evaluatee and her/his evaluators.

5.6. Evaluation of Tenure-Track Faculty for Tenure

Tenure Review Coordinator (*Moved from 5.2.2.*)

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 tenured faculty member. The Tenure Review Coordinator shall coordinate all tenure review activities, including training of Tenure Review Committee members, and

implementation of tenure and evaluation policies detailed in this Agreement. Compensation in the form of reassigned time for the Tenure Review Coordinator 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 tenure-track faculty member and shall be composed of the appropriate manager 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 selected by the tenured faculty of the department where the evaluatee is assigned to serve as peer evaluators. If there are not enough tenured peer evaluators available to serve, the Dean in conjunction with the Department Chair will select the peer evaluators.

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 an in-service training session jointly sponsored by the District, the AFT, and the Academic Senate 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; (4) informing all committee members of relevant deadlines; and, (5) other officially designated duties.

5.6.2 Evaluation Procedures

5.6.2.1. Tenure-track faculty shall be evaluated at least 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. The evaluatee shall receive, from the committee chair, copies of the blank evaluation instruments at this meeting.

5.6.2.3. The evaluatee will provide the committee with the relevant written materials as specified below prior to the end of the 6th (sixth) week of the semester (or equivalent for short-term classes). 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, grading system, etc. For non-instructional faculty, these shall include all materials deemed appropriate by the committee.

- 5.6.2.5.** Observations in the candidate's first (1) semester of employment will be done after week six (6) of the semester (or equivalent for short-term classes).
- 5.6.2.6.** Classroom visitations in the candidate's second (2) through eighth (8) semesters of employment will be done anytime after the 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 the evaluatee a single Summary Rating on a 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 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 two (2) weeks by prior to the end of the semester to 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
- 5.6.2.13.** The committee shall present its preliminary Summary Report and preliminary recommendations to the candidate no later than (1) week 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.

NOTE: Sections 5.6.2.15.1 through 5.6.2.15.4 not applicable for third year tenure-track candidates.

5.6.2.16. An Overall Summary Rating of less than 3.50 shall constitute grounds for exercising options in subsections 5.6.2.15.3 or 5.6.2.15.4 (not applicable for third year tenure-track candidates). However, in exceptional circumstances, an overall summary rating of less than 3.50 need not be the sole basis upon which to exercise these options.

5.6.2.17 For all tenure-track faculty other than third year candidates, the College President shall send a written notice via US mail, courier service, or personal delivery 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 in this notice.

5.6.2.18. Pursuant to Education Code §87610.1 (b) through §87610.1 (e), a first, second, or fourth year tenure-track faculty member whose employment is terminated may grieve the decision following the grievance procedures delineated in Article XVIII based on the grounds listed in Education Code §87610.1 (b).

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 three (3) 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: a "review" as defined in subsection 5.3., 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) no later than three (3) weeks prior to the end of the semester.

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 in 5.7.2.2.

5.7.4. Student Component

- 5.7.4.1.** Student Evaluations of tenured faculty undergoing 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.

- 5.7.5.1.** 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 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 within 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 (2) weeks of the completion of all observations if possible, and in all cases no later than two (2) weeks prior to the end of the semester during which the evaluation is administered. Should the manager or peer evaluator fail to complete or sign the evaluation form(s) in the timelines delineated in this Article, the summary report shall be submitted to the Vice-President without the manager or peer's evaluation and the evaluatee's summary rating shall be weighted accordingly under section 5.4. Failure of the evaluatee to meet the timelines delineated in this Article shall not prohibit the evaluation from being finalized without her/his input and placed in the evaluatee's personnel file.

5.7.5.6. In the event that requirements for improvement of performance detailed in the Plan For Improvement remain unresolved 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 Education Code, sections 87600 et. seq.

5.8. Evaluation of Part-time Faculty and Early Retirement Incentive Program Participants

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. 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 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 as 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 three (3) peers, as defined in section 5.3.1.1, chosen by the evaluatee. The names of peers submitted must agree to be willing to serve prior to submission of her/his name. If the names of three peers are not submitted in a timely manner, the appropriate administrator in consultation with the Department Chair/Coordinator will select the Peer Reviewer.

5.8.2.2. For purposes of evaluation, a "review" is defined in Subsection 5.3. The evaluator will summarize observations on the Evaluation Form and will give the evaluatee a single summary rating on a nine-point scale.

5.8.3. Management Component

5.8.3.1. At the discretion of the manager, evaluation of part-time faculty shall include a Management Component, as specified in Section 5.3.2. Guidelines shall be the same as those specified for Peer Reviewers in Section 5.7.2.2.

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.

5.8.5.1. In the event that an evaluatee receives 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 part-time faculty members who do not have re-employment preference:
An Evaluation Summary Rating of 3.49 or lower shall constitute grounds for either:

5.8.5.2.1. Non re-hire in a subsequent semester, OR

5.8.5.2.2. A written plan for improvement. The

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

- 5.8.5.3.** For part-time faculty members who have re-employment preference or are participants in the tenured faculty Early Retirement Incentive program:

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.

In cases where the evaluation results in a summary rating of less than 2.0, 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, department chair, and dean, within two (2) weeks of the completion of all observations if possible, and in all cases no later than two (2) weeks prior to the end of the semester during which the evaluation is administered.

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

5.9.1. A temporary restricted 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. Thereafter, the temporary contract faculty member shall be evaluated at least every three (3) years. These evaluations shall be

administered in accordance with section 5.7, with the exception that the evaluatee is not eligible for tenure.

5.9.2 By the end of the semester the Review Committee must recommend to the President that the candidate:

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

5.9.2.2 Be continued as a restricted 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.

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, or as required by law, warrant, subpoena or court order.
 - 6.2.1. A representative of the unit member's choosing may accompany the unit member in this review.
 - 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 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 in his/her personnel file over four (4) years old, except for those records required by law to be retained for a longer or indefinite period. The Vice-Chancellor of Human Resources shall grant or deny such a request in writing within thirty (30) days of request. If denied, the request and denial shall become part of the personnel file. The denial of the request may be grieved if the unit member believes the basis of the denial is objectively unreasonable. Nothing herein shall deny the unit member from requesting removal of material in his/her personnel file again after a previous request was made and denied, provided the subsequent request is not made less than one year from the date of any prior request. Each subsequent request shall follow the same procedure provided for the initial request.
- 6.6** If any email messages of an individual unit member are going to be accessed by the District, the District must first notify the unit member regarding the proposed access unless the access would compromise an ongoing investigation. In cases where the District maintains that prior notice of accessing the emails would compromise an ongoing investigation, the District shall notify the unit member no later than 30 (thirty) days following the conclusion of the investigation. Email messages that are part of the regular and on-going business practices of the District (such as computer maintenance) are not subject to this provision.

ARTICLE VII *Effective Spring Semester 2015*

WORKING CONDITIONS

FULL-TIME FACULTY

7.0 Instruction and other services shall be scheduled Monday through Saturday. Unit members may only be assigned on Saturdays by mutual agreement between the unit member and his/her dean. All unit members are expected to work forty (40) hours per week which shall predominantly be devoted to direct student contact for the purpose of instruction, academic counseling, or learning resource assistance as delineated below.

7.1 Counseling Faculty

Counseling faculty are employed for a basic work week of forty (40) hours to be comprised of 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 include direct student contact, as defined in the official job descriptions under, Career and Occupational Counseling, and Personal Counseling (see Appendices K-6, K-7, and K-8), and as referenced in the "Core Functions of Counselors" as defined in the *Standards of Practice for California Community College Counseling Faculty and Programs* published by The Academic Senate for California Community Colleges, and may also include administrator approved meetings or other related counseling duties as assigned by the dean. Five (5) hours of other duties which may be conducted within the thirty (30) hours of on-campus time, may include, serving on a committee, serving as a faculty advisor of a student club, or other appropriate duties as defined in the Counselor job descriptions. The dean shall have right of assignment in finalizing the student counseling schedule with input from counseling faculty and department chair to ensure sufficient time is spent on direct student contact. The student counseling schedule need not be the same at both colleges. Counselors shall not be required to work more than 193 days annually (July 1-June 30) as part of their contractual assignment unless agreed to by the unit member and the District.

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 such as:

- Working with students in analyzing and understanding assignments;
- Directing students in devising and executing a search strategy;
- Recommending sources in various subjects to students and provide instruction in the use of reference materials;
- Guiding and assisting other faculty in selecting materials;

- Conferring with classroom faculty on library orientation activities for their classes;
- Performing information searches when appropriate and prepare bibliographies;
- Planning and preparing displays and exhibits;
- Performing other duties as detailed in the job description found in Appendix K-5.

The remaining 10 hours shall be spent on other duties such as serving on Campus/District committees, serving as a faculty advisor of a student club, or other duties related to the job description found in Appendix K-5.

The days, hours, and assignments of Learning Resource faculty shall be scheduled by the appropriate administrator or designee after consultation with the unit member and department chair. Learning Resource Faculty shall not work less than, or more than, 193 days annually (July 1 – June 30), as part of their contractual assignment.

7.3. Other Non-Classroom Faculty

Other non-classroom faculty are employed for a basic work week of forty (40) hours to include thirty (30) hours of scheduled duties. Scheduling shall be done by the appropriate administrator or designee after consultation with the unit member.

7.4. Instructional Faculty

7.4.1. The assignment of the days of service for each academic year shall be determined by the school calendar adopted by the Board of Trustees after consultation with AFT.

7.4.2. The forty (40) hour workweek for teaching faculty shall be comprised of lecture hours or their equivalent, office hours, unscheduled preparation hours, and other related duties as defined in the job description.

Twenty (20) hours per week shall consist of duties directly related to instruction, which shall include:

- Classroom instruction;
- Clinical or lab instruction/supervision;
- Office hours for students

The remaining ten (10) hours of the thirty (30) on campus hours per week, may include other non-instructional duties such as, attendance and participation in faculty, division or committee meetings; serving as a student club advisor; participation in orientations, commencement and professional development

activities; outreach with other educational institutions, organizations, businesses or industry partners; participation in program and subject area improvement tasks; and completing assessment and peer evaluations.

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 on-campus requirement proportionately, excluding office hours, 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 unit member's teaching assignment shall be determined by the appropriate administrator or designee 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 upon approval by the dean. 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 and teaching schedule near the instructor's office as soon as practical at the beginning or prior to the start of the session, but no later than the end of the first week of classes.

7.5. Contract Instructional 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 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 Agreement as it relates to working conditions.

- 7.5.2. 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 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 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 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 Contract Faculty Extra-Pay Salary Schedule.
- 7.6.3. No regular tenured/tenure-track unit member will be displaced from a teaching assignment that is part of his/her regular load by an MCS assignment. MCS assignments are not eligible for re-employment preference.
- 7.6.4. The MCS employee shall be subject to regular evaluation in accordance with the provisions of section 5.8. Such evaluation shall be administered by the chair or coordinator or such other unit member 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. 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).

7.8.1.1 Further, AFT and the 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.

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 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. Committee recommendations 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.

7.8.3.3. Maintain a 2.0 LED for the academic year by averaging fall and spring assignments within the academic year or use the unit member's overload banked time, if any.

7.8.4. Coaching Assignments

7.8.4.1. "Coaching" assignments shall be considered as academic assignments only when the employee is listed as the instructor of record for the athletics class associated with the competitive team.

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 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 the 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 Vice-President.

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 load.

7.9. Overload Banking

The parties agree to Overload Banking as follows:

- 7.9.1.** Program applies to full-time tenured faculty only.
- 7.9.2.** A maximum of .40 LED may be banked per semester.
- 7.9.3.** A unit member's load may be reduced by 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.
- 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 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.

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 this number of preparations shall be limited to the need to achieve a full teaching assignment. The unit member may waive this restriction with agreement of the Dean. In cases where a unit member cannot make her/his 1.0 LED load, additional preparations may be assigned.
- 7.10.2.** For full-time tenured/tenure-track faculty members who have a teaching assignment which includes evening classes (exclusive of overload or extra pay assignments), there shall be a minimum of twelve (12) hours between the end of the last evening class and the beginning of the first class the following day. For full-time learning resource faculty who are scheduled to work in the library in order to maintain library operations, there shall be a minimum of twelve (12) hours between the end of the faculty member's scheduled work shift in the library and the beginning of the first scheduled work shift in the library the following day. The unit member may waive this restriction.

7.10.3. Consecutive Class Assignments

- 1) Consecutive lecture classes within the same day shall be limited to a maximum of two (2) class periods back-to-back.
- 2) The unit member may waive these restrictions with agreement of the dean.

7.10. 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 PREVIOUS VERSION OF THE CBA.

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

Definitions:

- "Classroom maximum" refers to the number of seats officially assigned to a classroom, not to exceed the occupancy required by the fire code.
- "Course" refers to an individual offering of a single course section assigned to an instructor.
- "Course maximum" refers to the maximum enrollment agreed to for a specific course section.
- "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.
- LCE does not apply to courses where the start date coincides with the end date of the course (one day courses).

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

7.11.1.1. The LCE factor shall be computed based on the course enrollment at the LCE Date as defined above. At no time shall course enrollment exceed the classroom maximum. Unit members must submit their drop rosters by the end of the work day preceding the census date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the LCE. Enrollments greater than 59 need pre-approval by the appropriate Vice-President in order to qualify for a higher level LCE factor. 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 Course Equivalency (LCE) factors shall be based on the following enrollments as of the LCE Date:

Number of Students	LCE Factor
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 unit member on the 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 LED value of the 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 course compensation shall be a one-time payment, included in the monthly pay warrant. The District shall use all reasonable efforts to issue payment in the month subsequent to the LCE Date provided the unit member signs off and returns the LCE agreement form in a timely manner.

7.11.4 Course Maximums

- 7.11.4.1.** Course maximums shall be subject to negotiation.

- 7.11.4.2.** At no time shall course enrollment exceed the classroom maximum.

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

7.11.4.3.1.

1. Set general lecture and online course maximums at fifty (50) students or at classroom maximum, whichever is lower.
2. Set large lecture and online 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 classroom maximum, whichever is lower.
4. Set English and other composition course maximums at thirty-five (35) students or at 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.
7. Set lecture 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 Communication course maximums at thirty (30) students.
9. Set World Languages, 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. Course maximums for credit and noncredit based 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 agreement of the unit member and her/his appropriate manager.

7.12 Large Course Compensation and Teaching Assistants

7.12.1. Load Reduction or Banking

Upon mutual agreement of the instructor and appropriate Vice-President or her/his designee, an instructor teaching a course of 120 students or more shall qualify to reduce his/her load during either the current or the subsequent semester by the LED value of the large course. By electing this option, the instructor will forgo the Large Course Equivalency (LCE-7.11) Compensation from the large course.

7.12.1.1. The course enrollment shall be computed based on the LCE Date as defined in Article 7.11.

Unit members must submit their drop rosters by the end of the work day preceding the census date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the load reduction or banking.

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 LED value of course.
266 to 359	Equal to two times LED value of course.
360 or more	Equal to three times LED value of course.

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

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 course enrollment at LCE Date as defined in Article 7.11. Courses where the start date coincides with the end date of the course (one day courses) are not eligible for Teaching Assistant hours. Enrollments greater than 59 need pre-approval by the appropriate Vice-President in order to qualify for a higher level of assistant hours. Unit members must submit their drop rosters by the end of the work day preceding the census date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the Teaching Assistant Program. 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 course on the LCE Date according to the following schedule:

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

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 department 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. Department members may pool the resources they would have been entitled to for Teaching Assistant hours in order to purchase supplies and equipment which are directly related to instructional support and student success. Any purchases shall be subject to approval by the Dean and the Vice-President of

Administrative Services. Faculty may elect to share their Teaching Assistant hours with other faculty within their department at their discretion.

7.14. Reduced Load

- 7.14.1.** Tenured unit members are eligible for a reduction in workload. (For workload reductions prior to retirement, 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 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. The unit member may elect to waive the twenty-one (21) day requirement.

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 7.15.1 not apply.

7.15.6. The District may re-assign a unit member from one assignment 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 unless the reason for the re-assignment is due to an unforeseen event, in which case the unit member shall be given a seven (7) calendar day notice.

7.16. Academic Calendar

7.16.1. For tenured/tenure-track faculty the academic calendar shall consist of a minimum of 165 teaching days and forty (40) hours per academic year of professional development. The professional development hours may be fulfilled at any time during the academic year in accordance with professional development guidelines.

Adjunct faculty in the credit program must complete one hour of professional development for each hour of her/his weekly

assignment (for example, an adjunct faculty member with a three hour lecture assignment must complete three hours of professional development for the semester).

Adjunct faculty must submit all documents which demonstrate evidence of completion of their professional development activities no later than the last day of the twelfth (12) week of instruction each semester. Tenured/Tenure-Track faculty must submit all documents which demonstrate evidence of completion of their professional development activities no later than the last day of the twelfth (12) week of instruction the spring semester each year.

The Faculty Professional Development Committees shall recommend activities for the professional development program during flex week. The AFT and the District shall agree on the particular activities during the designated days for professional development which unit members will perform in-lieu-of classroom instruction.

Instructional faculty on reassigned time, or who have less than a 100% assignment, shall have their staff development obligation proportionately reduced to reflect only the portion of their assignment which is in the classroom.

Professional development hours performed in excess of fall semester requirements may be rolled over to the subsequent spring semester. In no case may any excess hours be rolled from one fiscal year to the next.

- 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. Hours of instruction shall be established by the District in accord with regulatory, financial and instructional requirements.

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** Online education includes both Hybrid and Online classes as defined by Title 5 where the instructor and student are separated by distance and interact through the assistance of technology. For all courses offering online components there shall be regular and effective contact between the faculty member and the students as required by Title 5, Accreditation and GCCCD Standards.

7.18.2 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 All online instructors, prior to their first assignment, shall complete training in online pedagogy, an online learning management system and accessibility standards *or* demonstrate mastery or competencies in these areas as approved by the appropriate Dean or designee. Such training shall be compensated either via the unit member's professional development obligation and/or at the unit member's non-classroom rate of pay, at the option of the unit member with approval of the dean.

A unit member who, during employment with the District, is required to complete any of the aforementioned training in order to receive approval to instruct an online course shall be reimbursed for the cost of tuition, books or materials, and/or training fees, if any. The unit member shall first notify his/her dean of the anticipated costs and receive the approval of the dean for reimbursement before the training begins.

7.18.4 An online assignment will count toward the faculty member's load as would the comparable regularly scheduled, traditionally delivered, course assignment.

The first time (and only the first time) an instructor teaches in any type of online environment, the LED value of a one course assignment shall count as double. The compensation rate and total load calculation shall both reflect this additional LED value (For example, a 0.20 LED online course shall count as 0.40 LED for pay, load calculation, and STRS reporting purposes.)

7.18.5 No unit member shall teach more than 0.70 LED in an online environment, unless an exception is approved by the Vice-President.

7.18.6 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 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. Faculty Service Area (FSA) Standards

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

8.1.2.1. Meets the minimum qualifications as adopted by the Board of Governors, or has been awarded an 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.

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 Human Resources and submitting the appropriate documentation. The same process for verifying minimum qualifications for faculty is used when the request is made to add any discipline following the criteria established by the Academic Senates.

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 AFT no later than the start of the third week of instruction of the Spring Semester of each year. Each faculty member shall receive notification of the FSA(s) for which the District has determined the faculty member qualifies no later than the start of the third week of instruction of the Spring Semester. In the event of a layoff or reduction in force, faculty members must have an opportunity to update 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.

8.2. Layoff and Reductions in Force

8.2.1. 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 except according to the following procedures:

8.2.1.1. 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 with a copy sent to AFT.

8.2.1.2. No tenured faculty member shall be terminated under this section while any probationary faculty member, any employee with less seniority (as specified in the Education Code), or any part-time faculty member is retained to render service in a discipline in which the faculty member meets the Faculty Service Area standards as defined in subsection 8.1.2.

8.2.1.3. 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 documentation for the addition of such FSA is received by the Personnel Office prior to February 15 as provided in 8.1.3.

8.2.1.4. 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.

8.2.1.5 The District shall notify AFT and the unit member 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.

8.2.3. 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 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 with a copy sent to AFT.

8.2.3.2. No tenured faculty member shall be terminated under this section while any probationary faculty member, any employee with less seniority (as determined by the Education Code), or any part-time faculty member is retained to render service in a discipline in which the faculty member meets the 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 documentation for the addition of such 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.

8.2.3.5 The District shall notify AFT 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 FSA 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.

8.3. Retraining

8.3.1. When a faculty member is laid off 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 in consultation with the Academic Senate at that college. Upon obtaining a new FSA, the faculty shall apply for re-assignment per section 8.5 with no loss in seniority.

8.4. Assignment

8.4.1. Faculty members shall be assigned only to those disciplines or courses for which they meet the 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 has the right to reassign any faculty member to a discipline or course for which 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.

8.6. Transfer of District Administrators to Faculty Positions

8.6.1. District educational administrators have retreat rights to a first year probationary faculty position (unless previously tenured within the District) as specified in the Education Code. Educational administrators who were previously tenured within the District maintain their tenured status.

8.6.2. Educational 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.

8.6.3. The right of an educational administrator to retreat to active status as a faculty member shall not result in the layoff of any tenure-track or tenured faculty member, unless the reason for the retreat action is as a result of a Board approved layoff action. In that case, any potential faculty layoffs resulting in the retreat of the administrator will follow the provisions of Section 8.2.3 above.

8.7. Change in 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 word "discipline" as it relates to minimum qualifications and competencies without AFT having first had the opportunity to 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 provision of this Article (with the exception of 8.1.3.1) under the provisions specified in Article XVIII of this 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. Unit members shall be paid in accordance with provisions of the appropriate salary schedule. (Appendices A through F).

9.1.2. Nursing faculty who are responsible for making hospital assignments for students will be paid for two (2) hours of lab time. Lab hours will be included on the faculty member's hire letter.

9.1.3 Adjunct nursing faculty shall receive a market additive of \$20/hour. Tenured/tenure-track nursing faculty shall receive a \$1,000/month market additive for each month of their ten month contract year (\$10,000 per year).

9.2 Benefits

The parties agree to maintain their participation in the Voluntary Employee Benefits Association (VEBA) which began in January, 2013.

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.

9.2.2. The Benefits Committee will review 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 minimum of ten (10) years of service credit in CalSTRS or CalPERS. The District shall discontinue paying medical and dental premiums for the retiree and eligible dependents effective when the retiree becomes eligible for Medicare. However, at his/her expense a retiree may continue medical and dental coverage, at the premium level prescribed by insurance companies and governmental regulations as a member of the District's benefits program.

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 as a member of the District's benefits program.

- 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. AFT shall have up to four (4) representatives on the Benefits Committee.
- 9.2.6.** Any Committee member may place an item on the committee meeting agenda.
- 9.2.8.** The District shall provide, at no cost to the unit member, parking, parking permits, and activator card, if applicable. Parking permits shall be valid for three years for all faculty. Upon termination unit members shall be required to return their parking permit. 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 to explore ways employees can be encouraged to use public transportation at a discounted rate.
- 9.2.9.** Unit members can take noncredit and credit District offered classes without paying enrollment fees. Enrollment is to take place no sooner than the last day of registration before classes begin. At such time that the District adopts a change in the current District procedure that requires all District employees to first pay for the course and then be reimbursed, said new procedure will equally apply to AFT unit members. Reimbursement will be paid to the employee no later than ninety (90) days after submission of an approved reimbursement request.

9.2.10. FACULTY PURCHASES FROM DISTRICT VENDORS

- 9.2.10.1** Where allowed by the vendor, unit members may purchase medical, dental, or vision benefits coverage through any District offered plan by paying the full cost of the premium, at the premium rate required by the vendor applicable to the unit member's choice, for those unit members who do not qualify for District paid coverage.
- 9.2.10.2** Where allowed by the vendor, all unit members may purchase computer equipment and software by any vendor currently used by the District.
- 9.2.10.3** The District has no obligation to make any request of a vendor to offer purchases to faculty or at the cost offered by the vendor to the District.

ARTICLE X – RETIREMENT

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

10.1.1. 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.

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

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) years. The faculty member must retire at the conclusion of her/his participation in 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 he/she would have received in her/his former full-time position.

10.1.3. The District and unit member shall each contribute to CalSTRS the amount that would have been contributed had the unit member been employed full-time.

10.2 Re-Employment for Retired Tenured Faculty

A retired tenured unit member may be re-employed as a part-time faculty member for the District. The District and the retired unit member shall comply with the requirements of Education Code section 87408.5 which requires, as a condition of initial re-employment, a medical certificate showing that the retired unit member is fit to instruct or associate with students. The medical examination shall be conducted by a licensed physician not more than six months before the completion and submission of the certificate and shall be at the expense of the retired unit member.

Following ratification of this Agreement, retired tenured faculty members who return to work within the District outside of the Early Retirement Incentive program shall be considered part-time faculty members with no re-employment preference rights.

10.3 Early Retirement Incentive For Tenured Faculty

10.3.1 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%) in an academic year of a full-time load and subject to the maximum allowable CalSTRS or CalPERS earning limit. Faculty members must retire from her/his current retirement system to be eligible to participate in this program.

These assignments include an equivalent proportion of on-campus assigned time, off-campus time and office hours as delineated in Article VII.

10.3.2 As per the provisions of AB 340 (2012), faculty will be able to commence their post-retirement assignment at the beginning of the semester or session which is 180 days or more from the faculty member's retirement date.

In most cases, with a retirement date at the end of the semester, faculty will be eligible to begin their post-retirement assignment two semesters later (e.g., end of fall semester retirement date, assignment may resume beginning of subsequent fall semester, end of spring semester retirement date, assignment may resume beginning of subsequent spring semester.)

However, in certain cases where the faculty member retires early enough in the semester such that the 180 day period ends prior to the start of the subsequent semester, faculty will be allowed to resume working at the beginning of that subsequent semester or semester (e.g., a faculty member who retires on February 1 may resume work at the beginning of the fall semester since 180 days will have passed prior to the start of the fall semester).

In no cases will faculty be allowed to resume their duties after the semester or session has begun, even if the 180 day period would allow them to do so, unless a special written exception is made due to a justified business need of the campus and approved by the College President and the Vice-Chancellor of Human Resources.

Employment under the provisions of this Article may extend from the date of retirement for a maximum of ten (10) years.

- 10.3.3 At the time of submitting their retirement notice or anytime during the course of their early retirement service, faculty may request from their College President the option of either delaying the start date of their early retirement 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 early retirement assignment. Any delay in the initiation of the early retirement assignment will not diminish the number of years of early retirement eligibility for the faculty member. Once the faculty member has started the early retirement program, the faculty member will have ten (10) years of early retirement eligibility, including time taken on leave within this ten (10) year period.
- 10.3.4 Faculty serving under this provision shall be evaluated as a part-time faculty member following the provisions delineated for part-time faculty with re-employment preference under Article 5.8. Termination from this program will follow the provisions for part-time faculty with re-employment preference of Article 5.8 as well.
- 10.3.5 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 for that step.
- 10.3.6 Assignments for faculty serving under the provisions of this program shall be made following the assignment of tenured/tenure-track faculty, but before any overload or part-time faculty assignments are made.
- 10.3.7 Tenured faculty who retire following the ratification of this Agreement shall have no re-hire preference following either: a) the conclusion of their service in the Early Retirement Incentive program, or b) if they elect not to participate in the Early Retirement Incentive program.

ARTICLE XI *Effective Spring Semester 2015*

PART-TIME FACULTY

- 11.1. The intent of this article is to provide reemployment security for part-time temporary (adjunct) faculty members who meet minimum qualifications in their faculty service area. Scheduling of specific assignments shall be made by the appropriate dean or other manager with assignment authority after consultation with the department chair and the part-time faculty member.

Assignments shall be made in the following order: a) Tenured/Tenure-Track, b) Tenured Early Retirement Incentive, c) Tenured/Tenure-Track Overload, d) Pre-2015 Tenured Retirees (one assignment), e) Reemployment Preference Part-Time Faculty, f) Non-Reemployment Preference Part-Time Faculty.

11.2. Definitions

The following definitions apply to this Article:

- 11.2.1. "Part-time faculty member" means any part-time temporary faculty member who is employed for no more than sixty-seven percent (67%) 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 is earned by having served the full term of an apportionment based assignment. If a part-time faculty member serves for the full term of one or more assignments in the same course, he/she shall earn one unit of service credit in that course as is currently the case. Non-classroom assignments shall earn service credit equal to the number of hours served in the particular non-classroom assignment each semester.

Service credit will not be allowed in the following cases:

- a) Assignments and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration pursuant to Education Code section 87470;
 - b) Assignments in Regional Occupational Programs pursuant to Education Code section 87471;
 - c) Service as a faculty intern under Education Code section 87487.
- 11.2.3. "Reemployment preference" means the preference for

assignments accruing to a part-time faculty member as outlined in the following sections.

11.3. Reemployment Preference

Part-time faculty who earned re-employment preference as of January 1, 2015 shall maintain that preference and all service credits earned. Subsequent to January 1, 2015 part-time faculty shall earn re-employment preference and accumulate additional service credits according to the terms of this Article.

Part-time faculty are eligible for re-employment preference after having completed at least six (6) semesters (summer and intersession excluded) within a four (4) year period at a particular college. The part-time faculty member must make a request in writing to the dean and chair to initiate her/his re-employment preference, which shall take effect two semesters following said request.

Reemployment preference will apply to each course or assignment in which the part-time faculty member has not received an unsatisfactory evaluation (3.49 or below) in her/his most recent evaluation for that course or assignment. Service credit in each course or assignment a department or program shall be earned for each semester in which a part-time faculty member is employed.

Initially, once the part-time faculty member first gains overall re-employment preference, he/she has re-employment preference at the LED level which is the average LED load of the current semester he/she is currently carrying in the semester the part-time faculty member requests re-employment preference and the one semester (fall or spring) previous.

Once a part-time faculty member gains re-employment preference status, they are then placed on a re-employment preference list for each assignment he/she has been assigned before, even if they have only been assigned that particular assignment just one time, provided the faculty member has not received an unsatisfactory evaluation (3.49 or below) in her/his most recent evaluation for that course or assignment.

The part-time faculty member's ranking on the re-employment preference list for a particular course will be based on the number of semesters the faculty member has taught that course as per the current re-employment preference tracking system. For non-classroom assignments, the part-time faculty member's ranking on the re-employment preference list will be based on total hours worked in that assignment.

A part-time faculty member can gain additional re-employment preference by teaching any additional course section or non-classroom assignment that he/she is offered based on vacancies or growth. However, each

semester the District may restrict the greater of 10% or 0.20 LED of available part-time faculty assignments in each discipline for the purpose of increasing the diversity of its part-time faculty.

A part-time faculty member with reemployment preference in a particular course or assignment at a college shall be offered additional courses or assignments in which they have reemployment preference as those assignments become available due to growth or attrition (up to the maximum of sixty-seven percent (67%) LED for all courses or assignments on an annualized basis) before any part-time faculty member with less reemployment preference in that particular assignment is offered an assignment.

Once a part-time faculty member has her/his LED increased, he/she then maintains reemployment preference at that new level of LED.

Any part-time faculty member, or full-time faculty member on extra-pay, working in an assignment ~~whose~~ that is cancelled after the semester begins does not have the right to displace any other faculty member from any assignment.

- 11.3.1.** If, during any particular semester, there are more part-time faculty members with reemployment preference in a particular course or assignment, 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 for that particular course or assignment.
- 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 either directly or via the department chair. 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 number of service credits for a particular course or assignment, and there are not enough assignments available to accommodate the LED load of each part-time faculty member, the assignment shall be made at the discretion of the department chair/coordinator and approved by the division Dean or other appropriate manager.
- 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 faculty members.
- 11.3.5.** 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 assignments. *(moved from 11.5)*

- 11.3.6** If an assignment is canceled, said cancellation shall be communicated to the part-time faculty member, both orally and via email, within two working days of the cancellation. Part-time faculty shall be paid in full for any assignments scheduled within two working days of said cancellation notice. *(moved from 11.5.1)*

Tenured faculty who retire following the ratification of this Agreement shall have no re-hire preference following either: a) the conclusion of their service in the Early Retirement Incentive program, or b) if they elect not to participate in the Early Retirement Incentive program. Tenured faculty who had retired prior to the ratification date of this Agreement shall maintain their re-employment preference status for one assignment.

- 11.3.7.** 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.

11.4. Salary and Status

Part-time and extra-pay assignments, as determined by the District, shall be temporary and paid at the appropriate rate established in this Agreement. All part-time faculty assignments are temporary in nature contingent on enrollment, funding, and program changes, and 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.

Part-time faculty who are approved either by a college administrator or academic senate president to perform shared governance committee service shall be compensated for such service at a rate equal to step one (1) of the Non-Classroom Activities Performed by Part-Time Staff salary schedule. Faculty must present documentation of the committee assignment. Hours must be recorded on an hourly timesheet and submitted through the appropriate dean's office in accordance with the district monthly payroll timeline.

11.5.Reductions in Re-Employment Preference

- 11.5.1.** A part-time faculty member will lose reemployment preference if she/he declines all offered assignments for a semester. A part-time faculty member shall have her/his re-employment preference LED *reduced* by the amount of LED he/she declines to accept.

Exceptions: The provisions of Section 11.5.1 shall not apply if any one of the following conditions is met:

- 11.5.1.1.** An assignment is cancelled for any reason other than misconduct or poor evaluation.
- 11.5.1.2.** The faculty member and the Dean or other manager with direct hiring authority mutually agree that the faculty member is unable to accept or commence an assignment due to illness, injury or other extenuating circumstances. If mutual agreement cannot be reached, the faculty member may appeal to the Vice-President.
- 11.5.1.3.** The faculty member submits a written request to the Dean or other manager with direct hiring authority 45 calendar days before the beginning of the semester stating that she/he is unable to accept an assignment during the upcoming semester but that she/he wants to maintain her/his reemployment preference. If such a request is approved by the Dean, said approval may be given no more than two consecutive semesters every 5 years unless a written exception is made by the Vice-President.
- 11.5.1.4.** The part-time faculty member declines to accept an assignment due to accepting an offer of assignment in an area where he/she has earned reemployment preference or service credit at the other college or in another department or program in the District.
- 11.5.1.5** If the part-time faculty member retires from CalSTRS, he/she may continue to work under the provisions of this Article.
- 11.5.1.6** If the part-time faculty member has not been an active employee in the District for a period of eighteen (18) months or longer he/she shall no longer be considered an employee of the District.
- 11.5.2.** The reemployment preference of a part-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 faculty in the District. (See subsection 5.8.5.2 of this Agreement.)
 - 11.5.2.1.** 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.

11.6. Facility Access

11.6.1 Office space shall be made available where part-time faculty can meet students and maintain files. Part-time faculty shall have equal access to common areas available to full-time unit members, e.g., faculty rest rooms, lounges, and workrooms. As the colleges expand and renovate existing facilities, those facilities which include office space for tenured faculty shall also 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. Retirement Program

The District and AFT agree that the Fringe Benefits Consortium ARS-3121 Plan will be provided as an alternative retirement plan for all part-time employees who are not members of CalSTRS effective January 1, 2014. (See Appendix G) Further, it is agreed that 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 who is eligible 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.

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).

11.8. Part-Time Hiring for Tenure-Track Faculty Vacancies

At least six (6) part-time candidates, or all part-time candidates applying, whichever is less, shall be guaranteed an interview as tenure-track vacancies are announced.

In order to qualify for the guaranteed interview the part-time faculty member must hold an active assignment in the discipline at the same college where the position is being advertised, have received positive evaluations (3.50 or above), and must meet the minimum qualifications for the position.

If there are more than six (6) part-time candidates who meet the above criteria, the selection committee shall decide which six (6) part-time

candidates to interview.

11.9. 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 fully fund this deduction. AFT will conduct the election on behalf of the part-time faculty members and certify the results to the District. Implementation of SDI shall not result in any cost to the District, other than personnel costs to set-up and maintain this program.

ARTICLE XII

SUMMER AND INTERSESSION

12.1. Summer and Intersession

12.1.1. Available 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 no more than the greater of .35 LED or one course section in her/his contract discipline, subject to the approval of the Dean;
- 2) Each adjunct faculty member with reemployment preference shall be offered not more than the greater of .35 LED or one course section (in seniority order) from among the available assignments in which he/she has re-employment preference, subject to approval of the Dean. Assignments *may* also be offered in the same discipline for which he/she has earned reemployment preference, but not gained re-employment preference for that particular assignment, provided the faculty member is qualified for the non re-employment preference assignment as determined by the department chair/coordinator in consultation with the appropriate manager;
- 3) Each tenured/tenure-track faculty member shall be offered a second assignment in her/his contract discipline subject to approval of the Dean;
- 4) Each adjunct faculty member with reemployment preference shall be offered a second assignment (in seniority order) from among the available assignments in which he/she has re-employment preference, subject to approval of the Dean. Assignments *may* also be offered in the same discipline for which he/she has earned reemployment preference, but not gained re-employment preference for that particular assignment, provided the faculty member is qualified for the non re-employment preference assignment as determined by the department chair/coordinator in consultation with the appropriate manager;
- 5) If there are still assignments available, they may go to any faculty member or new hire who meets minimum qualifications.

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

In no case shall any faculty member receive more than .5

LED during the summer session, and no more than the greater of .35 LED during intersession, unless a specific exception has been granted by the appropriate Vice-President.

- 12.2.** Assignments during an intersession or summer school are not considered in the determination of what comprises a full-time assignment for a full-time faculty member as defined in Article VII, Section 7.4.2., and such assignments shall not be considered in computing load for part-time faculty pursuant to Ed. Code section 87482.5.

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. The preceding does not apply to eleven or twelve month tenured/tenure-track assignments which are being performed as part of their contract obligation.

ARTICLE XIII

LEAVES OF ABSENCE

13.1. Sick Leave

13.1.1. 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. Eleven month tenured/tenure-track unit members shall earn one day of sick leave for each of the eleven (11) months of tenured/tenure-track service to a maximum of eleven (11) days per year.

13.1.3. Unit members with part-time college credit assignments shall earn one hour of sick leave for each hour of instruction based on one week of a full length semester assignment. (Example: A three-hour-per-week semester course earns three (3) hours of sick leave per semester.)

Unit members with part-time continuing education non-credit assignments shall earn .0667 hours of sick leave for each hour of paid time in their continuing education non-credit assignment.

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 may require a medical or other acceptable verification within two weeks of the unit member's return to work in cases of illness of a duration of more than five consecutive scheduled work days. The District may require a verification, without regard to the duration of consecutive absences, in cases of excessive absenteeism or abuse of leave.

Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance by the attending physician indicating recovery and fitness to resume a full range of normal duties. In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. Return to duty will be denied until such written clearance or medical statement is received and the unit member shall continue to use his or her accrued leaves or otherwise remain on an unpaid leave of absence.

13.1.5. 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 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 tenured/tenure-track 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.

A substitute shall not be allowed to work for more than twenty days (20) of the established assignment of an absent instructor without becoming the instructor of record for the course. If at any time preceding the twenty day limit it is clear that the absent instructor will not be returning, the substitute instructor shall immediately become the instructor of record. As soon as the substitute instructor becomes the instructor of record for the course, he/she shall have the LED value for the remaining portion of the course added to her/his total load for the semester.

If the original instructor is able to return prior to the end of the assignment, he/she shall become the instructor of record as of the date of her/his return, and the LED value assigned to the substitute shall be reduced accordingly.

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.
- 13.1.8** Unit members shall be eligible to utilize six (6) weeks of accrued sick leave for continuous maternity leave (eight [8] weeks for C-Section deliveries). A leave of absence form must be submitted for the period of the leave. Prior to returning to work the provisions of 13.1.4 shall be followed.

13.1.9 Unit members (who did not give birth) may also use up to thirty (30) days of their full-salary accrued sick leave upon the birth or adoption of their dependent child. Unit members wishing to utilize this leave must provide their supervisor with at least thirty (30) days' advance notice prior to the approximate date the leave is to begin.

This leave shall run concurrently with the twelve (12) weeks provided under FMLA/CFRA.

13.2. Sick Leave Donation

Unit members shall be permitted to donate sick leave to another unit member who is on an extended leave of absence due to a serious illness or injury of the unit member or the unit member's spouse, domestic partner, son or daughter, or a parent where the unit member is the primary caregiver. The parameters of the program are:

- a. A unit member may donate up to a maximum of ten (10) accumulated sick leave days (a minimum of eight [8] hours and in hour increments thereafter) per academic year to another unit member within the District.
- b. The donating unit member must retain a minimum of ten (10) days of sick leave after the donation in the case of tenured/tenure-track faculty members, or twenty (20) hours in the case of adjunct faculty members.
- c. The unit member can receive up to a maximum of sixty (60) days of donated leave per request. A part-time unit member will receive donated sick leave equivalent to the number of assigned hours the part-time unit member is absent from her/his assignment.
- d. The unit member is limited to one donation request per illness.
- e. The illness or injury of the unit member or the unit member's spouse, domestic partner, son or daughter, or parent (where the unit member is the primary caregiver) must be serious which is defined as life-threatening or that which has or will be expected to incapacitate the unit member for over thirty days as verified by a physician. The District may require 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.
- f. The unit member must be out on a District approved leave (e.g.; FMLA/CFRA/PDL or other approved medical leave) and submit appropriate documentation requested by the District, which may include doctor's notes and WH-380 and District Leave Forms.

- g. Sick leave contributions shall be solicited by the AFT. The AFT will maintain a pool of hours from which donations will be drawn as the need arises. Once a unit member makes the need known for donated sick leave to the AFT or District representative, AFT will confirm with the District that the unit member is out on a District approved leave and that the absence qualifies for sick leave donations under this Article. Once this has been confirmed, the District will notify the AFT as to how many donated hours/days are needed and the AFT will then forward the donation pledges of individual unit members in the order of the oldest donation pledge, first. District payroll will confirm the donor is eligible to donate within the terms of this Article and process the donation by transferring the necessary amount of leave hours. Unprocessed or unused sick leave will be returned to AFT.
- h. The receiving unit member must have exhausted all accrued full-salary paid leaves.
- i. Donations for adjunct faculty will be utilized for the unit member's current assignment period only.
- j. Sick leave donations will be applied in conjunction with any partial-salary payments up to a maximum of the unit member's full salary.
- k. Donations of sick leave will not be applied retroactively.
- l. Unit members may not receive donations from outside the faculty bargaining unit.
- m. This article is not subject to the grievance process and unit members participating in this program shall hold the District and AFT harmless for any disputes arising out of the program.

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 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. Bereavement leave is granted for a death in the immediate family, or of an individual with whom the employee had a significant personal relationship.

13.4.2. A unit member may be granted three (3) days of bereavement leave at full salary. In cases where the unit member is required to travel a distance of 400 miles or more one way, the unit member may be granted an additional two (2) days of bereavement leave at full salary.

13.4.3. Nothing herein prohibits the right of a unit member to take additional leave by use of his/her 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.

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

13.7.1 Qualifying military leave shall be granted in accordance with the California Military & Veterans Code section 389 et. seq. and the federal Uniformed Services Employment and Reemployment Rights Act ("USERRA:" 38 U.S.C. Section 4301 et. seq.). A unit member will be entitled to reinstatement after military services depending on several factors, including, but not limited to, (1) whether the unit member provided advance notice to the District of the military leave; (2) the length of the leave; and (3) after the leave, whether the unit member reports to work, or submits a reemployment application within applicable statutory notice

provisions. A unit member serving in active duty during war or national emergency, upon release from active duty, shall have the right of reemployment at any time within six (6) months, but not later than six (6) months after the end of the war or national emergency. The right to reemployment does not extend to a unit member who fails to return to his or her position within 12 months after the first date he or she could terminate his or her active service.

A unit member on military leave for reasons other than war or national emergency must seek reinstatement with the District within a manner and time frame depending on length of his or her military leave as follows:

1-30 Days of Leave - The unit member must report to the District no later than the beginning of the first full regularly scheduled work period on the first full calendar day following the completion of the period of service.

31-180 Days of Leave - The unit member must submit an application for reemployment with the District not later than 14 days after the completion of the period of service.

More Than 180 Days of Leave - The unit member must submit an application for reemployment with the District within 90 days after the completion of the period of service.

13.7.2. 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.

13.7.3 All employees entitled to military leave shall give the Vice-Chancellor of Human Resources or his/her designee an opportunity within the limits of the applicable statutes, military rules or regulations to determine when such leave shall be taken. Unit members shall forward a leave slip with orders attached to the Human Resources Department prior to date of military leave.

13.8 Judicial Leave

13.8.1. Unit members shall be provided leave for jury duty or to appear as a witness in court other than as a litigant. Upon knowledge of necessity for the leave, a written request shall be submitted to the 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 serving on jury duty leave shall receive full

pay for a maximum of twenty (20) days annually. A unit member who must appear as a witness or litigant due to events arising out of and in the course of the unit member's employment with the District shall not realize any loss in pay unless the unit member is appearing as a litigant in an action in which the District is an adverse party to the unit member.

The unit member shall remit to the District fees received for the judicial service, exclusive of mileage, parking, and public transportation reimbursements.

13.9. Legislative Leave

- 13.9.1.** A tenured/tenure-track unit member elected to the Legislature shall be granted an unpaid leave of absence up to a maximum of four (4) years, and her/his District provided benefits shall terminate while on said leave.
- 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.
- 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. Statement of Policy

The District will provide family and medical care leave for eligible unit members as required by state and federal law. Rights, obligations and definitions are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA"), the regulations of the California Family Rights Act ("CFRA") and the District's policies and procedures. Unit members should consult

the District's Human Resources Department to receive more information on FMLA and CFRA Leave. CFRA leave provided under this policy is separate and apart from Pregnancy Disability Leave in Section 13.12 below.

13.11.2. Reasons for Leave

FMLA/CFRA Leave is only permitted for the following reasons:

1. The birth of a child or to care for a newborn of a unit member;
2. The placement of a child with a unit member in connection with the adoption or foster care of a child;
3. Leave to care for a child, parent, spouse, or domestic partner who has a serious health condition;
4. Leave because of a serious health condition that makes the unit member unable to perform the functions of his/her position;
5. Leave for a "qualifying exigency" may be taken arising out of the fact that an unit member's spouse or domestic partner, son, daughter, or parent is on covered active duty or call to active duty status (provided under the FMLA only); or
6. Leave to care for a spouse or domestic partner, son, daughter, parent, or "next of kin" who is a covered service member of the United States Armed Forces who has a serious injury or illness incurred in the line of duty while on active military duty or existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces (leave under this condition may run up to 26 weeks of unpaid leave during a single 12-month period) (provided under the FMLA only).

13.11.3. Unit members Eligible for Leave

An unit member is eligible for leave if the unit member:

1. Has been employed for the last 12 months immediately preceding the commencement of the leave; and
2. Has worked 1,250 hours during the 12-month period immediately preceding the commencement of the leave.

13.11.4. Amount of Leave

Eligible unit members are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered service member with an injury or illness arising out of active duty in the Armed Forces) of leave during any 12-month period. In cases where the leave is both FMLA and CFRA

qualifying, the leaves shall run concurrently.

In any case in which both parents are employed by the District and are entitled to leave, the aggregate number of workweeks of leave to which both may be entitled may be limited to 12 workweeks during any 12-month period if leave is taken for the birth or placement for adoption or foster care of the unit members' child (i.e., bonding leave) and 26 workweeks during any 12-month period if leave is taken to care for a covered service member.

13.11.5. Unit Member Benefits While on Leave

Leave under this policy is unpaid except for the unit member's use of accrued leave. While on family and medical care leave, unit members will continue to be covered by the District's group health insurance to the same extent that coverage is provided while the unit member is working for up to 12 weeks in a 12-month period.

If a unit member fails to return to work after his/her leave entitlement has been exhausted or expires, the District shall have the right to recover its share of health plan premiums for the entire leave period, unless the unit member does not return because of the continuation, recurrence, or onset of a serious health condition of the unit member or his/her family member which would qualify as a reason for FMLA/CFRA leave, or because of circumstances beyond the unit member's control.

13.11.6. Substitution of Paid Accrued Leaves and Other Concurrent Leaves

Unit members will be required to concurrently use any accrued sick leave pay and any differential pay during the period of leave if the leave is due to the unit member's own serious health condition or to care for a child, parent, spouse or domestic partner with a serious health condition. While on leave under this policy a unit member may elect to concurrently use other paid accrued leaves once sick and differential pay leave is exhausted, if applicable. The District may require a unit member to use FMLA/CFRA leave concurrently with a non-FMLA/CFRA leave which is FMLA/CFRA qualifying (e.g. Industrial Injury Leave).

13.11.7. Medical Certification

The District may require certification from a health care provider to verify that the unit member suffers from a serious health condition, or that a unit member's family member has a serious health condition or injury or illness arising out of military service, which qualifies the unit member for FMLA and/or CFRA leave.

13.11.9. Reinstatement upon Return from Leave

Upon expiration of leave, a unit member is entitled to be reinstated to the position of employment held when the leave commenced, or to an

equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment subject to any defense under the law. Unit members have no greater rights to reinstatement, benefits and other conditions of employment than if the unit member had been continuously working during the FMLA/CFRA period.

13.11.10. Additional Information and Required Forms

Unit members may receive additional information on FMLA/CFRA leave from the District's Human Resources Department. Unit members must fill out all required forms provided by the District in order to receive FMLA/CFRA leave. Delay in providing all required forms may result in denial or delay of FMLA/CFRA leave.

13.12 Pregnancy Disability Leave

As provided by state law, a unit member may take a maximum of 17 1/3 workweeks in any 12-month period of unpaid leave due to disability caused by pregnancy, childbirth, or a medical condition related to pregnancy which renders the unit member unable to perform the unit member's usual job duties or any District-offered light duty work. Rights, obligations and definitions are set forth in Government Code section 12945 and Title 2, Section 11035 et. seq. of the California Code of Regulations and the District's policies and procedures. Pregnancy disability leave is separate and apart from any leave under the CFRA in Section 13.11 above, but shall run concurrent with any available FMLA leave in Section 13.11 above. In most circumstances, a unit member will receive pregnancy disability leave, to the extent available, the first six weeks after childbirth for a normal delivery, or the first eight weeks after cesarean delivery, before the unit member will begin to use CFRA baby-bonding leave.

The unit member's right to continuation of health insurance while on leave shall be the same as that provided for CFRA/FMLA leave, except that the unit member shall be entitled to a maximum of 17 1/3 workweeks of continued health coverage. The unit member's use of accrued paid leave, requirement to provide medical certification, and rights to reinstatement are the same as those that apply to CFRA/FMLA leave.

Unit members should consult the District's Human Resources Department to receive additional information regarding Pregnancy Disability Leave and to complete all necessary forms.

13.13 - Industrial Accident and Illness Leave

Where a unit member requires a leave of absence due to injury or illness arising out of and in the course of employment with the District, the District will provide not less than sixty (60) workdays of paid Industrial Accident and Illness Leave pursuant to Education Code Section 87787, California Workers' Compensation Law and the District's policies and procedures. 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. Unit members should consult the District's Human Resources Department or the AFT for more information on Industrial Accident and Illness Leave.

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 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. Tenured unit members shall be entitled to sabbaticals in the proportion of four and one-half percent (4½%) of the total number of tenured/tenure-track unit members in the District as of the 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.

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 of subsection 14.3.2.2. In lieu of the bond, employees may enter into an indemnification agreement with AFT that, in the District's sole discretion, sufficiently ensures compliance with Section 14.3.2.2. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 14.3.2.2.

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 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) 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 their first sabbatical leave are required to attend an orientation workshop given by AFT and the Academic Senates. Other sabbatical leave applicants may also attend these workshops at their discretion. On or before 5 p.m. of the second District working day of November of each year, individuals will submit an application to the appropriate Academic Senate office. 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 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 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, ten (10) days prior to the first February meeting of the Governing Board.
- 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.

14.8. 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 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.
- 14.8.3.** 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), 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 any type of overload or extra pay assignment from within the District, or receive payment from any type of employment outside of the District in excess of one-half the unit member's regular full-time salary, for the duration of their sabbatical leave.
- 14.9.2.** Paid time on sabbatical leave shall count toward retirement service credit, seniority, and all health and other employee benefits. 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 serving two-year terms. Half of the committee membership shall rotate annually. The faculty members of the Committee shall represent a broad range of disciplines, and shall be composed of: a) Three (3) faculty members each from Cuyamaca and Grossmont Colleges appointed by the Academic Senate. No two faculty members may be from the same Division in the same college. b) Three administrators appointed by the Chancellor. The Chairperson shall be elected by the committee.

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.

15.1.4. Course work for professional growth 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.

15.1.6. Additional criteria are detailed in Appendix J.

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. Each Division Dean/Director shall establish a committee of Division members to make recommendations regarding 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

Negotiations to continue on this section post ratification.

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>**.

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 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 Human Resources Office. If the District 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. The unit member may file a claim with CAL OSHA at any time.

The parties agree to collaborate toward developing Districtwide ergonomic standards for faculty.

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, battered, 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 in connection with their employment or arising out of student discipline, he/she may request the Governing Board to 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.

17.2.4. In cases where assault results (e.g. worker's compensation) in injury and/or absence from work, the following conditions apply:

17.2.4.1 If absence occurs from such assault, the unit member shall receive full salary during the period of absence in accordance with Education Code sections 87042 and 87787.

17.2.4.2 The unit member shall advance on the salary schedule during such period in accordance with the

provisions of the salary schedule.

- 17.2.4.3** The unit member may make application to the Board of Trustees for reimbursement for any loss, damage, or destruction of clothing or personal property of the unit member not covered by insurance as a result of assault upon the unit member arising out of and in the course of the unit member's duties.

17.3 Discipline of Students

- 17.3.1** Unit members may make a referral to the College's Threat Assessment and Behavioral Intervention Team (TABI) if a student behaves in a manner in which the unit member considers potentially threatening. The TABI Action Guide concerning referrals may be obtained from the Student Affairs Office.
- 17.3.2** As per Education Code 76032, a faculty member may remove a student from his or her class for the day of the removal and the next class meeting (with the assistance of the Sherriff if necessary). The faculty member shall immediately report the removal to the Vice-President of Student Services for appropriate follow-up action. Further information regarding student disciplinary procedures may be found in the Student Affairs Office.
- 17.3.3** During student disciplinary hearings in which unit members may be required to attend, the District shall compensate the unit member at the unit member's non-classroom rate of pay for any time spent outside of her/his regularly assigned workweek in such a hearing. A substitute will be provided if said hearing requires the unit member to miss a class meeting.

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, AFT on its own behalf, or in the name of, or on behalf of, a specific unit member or members for whom there has been a violation, misinterpretation, misapplication, or misimplementation of one or more specific provisions of this Agreement, or a violation of this Agreement, written policy, past practice, 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 or another Article of this Agreement, 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 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.

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

18.3. Conciliation Procedure

18.3. 1. 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 initiate an informal meeting with unit member's dean or the appropriate immediate supervisor in an effort to resolve the potential grievance when an agreement has been reached that resolves the potential grievance at this level, it shall be reduced to writing.

18.4. Level 1- Grievance Procedure

When conciliation efforts fail to resolve the issue, AFT or the grievant, within ten (10) days of the informal meeting may present the grievance in writing to the appropriate Vice-President. The statement shall detail the specific act or conditions, the grounds upon which the grievance is based, and the specific remedy sought. The Vice-President shall communicate in writing his/her decision to AFT, and the College President, within ten (10) 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 ten (10) days after the delivery of the decision by the Level I administrator. 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 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 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 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, or AFT acting on its own behalf, within ten (10) days of the receipt of the Chancellor or designee's decision.

18.6.2 Upon mutual written agreement of the parties, within ten (10) days

after receipt of the decision, a mediator as mutually agreed to by the parties, or from the California Mediation and Conciliation Service may be contacted to facilitate the resolution of the grievance. If the issue is still not resolved, AFT 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 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 of an issue, shall be decided by the arbitrator prior to a determination of substantive issues. Submission to arbitration shall be made to an arbitrator as mutually agreed to by the parties, or the California 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. 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.

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 is necessary at a meeting between the grievant and the District during the work

day to resolve a grievance, the representative and/or grievant shall be released from duties without loss of pay. A reasonable amount of reassigned 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 ten (10) 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.
- 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, if any shall be jointly developed by the District and AFT.
- 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 FOR TENURE/TENURED-TRACK FACULTY

19.1 Definitions and Rights

19.1.1 This Article shall only apply to tenure/tenure-track unit members, or full time unit members serving in a categorically-funded position who are disciplined or terminated for cause before the expiration of the categorical funds.

19.1.2 Within the parameters as set forth in the following Sections of this Article XIX, the District maintains the right to discipline or discharge unit members for cause.

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 through the application of progressive discipline. In issuing discipline, the District will take into consideration the totality of circumstances including but not limited to:

1. Whether progressive discipline has been issued in the past and whether the offense is one in which progressive discipline should be considered;
2. Whether there has been a fair investigation of the allegations of misconduct;
3. Whether the level of discipline is proportionate to the alleged cause for discipline in consideration of extenuating and mitigating factors and the unit member's past history of misconduct or poor performance.

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 Informal discipline refers to oral counseling sessions, oral and written warnings, and other lower level admonitions that are kept in the immediate supervisor's office and not placed in the unit member's personnel file.

Formal discipline includes: written reprimands, suspensions without pay, or dismissals for cause, the documentation of which is placed in the unit member's official personnel file in District Human Resources.

For purposes of this Article, denial of tenure, non-renewal of a contract for a tenure-track employee, a Notice of Unprofessional Conduct and/or a Notice of Unsatisfactory Performance, and compulsory suspensions pursuant to Education Code section

87736 shall not be considered to be discipline for the purposes of this Article, and shall not be subject to the provisions of this Article.

All documentation of misconduct resulting in formal discipline must be placed in the unit member's official personnel file within thirty (30) days of the imposition of the discipline. A unit member's level of formal discipline may be based upon any prior disciplinary action only if those prior formal disciplinary materials are in the unit member's official personnel file in the District Human Resources Office and are less than three years old.

Disciplinary investigation shall occur in a timely manner following the occurrence or knowledge by the District of said incident.

Where the District intends to interview an accused unit member in the course of an investigation into allegations made against the accused unit member:

- i. The accused unit member shall be advised of the allegations made against him/her which are the subject of the investigation before the commencement of questioning;
- ii. A copy of any written complaint shall be provided or shown to the unit member before or during the interview where appropriate;
- iii. The District shall inform the accused unit member of his or her right to union representation.

The District shall take all reasonable efforts to ensure confidentiality during the course of the investigation in order to protect the integrity of the investigation and prevent against retaliation.

19.1.5 No unit member shall be formally disciplined except for one or more of the causes as delineated in Education Code section 87732.

19.2 Due Process

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, except in the case of the assertion of an affirmative defense by the unit member.

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.

19.2.3 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.

19.2.4 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 upon which the proposed disciplinary action is based;
3. A statement of the facts upon which the proposed disciplinary action is based;
4. A statement of the unit member's right to respond orally or in writing or both;
5. A statement of the unit member's right to have representation at the pre-disciplinary hearing.
6. All documents or materials upon which the recommendation to impose discipline has been made or a statement of the member's right to review the specified documents.

19.2.5 Pre-Disciplinary Hearing Timelines

19.2.5.1 The unit member must respond to the pre-disciplinary notice no later than ten (10) working days after delivery of the written pre-disciplinary notice. The pre-disciplinary hearing shall occur no sooner than twenty (20) working days after delivery of the written pre-disciplinary notice.

19.2.5.2 After the pre-disciplinary hearing has been concluded and all pertinent facts have been reviewed, the appropriate manager shall notify the unit member and his/her representative in writing of the recommendation to be made to the President or Vice-Chancellor of Human Resources. If the President or Vice-Chancellor of Human

Resources sustains the recommendation, the recommendation shall be forwarded to the Chancellor for action with a copy provided to the unit member.

19.2.5.3 If the Chancellor sustains the recommendation, the Chancellor shall notify the unit member and his/her representative in writing of the recommendation to be made to the Board of Trustees regarding discipline, if any, within ten (10) working days of the recommendation made by the President or Vice-Chancellor of Human Resources.

19.2.5.4 Any of the pre-disciplinary hearing timelines may be modified by mutual agreement of the parties.

19.2.5.5 If the Chancellor recommends that a suspension or termination be imposed, the recommendation shall be submitted to the Board of Trustees for consideration and decision pursuant to Education Code sections 87671 and 87672.

19.2.6 Final Notice of Discipline

Following the decision made by the Board of Trustees pursuant to Education Code section 87672, 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 upon which the disciplinary action is based;
3. A statement of the facts 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 thirty (30) working days from the date of service of the final notice of disciplinary action;
5. A copy of all materials upon which the District has based its decision to impose discipline or a statement of the member's right to review the specified documents.
6. A separate card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of the charges.

In cases where the District's disciplinary action is to dismiss a unit member for immoral conduct, conviction of a felony or of any crime involving moral turpitude, with incompetency due to mental disability, or with willful refusal to perform regular assignments without reasonable cause, and pursuant to Education Code

sections 87735 and 87736, the District may, if it deems such action necessary, immediately suspend the employee from his or her duties without pay and give notice to him or her of his or her suspension without pay, and that 30 days after service of the notice, he or she will be dismissed, unless he or she demands a hearing. If the employee does not demand a hearing within the 30-day period, his or her dismissal shall be effective upon the expiration of 30 days after service of the notice. The preceding notice requirements of section 19.2.6 still apply in these cases.

19.2.7 Appeal of Discipline

Unit members who are dismissed or suspended may appeal the disciplinary decision pursuant to Education Code sections 87673 et. seq.

As per Education Code section ???, in cases of appeal of discipline where the grievant is not being represented by AFT, the employee will bear all costs associated with her/his own representation and the District shall pay the full cost of the arbiter and all hearing related costs.

ARTICLE XX

SAVINGS CLAUSE and SUPPORT OF AGREEMENT

- 20.1.** If any provision of this Agreement or its application to a unit member is held to be contrary to law, 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 for the purpose of renegotiating the affected provision(s).
- 20.2** AFT and the District recognize the duty and obligation of its respective representatives to comply with the provisions of this Agreement and to extend every effort for the implementation of all its provisions.

ARTICLE XXI

NOT-FOR-CREDIT INSTRUCTORS

All Articles of this Agreement shall apply to not-for-credit instructors with the exceptions of:

ARTICLE V – EVALUATION AND TENURE

ARTICLE VII – WORKING CONDITIONS

**ARTICLE VIII – FACULTY SERVICE AREAS, ASSIGNMENT,
REASSIGNMENT TRANSFER, LAYOFF, AND
REEMPLOYMENT**

ARTICLE IX – COMPENSATION AND BENEFITS

ARTICLE X – RETIREMENT

ARTICLE XI – PART-TIME FACULTY

ARTICLE XII – SUMMER AND INTERSESSION

ARTICLE XIII – LEAVES OF ABSENCE

ARTICLE XIV – SABBATICAL LEAVE

**ARTICLE XV – PROFESSIONAL GROWTH ACTIVITIES & INTELLECTUAL
PROPERTY RIGHTS**

ARTICLE XVI – CONFERENCE ATTENDANCE

Any terms and conditions of employment for not-for-credit instructors which would fall under the above Articles shall continue under the status-quo in effect as of the date of ratification of this Agreement.

ARTICLE XXII – DURATION AND CONDITIONS

- 22.1 Any individual agreement between the District and any individual faculty member within the representational unit of this Agreement which would modify the faculty member's wages, hours or other terms and conditions of employment in such a manner to be inconsistent with 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 unless otherwise agreed to in writing between the District and AFT.
- 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 Intellectual Property Rights, Evaluation Forms and those other Articles within this Agreement which specifically call for meeting and negotiating. Upon mutual written agreement, the parties may reopen additional articles for negotiations.
- 22.4 The parties agree to amend this Agreement as necessary to implement the economic provisions of the Resource Allocation Formula. All subsequent economic improvements will be paid from the AFT's share of the Resource Allocation Formula (see Appendix <tbd>).
- 22.5 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.
- 22.6 The duration of this Agreement shall be from November 1, 2014 through June 30, 2017.