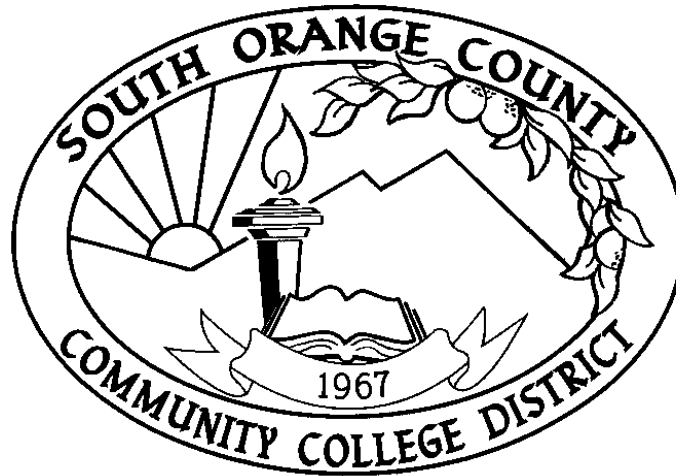


**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**



**ACADEMIC EMPLOYEE
MASTER AGREEMENT**

2000 - 2002

REVISED

**AGREEMENT BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT FACULTY ASSOCIATION**

TABLE OF CONTENTS

ARTICLE	Page
I Agreement	1
II Recognition	3
III Definitions	4
IV Negotiation Procedures	6
V Association Rights	7
VI Professional Dues or Fees and Payroll Deductions	8
VII Grievance Procedure	9
VIII Leaves	14
IX Personnel Files	25
X Part-Time Faculty	26
XI Transfers	27
XII Faculty Evaluation Procedures.....	28
XIII Workload	31
XIV Additional Duty and Compensation.....	40
XV Travel.....	41
XVI Employee Benefits.....	42
XVII Retirement Incentive Plans.....	45
XVIII Unit Stability	48
XIX Organizational Security	49
XX Salary Schedule	51
XXI Severability	54
XXII Reopener Clause	55

ARTICLE	Page
XXIII Board Policies	56
XXIV Layoff Procedures	57
XXV Discipline Procedures	58
XXVI Federal and State Statutes.....	59
XXVII Effect of Agreement.....	60

APPENDICES

A Instructor's Evaluation Report.....	61
B Large Class Formulas.....	63
C Academic Personnel Additional Duty and Compensation.....	64
D Health Insurance Plan.....	65
E Life Insurance Plan.....	66
F Dental Insurance Plan.....	67
G Vision Insurance Plan.....	68
H Salary Protection Insurance Plan.....	69
I Academic Salary Schedules.....	70
J Grievance Form.....	74
K Specifications of Workload and Compensation Provisions.....	76
L Learning Center Instruction.....	83
M Reduced Contract Request.....	85
N Professional Development Leave Option: Credited Paid Leave for Overload Hours (NOT CURRENTLY IN USE).....	86
O Unpaid Workload Exchange.....	88
P OSH Banking Request Form.....	89

ARTICLE I

AGREEMENT

1. The Articles and Provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the South Orange County Community College District ("District") and the South Orange County Community College District Faculty Association, an affiliate of CTA/NEA, ("Association" or "SOCCCDFA") an employee organization.
2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("ACT" or "SB 160").
3. This Agreement shall remain in full force and effect from July 1, 2000 until June 30, 2002, subject to provisions for reopened negotiations in Article XXII, Reopener Clause.

For the District:

For SOCCCDFA:

/s/ John S. Williams
President, Board of Trustees

/s/ Sherry Miller-White
President, SOCCCDFA

/s/ Teddi Lorch
Clerk, Board of Trustees

/s/ Sharon MacMillan
Chief Negotiator

/s/ Kathie O'C. Hodge
Chancellor

/s/ Robert W. Kopfstein
Negotiating Team Member

For the District:

/s/ William O. Jay
WILLIAM O.JAY

For SOCCCDFA:

/s/ Sharon MacMillan
SHARON MacMILLAN

/s/ Sherry Miller-White
SHERRY MILLER-WHITE

/s/ Robert Kopfstein
ROBERT KOPFSTEIN

/s/ Kenneth Woodward
KENNETH WOODWARD

ARTICLE II

RECOGNITION

The District recognizes the Association as the exclusive representative of academic full-time and part-time employees of the District, including librarians and counselors, for the purposes of meeting and negotiating. Management, confidential, and supervisory employees as defined by the Act shall be excluded.

ARTICLE III

DEFINITIONS

1. "Academic year" means fall and spring semesters of a school year which are consistent with assigned duty days.
2. "Act" refers to the Educational Employment Relations Act.
3. "Administration" means the college or District employees declared management employees by the Board of Trustees.
4. "College" shall be interpreted as the specific institution (Irvine Valley College or Saddleback College) of employment to which a faculty member is primarily assigned.
5. "District" shall refer to the entire South Orange County Community College District consisting of both Irvine Valley College and Saddleback College as well as their campus sites.
6. "Contact hour" shall be defined as fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
7. "Daily rate of pay" means the annual contract salary divided by the number of duty days of the individual unit member under that contract.
8. "Duty days" means those days on which faculty members are assigned classes, counseling duties, regular library duty, and in-service days recognized as satisfying the college's requirements under the Education Code of California.
9. "Faculty" refers to all employees who are included in the appropriate unit as defined in Article II, and therefore covered by the terms and provisions of this Agreement.
10. "Faculty member" refers to any individual employee who is included in the appropriate unit as defined in Article II, and therefore covered by the terms and provisions of this Agreement.
11. "Lecture Hour Equivalent"

For the purposes of any and all full-time contracted workloads, one lecture hour equivalent (LHE) shall be defined as one semester hour of classroom activity, or 1.2 semester lab hours or 2 semester counseling hours or other non-instructional activities.

12. "One Semester Hour" (OSH) shall be defined as the equivalent of one contact hour, per week, per semester for an instructional assignment.
13. "Negotiable items" means faculty salaries, hours, terms and conditions of employment, and other matters which are of concern to the Board and the Association as defined in the scope of negotiations' sections of the Act.
14. "Non-Teaching Load" - A non-teaching load shall not exceed thirty-six (36) hours per week.
15. "Paid leave" means that a faculty member shall be entitled (a) to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same or comparable position held and (c) to receive credit for annual salary increments provided during the paid leave.
16. "Personnel Titles" - If any personnel titles change during the period of this agreement, the new title shall replace any existing titles as written in the Agreement.
17. A "Standard Academic Year" shall be 178 duty days within the fall and spring semesters subject to the Academic Year Calendar provisions of the Workload Article of the Agreement.

ARTICLE IV

NEGOTIATION PROCEDURES

1. Either party may notify the other in writing, between March 1 and May 1 in the year that this contract expires, of its request to modify, amend or terminate the agreement. Negotiations shall thereafter commence in accordance with law. Any tentative agreement reached between the parties shall be reduced to writing and signed by both parties.
2. Ratification of the Agreement, both by the District and the Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
3. Either party may utilize the services of outside consultants to assist in the negotiations.
4. Negotiations shall take place at mutually agreeable times and places during the regular teaching day, provided that meetings shall be held within five (5) working days from receipt of a written request. This time may be extended by mutual consent.
5. Release time without loss of compensation shall be provided to Association members for negotiations and the conducting of Association business as follows: 30 LHE's to be utilized by no more than five (5) negotiating team members and the Association President and/or the Association Grievance Chair. Two additional OSH will be added for summer use only One OSH for the President and one OSH for the Chief Negotiator. Schedules of those faculty members receiving release time shall be mutually arranged by them and the District so as to minimize disruption to the educational process and with the intent of allocating reasonable periods of time for negotiations and the conducting of Association business.
6. Upon request, the District shall furnish the Association with one copy of any District, county, or state reports as well as budgetary information it produces that are necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative.

ARTICLE V

ASSOCIATION RIGHTS

1. The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to, typewriters, duplicating equipment, calculating machines, data processing equipment, and all types of audiovisual equipment.
2. The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
3. The Association and its college representatives shall have the right to use the college mail distribution services for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
4. Duly-authorized Association representatives shall be free to conduct official Association business, including grievance representative activities, on college property, and as necessary to the performance of Association responsibilities to members of the bargaining unit.
5. Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association approximately thirty (30) days from the first day of each recognized academic term, i.e. fall and spring semester, unless release of specific information is disallowed by particular faculty.
6. The District and the college administration shall seek to consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to scope items under the Act.

ARTICLE VI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

1. Any faculty member who is a member of the Association, or who has applied for membership, may sign and deliver to the college administration an assignment authorizing deduction of unified Chapter/CTA/NEA, or assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year. Deduction for faculty members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which the faculty member is contractually employed during the current academic year.
2. With respect to all sums deducted by the District pursuant to authorization of the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made, when computer facilities are available for keeping these records.
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of that faculty member; and the District shall make appropriate remittance for annuities, credit union, savings bonds, or any other plans or programs approved by the Association and the District.

ARTICLE VII

GRIEVANCE PROCEDURE

1. Definitions

- A. A "grievance" is a written claim by an aggrieved faculty member(s) that there has been a violation, misapplication, or misinterpretation of any provisions of this Agreement.
- B. An "aggrieved faculty member" or "grievant" is the person or persons making the claim.
- C. A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- C. The time limits specified at each of the following levels shall be considered as maximums unless extended by mutual agreement.
- D. In the event a grievance is filed at such a time that it cannot be processed through all steps of this grievance procedure by the end of the academic year, and, if left unresolved until the beginning of the following academic year, could result in harm to a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the academic year or as soon thereafter as possible.

3. Procedure

- A. Grievant will first informally discuss the grievance with the appropriate Dean, or appropriate immediate full-time managerial supervisor, either directly or through the Association's grievance representative with the objective being to resolve the matter informally.
- B. Level One. If the grievant is not satisfied with the disposition of the grievance at the Informal Level, the grievant may file the grievance with the President of the Association and the appropriate Vice President of Instruction or designee. This must be done within five (5) working days following the discussion provided at the Informal Level. Within five (5) working days after receipt of the grievance by the Vice President of Instruction or designee, the Vice President or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the Vice President, or designee, shall be presented to the grievant in writing within five (5) working days following this meeting.
- C. Level Two. If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may be filed with the President of the College. This must be done within five (5) working days after receipt of the grievance by the President, the President or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the President, or designee, shall be presented to the grievant in writing within five (5) working days following this meeting.
- D. Level Three. If the grievant is not satisfied with the disposition of the grievance at Level Two, the grievant may file the grievance with the Chancellor of the District. This must be done within five (5) days following the decision provided at Level Two. Within ten (10) working days after receipt of the grievance by the Chancellor, the Chancellor, or designee will meet with the grievant and/or designee in an effort to resolve the grievance. The decision, including stated reasons for said decision, of the Chancellor, or designee, shall be presented to the grievant in writing within five (5) working days following this meeting.
- E. Level Four.
 - 1. In the event that the grievant is not satisfied with the decision at Level Three, the Faculty Association shall notify the Chancellor that the grievance shall be submitted

to a neutral arbitrator. Such notification must be in writing, filed within ten (10) days with the Chancellor after the date of the decision at Level Three, and be accompanied by a written statement from the Faculty Association agreeing to take the grievance to arbitration. If no agreement on a mutually acceptable arbitrator can be reached within ten (10) days after the written request is made, the Faculty Association shall request a list of arbitrators from the American Arbitration Association (A.A.A.) consistent with this provision.

2. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association (A.A.A.).
 3. The arbitrator's decision will be in writing and will set forth his/her findings, reasoning and conclusions on the issue(s) submitted.
 4. The arbitrator will be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is violative of the terms of the agreement.
 5. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.
 6. The arbitrator shall have no power to establish salary structures.
 7. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
 8. The cost of the services of the arbitrator will be borne equally by the District and the Faculty Association. All other expenses shall be borne by the party incurring them.
 9. The decision of the arbitrator shall be "final and binding" and the grievant and the District shall comply with the decision unless a court of competent jurisdiction directs otherwise.
4. Rights of Faculty Members to Representation
- A. No reprisals of any kind will be taken by the Board, the Chancellor of the District, or by any member or representative of the administration of the District, against any aggrieved person, any party in interest, any

member of the Association, or any other participant in the grievance procedure by reason for such participation.

- B. A faculty member may be represented at all stages of the grievance procedure by himself /herself, or optionally, by a representative selected by the Association or by legal counsel at his/her own expense. If a faculty member is not represented by the Association or its representative, the Association shall have the right to review the grievance, the proposed resolution, and state its view. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.

5. Miscellaneous

- A. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor of the District.

If the grievance is against the Chancellor of the District, the grievance shall be submitted directly to the Association and the President of the Board of Trustees. The processing such grievance shall take place with at least one member of the Board present during the proceedings. If necessary, this grievance shall continue as specified in Level Three.

The Association may process such a grievance through all levels of the grievance procedure even though the individual grievant does not wish to do so.

- B. Decisions rendered at all levels of the procedure shall be in writing and shall include the reason(s) underlying the decision and will be transmitted promptly to the grievant and his/her representative.

Any time limits set forth herein shall begin the day following the receipt of a written decision.

- C. When it is necessary for the Association's representative to attend a grievance meeting provided for herein during the teaching day, he/she will upon notice to the appropriate Dean, be released without loss of pay in order to permit participation in the foregoing activities. Any faculty member who is requested by any party of interest to appear in such meetings or hearings as a witness shall be accorded the same right.

- D. All documents, communication, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the Personnel file of any participant. The grievance file shall be maintained by the Office of Human Resources.

- E. The Form for filing grievances, serving notices, taking appeals, making reports and recommendations is attached as Appendix J.

ARTICLE VIII

LEAVES

1. The benefits provided faculty members by Section 87700 through 87701 and 87763 through 87788 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties imposed under Paragraph 14 of this Article, entitled "Miscellaneous."

2. Sick Leave

Each full-time faculty member under yearly contract shall be entitled to one (1) day of paid sick leave each month of employment (i.e., 10 days for 10 months; 12 days for 12 months). Sick leave shall be accrued for all hourly instruction and shall be computed by the following formula:

.0558 hours sick leave per hour paid

- A. Unused sick leave shall accrue from academic year to academic year.
- B. At the beginning of each academic year, every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year.
- C. The District shall provide information upon individual request, on the amount of sick leave accrued, by transfer or otherwise, and sick leave entitlement for the academic year.
- D. "Transferability of Sick Leave" Trust Fund or Contribution Plan
Faculty may contribute sick leave to other faculty on a one-for-one basis (one day for one day, etc.) with no reference to the possible difference in their salaries. The employee is responsible for determining any STRS, IRS or other agency effect that may occur. This is to assist a faculty member who has a lengthy illness and has run out of sick leave. Sick leave can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

3. Maternity Leave

- A. The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the South Orange County Community College District.
- B. Child-Rearing Leave: Upon request, the District shall provide a faculty member who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her infant. Such leave shall remain in effect at least until the end of the semester following the birth or adoption of the child. A faculty member shall notify the District that he or she intends to take such leave at least four weeks prior to the anticipated date on which the leave is to commence.

4. Extended Illness Leave

If a faculty member has utilized all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or, in the event that no substitute is employed to replace the faculty member, the regular substitute rate for that position: In no case shall the amount deducted exceed 50% of the employee's regular salary. The five (5) months or less period during which the above deductions occur shall not begin until all other paid sick leave provisions for which he or she are eligible have been exhausted.

5. Industrial Accident and Illness Leave -- Section 87787 of the Education Code is supplemented as follows:

- A. A faculty member shall be entitled to such leave without limitation as the number of days of entitlement.
- B. The total of the faculty member's temporary disability indemnity and the portion of salary due during the leave shall equal his or her full salary.
- C. A faculty member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as the faculty member and the attending physician agree that there has been such a recovery.
- D. An industrial accident or illness as used in this paragraph means any injury or illness whose cause can be traced to the performance of services for the District, either on campus or off campus.
- E. The parties agree that nothing in this Article shall preclude the District from recommending that a faculty member be placed on disability retirement under the State Teachers Retirement System.

6. Personal Necessity Leave

Every faculty member shall be entitled to use six (6) days of paid sick leave allotment during each academic year in case of personal necessity.

- A. "Personal Necessity" means any business, endeavor, or activity which cannot be conducted before or after the teaching day without causing undue inconvenience to the faculty member. Faculty members shall handle such leave in a responsible manner.
- B. A faculty member shall make every attempt to give advance notice for use of Personal Necessity Leave.
- C. A faculty member shall not be required to give reasons for the use of such leave.

7. Bereavement Leave

Every faculty member shall be entitled to three (3) days of paid leave or absence or five (5) days if travel of more than two hundred (200) miles is involved for each occurrence on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

"Immediate family" means the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, or sister-in-law, of the employee, or any relative living in the immediate household of the employee.

8. Professional Development Leave

The District may grant a faculty member an unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or governments. Procedures and criteria for applying for and awarding such leave shall be developed and applied by a collegewide faculty and management committee.

9. Jury Leave

A faculty member shall be entitled to as many days of paid leave as are necessary when called for jury duty or when summoned for a court appearance not as a result of the faculty member's own misconduct or connivance. Any monies received from the courts as jury duty pay shall be transferred to the District, mileage and per diem excluded.

10. Legislative Leave

A faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed six (6) years.

A. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.

- B. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any of the other benefits accorded by Paragraph 14, entitled "Miscellaneous."

11. In-Service Leave

A faculty member may be granted up to three (3) days of paid leave each academic year for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend Association workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

12. Sabbatical Leave

The Board of Trustees shall grant sabbatical leaves of absence to eligible certificated employees for one semester, or one academic year, each being considered as fully exhausted current sabbatical leave for which the recipient is eligible. The following procedures will be observed:

A. Policy Objective

Sabbatical leave shall be approved for professional improvement of the employee which will ultimately contribute to the benefit of the students and the South Orange County Community College District.

B. Purpose of Leave

Sabbatical leaves may be granted for, but not restricted to, the following:

- 1) Professional study
- 2) Study on special project or research problem
- 3) Approved teaching fellowship
- 4) Approved travel and observation
- 5) Work in industry or business or government

C. Eligibility

Any full-time faculty member who has served the District for six (6) consecutive years as a certificated employee shall be eligible (as allowed in 87768 West's Annotated California Codes). Not more than one such leave may be granted in each seven (7) year period.

D. Committee

The Faculty-Administration Committee for Sabbatical Leaves shall have as its sole responsibility the handling of matters pertaining to sabbatical leaves.

- 1) The Committee will consist of one (1) faculty member for each division/ school, and one administrator appointed by the Chancellor.
- 2) Applications shall be on file no sooner than November 1, and no later than December 1 of the preceding year.
- 3) Applications and Committee recommendations shall be forwarded to the District Chancellor.
- 4) The applicant shall be notified on or before February 1 regarding the acceptance or rejection of the application.
- 5) Under exceptional circumstances, late applications shall be considered.
- 6) After a leave has been granted, a change of purpose or a change in the detailed plan shall be cause for reconsideration of the agreement between the District and the employee.

E. Quota

- 1) The number of sabbatical leaves granted each year shall not exceed the two (2) semester equivalent of 4.63% of the current full-time (100%) contractual academic staff positions, provided, however, there shall be no more than 5% of the current full-time contractual academic staff positions on sabbatical and/or program leaves any one semester. The number of full year (two consecutive semesters within an academic year) sabbatical leaves granted in any given year shall be no fewer than one percent (1%) of the number of current contractual academic staff positions. The remainder of the available sabbatical leaves in any given year may be granted for one semester or one academic year.

- a) The number of faculty entitled to leaves shall be calculated as 4.63% of all current full-time (100%) contractual academic members of the bargaining unit in paid status or an approved leave not later than December of the academic year. Specially funded or temporary assignments are not included in the full-time faculty calculation.
- b) The determination of the number of sabbaticals granted for any given academic year shall be made by rounding after the multiplication process takes place.

Example: $4.63\% \times 255 \text{ Faculty}^* = 11.8 \times 2 = 23.6$
Rounding 23.6 gives the faculty 24 semesters

*Number will vary based upon total faculty complement.

- c) The manner of calculating the number of sabbaticals will not deviate from this formula, unless altered by contract.
- 2) A list of alternates shall be established and maintained by the Committee on Sabbatical Leaves, in the event that change of plans of applicants or increases in staff permits additional grants.

F. Priority Determinations

- 1) In the event that more applications for sabbatical leaves are submitted than the quota will permit:
 - a) Applicants for their first sabbatical leave shall be given priority over applicants who have had a previous sabbatical leave.
 - b) Applications must then be approved by majority vote of the Sabbatical Committee based upon the value of the leave to the students, the District, and to the individual. Value of the leave to the students and college is evaluated in terms of what the applicant may contribute following his/her return through classroom teaching, leadership, curriculum development, or teaching methods.
 - c) Awarding of sabbatical leaves shall then be determined by seniority of service. (Seniority based upon the year of first full-time service.)

- d) In the event of a tie, when all previous criteria have been met, the tie shall be broken by a majority vote of the Sabbatical Committee.

G. Compensation

- 1) If the sabbatical leave is for the academic year, compensation shall be two-thirds (2/3) of his/her regular teaching salary.
- 2) If the leave is for one semester, the compensation shall be his/her regular teaching salary.
- 3) There shall be no reduction in fringe benefits during the term of a faculty member's sabbatical leave.
- 4) Salary while on leave shall be paid monthly during the fiscal year as teachers are paid.
- 5) Any income earned through gainful employment or received via grants or fellowships plus the compensation from the District while on sabbatical leave shall not exceed one hundred percent (100%) of the salary the employee would have received had he/she been on duty in the District. The Board may, upon application, grant exception to this.
- 6) Personnel granted sabbatical leave shall not be authorized to perform additional professional services for District pay, nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the basic sabbatical stipend during the period of the sabbatical leave. Exceptions shall only be considered by the Board upon the recommendation of the Chancellor or upon appeal from his/her adverse recommendation.

H. Guarantees

- 1) The employee must agree to return to the District for a period of service equal to twice the period of the leave.
- 2) The employee shall be returned to the same or comparable position held at the time the sabbatical leave was granted. If conditions arise which would make it necessary to change the employee's assignment, the employee shall be notified, where possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Education Code, Section 87774 (Chapter 1010 and 1011).

- 3) The written agreement between the District and the employee would include a bond for the protection of the District, assuring the return of a faculty member for a period equal to twice the period of the leave.

I. Report

Upon completion of the leave and within sixty (60) days of the employee's return to duty, a report shall be submitted (either transcripts of study completed or a narrative report and an evaluation of project pursued) to the District via the Committee for Sabbatical Leaves.

J. Incomplete Sabbatical Leave

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure granted; nor shall such interruption affect the amount of compensation to be paid the employee under the terms of the leave agreement, provided, however, that the authorities shall have been promptly notified of such accident or illness. Notification shall be made by registered mail, mailed within thirty (30) days of the time of the accident or the onset of the illness.

K. Sabbatical Failure

Failure to satisfy the sabbatical obligation may result in (1) the loss of sabbatical salary and/or (2) reimbursement to the District for funds paid to the recipient of the sabbatical leave.

L. Effect of Leave on Salary Increments and Retirement

- 1) A sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner.
- 2) A sabbatical leave shall be counted as experience for advancement on the salary schedule.
- 3) Incomplete sabbaticals can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that sabbatical pay is received.

M. Credits

Academic credits earned on their equivalent units from leave programs may be used toward salary increments the following September, in accord with the existing Board policies.

N. Policy Review

This policy would be reviewed annually.

13. Association Leave

Association officers or their designees may be granted three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to utilize for local, state, or national conferences, or for conducting other business pertinent to Association affairs. These representatives shall be excused from teaching duties upon at least two (2) days advance notification to the College President by the Association President.

14. Miscellaneous

A. Paid or Unpaid Leave for Professional Development or Paid Leave for Personal Reasons

Unless otherwise provided in this Article, a faculty member on a paid leave or an unpaid leave for professional development or paid leave for personal reasons shall be entitled to (a) return to the same or comparable position which he/she held immediately before commencement of the leave, (b) receive credit for annual salary increments provided during his/her leave, (c) receive during his/her leave all other fringe benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law. (Note: Unpaid leave will not allow credit for State Teachers Retirement System, STRS)

B. Unpaid Leave for Personal Reasons

Unless otherwise provided in this Article, a faculty member on an unpaid leave for personal reasons shall be entitled to (a) return to the same or comparable position which he/she held immediately before commencement of the leave, (b) receive no credit for annual salary increments provided during his/her leave, (c) purchase a one-year policy for insurance for the year of the leave by paying the premium, for the year, in advance, to the District's Business Office.

C. Reduced Contract Request Leave

A faculty member may request a reduced teaching load for any given academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.

Requests must be submitted for approval to the appropriate Dean. Faculty members must use the "Reduced Contract Request Form" (Appendix M) to gain the necessary approvals. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load may impact on employee benefits and will affect retirement credit received. The faculty member's salary will be reduced in keeping the percentage reduction in teaching load request.

15. OSH Banking (Leave Provision)

Full-time faculty may bank OSH (including large lecture OSH) until such time as the equivalent semester load is banked. At that time, the faculty member may take a semester leave of absence with full salary and benefits (this may be repeated no more than once every five semesters). (See Appendix P, Request Form.)

ARTICLE IX

PERSONNEL FILES

1. The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file.
2. There shall be only one official personnel file for each faculty member. This file shall be locked in a central location. The faculty member shall have access to his/her file. Representatives of the Association shall have immediate access to said file with the faculty member's written authorization. Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent.
3. Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.
4. A faculty member shall have the right to file a statement regarding any material submitted for inclusion in his/her file, and the statement shall be attached to the file copy. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve documents which are punitive or disciplinary in nature.
5. A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

ARTICLE X

PART-TIME FACULTY

1. Academic part-time and temporary faculty shall be covered by all of the provisions of this Agreement which relate to temporary, part-time, non-regular instruction, or partial contracts.
2. In the event the District awards a partial contract, it shall specifically stipulate the total salary to be paid over the academic period of employment.
3. Academic part-time faculty shall be paid in accordance with Article XX, Salary Schedule.
4. Information regarding academic full-time faculty vacancies at all colleges in the District shall be made available to all part-time faculty.
5. It is the intent of this District to use full-time contract personnel to teach classes whenever possible, provided, however, that nothing herein shall limit the right of the District to hire additional full-time academic faculty to teach classes which otherwise would be taught on an overload basis.
 - A. Academic part-time faculty positions shall not be created to replace academic full-time positions.
 - B. Classes may be assigned to faculty, identified as part-time faculty if:
 - 1) They have received Board approval.
 - 2) Minimum qualifications or equivalency have been approved by the District or possession of a valid California credential that authorizes services as a community college instructor.
 - 3) There is sufficient enrollment.
 - 4) Full-time faculty loads have been met.
6. Part-Time Faculty Seniority - The District and the SOCCCDFA mutually agree that part-time teachers should gain seniority in respect to full-time openings after five (5) full years or more of district teaching with no negative evaluations; such part-timers, meeting the basic advertised requirements for the position, would thus pass over the paper screening stage in a hiring process, and automatically be forwarded on to the interview phase of hiring procedures. The candidate would have no other special advantage in the process. There is no cost to the district for this item.

ARTICLE XI

TRANSFERS

1. Transfers

A. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").

B. A lateral transfer refers to any management or Board action which results in the movement of a faculty member from one immediate supervisorial area to another.

2. Voluntary Lateral Transfers: A faculty member may request a voluntary lateral transfer to a new or vacated position to take effect at the beginning of the next academic semester.

A. The request for voluntary lateral transfer may be initiated at any time.

B. All requests for voluntary transfers shall be considered on the basis of (1) credentials, (2) reasonableness, and (3) seniority.

C. No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.

D. If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

3. Involuntary Lateral Transfers: Transfers shall not be punitive or disciplinary in nature. They shall be based on the educational-related needs of the District.

A. A faculty member may be involuntarily laterally transferred provided (1) credentials, (2) reasonableness, and (3) seniority have been appropriately considered.

B. Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required credentials, (2) reasonableness, and (3) seniority.

C. A faculty member who is to be involuntarily laterally transferred shall be given the reasons for the transfer.

D. An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and class.

ARTICLE XII

FACULTY EVALUATION PROCEDURES

1. Evaluation Procedure

- A. Every probationary academic employee shall be evaluated by the administration at least once every school year, and shall receive a written report of this evaluation, no later than the last duty day of the semester in which evaluation takes place. The form for this report is presented in Appendix A.
 - 1) Every temporary part-time faculty member shall be evaluated by the administration during the first semester of assignment, and a written report of this evaluation on the appropriate form shall be presented to the faculty member no later than the last duty day of the semester.
 - 2) Every temporary part-time faculty member shall be evaluated by the administration at least once in each four semesters of teaching.
- B. Every tenured academic employee shall be evaluated by the administration at least every third year, and a written report of this evaluation shall be received no later than the last duty day of the semester in which evaluation takes place. The form for this report is presented in Appendix A.
- C. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This faculty evaluator shall be selected from the same academic area and/or subject being taught at the time of the evaluation. This second evaluation is intended for improvement of instructors and it may become a part of the personnel file.
- D. Student evaluations may be permitted, but shall not be included as a part of the faculty evaluation process nor the personnel file.
- E. The faculty member shall retain the right to select the course(s) in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her teaching abilities.

- F. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes or one full period, and may be preceded by an evaluation conference.
- G. Any academic employee who receives a negative evaluation shall, upon request, be entitled to a subsequent observation, conference and written evaluation.
- H. The academic employee's evaluator shall take positive action to correct any cited deficiencies. Such action shall include specific written recommendations for improvement.
- I. If subsequent remedial action eliminates the negative evaluation and/or the deficiencies, then the evaluator shall write a statement that deficiencies have been corrected and the statement shall be placed in the faculty member's personnel file.
- J. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- K. Faculty shall not be required to participate in the evaluation and/or observation of other faculty.
- L. The evaluator shall not base his/her evaluation of an academic employee on any information which was not collected through the evaluation procedures. Hearsay statements shall be excluded from written evaluations.
- M. The classroom visitation evaluation form shall be developed for both full-time and part-time instructors.
- N. Evaluation procedures shall be the subject of a joint committee study which shall meet periodically during the term of the agreement. The responsibility of the joint committee shall be to propose a mutually acceptable system for the evaluation of full-time and part-time faculty members, or, in the alternative to narrow the scope of the differences between the parties' proposals to permit effective negotiations when a successor agreement is discussed.
- O. For South Orange County Community College District faculty hired after June 30, 1990, administration may choose to supplement administrative review with peer review. Per AB 1725, this review will be for instructional improvement only and cannot be included in any faculty member's permanent file.

1. Qualified peers normally should be tenured members of the same department as the faculty person being evaluated. However, by mutual agreement of administration and the faculty person this qualification could be waived.
2. For probational contract and tenured faculty members two qualified peers shall participate in each peer review. The two shall consist of one to be selected by the evaluator and one by the evaluatee. The evaluatee has the right of peremptory dismissal of the first peer chosen by the evaluator. If the evaluatee objects to subsequent choices by the evaluator (i.e., appropriate administrator), the evaluatee may produce a written statement explaining the grounds for his/her objections. That written statement then becomes part of the peer review process.
3. For temporary full-time faculty members, only one peer shall participate in the evaluation. That peer shall be selected by the appropriate administrator, but the faculty member shall have the same right to exercise peremptory dismissal and written statement as in #2 above.
4. Peers shall base their review on direct observation of the faculty member during performance of his/her assigned duties; and in addition one of the following:
 - a. Interview with faculty member regarding his/her job performance;
 - b. Direct, first-hand observations of the faculty person in his/her relationships and communications with students, peers, and other members of the college community.
5. Each peer shall submit in writing a statement of opinion regarding the faculty member's performance based on the purview defined in #4 above. Doing peer review is voluntary. Faculty doing peer reviews shall have the option of counting each review as 8.3 hours toward the contractual 16.6 per semester of committee/governance /meeting activity or as .50 OSH for pay. No faculty member will do more than two reviews per year unless agreed to by the evaluatee(s) involved. Once the peer review documents are completed, they will be given to the evaluatee by his/her appropriate administrator along with any comments the administrator wishes to add; at that time the peer review report becomes the sole property of the evaluatee.

ARTICLE XIII

WORKLOAD

1. For the purposes of determining workload, a "contact hour" shall be defined as fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.
2. A contact hour shall not be interpreted as being comprised of other faculty responsibilities such as:
 - A. Office hours.
 - B. Course preparation and evaluation of student course assignments.
 - C. Assigned faculty committees.
3. For the purposes of any and all full-time contracted workloads, one lecture hour equivalent (1 LHE) shall be defined as one semester hour of classroom activity, or 1.2 semester lab hours or two (2) semester counseling hours, or other non-instructional activities.

One semester hour (OSH) shall be defined as the equivalent of one contact hour, per week, per semester for an instructional assignment.
4. The normal workload for full-time faculty shall be thirty (30) LHE's per year (averaging fifteen (15) LHE's per semester). If load is over 30 LHE's, and does not exceed 32, OSH will be paid. These adjustments will be paid on the last working day of February and April. This will allow for adjustments from the fall and spring loads.
5. The normal number of separate course preparations for a normal full-time workload per semester shall not exceed three (3). In some cases, necessity or instructor preference shall require the assignment of more than three (3) separate preparations.

6. Normal Class (For One instructor)

The normal class size may range from twenty two (22) to forty-five (45) students. The District has consistently allowed classes to be offered with less than minimum enrollment. The rationales for those variances have been academic or pedagogic or dictated by facilities. Nothing in the current agreement modifies administration's ability or will to allow these variances.

Exceptions to the class size minimums - The District and the Faculty Association agree to minimum class size exceptions for the following reasons: 1) Safety; 2) Restricted Classroom Space; 3) Occupational/ Certificate or Academic Sequential Programs; 4) Intercollegiate Athletics; 5) Mandated Program Limits. These exceptions will maintain the minimum class enrollments at 18 students per class or lower as required.

DEFINITIONS:

- 1) **Safety** - Dangerous Equipment/Tools or Chemicals where limited workstations demand lower student to teacher ratio.
- 2) **Restricted Classroom Space** - Classrooms with limited number of workstations.
- 3) **Occupational/Certificate or Academic Sequential Programs** - Whereas continuation of a series of classes to complete: a program for certification; training in an Occupational field or Academic preparation is required for a Major.
- 4) **Intercollegiate Athletics** - As competition requires certain team size.
- 5) **Mandated Program Limits** - Classes which are required to have a specific Teacher/Student Ratio (i.e. Nursing).

7. Normal Class (For Team Teaching)

Each of two (2) instructors shall receive normal class load credit when the class size ranges from forty-six (46) to seventy-five (75) students.

8. Large Classes (For One Instructor)

No faculty member shall be compelled to teach in excess of forty-five (45) students unless he/she wishes to do so and consents. In the event an instructor chooses to teach large classes, he/she shall be compensated per contact hour per week in accordance with the table in Appendix B.

The student enrollment figures shall be determined as of the last day students can register without instructor's permission. Only those classes designated as a large class by the Office of Instruction will be subject to the pay scale, Article XX.

9. No team of faculty members shall be compelled to teach in excess of a forty-five (45) students to one (1) instructor ratio unless they wish to do so and consent. In the event a team chooses to teach large classes, they shall be compensated per contact hour per week in accordance with the table in Appendix B.

The student enrollment figures shall be determined as of the last day students can register without instructor's permission. Only those classes designated as a large class by the Office of Instruction will be subject to the pay scale, Article XX.

10. All extension, continuing education, extended campus, external studies, evening, mini-course, workshop, independent study, special problems, and internship teaching assignments, which are available and which constitute overload course equivalencies, shall be made available to all faculty in the applicable department well in advance of commencement of the course(s), when practical.
 - A. Such courses shall be offered only with the prior consultation and consideration of the appropriate division/school, both Dean and faculty.
 - B. Such overload assignments shall be made after a reasonable attempt has been made to notify eligible faculty of the available position(s).
 - C. Division/school members who voluntarily accept such overload teaching assignments in accordance with equitable procedures developed by each division/school shall be compensated monetarily in accordance with the provisions of Article XX
11. Deans, in consultation with their divisional/school faculty, shall be responsible for determining and establishing appropriate class sizes, within the framework of the class size provisions of this agreement.
 - A. The written consent of the faculty member shall be required to exceed established class sizes.

- B. The number of students in laboratory sections shall not exceed the number of established stations. A lesser number may be required due to available equipment. Reasonable exceptions may be open-entry/open-exit classes and rotating station classes.
12. Summer Session Full-time faculty shall receive first consideration for summer session employment at their option, when student enrollment makes it feasible. An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed person to teach a single course in an area of his/her expertise.
- A. Summer session assignments shall be issued at least three (3) weeks prior to the start of summer session(s), where possible.
 - B. Summer session compensation shall be provided in accordance with the provisions of Article XX.
 - C. Appropriate provisions of this contract shall be in effect during the summer session(s).
13. Counselors
- A. For the purposes of determining the workload of faculty assigned to counseling, two (2) counseling hours shall be equivalent to one (1) LHE. Furthermore, the total workload of counselors shall not exceed thirty-six (36) hours per week unless by mutual agreement.
 - B. Counselors shall be compensated for a 195 day contract, which includes up to ten (10) days of registration counseling prior to the start of the regular contractual year, and the equivalent of seven (7) additional days to be worked within the bounds of the regular contractual calendar. The counselor activities for this additional time will be mutually agreed upon by each counselor and the appropriate administrator.
14. Librarians The workload for faculty identified as librarians shall be a thirty-six (36) hour work week.
15. Instrumental Music Instructor (Band) The workload for instrumental music instructor shall be a contract for 194 days of compensation with those days to be worked within the bounds of the regular contractual calendar.

16. Vocal Music Instructor (Choral) The workload for vocal music instructor shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.
17. Pep Squad Advisor The workload for pep squad advisor shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.
18. Head Football Coach and Assistant Football Coaches The workload for head football coach and assistant football coaches shall be a contract for 192 days compensation with those days to be worked within the bounds of the regular contractual calendar.
19. Head Basketball, Baseball, and Track Coaches The workload for head basketball, baseball, and track coaches shall be a contract for 192 days compensation with those days to be worked within the bounds of the regular contractual calendar.
20. Other Head Coaches The workload for other head coaches shall be a contract for 190 days compensation with those days to be worked within the bounds of the regular contractual calendar.
21. All Other Coaching Assignments The workload for all other coaching assignments shall be a contract for 187 days compensation with those days to be worked within the bounds of the regular contractual calendar.
22. Combination of Coaching Duties Those persons who will be assigned coaching duties in more than one sport will contract for an appropriate number of days to reflect the combination of sports.
23. Other Faculty Any teaching faculty, not specifically covered in this Article, who are assigned non-teaching duties, may be assigned at the rate of two (2) hours equivalent to one (1) LHE. Furthermore, their total workload shall not exceed thirty-six (36) hours per week unless by mutual agreement or superseded by law.
24. Work Experience Specialist The workload for faculty, identified as work experience specialist(s), shall be a thirty-six (36) hour work week.

25. Cooperative Work Experience Education (CWE)

Workload. – Full-time LHE credit for instructors teaching Cooperative Work Experience classes will be granted according to the formula specified below on the condition that the instructor meets each class - regardless of enrollment - a minimum of one hour per week per semester.

- A. One (1) LHE will be granted for classes with an enrollment of nine (9) to seventeen (17) students.
- B. Two (2) LHE will be granted for classes with an enrollment of eighteen (18) to twenty-seven (27) students.
- C. Three (3) LHE will be granted for classes with an enrollment or twenty-seven (27) or more students.

The maximum cooperative work experience education load is three (3) LHE's.

Workload – Part-Time

- A. Cooperative Work Experience section may vary from one (1) to thirty-five (35) students per semester.
- B. The instructor will be compensated at the rate of one contact hour's pay for each student only upon completion and submission of the learning objectives and other support documents required by Title V Guidelines.

In addition, the instructor will be required to make two (2) job-site visitations and to conduct two (2) student conferences per student per semester. For a combination of two (2) job-site visitations and two (2) student conferences, the instructor will be compensated with one (1) contact hour's pay.

- C. An instructor may contract for only one (1) CWE section of one (1) to thirty-five (35) students per semester.

26. Independent Study An instructor shall meet with a student(s) for a minimum of eight (8) hours per semester per independent study, and shall be paid at the appropriate hourly rate of pay for each of those eight (8) hours for an independent study.

- A. An independent study may involve up to three (3) students.
 - B. An instructor may accept up to two (2) paid independent studies per year.
 - C. Instructor hours scheduled for an independent study shall not coincide with that instructor's scheduled office hours or another of his/her independent studies.
27. Contracted Classes A contracted class is a class taught and arranged to be taught because of extenuating circumstances. The most common cause for engaging in a contracted class would occur when a class is canceled due to insufficient enrollment and the canceled class is needed to meet the specific need of the students affected.

In order to initiate a contracted class, the following criteria must be met:

- A. Mutual consent of the instructor and the Office of Instruction must be obtained, as well as division/school approval.
- B. It must be a class listed in the general catalog of the College.
- C. The course shall be well planned and structured within the guidelines of the course outlines.
- D. There shall be more than three (3) students. *See exception in the following paragraph.

When and if the above criteria are met, the Office of Instruction may engage in a contract with the instructor which would specify the number of hours necessary for the instructor to teach the course on a semi-independent study basis. These hours will be paid at the rate specified in Article XX, hourly pay. *A contracted class of fewer than four (4) students shall be paid as an independent study.

28. Innovative and/or experimental projects Course, or Programs

The District shall encourage and support the development of innovative and/or experimental projects, courses, or programs. When the development of such programs, projects, or courses requires workload adjustments not consistent with the provisions of this contract:

- A. Such adjustments must be temporary, not to exceed two (2) calendar years;
- B. Where such adjustments affect currently existing divisions/schools, the adjustments must be agreed to by vote of the faculty of the division/school;
- C. Such adjustments must be approved by mutual consent of the administration and the Representative Council of the Faculty Association.

29. Academic Year Calendar

By December 1, the Faculty Association will be requested to submit a plan to the committee developing the academic year calendar and/or meet with the Dean of Admissions, Records, and Outreach and participate in the development of the calendar.

30. Overload

Effective with the commencement of the 1998-99 academic year, full-time faculty may voluntarily accept discrete class overload assignments limited per semester to ten (10) OSH or one (1) class section, whichever is greater.

Exceptions to these limitations may be allowed with the prior approval of the appropriate Vice President of Instruction.

31. Unpaid Workload Exchange.

Each division will maintain a pre-approved agreed upon substitute list approved by the Dean of the division or School Chair and the Vice President of Instruction /Vice President of Student Services.

The faculty members who request an exchange must submit the request in writing and be signed by both parties. (Appendix O, Request Form)

It is agreed that the exchange is on an hour-for-hour. The exchange must be completed within the same academic year.

A faculty member may participate in no more than four (4) unpaid exchanges during any academic year. Unpaid faculty exchanges will not affect regular compensation or leaves as referenced in Article VIII Leaves.

32. Productivity Incentive/Class Averaging

If an instructor has an average of 45 students per class, nine (9) above the current average of 36, or a total of 225 students for the semester, he/she shall be allowed to teach the total 225 students in no fewer than four separate classes.

If an instructor has an average of 30 students per class or greater (150 students per semester), he/she shall be allowed to teach one class which does not meet the minimum enrollment of 22 (5 class minimum and 15 unit load if 3 unit classes) provided he/she still has 150 students.

This agreement does not change the contract language requiring 22 students as minimum class enrollment.

The District agrees that all reassigned time (except for negotiated reassigned time for the dues-paying collective bargaining group, whether that be the current Faculty Association or some other dues paying collective bargaining group, such as AFT, or the Teamsters, etc.) or an exception approved by the Chancellor can only be accepted by or given to academic employees as stipends. These stipends will be based on OSH pay rates and hourly wages calculated from OSH on top of faculty basic workload of 15 LHEs per semester of teaching, counseling, librarian, or nonteaching work. These stipend OSH rates will be in effect for both district funded and "soft" (grant) money funded stipends. To meet this load, all teachers will teach 15 LHEs per semester, all counselors will counsel 15 LHEs per semester (i.e. counsel 30 hours per week), and librarians do librarian work 15 LHEs per semester (i.e. do librarian work 30 hours per week). Librarians and counselors sometimes will have teaching combination responsibilities as well but all of these will be measured as 15 LHEs. Stipends will be taken to the Board at only two monthly meetings which are July and December.

ARTICLE XIV

ADDITIONAL DUTY AND COMPENSATION

Duties may be assigned in addition to the regular contract upon consent by the individual faculty member involved.

1. Generally, pay for additional duty shall be determined as specified by the appropriate appendix. (The schedule, to date, of additional duty and/or compensation shall be affixed to this Agreement as Appendix C.
2. Full-time faculty whose contract exceeds the number of duty days satisfying the College's requirements under the Education Code of California and whose additional duty and/or compensation is not specified in Appendix C shall be paid for the additional duty days on a pro-rata basis.
3. Compensation for additional duty not heretofore described shall be determined by negotiation with the Association at the time of assignment.

ARTICLE XV

TRAVEL

1. Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District-approved travel.
2. Faculty members on District approved travel shall be entitled to use District automobiles with administrative approval. Instruction shall be given high priority in the assignment of these vehicles.
3. Faculty members shall not be required to transport students in personal vehicles nor to use a private car for District business. If, however, a faculty member is approved by the administration to use a privately owned vehicle for District business, the District will provide reimbursement for such use at the rate of twenty-nine (29) cents per mile or the current I.R.S. allowance, whichever is greater, to be revised at the beginning of each calendar year. Tolls and other necessary expenses shall also be reimbursed.
4. If special California driver's license and special requirements for licensing are required in order for the faculty member to fulfill such duties, the District shall pay all costs involved in obtaining these licenses or for fulfilling these requirements.
5. Faculty members shall be covered under Workers' Compensation Insurance in the event of accident or injury incurred in the performance of his/her duties.

Compensation for mileage to off-campus teaching assignments, to be measured from the appropriate College (Irvine Valley or Saddleback), shall be provided at the rate specified above and when an assignment is in different locations within the same instructional day.

ARTICLE XVI

EMPLOYEE BENEFITS

1. Health Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid health insurance plan. Coverage provided shall meet the specifications outlined in Appendix D.

2. Life Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid life insurance policy. Coverage provided shall meet the specifications outlined in Appendix E.

3. Dental Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid dental plan. Coverage provided shall meet the specifications outlined in Appendix F.

4. Vision Insurance

The District shall provide all employees (75% of contract or greater) and their eligible dependents with a fully paid vision care plan. Coverage provided shall meet the specifications outlined in Appendix G.

5. Salary Protection Insurance

The District shall provide percentage of income benefits for one (1) year for employees who are eligible for STRS Disability Allowances. Coverage provided shall meet the specifications outlined in Appendix H. (It is understood that the District has the authority to change carrier(s) provided equal or better coverage is secured. The District agrees that any change in carrier ought to be made only after the Faculty Association has been informed and the opinion of its members considered.)

6. Benefits During Leave

Employees who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the District for a period of not less than twelve (12) months beyond the first five (5) months following the exhaustion of all leaves.

7. Tax Sheltered Annuities

Employees may participate in the tax sheltered annuity of their choice with the District providing payroll deduction for this purpose.

8. Medical Examinations and Tests

Medical examinations and tests required by the District for employment shall be paid for by the District.

9. Faculty shall be covered for fringe benefit purposes up to the first contractual day of each new academic year.

10. Parking

Appropriate staff parking shall be provided on campus for \$20 per academic year for each faculty member.

11. Part-time Medical Benefits to Start in Fall 1998

The District and the SCCCCDFA mutually agree that SOCCCD and the part-time faculty member will each pay half of the cost of the Kaiser Health Insurance Program for part-timers as per the following:

This Part-time Medical Benefit Plan will only be available to part-time faculty that have been continuously employed by the SCCCCD district five (5) semesters or more and are teaching 12 or more units a year. The District reserves the right to increase the minimum district part-time faculty experience required up to five (5) years based upon district determination and also the district reserves the right to reduce the coverage if costs are excessive. Summer teaching can be counted toward these twelve units. There will be one re-opener to reconsider this during the July 1, 1997 - June 30, 2000 period.

The plan would most likely be the Kaiser Plan for medical benefits with preliminary costs estimates of around \$45 - \$50 per month to both the district and the individual part-time faculty member.

TOTAL ESTIMATED COST TO THE DISTRICT AND INDIVIDUAL PERSON

Faculty Cost	District Cost
Kaiser Medical \$540.00 annual @\$45/mo. (estimate)	\$540.00 annual @\$45/mo.

12. Medicare Enrollment

The District and the SCCCCDFA mutually agree to re-open negotiations on this topic.

13. New Academic Employee Benefits

2000-2001	2001-2002
\$385,577	\$397,144

COST OF EACH ITEM NEGOTIATED IS SUBTRACTED BELOW
--

Delta Dental \$3000 Max - \$2000 Max Orthodontics 90/90/90	-86,500	-90,000
Long Term (UNUM)	-29,184	-29,184
LifeLink/EAP	-38,213	-38,213
Legal (Hyatt Legal)	-60,192	-60,192
Life Insurance increase by \$50K	-65,664	-65,664
TOTAL SUBTRACTIONS (Includes Doctoral Steps 26-30 and Initial Salary Placement)	\$467,188.	\$505,971.

DELTA DENTAL COVERAGE - This agreement will increase co-insurance benefits to 90% across the board to a maximum of \$3,000/ year for dental work for all insured and \$2,000 /year for orthodontics.

LONG TERM CARE (UNUM) - District will apply \$8 per person per month coverage for faculty. This provides coverage with a two year benefit maximum for faculty and spouses. The eligibility list includes parents, grandparents, inlaws, under "buy up" privileges provided for these individuals based upon their age and medical condition. If the faculty wants to include the faculty member's spouse, etc. they must make up the difference between \$8 and the cost of an additional person such as this spouse, etc.

LIFELINK/EAP - This agreement will increase the mental benefits for faculty to that which other district employees already have.

LEGAL (HYATT LEGAL) - This personal legal benefit is for personal legal use only and will be available within this plan at a cost of approximately \$16.50/month per employee. The plan excludes legal action against the employer.

LIFE INSURANCE within this agreement provides an increase of \$50K in current coverage at a cost of .36 per month per \$1000.

ARTICLE XVII

RETIREMENT INCENTIVE PLANS

Academic employees may participate in retirement incentive programs established by the Board of Trustees in compliance with the California Education Code.

1. Reduced Teaching Load with Full Retirement Credit (E.C. 87483)
 - A. The Board of Trustees may permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment. Following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.
 - 1) The option of reduced load may be exercised upon mutual agreement of both the District and the employee. Once the option is exercised, it is not revocable unless agreed to by the Board of Trustees.
 - 2) To be eligible to start the optional reduced load program, the employee must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
 - 3) The employee must have been employed full-time (100%) as an academic employee of the South Orange County Community College District for at least ten (10) years prior to the request for reduced load.
 - 4) Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time employee the same benefits provided a regular full-time (100%) academic member.
 - 5) The District and the employee shall agree to make contributions to the State Teachers Retirement System equal to the amount required of a full-time (100%) instructor.
 - 6) The minimum reduced load shall be the equivalent of one-half (1 / 2) of the number of days of service required by the employee's contract of employment during the final year of service as a full-time (100%) position.

- 7) An employee on the optional reduced load program upon mutual agreement with the District as a minimum shall work:
 - a) 100% of one semester and 0% of the other semester, or
 - b) 50% each semester, or
 - c) Any assignment that will average 50% or more for two (2) semesters of the academic year.
- 8) Employees who participate in this program shall not have the option of returning to a full-time teaching position unless so agreed upon by the Board of Trustees.
- 9) An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1 for the following college year.

2. Consultant Contract Program for Retired Academic Employees

- A. The Board of Trustees may award, when need exists, consultancy contracts to retired academic employees of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired academic employees.
 - 1) To be eligible to start the consultant contract program, the employee must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
 - 2) The employee must have been employed full-time (100%) as an academic employee of the South Orange County Community College District for at least ten (10) years prior to the request to participate in the consultant contract program.
 - 3) The employee must have officially retired from the District prior to July 1 of the college year in which the consultant contract begins.
 - 4) The contract shall be written for a period of up to five (5) years or until the employee reaches the age of sixty-five (65), whichever comes first.
 - 5) The contract may be written by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.

- 6) The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.
- 7) Employees opting for this program shall continue benefits through the duration of the contract and receive improved benefits awarded full-time employees.
- 8) An applicant for the consultant contract program must make application for the program no later than February 1 to be eligible for the following year.

3. Health and Medical Benefits for Retirees

Present medical, vision, and dental benefits shall continue upon retirement of employees who have been employed full-time by the District for ten (10) years immediately preceding the date of retirement. The present benefits for eligible dependents shall also continue upon date of retirement of the employee if the employee meets the eligibility requirements and subject to the requirements for dependent status.

These benefits outlined above shall continue until the retiree is eligible for government supported health and medical care (Medicare) or reaches the age of sixty-five (65), at which time the District will provide supplemental medical coverage for employees only. Other coverage for the employee and coverage for the dependents is subject to applicable state and federal laws providing for such coverage.

4. Emeritus Faculty Privileges

Emeritus Faculty shall retain the same professional privileges afforded regular faculty. Retiring faculty members will be granted Emeritus status, and their names will be retained in the College catalog. Emeritus instructors will be granted lifetime event, library, and parking privileges.

ARTICLE XVIII

UNIT STABILITY

1. Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article II. If not covered in Article II, placement shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.

2. No position or job title in the present bargaining unit shall be altered during the term of the Agreement without mutual agreement between the District and the Association.

3. When the District determines that a vacancy within the bargaining unit shall be filled, the faculty shall be notified within ten (10) days of the District's determination. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled. Vacancies in full-time positions which may occur during the term of this agreement will be filled by full-time faculty members as required according to student needs.

ARTICLE XIX

ORGANIZATIONAL SECURITY

1. The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.
2. Membership in the Association is not compulsory. Except as provided elsewhere in the agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, shall, on or before the sixtieth (60th) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment elect one of the following:
 - A. To become a member of the Association; or
 - B. Non-members of the Association may pay to the Association, during the term of the Agreement, a service fee in the amount equal to the Association's annual dues for representing such employees. Such amount shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this agreement and at the beginning of each successive school year.
 - C. To neither become a member nor pay a service fee.
3. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, Federal and State Courts, and to the extent that it does not conflict with any federal or state laws.
4. Exceptions to Section 2 above, shall be:
 - A. Part-time bargaining unit members electing Option 2A or 2B shall pay a prorated service fee in the same ratio as their part-time service bears to full-time service.

- B. Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months (September through June) and the number of months remaining in the school year. A month shall be determined if more than 51% of the teaching days in that month remain after the employee commences employment.
- 5. A bargaining unit member shall be responsible to the Association for the full year's payment when electing to pay Association dues or service fee.
 - 6. In the event an employee does not tender payment of dues directly to the Association, the employee may execute a written District authorization form to the District for deductions from their pay. Such written authorization must be voluntary, and the employee may revoke such authorization at any time. The deductions permitted under the authorization shall be:
 - A. Association member: The annual dues of the local Association, including state and national organizations, but excluding all other charges, including fines and assessments.
 - B. Non-members: A certified amount of the cost as verified in Section 2.B, above.
 - C. Such deductions shall be made only upon submission of the District form to designated representative of the District duly completed and executed by the employee.
 - 1) Deductions shall be made in equal installments on each pay day after receipt of authorization.
 - 2) By the fifteenth (15th) day of each succeeding month, the District shall transmit the monies to the Association.
 - 7. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this section.
 - 8. As a condition of the effectiveness of this Article, the Association agrees:

To indemnify and save the District, Board of Trustees, each individual school board member, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability, and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

ARTICLE XX

SALARY SCHEDULE

1. The salary schedule for the period July 1, 1997 through June 30, 1998, is set forth in Appendix 1.

A. Establish as the "base salary" the value Of Column I Step 1, as defined in Section 2 below, and then adopted the following definitions, which took effect Fall Semester 1989:

Step Increments 5.0% of base salary.

Column Increments 7.5% of base salary.

Non-Contract Instruction 2.130% of base salary per WFCH ("OSH")
(Overload, Part-time, Summer) to maximum of 2.559% of base during fall and spring, and 3.060% of base during summer.

Large Lecture (One Instructor): For pre-approved class sections only, per each WFCH per approved section, and per each increment of 15 students over 45 and 20 students over 90, a stipend equivalent to .333 times the regular part-time overload rate per WFCH, subject to caps as defined above.

(Two Instructors): For pre-approved sections only, per each WFCH per section, and per each increment of 15 students over 75 and 20 students over 90, a stipend equivalent to .170 times the regular part-time/overload rate per WFCH, subject to caps as defined above.

2. Column 1, step 1, of the Faculty Salary Schedule is defined as the base salary. By agreement, the value of the base salary for 1997-98 shall be \$32,113.

The salary schedule shall consist of five columns, with 10 steps in the first column, 15 steps in the second column, 20 steps in the third column, 25 steps in the fourth and 30 steps in the fifth column. (Steps 26 - 30 on column five are being restored in accordance with former language which means earned doctorate required. One step per year movement will be allowed which means Step 26 will start in 1997-98, Step 27 will start in 1998-99, etc.)

3. Those faculty members who hold a doctorate shall receive an additional annual compensation of \$1,548 per year for 1997-98 and \$2,500 per year each year thereafter. The COLA raise for this stipend each year will continue to be applied.
4. Full-time faculty shall move one step on the salary schedule for each contractual year of service. Part-time faculty shall move one step on the salary schedule after having taught thirty (30) LHE's in the District.
5. Nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for salary credit under the following parameters:
 - a. The course to be taken contains specific course content pertinent to the principal area of assignment and/or is for retraining or skills upgrading.
 - b. The requested course credit is to be approved by the Dean of the division or School Chair and by the Vice President of Instruction/ Vice President of Student Services in advance of the faculty member taking the course.
6. SALARY RAISE PROPOSAL

The District and the SOCCCDFA mutually agree to full COLA increases for FY 2000-2001 and FY 2001-2002 which will be equal to the percentage increase in District total unrestricted general fund revenues from the previous fiscal year excluding one (1) time monies, as recorded in the CCFS 311 Report, but in no case will this COLA exceed the percentage of statewide COLA granted to California Community Colleges.

If there is no incremental change to the District in unrestricted general fund revenues from one fiscal year to the next, there will be no COLA increase to faculty salary schedules. In addition, if the District's unrestricted general fund ending balance for one fiscal year is less than three percent (3%), the District and the SOCCCDFA agree to meet and reconsider negotiations concerning the COLA increase for that year.

7. PAY EQUITY/COMPARABLE WORTH FOR NON-TEACHING ASSIGNMENTS

The District and the SOCCCDFA mutually agree that counselors, librarians and non-teaching faculty hired after January 1, 1998 will be paid at the same ratio for overload or part-time work as they are for contractual work, i.e. one OSH of pay for each 2 hours of overload or part-time work.

8. INITIAL PLACEMENT FOR PART-TIME TEACHING

Full-time faculty will be given credit for part-time teaching experience at any accredited college or university for initial salary scale/placement (10 classes of 3 LHEs equal one year of service credit with three years being the maximum credit given). Existing full-time faculty shall be placed at the appropriate step but will not receive retroactive payment for such service prior to the 1997-98 academic year. No more than eleven (11) total steps of experience will be credited (Step 12 start) on initial placement in years 1980-1997 nor will anyone get more total initial steps than allowed during the year they were hired.

ARTICLE XXI

SEVERABILITY

1. Savings Clause: If during the life of this Agreement there exists any applicable law or any applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Any invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

2. Replacement for Severed Provision: In the event of suspension or invalidation of any Article or Section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such Article or Section.

ARTICLE XXII

REOPENER CLAUSE

1. Both parties (District and Association) have agreed that the scope of the Act leaves some room for interpretation. In an effort to expedite the negotiations process, the Articles contained herein constitute an agreement on the scope of the Act. However, should PERB or the courts rule on items not covered in this contract, the District agrees to meet and negotiate in good faith those provisions so ruled in scope.
2. Any item so negotiated and agreed to by both the District and the Association shall become a part of this Agreement and shall not cancel or invalidate any other part of this Agreement.

ARTICLE XXIII

BOARD POLICIES

1. Except as limited by the specific and express terms of the Act and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such powers, duties, and responsibilities during the period to this Agreement.
2. It is understood that all Board Policies will remain as governing regulations, except those that are specifically changed by other articles of this contract.
3. It is agreed by both parties that the following Board Policies will not be changed for the duration of this contract:

4000 Employment Policy	02-28-94
4001 Recruitment and Selection of Academic Personnel	02-28-94
4003 Employment of Relatives	02-28-94
4007 Physical Examination	02-28-94
4009 Drivers for College-Sponsored Activities	02-28-94
4076 Compensation	02-28-94
4077 Excused Absence (Without Loss of Pay)	02-28-94
4077.2 Personal Leave (Without Loss of Pay)	02-28-94
4078 Industrial Accident and Illness Leave of Absence	02-28-94
4101.2 Number of Pay Installments for Academic Personnel	02-28-94
4108 Related Experience for Academic Personnel	02-28-94
4109 Transfer of Sick Leave for Academic Personnel	02-28-94
4110 Sick Leave for Faculty Members	02-18-94
6122 Challenge of Adopted Instructional Materials	02-28-94
6124 Minimum Class Size	02-28-94
6125 Field Trips and Field Courses	02-28-94
6130 Textbook Adoption	06-09-75

ARTICLE XXIV

LAYOFF PROCEDURES

Should the District institute a layoff of full-time faculty, the statutory guarantees contained in the Education Code as applicable to Community College Districts are incorporated into this Agreement and shall apply.

1. Faculty Service Areas (F.S.A.'s)

It is agreed that all faculty teaching in the South Orange County Community College District be in one Faculty Service Area (F.S.A.).

ARTICLE XXV

DISCIPLINE PROCEDURES

The statutory guarantees contained in the Education Code applicable to the disciplining of South Orange County Community College District full-time faculty are incorporated into this Agreement and shall apply to regular and contract faculty.

No full-time faculty shall be disciplined unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article XII Faculty Evaluation Procedures.

ARTICLE XXVI

FEDERAL AND STATE STATUTES

The Board of Trustees and the Faculty Association agree that the District will strictly adhere to federal and state statutes and guidelines in enforcing sexual harassment and discrimination cases.

ARTICLE XXVII

EFFECT OF AGREEMENT

The Articles of this Agreement shall be final and binding on both parties.

APPENDICES

APPENDIX A

Course:

SADDLEBACK COMMUNITY COLLEGE DISTRICT
INSTRUCTOR'S EVALUATION REPORT

Instructor _____ Division _____ Date _____
Period Covered by Evaluation _____ to _____
Month/Day/Year Month/Day/Year

THE INSTRUCTOR AS A DIRECTOR OF LEARNING

Satisfactory
or Better

Needs
Improvement

ACADEMIC
ACHIEVEMENT

Develops individual academic growth,
critical thinking, and initiative.

ATTITUDES OF
LEARNING

Motivates best effort from student; relates
students' learning to previous knowledge
and experience.

KNOWLEDGE

Has a thorough current knowledge of
subject matter and course of study.

PLANNING

Is well-prepared for classes through daily
and long-term planning

TECHNIQUES

Uses appropriate college teaching techniques;
integrates subject matter; makes assignments

ATTITUDE TO
STUDENTS

Demonstrates interest, understanding,
tolerance, and fairness.

ATTITUDE TO
TEACHING

Is enthusiastic in teaching; demonstrates
self-improvement

ATTITUDE TO
COLLEGE

Follows college policies and procedures

ATTITUDE TO
COMMUNITY

Helps the college maintain good public
relations.

THE INSTRUCTOR'S PERSONAL QUALIFICATIONS

RECORDS

Keeps accurate and neat records; submits
reports and records punctually.

ATTENDANCE

Is never absent unless necessary. Reports
absences according to policy.

White Copy: Instructor
Yellow Copy: Dean/Chair
Pink Copy: Office of Human Resources/Personnel File

APPENDIX A - INSTRUCTOR'S EVALUATION REPORT (Cont'd)

Qualities or Techniques which are commendable _____

Evaluator's Comments _____

Instructor's Comments _____

These signatures indicate that this report and copies of the evaluation form have been discussed by:

Evaluator's Signature _____ Date _____

Instructor's Signature _____ Date _____

Review by Office of Instruction _____

Review by Chancellor _____

Office of Instruction's Signature _____ Date _____

APPENDIX B
LARGE CLASS FORMULAS
ONE INSTRUCTOR

Number of Students	SEMESTER HOURS														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
46-60	.33	.67	1	1.33	1.67	2	2.33	2.67	3	3.33	3.67	4	4.33	4.67	5
61-75	.67	1.33	2	2.67	3.33	4	4.67	5.33	6	6.67	7.33	8	8.67	9.33	10
76-90	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
91-110	1.33	2.67	4	5.33	6.67	8	9.33	10.67	12	13.33	14.67	16	17.33	18.67	20
111-130	1.67	3.33	5	6.67	8.33	10	11.67	13.33	15	16.67	18.33	20	21.67	23.33	25
131-150	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30
151-170	2.33	4.67	7	9.33	11.67	14	16.33	18.67	21	23.33	25.67	28	30.33	32.67	35
171-190	2.67	5.33	8	10.67	13.33	16	18.67	21.33	24	26.67	29.33	32	34.67	37.33	40
191-210	3	6	9	12	15	18	21	24	27	30	33	36	39	42	45
211-230	3.33	6.67	10	13.33	16.67	20	23.33	26.67	30	33.33	36.67	40	43.33	46.67	50
231-250	3.67	7.33	11	14.67	18.33	22	25.67	29.33	33	36.67	40.33	44	47.67	51.33	55
251-270	4	8	12	16	20	24	28	32	36	40	44	48	52	46	60
271-290	4.33	8.67	13	17.33	21.67	26	30.33	34.67	39	43.33	47.67	52	56.33	60.67	65
291-310	4.67	9.33	14	18.67	23.33	28	32.67	37.33	42	46.67	51.33	56	60.67	65.33	70

TEAM OF TWO INSTRUCTORS

Number of Students	SEMESTER HOURS														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
76-90	.17	.33	.5	.67	.83	1	1.17	1.33	1.5	1.67	1.83	2	2.17	2.33	2.5
91-110	.33	.67	1	1.33	1.67	2	2.33	2.67	3	3.33	3.67	4	4.33	4.67	5
111-130	.5	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	6	6.5	7	7.5
131-150	.67	1.33	2	2.67	3.33	4	4.67	5.33	6	6.67	7.33	8	8.67	9.33	10
151-170	.83	1.67	2.5	3.33	4.17	5	5.83	6.67	7.5	8.33	9.17	10	10.83	11.67	12.5
171-190	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
191-210	1.17	2.33	3.5	4.67	5.83	7	8.17	9.33	10.5	11.67	12.83	14	15.17	16.33	17.5
211-230	1.33	2.67	4	5.33	6.67	8	9.33	10.67	12	13.33	14.67	16	17.33	18.67	20
231-250	1.5	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5
251-270	1.67	3.33	5	6.67	8.33	10	11.67	13.33	15	16.67	18.33	20	21.67	23.33	25
271-290	1.83	3.67	5.5	7.33	9.17	11	12.83	14.67	16.5	18.33	20.17	22	23.83	25.67	27.5
291-310	2	4	6	8	10	12	14	16	18	20	22	24	26	28	30

APPENDIX C

ACADEMIC PERSONNEL ADDITIONAL DUTY AND COMPENSATION

Coordinator Stipend

A contract of ten (10) months plus \$2,500 per semester.

Department /Program Chairperson Stipend

Department/Program/School Chairs shall be compensated with a stipend as designated by the appropriate College President.

Accepted/Approved Non-Instructional Assignments/Project Stipend

Faculty will be paid no less than the equivalent of one (1) contact hour for three (3) hours of non-instructional work.

Reassigned Time

Based on a normal teaching load of thirty to thirty-two (30 - 32) LHE's per year, coaches will be allotted reassigned time amounting to five (5) contact hours during the season of the sport in which they are involved.

APPENDIX D

HEALTH INSURANCE PLAN

(On File in the Business Office)

APPENDIX E
LIFE INSURANCE PLAN

(On File in the Business Office)

APPENDIX F

DENTAL INSURANCE PLAN

(On File in the Business Office)

APPENDIX G

VISION INSURANCE PLAN

(On File in the Business Office)

APPENDIX H

SALARY PROTECTION INSURANCE PLAN

(On File in the Business Office)

APPENDIX I

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY SCHEDULE

(On File in the Business Office)

APPENDIX I (Continued)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC SALARY SCHEDULE

DEFINITIONS OF SALARY CLASSES

(On File in the Business Office)

APPENDIX I (Continued)
SADDLEBACK COMMUNITY COLLEGE DISTRICT

**REGULAR TERM HOURLY SCHEDULE
ACADEMIC SALARY SCHEDULE**

(On File in the Business Office)

APPENDIX I (Continued)

SADDLEBACK COMMUNITY COLLEGE DISTRICT
SUMMER SCHOOL HOURLY SCHEDULE

(On File in the Business Office)

APPENDIX J

Number _____

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Office of Human Resources**

STATEMENT OF GRIEVANCE — ACADEMIC

APPENDIX J of Academic Master Contract

Irvine Valley College

Saddleback College

Grievant's Name

Operating Unit

Date of Alleged Grievance

Date of Informal Discussion

Date of Oral Response

SPECIFIC ARTICLES AND SECTIONS OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED:

STATEMENT OF ALLEGED VIOLATION (PROVIDE COMPLETE FACTS):

RELIEF REQUESTED TO RESOLVE THIS GRIEVANCE:

Signature of Grievant

Date Grievance Filed

Name of Organization or Individual, if any, Representing Grievant:

Signature of Representative

Date

Level One — Vice President, Instruction/Student Services

Determination on Alleged Grievance:

Date of Receipt:

Date of Response

Grievance Resolved Yes No

Grievance Denied: Yes No

Signature _____

Level Two — College President

Determination on Alleged Grievance:

Date of Receipt:

Date of Response

Grievance Resolved Yes No

Grievance Denied: Yes No

Signature _____

Level Three — Chancellor of the District or Designee

Determination on Alleged Grievance:

Date of Receipt:

Date of Response

Grievance Resolved Yes No

Grievance Denied: Yes No

Signature _____

Level Four — Request for Arbitration

This is notification that the SOCCCD Faculty Association hereby requests that this grievance be submitted to a neutral arbitrator. It is understood that both the District and the Faculty Association shall be bound by all provisions of Article VII, Section E, of the Academic Employee Master Agreement.

Date of Request: _____

Signature _____
SOCCCD Faculty Association Representative

APPENDIX K

SPECIFICATIONS OF WORKLOAD AND COMPENSATION PROVISIONS

CONTRACTUAL ACTIVITIES (General Definitions)

1. All academic employees covered by the Master Agreement are teaching faculty, and their normal activities are teaching activities. It is understood that the current agreement inconsistently and misleadingly applies the terms "teaching" and "non-teaching," "instructional" and "non-instructional" to faculty, to assignments, to responsibilities, to duties, and to other similar concerns. It is agreed that all academic employees are "teaching" faculty by definition and that their regular contracted duties and responsibilities are "teaching" duties and responsibilities. This applies to all part-time as well as to all full-time faculty, and includes categorically all faculty whose normal or occasional activities are "non-classroom" or "non-traditional" in nature -- counselors, librarians, student health center nurses, learning assistance instructors, and any and all others who are academic employees within the District.
2. There are three distinct types of teaching activities that occur within the District.

The Association and the District agree that the various types of teaching activities ("delivery systems") that occur within the District are classified for contractual purposes into the following three categories:

A. Lecture Instruction

B. Formally Organized Laboratory Instruction

A class section is designated as a "formally organized lab" if and only if it meets all the following requirements:

- 1) The section must be attached to a lecture section that is part of a single course, and it must be so specified in the catalog.
- 2) The section must provide information or experience the learning of which is an explicit part of the requirements a student must meet to complete the course.
- 3) The section must carry unit value.
- 4) The section must obligate the enrolled student to attend on a regularly scheduled basis for a specified duration.

- 5) The section must function, except for unusual or temporary circumstances, under the direction of a specified faculty member.

C. Tutorial and Guidance Instruction

Instruction that is neither lecture nor formal lab instruction is tutorial or guidance instruction. Such instruction is normally sporadic, unscheduled, without unit value, of an individual rather than group nature. It is generally not formally required instruction, but instruction or assistance a student seeks as supplementary to his or her classwork or instruction assigned by an instructor as "homework" or "outside" work or so forth. Standard examples of such instruction include counseling, librarian work, learning assistance tutoring, and other instructional activities that clearly and unambiguously fall outside the specifications for lecture and formal lab instruction.

CONTRACTUAL ACTIVITIES (Full-Time Workloads)

3. Workload for all academic faculty is determined on the basis of assigned semester hours. These semester hours are "weighted" by LHE conversion solely for the purpose of calculating full-time workloads; in all other cases no weighting and no LHE conversion occurs.

It is agreed that all teaching assignments (that is, all assignments to any and all academic faculty, full-time and part-time) are made on a semester hour basis, one semester hour being equivalent to one contact hour (50 minutes) per week per semester (from the first to the last day of instruction in a given semester, including the week of final examinations). When determining full-time contracted workloads, assigned semester hours are converted to LHE's according to the following conversion tables:

<u>By Semester</u>	<u>Weekly</u>		
1 semester hour =	1 contact hour + 1 hour preparation	=	2 working hours
1.2 semester hours =	1 1/5 contact hours 4/5 hour preparation	=	2 working hours
2 semester hours = (tutorial)	2 contact hours	=	2 working hours

It is understood that in all cases, 1 LHE is equivalent to two working hours per week over the course of a normal academic semester. It is also understood that the LHE conversion tables apply by definition only to full-time contracted workloads during fall and spring semesters and have no application at all with respect to overload instruction, summer school instruction, part-time instruction, or extended contract instruction (all of which are covered in paragraphs below).

4. The contracted workload for all full-time academic employees is 15 LHE per semester, 30 LHE per academic year.

It is agreed that all full-time academic employees are contractually obligated to an assignment of 15 LHE's per semester (30 LHE per academic year), and that, in addition, each full-time academic employee must schedule and be available for five office hours per week and one committee or meeting hour per week over the course of each semester. Under clearly exceptional and unavoidable circumstances, management may assign an individual full-time academic employee up to a total of 16 LHE in a single semester or 32 LHE in a single academic year as a contractual obligation; however, management will make every effort to insure that each individual full-time academic employee is assigned exactly 15 LHE per semester according to the conversion tables in Item 3 above and that additional LHE's will be assigned exclusively in the instance when a whole number conversion is clearly impossible. Moreover, it is understood that in such cases management will attempt to compensate by adjusting future workloads downward by a corresponding fraction so that the total annual workload will be 30 LHE for each full-time academic faculty member.

Because full-time faculty are contractually obligated to a 15 LHE assignment per regular semester, all managers in the District will assign any and all full-time loads accordingly; that is, they will assign each full-time academic employee under their administration a 15 LHE load per semester (according to the conversion tables in Item 3 above) and then inform the faculty member that he or she must formally make available five additional hours per week as office hours and allow one additional hour per week for committee assignments. Office hours shall be scheduled by faculty members and submitted to the appropriate administrator for his/her information. If, however the appropriate administrator makes a good faith determination that office hours are not scheduled responsibly or conscientiously, fulfilling the faculty member's contractual obligation or the needs of that faculty member's students, the matter shall be discussed, and if the schedule is rejected, the matter may be resolved through the appropriate grievance machinery.

5. All full-time academic employees carry a thirty-six-(36) hour weekly workload.

Since in all instances one LHE is equivalent to two working hours per semester (see conversion tables in Item 3 above), and since all full-time faculty are contractually obligated to a 15 LHE assignment per semester, plus an additional six hours per week per semester (see Item 4 above), it is evident that all full-time academic employees regularly work thirty-six hours per week and so are "thirty-six hour employees."

CONTRACTUAL ACTIVITIES (Overload and Summer School)

6. Full-time academic employees work "overload" only when they accept semester hour teaching assignments above and beyond those to which they are contractually obligated during the specified length of the contract.

It is agreed that a full-time academic employee works "overload" or "overtime" if and only if:

- A. The duties performed are of a normal and regular teaching nature (as defined in Item 2 above);
- B. The duties are assigned only following the full consent of the individual faculty member; and
- C. The duties are performed only within the specified limits of an individual's contract and are additional - the workload specified in Item 4 above.

Consequently, summer school assignments are not overload assignments --neither are any non-teaching assignments whatsoever, nor any form of extended contracts (see Item 8 below). Since only full-time academic employees are contractually obligated to a specified workload, only full-time faculty may work overload. All overload assignments are made on a semester hour basis (as are all teaching assignments of any sort - see Item 3 above), and are compensated in full accordance with Article XX of the Academic Employee Master Agreement.

7. Summer school assignments are not extended contract or overload assignments.

It is agreed and understood that all summer school assignments for any and all academic employees of the District are teaching assignments separate and distinct from regular contracted assignments, extra-contractual assignments, and overload assignments. Summer school assignments are all teaching assignments (see Item 2 above) made within the specified beginning and ending dates (first and final days of instruction) within a specified single summer term on a single college in the District. There is no overload or overtime during summer term(s), and there are no summer school assignments of any sort before, between, or after designated summer semesters. All summer school assignments are compensated in full accordance with Article XX of the Academic Employee Master Agreement.

CONTRACTUAL ACTIVITIES (Extended Contracts)

8. An "extended contract" may be offered only for the purposes of allowing for teaching assignments outside formal academic terms (fall, spring, and summer terms).

It is agreed that an individual faculty member's contract may be extended if and only if:

- A. Management has requested of a full-time faculty member (and that individual has consented) that he or she continue to provide his or her teaching services to the District outside and beyond the stated terms of the individual contract, and outside and beyond any and all summer school terms; and
- B. The individual faculty member continues to perform his or her regular and normal teaching duties or performs similar, or affiliated teaching duties.

This means that no faculty member's contract may be "extended" in order that the individual may perform non-teaching services for the District.

It is agreed and understood that the current Master Agreement allows for and specified various and distinct kinds and lengths of contractual obligations (see Article XIII of the Academic Employee Master Agreement), and that consequently some full-time faculty members are contracted for a greater number of "duty days" than are others. Since compensation specified by the salary schedule is based on a standard 178-day contract, individuals who are obligated under the terms of the current agreement to longer contracts will have their salaries adjusted to reflect these additional duties. Such adjustment is made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual. It is understood that these are not examples of "extended contracts" since an "extension" refers exclusively to assignments in addition to those to which the full-time faculty member is obligated as a regular part of his or her contract with the District.

EXTRA-CONTRACTUAL ACTIVITIES ("Non-Teaching" Assignments)

9. Any and all "non-teaching" activities performed by academic employees are extra-contractual activities.

It is agreed that "non-teaching activities" means specifically and exclusively responsibilities assumed that fall clearly and distinctly outside the normal duties performed by a faculty member in the regular execution of his or her contracted workload. As such, any and all "non-teaching" duties or assignments assigned to any academic faculty members, full-time or part-time, are by definition extra-contractual duties. Consequently, any assignment to a faculty member of non-teaching duties may be made only upon the full consent of the individual faculty person. Compensation for any and all such "non-teaching" duties will be calculated on a per diem basis. Since all academic employees are placed on the salary schedule, the specifications of compensation apply equally to part-time as well as to full-time faculty. Payment for extra-contractual duties applies to those faculty required to work more days or to carry out more additional activities than required by the contract, and such activities should not be a form of reassigned time. When possible, extra assignments shall be paid by a stipend.

SUMMARY CLASSES

10. The contract will be applied fully in accordance with the following summary chart which categorizes all the agreements of this side letter.

It is agreed that the following chart represents SOCCCDFA's and the District's understanding concerning assignments and compensation for any and all activities performed by any and all academic employees within the District.

Activities Performed by Academic Faculty

Contractual Activities ("Teaching Activities") -- Items 1 and 2 --		Extra-Contractual Activities ("Non-Teaching Activities") -- Item 9 --		
Full-Time Workload	Supplementary to Full-time Workload	Per Diem Item 9		
LHE System	Part-time Overload Summer School			Extended Contracts
Items 3 - 5	OSH System			Per Diem
	Items 6, 7			Item 8

PAY EQUITY /COMPARABLE WORTH FOR NON-TEACHING ASSIGNMENTS

11. The District and the SOCCCDFA mutually agree that counselors, librarians and non-teaching faculty hired after January 1, 1998 will be paid at the same ratio for overload or part-time work as they are for contractual work, i.e. one OSH of pay for each 2 hours of overload or part-time work.

APPENDIX L

LEARNING CENTER INSTRUCTION

1. Learning Center Instruction (Full-Time Workload)

Full-time faculty assigned duties of learning center instruction shall be principal instructors of record within designated college learning centers. Instructional duties of these faculty members shall be exclusively tutorial in nature; as such they shall not function as instructors of record for formally organized lecture or lab courses or sections of such courses. While functioning in the capacity and assigned the responsibilities of learning center instruction as part or as determined by the understanding that two (2) tutorial hours within a designated learning center shall be equivalent to one (1) LHE.

2. Learning Center Instruction (Part-Time, Overload, Summer School, Extended Contract)

Any faculty member assigned duties of learning center instruction that are not part of a normal contracted full-time workload (that is, any and all part-time, overload, summer school, and extended contract assignments) shall be compensated for such duties in full accordance with Article XX of this contract.

3. Limitation Clause

For the duration of the existing contract it is agreed that there shall be no more than nine (9) designated learning centers within the District, and that these nine centers shall be and only be the following:

Business Learning Center (Saddleback College)
Computer Learning Center - Business (Saddleback College)
Computer Learning Center - Math (Saddleback College)
Graphic Arts Learning Center (Saddleback College)
Humanities and Languages Learning Center (Saddleback College)
Nursing Skills Lab (Saddleback College)

Business Learning Center (Irvine Valley College)
Computer Learning Center (Irvine Valley College)
Humanities Learning Center (Irvine Valley College)

It is further agreed that for the duration of the current contract the total annual LHE assigned as learning center hours shall not exceed 270 within the District. This limitation does not apply to any part-time overload, or summer school assignments, which are unlimited and covered in Paragraph 2 above.

4. Provision and Interpretations

The Association agrees that the District may assign academic faculty responsibilities of learning center instruction provided such assignments are made and compensated in full accordance with Paragraphs 1 through 3 above, and in full accordance with all provisions of Appendix K and the Academic Master Agreement. This appendix:

- A. Does not in any way restrict the kinds of teaching activities that may occur in any designated learning center. Rather it provides only that learning center instruction must occur only within a designated learning center. Consequently, lecture, and formally organized lab instruction may take place in designated learning centers. It is understood that in such cases instruction will be compensated in accordance with the normal provisions of the contract (see Side Letter No. 81-2/1). It is understood by both parties that there may arise questions of definition regarding the type of instruction occurring within a given learning center. The Association and the District agree to negotiate all such disagreements and resolve them according to the provisions of the Master Agreement and the specifications of Side Letter No. 81-2/1.
- B. Does not in any way allow, validate, sanction, or confirm the reclassification of any classified personnel to academic faculty.
- C. Does not in any way create or distinguish a separate category of instructor within the District. This agreement stipulates only that learning center instruction may occur, that such instruction must be done by academic faculty, that it be limited in scope and amount, and that it be compensated for in full accordance with the Academic Master Agreement, and all Side Letter Agreements attached thereto. Consequently, the District is not creating new academic positions called "Learning Center Instructors" since so provisions exist in the Master Agreement for such an entity. Rather, the Association and the District have agreed to allow in the District 270 LHE of learning center instruction per academic year, and an unlimited number of semester hours of such instruction. The Association has no objection if management elects to hire additional full-time faculty to help provide instruction on the LHE system.

Consequently, management will not direct any faculty members or appoint any faculty committees to initiate the hiring of "full-time learning center instructors" within any division/school. Rather, management may, at its discretion, seek to add new full-time faculty to existing divisions in the expectation that such additions will allow for extended learning center instruction by full-time faculty. It is the understanding and the expectation of the Association that in such instances normal full-time hiring methods will be applied. Management may, of course, assign learning center instructional duties as it sees fit so long as the stipulations and limitations of the agreement are fully and fairly observed.

APPENDIX M

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

REDUCED CONTRACT REQUEST FORM

INSTRUCTOR: _____

PERIOD OF TIME FOR WHICH REDUCTION IS REQUESTED: (One year maximum)
SEMESTER ___ ACADEMIC YEAR ___ OTHER ___ (PLEASE SPECIFY: _____)

PERCENTAGE LOAD REDUCTION: _____

REASON FOR REDUCTION REQUEST:

Medical

Professional Development Activities (Please Explain):

College Work-Related Situation (Please Explain):

My signature affixed below indicates that this request is voluntary and that I fully understand and take responsibility for any and all consequences related to the impact upon my retirement and other benefits as a result of the reduction. I understand that my salary will be reduced in keeping with the percentage reduction in teaching load requested. I also understand that this reduction is distinct from the provisions included in Article VIII - Leaves, Academic Employee Master Agreement 1984-87.

Instructor's Signature

Date

Division/School Dean's Signature

Date

President's Signature

Date

APPENDIX N

PROFESSIONAL DEVELOPMENT LEAVE OPTION:

NOT CURRENTLY IN USE



Saddleback Community College District

28000 Marguerite Parkway

Mission Viejo California 92692 714-582-4500

MEMORANDUM OF UNDERSTANDING BETWEEN
SADDLEBACK COMMUNITY COLLEGE DISTRICT
AND
SADDLEBACK COMMUNITY COLLEGE DISTRICT FACULTY
ASSOCIATION

Pursuant to agreement of February 22, 1989, Article X – Part-time Faculty, paragraph 6. shall read as follows:

6. Article X, Section 6 of the 1984-1987 Certificated Employee Master Agreement, which was designed to establish special status for Part-time faculty, was ruled to be in violation of Affirmative Action Statutes by the State Chancellors Office. It is the intent of the District and the Association, in accord with Article XXI of this Agreement to negotiate substitute language for this section. This language, to the extent permitted by law, would establish and further define a special status for part-time faculty who have been or will have been employed by the District for a number of semesters, and would specify any special consideration that they might receive by virtue of this status.

FOR THE DISTRICT:

FOR SADDLEBACK CCD
FACULTY ASSOCIATION:

/s/ Maria C. Sheehan

Maria C. Sheehan
Vice Chancellor
Employee Relations/Personnel

/s/ Carl Christensen

Carl Christensen, President
SCCDFA

SIGNED: MAY 2, 1989

BOARD OF TRUSTEES John C. Connolly, Shirley Gellatly, Joan J. Hueter, Marcia Milchiker, Robert L Moore, Iris Swanson, Harriett Walther
Dr Richard Sneed. Chancellor

an equal opportunity institution serving south orange county

APPENDIX P
South Orange County Community College District

OSH BANKING REQUEST FORM (CONFIDENTIAL)
(Effective Fall 1998)

Full-time faculty must complete and submit to the appropriate Division/School Dean at least one week prior to the beginning of the semester or summer in which the OSH Banking is desired. It is understood that this request is irrevocable and that once this form is submitted, the faculty member cannot be paid for the overload unless the faculty member is no longer an employee of the District. In such a case, OSH will be paid at the rate it is earned. It is further understood that the equivalent of a full semester load must be banked before a paid leave can be granted. Such leaves cannot occur more than once every five semesters. The last semester I took an "OSH" banked leave was (Semester) _____.

I hereby request that the class(es) in the overload assignment described below be banked for future use toward a semester leave of absence:

Fall, Spring, Summer (circle one) _____ year

ALL OSH AFFILIATED WITH THE TICKET NUMBERS BELOW WILL BE BANKED.

Tkt Number _____	Estimated Number of OSH _____
Tkt Number _____	Estimated Number of OSH _____
Tkt Number _____	Estimated Number of OSH _____
Tkt Number _____	Estimated Number of OSH _____
Tkt Number _____	Estimated Number of OSH _____

I hereby certify that I wish to bank the assignment(s) listed above and understand that this decision is irrevocable unless this class must be changed to regular contract load due to a cancellation or other problem.

Signed _____

Date _____

Print Name _____

Soc. Sec. # _____

NOTIFICATION TO:

Signed _____

Division/School Dean

Date

Signed _____

Vice President (Instruction or Student Services)

Date

c: Payroll Department

**MEMORANDUM OF UNDERSTANDING BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT)
AND
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION (ASSOCIATION)**

This Memorandum of Understanding (MOU) constitutes an agreement between the District and the Association for the implementation of guidelines for the administration of Article VIII, section 15 of the South Orange County Community College District Academic Master Agreement 1997-2000 (Revised), OSH Banking (Leave Provisions).

Full-time faculty may bank OSH (including large lecture OSH) until such time as the equivalent semester load is banked. At that time, the faculty member may take a semester leave of absence with full salary and benefits (this may be repeated no more than once every five primary terms). (See Appendix P, Request Form.)

For the purpose of OSH Banking “an equivalent semester load” applies to the applicant and is one half of the normal 30 LHE full-time contracted workload defined in Article XIII, sections 3 & 4, of the Academic Employee Master Agreement 1997-2000. *(The normal workload for full-time faculty shall be (30) LHE’s per year (averaging fifteen (15) per semester...). Article XIII, section 4 of the Academic Employee Master Agreement 1997-2000.)*

A. Banking OSH

1. Full-time faculty members may accumulate credit toward paid leave by banking OSH in lieu of overload compensation. Payment for banked OSH earned in fall and spring semesters will be withheld by the District. OSH will be officially “posted” as banked at the end of the spring semester and on completion of the employees’ annual contractual obligation. Summer or other than the primary term OSH, designated for banking, will be posted as “banked OSH” on completion of the assignment.
2. Full-time faculty must complete an OSH Banking Request Form and submit it to their respective Division/School Dean at least one week prior to the beginning of the term in which the OSH Banking is desired. The number of large lecture OSH earned for banking shall be determined as defined in *Article XIII section 8 of the Academic Employee Master Agreement*. The form shall provide for an irrevocable option of banking OSH assignments.
3. No more than the equivalent of one point eight (1.8) equivalent semester load can be banked at any one time. *(The normal workload for full-time faculty shall be (30) LHE’s per year (averaging fifteen (15) per semester...). Article XIII, section 4 of the Academic Employee Master Agreement 1997-2000.)*

B. Using Banked Hours

1. A “Banked OSH Leave Request Form”, must be submitted to the Office of Instruction, at the college of primary assignment, by September 1 for any request to use banked OSH during the next spring semester and by April 1 for any request to use banked OSH during the next fall semester.
2. Banked OSH may be taken in increments ranging from three equivalent LHE to one equivalent semester. Being on a full Banked OSH Leave eliminates the contractual obligation for office hours and committee/meeting work during the term of the leave. When on a Banked OSH Leave the employee’s Flex Day obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year.

C. Cashing Out Banked Hours

Once an irrevocable election has been posted for banking, then the faculty member shall not be entitled to cash out except under one of the following circumstances:

- 1) retirement;
- 2) medical disability as defined in IRS Code Section 72(m)(7);
- 3) termination; or
- 4) death;

When a faculty member is paid for accumulated banked OSH (known as “cashing out”), the rate of pay shall be at the rate of pay in effect at the time the OSH was banked. No partial “cashing out” will be allowed.

D. Record Keeping

Banked OSH shall be recorded by each college and tracked by the District. The District shall issue an annual statement to each faculty member showing the amount of posted banked OSH and the dates posted.

E. Reserve Funds

When the option to bank OSH is exercised, an amount equal to the hourly compensation earned by the full-time faculty member plus 10 percent shall be placed in a separate reserve account that will be used only to pay for hourly replacements when the full-time employee uses banked OSH or to cash out unused banked OSH. All interest earned on this reserve shall remain in that account to offset the increases in hourly pay rates over time.

For the District:

/s/ Cedric A. Sampson
Cedric A. Sampson, Chancellor

Date

For the SOCCCD Faculty Association:

/s/ Sharon MacMillan
Sharon MacMillan, Chief Negotiator

Date

Board Approved 8-30-99

