

South Orange County Community College District



**ACADEMIC EMPLOYEE
MASTER AGREEMENT
2015-2018**

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ARTICLE I AGREEMENT

- I.** 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.
- II.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (EERA).
- III.** This Agreement shall remain in full force and effect from July 1, 2015 until June 30, 2018.

ARTICLE II
EFFECT OF AGREEMENT

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

ARTICLE III SEVERABILITY

I. 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.

II. 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 IV DEFINITIONS

ACADEMIC YEAR

The traditional fall and spring semesters of a school year which are consistent with the 178 total instructional days as specified in the Academic Calendar.

ACADEMIC CALENDAR

The published academic calendar developed by the Academic Calendar Committee and adopted by the Board of Trustees. The Academic Calendar specifies when classes are in session, professional development days, holidays and final exam periods.

ADMINISTRATION

The College or District employees who are designated management employees by the Board of Trustees in accordance with the EERA.

AGREEMENT (MASTER)

The negotiated contract between the District and the Association.

ASSOCIATION

South Orange County Community College District Faculty Association.

BOARD POLICY

A policy approved by the Board of Trustees.

CHANCELLOR

South Orange Community College District chancellor.

CLOCK HOUR

Sixty (60) minutes.

COLLEGE

The college (Irvine Valley College, Saddleback College) where a faculty member has a primary assignment.

COLLEGE SERVICE

An activity and/or service that fulfills the faculty member's contracted service obligation.

COMMITTEE

Any standing or ad hoc college and/or District group duly constituted to address one or more college and/or District concerns in which participation fulfills in whole or in part a faculty member's contracted committee activity obligation.

CONTACT HOUR

Fifty (50) clock minutes of a sixty (60) minute scheduled classroom activity.

DAY

A "day" (for the purpose of Article XXV – Grievance Procedures) is any day on which the District administrative offices are open for business.

DEAN

The administrator assigned to a specific division/school at a college.

DEPARTMENT CHAIR

A full-time faculty member who, under the supervision of a dean, administers an academic department.

DISTANCE EDUCATION (DE)

Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology.

DISTRICT

The entire South Orange County Community College District consisting of Irvine Valley College, Saddleback College, and their off-campus sites, including ATEP.

DUTY DAYS

The District has adopted a 178-day Academic Calendar (per. Ed. Code, §41420 and §41422) within which each full-time faculty member fulfills his/her contracted workload as specified in Articles XIV (Assignment, etc.) and XV (Workload).

EDUCATION CODE (ED. CODE)

The California Education Code.

EERA

The Educational Employment Relations Act as recorded in Chapter 10.7, §3450-§3549 of the Government Code.

EXTRA DUTY DAYS

Additional days beyond a faculty member's normal contractual assignment during which designated faculty members as perform duties (see Article XV).

FACULTY

All full- and part-time academic employees who are included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

FACULTY MEMBER

A full- or part-time academic employee who is included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

PROFESSIONAL DEVELOPMENT ACTIVITIES

Professional development (formerly called Flex) activities are in lieu of classroom, preparation, and office hour assignment time and, therefore, attendance is required for full-time faculty members (5 CCR §55726).

FULL-TIME

A faculty member employed by the District on a full-time contract.

GRIEVANCE

A formal written allegation by a grievant who alleges a violation of a specific article, section, or provision of this Agreement.

GRIEVANT

Any faculty member(s) who claim(s) to have been aggrieved by an alleged violation of this Agreement.

IMMEDIATE FAMILY

The mother, father, stepparent or legal guardian, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandmother, grandfather, or grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse or domestic partner of the employee, or any relative living in the immediate household of the employee.

IMMEDIATE SUPERVISOR

The lowest level administrator who has immediate supervision of the grievant and who has been designated by the District to address a grievance at Level I as specified in Article XXV (Grievance Procedures).

INSTRUCTOR

An employee who is included in the appropriate bargaining unit as defined in Article V, and therefore covered by the terms and provisions of this Agreement.

LABORATORY (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.

LEARNING CENTERS/TUTORIAL (INSTRUCTIONAL ACTIVITY)

Instructional activities such as learning assistance or learning centers, in which the assignment is fulfilled entirely by student contact activities, with no preparatory activities. Instruction is normally delivered on an individual basis.

LECTURE (INSTRUCTIONAL ACTIVITY)

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to lecture preparation, course material development, responding to student work and grading.

LECTURE HOUR EQUIVALENT (LHE)

A unit of measure used to establish each full-time faculty member's annual contractual workload, and the workload and rate of pay for full-time faculty overload, part-time faculty and summer assignments.

LIBRARY, COUNSELING SERVICES, AND LEARNING DISABILITY SPECIALISTS (INSTRUCTIONAL ACTIVITY)

Instructional activities such as library services, counseling services, and learning disability services in which the assignment is fulfilled primarily by student contact activities within an assigned period.

PART-TIME

A faculty member employed by the District who works less than a full-time workload and is not a tenured faculty member, a probationary full-time faculty member, or a temporary full-time faculty member as described in Ed Code §87478 .

PRACTICUM (INSTRUCTIONAL ACTIVITY)

Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation.

PRESIDENT

College president for each campus in the District.

SALARY SCHEDULE

The Full-time Academic Salary Schedule, Part-time Classroom Academic Salary Schedule and Full-time Overload/Part-time Non-classroom Academic Salary Schedule, as set forth in Appendix A.

SOCCCD

South Orange County Community College District.

STRS

State Teachers Retirement System

TRC – TENURE REVIEW COMMITTEE

A committee composed of the Dean and tenured faculty members assigned to assist probationary faculty members through the tenure process.

VICE CHANCELLOR

The Vice Chancellor of Technology and Learning Services, the Vice Chancellor of Business Services, or the Vice Chancellor of Human Resources & Employer/Employee Relations of the SOCCCD.

VICE PRESIDENT

The Vice President for Instruction, Vice President for Student Services, or the Vice President for Administrative Services for each campus in the District.

WORKLOAD

A measurement in LHEs of a faculty member's assignment.

WORKSITE

A physical location where a faculty member performs and completes some or all of their academic assignment(s). Example: A clinical setting in which a nursing faculty member performs instruction.

ARTICLE V RECOGNITION

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

ARTICLE VI ASSOCIATION RIGHTS

- I.** 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 computers, duplicating equipment, calculators, telephone/fax, and audiovisual equipment.
- II.** 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.
- III.** The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
- IV.** Duly-authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
- V.** Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association within approximately thirty (30) days of the first day of each recognized academic term, i.e., fall and spring semester, unless release of specific information is disallowed by particular faculty members.
- VI.** The District and the college administration shall 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 items determined to be in the scope of representation under the EERA.
- VII.** Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those faculty members receiving reassigned time shall be mutually arranged by the faculty members, the supervising College administrators 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. The following apply:
 1. The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1st for the fall semester and October 1st for the spring semester.
 2. The Association will receive forty-eight (48) LHE, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s).
 3. The Association will have the right to purchase up to twelve (12) additional LHE from the District, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s), at the rate of one (1) LHE as described in the Full-time Overload/Part-time Non-classroom Academic Salary Schedule for one (1) LHE of reassignment.
 4. Additional LHE will be added for summer use only:

- a. Three (3) LHE as described in the Part-time Classroom Academic Salary Schedule for the President;
- b. One (1) LHE as described in the Part-time Classroom Academic Salary Schedule, or during periods when the parties are in formal negotiations to establish a new collective bargaining agreement, three (3) LHE, for the Chief Negotiator.

VIII. Association officers or their designee(s) may be granted up to three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to be used for local, state, or national conferences, or for conducting other business pertinent to the Association's affairs. These representatives shall be excused from their duties upon a minimum of a two (2) days advance notice to the college president by the Association President or designee.

ARTICLE VII MANAGEMENT RIGHTS

Except as limited by the specific and express terms of the EERA 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 rights, powers, functions, and authority during the period of this Agreement.

ARTICLE VIII NEGOTIATION PROCEDURES

- I.** Either the District or the Association may notify the other in writing, between September 1 of the previous calendar year through 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 the law.
- II.** Either party may use the services of outside consultants to assist in the negotiations.
- III.** Negotiations shall take place at mutually agreed upon times and places.
- IV.** Any tentative agreement reached between the parties shall be put in writing and signed by both parties. Ratification of the Agreement, both by the District and Association, shall occur at a regularly scheduled meeting of these respective bodies or at a special meeting called within a reasonable period of time.
- V.** Upon request by the Association President, or his/her designee, the District shall provide one copy of any clearly non-confidential District, county, or state reports or documents. The District shall also provide one copy of all budgetary information that it develops and/or produces that is necessary and reasonable for the Association to fulfill its role as the exclusive bargaining representative. All such reports shall be delivered to the Association in a timely manner.

ARTICLE IX UNIT STABILITY

I. Placement of new positions

- a. 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 V. If not covered in Article V, placement shall be negotiated with the Association.
- b. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.

II. Alteration of existing positions

- a. Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated.
- b. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by mutual agreement between the District and the Association while the faculty member is in his/her position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.

III. Vacant positions

- a. When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination.
- b. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled.
- c. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number (FON) as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).

ARTICLE X ORGANIZATIONAL SECURITY

- I.** 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.
- II.** Membership
- A.** Membership in the Association is not compulsory.
- B.** Except as provided elsewhere in this Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, 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, shall complete election of one of the following three Association status categories:
1. Member of the Association. Member status is elected by submitting to the Association a completed Membership Enrollment Form.
 2. Fee Payer who pays a service fee in the amount equal to Association Member dues. Any Faculty member who has not become a member of the Association shall be considered a Fee Payer upon date of hire, and continue in that status until such time as the Association receives a completed Membership Enrollment Form from the faculty member or the faculty member meets the conditions to be considered a Religious Objector.
 3. Religious Objector, who, in lieu of paying dues or fees to the Association, pays an amount equal to the Association's annual dues to any of the charitable organizations mutually agreed upon by the Association and the District. Conditions specified in Section G below must be met to qualify for Religious Objector status.
- C.** The amount of any dues or service fees 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.
- D.** A faculty member may change her or his status from Fee Payer to Association Member by signing and delivering a Membership Enrollment Form to the Association.
- E.** A faculty member shall be responsible to the Association for a full year's payment from the date of election when electing to pay Association dues or a service fee.

F. 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 percent of the teaching days in that month remain after the faculty member commences employment.

G. Religious Objector Exception:

1. Any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment. Such faculty member can apply for Religious Objector status. To qualify for this exception, the unit member must:
 - a. apply to and be approved by the Executive Committee of the Association for Religious Objector status and
 - b. provide proof to the Association Membership Chair that they have, in lieu of a service fee, paid sums equal to service fees to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by such employee from the list of charitable organizations mutually agreed upon by the Association and the District.
2. No in-kind services may be received for payments, nor may payment be in any form other than money. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee.
3. Approved Religious Objectors who begin employment as a faculty member in the District after the commencement of the academic year may pay a prorated amount of approved charitable contribution for the remainder of that academic year.
4. The District shall notify the Association if a Religious Objector payroll deduction authorization is cancelled or modified. If no replacement proof of approved charitable payment is received by the Association within 30 days of approved payroll deduction cancellation, the District will begin payroll deduction of the regular due/fees amount upon the instruction of the Association.

- H.** Any faculty member electing and meeting the requirements to be considered a Religious Objector, who requests that the grievance or arbitration provisions of this agreement be used in his/her behalf, shall be responsible for paying to the Association and/or CTA the reasonable cost of using said grievance or arbitration procedures. A faculty member may execute a District Authorization form to the District for deductions from his/her pay for the purpose of paying Association fees or dues. Such deductions must be voluntary, and the faculty member may revoke such authorization at any time. The deductions permitted under the authorization shall be:
1. **Association member:** The annual dues of the local Association, including state and national organizations, but excluding all other charges, including fines and assessments.
 2. **Non-members:** A certified amount of the cost as verified in Section B2 above.
 3. Such deductions shall be made only upon submission of the District form to a designated representative of the District duly completed and executed by the faculty member.
 - a. Deductions shall be made in equal installments on each pay day after receipt of authorization.
 - b. By the fifteenth (15th) day of each succeeding month, the District shall transmit the monies to the Association.
- I.** The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this section.
- J.** 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.
- K.** As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, 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 XI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- I.** Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the District Payroll Office an appropriate written authorization requesting deduction of unified Chapter/CTA/NEA dues. 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.
- II.** Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.
- III.** With respect to all sums deducted by the District pursuant to authorization by 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.
- IV.** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- V.** Upon receiving appropriate written authorization from the faculty member, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.

ARTICLE XII BOARD POLICIES

In the event the District desires to change a Board Policy which affects a term or condition of employment, as defined by Government Code Section 3543.2, the District will, prior to making such a change, notify the Association of the proposed change, and provide it with a reasonable opportunity to negotiate the change, to the extent such change is within the scope of representation.

ARTICLE XIII REOPENER CLAUSE

- I.** Both parties (District and Association) have agreed that the scope of the EERA 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 EERA. However, should PERB or the courts rule on items not covered in this contract, the Association and the District agree to meet and negotiate in good faith those provisions so ruled in the scope of representation of the Association as the designated bargaining unit.
- II.** 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 the Agreement.

ARTICLE XIV ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES

I. Right of Assignment

- A.** The Dean has the right to assign and/or approve each full-time faculty member's workload.
- B.** The Dean has the right to assign and/or approve each part-time faculty member's workload and particular assignment(s).
- C.** The Dean and faculty member will mutually agree to office hours and committee/college service hours. Office hours will be published for students. Office hours may be held on-line as mutually agreed upon between the Dean and the faculty member.
- D.** The Dean will give first consideration to full-time faculty members for additional assignments such as overload, summer session, special projects.

II. Contract Year

A contract year for full-time faculty members shall be 178 days divided into the traditional fall and spring semesters as published in the Academic Calendar.

III. Hours of Service

- A.** Full-time faculty members are expected to work no less than thirty-six (36) hours per week for their 30 LHE yearly assignment. A typical semester workload shall be comprised of:
 - 1. Classroom Assignment:
 - a. Fifteen (15) hours per week of classroom or equivalent instruction.
 - b. Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.
 - c. Five (5) office hours per week during each week of the semester, including finals' week.
 - d. One (1) hour per week of committee and/or college service.
 - 2. Non-classroom Assignment:
 - a. Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments.
 - b. Five (5) office hours per week.
 - c. One (1) hour per week of committee and/or college service.
- B.** Part-time faculty members are expected to:
 - 1. Classroom Assignment:

- a. Provide one hour per week for each LHE of assigned classroom or equivalent instruction.
 - b. Provide one hour per week for each LHE of assigned classroom or equivalent instruction for grading, record keeping, and classroom preparation.
 - c. Conduct twenty (20) minutes of student consultation and appointments per week, including finals' week, for each assigned LHE of classroom or equivalent instruction. Such advisement may take place either in person, or through telephone or on-line (e.g., Blackboard or e-mail) consultation.
2. Non-classroom Assignment:
 - a. Provide one hour per week, including finals week, of direct student contact, outreach, and program specific assignments, for each LHE of assigned advisement.

IV. Professional Duties within the Hours of Service

A. Each faculty member shall:

1. Comply with their individual workload assignments.
2. Participate in program review, college accreditation processes, and curriculum and program development, updates, and technical/program reviews, as appropriate.
3. Respond to and evaluate student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.
4. Respond to student academic concerns.
5. Report all personal absences to the Dean.
6. Complete training determined to be mandatory by agreement between the District and the Faculty Association, or by law.
7. First-year probationary faculty members will attend college and District orientation meetings during the fall semester professional development week.
8. Full-time faculty members shall attend commencement, or appropriate graduation ceremony, unless participating in a different coincidental District duty (e.g., a coach attending an athletic competition which coincides with the commencement ceremony). Full-time faculty who fail to attend commencement will have one-half (1/2) day of appropriate leave deducted.
9. Full-time faculty members shall complete their professional development obligations, calculated for full-time faculty members at 4.2 hours per professional development day as designated in the Academic Calendar.

B. Full- and part-time faculty members are encouraged to attend and participate in:

1. District-wide Opening Sessions convened by the Chancellor.
2. Opening sessions convened by the College President.

3. Regularly scheduled departmental, division, school meetings convened by the Dean.
4. Professional development activities offered throughout the Professional Development calendar.

ARTICLE XV WORKLOAD

I. Workload

A. General Provisions

All faculty members covered by the Master Agreement are by definition instructional/teaching faculty, and their regular contracted duties and responsibilities are instructional and teaching in nature. This applies to all full-time and part-time faculty, and includes all mediated and classroom instructors as well as all faculty whose normal or occasional duties and activities are non-traditional or non-classroom in nature, such as counselors, librarians, learning disability specialists, learning assistance instructors, student health center nurse(s), and any and all others who are included in the Academic Employee bargaining unit within the District.

II. Instructional activities

For the purposes of determining faculty workloads, each instructional activity will be assigned to one of the following five categories. A committee comprised of representatives of the colleges and/or District Services, the Academic Senates of each college, and the Faculty Association will meet annually to assign courses to the appropriate category.

A. Lecture

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to lecture preparation, course material development, responding to student work and grading.

B. Laboratory

Instructional activity in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1 hour of student contact and 1 hour of preparation for each LHE (see Appendix B) will continue to be classified as Laboratory assignments.

C. Practicum

Instructional activity in which instruction is delivered primarily during student contact activities with some necessary instructor preparation. This activity includes courses in which the learning objectives are demonstrated through student participation. Beginning with the 2016-2017 academic year, courses that were previously classed as Laboratory assignments and credited for faculty load at 1.2 hours of student contact and 0.8 hours of preparation for each LHE will be classified as Practicum assignments.

D. Learning Centers/Tutorial

Instructional activities such as learning assistance or learning centers, in which the assignment is fulfilled entirely by student contact activities, with no preparatory activities. Instruction is normally delivered on an individual basis.

E. Library, Counseling Services, and Learning Disability Specialists

Instructional activities such as library services, counseling services, and learning disability services in which the assignment is fulfilled primarily by student contact activities within an assigned period.

III. Lecture, Laboratory and Practicum Assignments: Full-time faculty members who instruct lecture and laboratory courses will be assigned 30-32 LHE per academic year.

The normal workload for full-time faculty shall be thirty (30) LHE per year, normally assigned as fifteen (15) LHE per semester. If load is over 30 LHE, LHE in excess of 30, but not to exceed 32 will be paid from the Full-time Overload/Part-time Non-classroom/Classroom Academic Salary Schedule (see Appendix A). The final adjustment payment will be paid on the last working day of April to allow for adjustments from the fall and spring loads. LHE in excess of 30, but not exceeding 32, which are part of a faculty member’s normal load will not be considered overload, and will not limit overload as allowed in this Agreement.

The normal number of separate course preparations for a normal full-time faculty member’s workload per semester shall not exceed three (3). In special situations, with the agreement of the faculty member, a faculty member may teach more than three (3) separate preparations.

- A.** Lecture and laboratory instruction will be calculated on a contact hour (50 minute).
- B.** One Lecture Hour Equivalent (1 LHE) shall be defined as one semester hour of lecture instruction.
- C.** Lecture and laboratory workloads will be 30-32 LHE per academic year, calculated and compensated according to the following ratios:

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Laboratory	1	1
Practicum	1.2 (5/6)	1

Example: Digital Photography 5/6 (units lecture/lab per week)

3 Hours Lecture = 3 LHE

$$6 \text{ Hours Practicum} = \underline{5 \text{ LHE}}$$

8 LHE for load

D. Lecture Provisions:

1. The Dean will determine and approve course cancellations.
2. The minimum course enrollment will be eighteen (18) for classes capped at 25 or below, or twenty-two (22) for a class capped above 25.
3. The Dean may authorize a course with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, and intercollegiate athletics.
4. **Large Lecture Assignments:** Large lecture courses will have an enrollment of more than 45 students. The following conditions apply:
 - a. Large lecture courses must be pre-approved and scheduled by the Dean.
 - b. Large lecture compensation will be calculated by the Dean on Census Day using the formula in 'e' below.
 - c. The course must be listed in the general catalog of the college and offer units.
 - d. Consent of the faculty member(s) is required.
 - e. An enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional LHE according to the appropriate salary schedule (see Appendix A) shall be assigned to the faculty member's workload (Refer to Section V, B, of this Article).
 - f. Large lecture compensation will not apply to the ten (10) LHE overload limit.
5. **Small Lecture Assignment (Contracted Classes):** Small lecture courses are established when there are extenuating circumstances and will enroll four (4) but less than the course's minimum number of students as described in section D(2) above. The most common cause for engaging a small lecture class would occur when a class is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The following conditions apply:
 - a. Enrollments will be monitored by the Dean.
 - b. Mutual consent of the faculty member and the Dean is required.
 - c. The course must be listed in the general catalog of the college and offer units.
 - d. The course must be well planned and structured, and follow the approved course outline on file with the state.

- e. An individual course contract will be established between the Dean and the faculty member. The contract will include the total number of hours, meeting dates and times.
 - f. Small lecture compensation will be pro-rated per enrollment and paid according to rate specified in Appendix B.
6. **Team teaching course:** The total LHE assigned to the team that teaches the course normally shall not exceed the total LHE assigned to the course. A team-taught course will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught course is identified as a large lecture course (refer to III, D, 4, and V, B, of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the course.
7. **Directed (independent) Study:** Directed (independent) study classes may be offered when authorized by state law and Board policy, and subject to the approval of the applicable Dean. All academic employees are eligible to instruct a directed study course(s). The following conditions apply:
- a. The Dean will identify and/or approve all directed study sections.
 - i. A syllabus and student contract for each study section must be on file with the Dean.
 - ii. A project, test, paper and/or presentation must be successfully completed by each student.
 - b. Consent of the faculty member is required.
 - c. Directed study sections may involve from one (1) to no more than three (3) students.
 - d. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
 - e. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
 - f. Directed study sections will not count toward the faculty member's contractual workload.
 - g. The faculty member shall be compensated LHE according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A) for eight (8) contact hours (see 'd.' above).
8. **Productivity Incentive and Class Averaging:** If a faculty member has an average of forty-five (45) students per class, or a total of two-hundred twenty-five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate classes.

If a faculty member has an average of thirty (30) students per class or greater (150 students per semester), he/she shall be allowed to teach one (1) class which does not meet the minimum enrollment as defined in Section D(2) above, provided he/she still has 150 students.

A faculty member may not claim large lecture compensation (see section III.D.4 above) for any class which is used for the determination of Productivity Incentive or Class Averaging as described above.

IV. Non-Classroom Assignments: Full-time faculty members who provide tutorial, library, counseling and learning disability services will be assigned 30 LHE per academic year. Workload hours will focus on direct student contact, outreach, and program specific assignments. The Dean has the right to assign to and/or approve of each full-time faculty member’s workload. The Dean and faculty member will mutually agree to office hours, and committee/college service hours.

A. Tutorial coordinators, librarians, learning disability specialists, and counseling hours will be calculated on a clock hour (60 minutes) basis (or portions thereof).

	<u>Clock Hours</u>	<u>LHE for Load</u>
Tutorial (as described in Article XV, Section II, subsection D above)	2	1
Library	2	1
Counseling	2	1
Learning Disability	2	1

B. Lecture instruction (refer to Section III, of this Article):

Counselors and Librarians may include a maximum of 6 LHE of classroom assignment per semester within their workload assignment.

Learning Disability Specialists’ assignments may vary.

C. Learning Center Instruction: All Learning Center assignments will be exclusively tutorial.

V. Other General Workload Provisions

A. Extra Duty Days: Selected full-time faculty members are identified to work additional duty days in addition to those which constitute their regular contractual assignment.

1. During the Extra Duty Days, the faculty member assigned to extra duty days shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by each faculty member and his/her Dean. If a full-time faculty member is not available to accept an extra-duty day assignment, a part-time faculty member may be employed in that capacity. The part-time faculty member will receive a stipend equivalent to the pro-rated compensation for those duty days as determined by the part-time faculty member’s appropriate placement on the Academic Salary Schedule.

2. All activities that constitute Extra Duty Days may not coincide with the faculty member's contractual workload assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.
3. All faculty members obligated to work Extra Duty Days will have their salaries adjusted to reflect the additional time. Such adjustments will be made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual.
4. Full-time faculty members assigned to extra duty assignments will receive the following extra duty days:

<u>Assignment(s)</u>	<u>Extra Days</u>
Articulation Officer	17 days (to be assigned as necessary)
Baseball Coach	20 days
Basketball Coach	20 days
Badminton Coach	16 days
Choral (vocal) Music	9 days
Counselor	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the faculty member and the Dean)
Cross Country Coach	16 days
Dance	9 days
Fast Pitch Softball Coach	20 days
Football Coach	20 days
Golf Coach	16 days
Instrumental Music	16 days
Learning Disability Specialist	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the Specialist and the Dean)
Nursing	4 days (when necessary to work outside the 178 day calendar)
Pep Squad Advisor	9 days
Sand Volleyball Coach	16 days

Soccer Coach	20 days
Swimming Coach	20 days
Tennis Coach	16 days
Track Coach	20 days
Volleyball Coach	16 days
Water Polo Coach	16 days

In the event of postseason play, each full-time coach of that sport will receive one additional extra duty day compensation for each week of post season play. This compensation will be provided to the faculty member starting within sixty (60 days) after the post season play is completed and prorated over the annual contract.

B. Overload: The Dean will give first consideration to full-time faculty members for overload assignment(s). Overload assignments may not exceed ten (10) LHE per semester.

1. Only full-time faculty members can work overload.
2. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.
3. Overload assignments will be calculated and compensated by the following ratios:

	<u>Contact Hours</u>	<u>Hours of Pay</u>
Lecture	1	1
Laboratory	1	1
Practicum	1	1

	<u>Clock Hours</u>	<u>Hours of Pay</u>
Tutorial (as described in Article XV, Section II, subsection D above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

C. Instructional Assignments Outside of the Traditional Fall and Spring Semesters:

Faculty members may accept assignments during instructional terms offered outside of the traditional spring and fall semesters, for instance, during the summer or during a winter intersession between traditional fall and spring semesters. For the purposes of this article, an instructional term is defined as a specific period during which a specific class meets, follows an approved Course Outline of Record (COR), and a final grade is assigned. Multiple instructional terms of differing lengths may be offered during a specific period outside of the traditional spring and fall semesters; for instance, there may be more than one instructional term offered during the summer. The following conditions apply:

1. The Dean will give first consideration to full-time faculty members who meet minimum qualifications within their respective organizational unit.
2. Assignments for instructional sessions outside of the traditional fall and spring semesters are not considered overload assignments.
3. Faculty members may teach up to eighty percent (80%) of a full-time instructional load per instructional term. However, if multiple terms overlap, the total instructional load an instructor holds during the combined overlapping terms may not equal more than eighty percent (80%) of a full-time instructional load. Requests to teach more than eighty percent (80%) of a full-time instructional load may be approved by the faculty member's dean on a case-by-case basis. Credit for large lecture as described in Section III.D,4 of this article will not count within the eighty percent (80%) limitation.
4. Compensation will be calculated and compensated with LHE in accordance with the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A) according to the following ratio:

	<u>Contact Hours</u>	<u>Hours of Pay</u>
Lecture	1	1
Laboratory	1	1
Practicum	1	1

	<u>Clock Hours</u>	<u>Hours of Pay</u>
Tutorial (as described in Article XV, Section II, subsection D above)	<u>2</u>	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

D. Unpaid Work Exchange: Each Dean will maintain a pre-approved agreed upon substitute list. Faculty members may request an exchange in writing. The request form (Appendix C) must have the signatures of both parties.

It is agreed that the exchange is on an hour-for-hour basis and will be completed before the end of the following semester. 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 described in Article XXIX, Leaves.

VI. Compensated Duties Beyond Instructional Assignments

A. Faculty members may accept additional duties and responsibilities in a specific activity including but not limited to chairing, directing, or coordinating.

B. Forms of Compensation for Duties beyond Instructional Assignments:

1. Stipend: When a faculty member accepts a stipend assignment the following conditions apply:
 - a. The Dean will assign and approve all stipends in his/her area.
 - b. All stipends will be in addition to the faculty member's workload assignment.
 - c. Faculty members must sign a stipend contract which will require the faculty member to verify completion and/or satisfaction of the assignment under penalty of perjury.
2. Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.
 - a. Reassigned time may be recommended by the College President and approved by the Chancellor.
 - b. Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
 - c. Faculty members receiving reassigned time will be eligible for additional workload assignments.
 - d. The Dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project.

For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.

- e. The reassigned time allocated to the bargaining unit as described in Article VI, Section VII, may not converted to a stipend.

C. Department Chair Compensation

1. Chair duties will be compensated by stipend or reassignment or a combination thereof. If a chair accepts reassignment, he or she may not be assigned classes as overload while he or she serves as chair with reassignment. Chairs with reassignment may still accept large lecture compensation. Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.
2. Compensation for department chairs will be based on the highest rate from the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A).

a. Regular Term Department Chair Compensation

During the regular term, department chair compensation will be calculated according to the table below. The total amount of compensation will be derived by combining the amount of LHE earned in each of the four listed categories, as determined by the department's placement in each category on the table. Additional duties beyond those described by these categories will be compensated as described in Section 5 below.

	ptWFCH	Sections	Courses	FTES	LHE
Tier 6	400+	200+	80+	800+	2.5
Tier 5	300-399	150-199	60-79	600-799	2
Tier 4	200-299	100-149	40-59	400-599	1.5
Tier 3	100-199	50-99	20-39	200-399	1
Tier 2	50-99	25-49	10-19	100-199	0.5
Tier 1	1-49	1-24	1-9	1-99	0.25

In which:

“ptWFCH” represents the department's part-time weekly faculty contact hours, both classroom and non-classroom, describing duties related to hiring, mentoring and evaluation of part-time faculty, as taken from the end of term (EOT) from the preceding fall semester;

“S” represents the number of scheduled sections offered by the department, describing duties such as scheduling and staffing the department's course schedule, as taken from the end of term (EOT) from the preceding fall semester (Note: Only the A ticket is counted and cancelled sections are included in the count);

“C” represents the number of approved courses for the department, as listed in the most recent CCC Curriculum Inventory, describing duties related to conducting or coordinating a number of operations related to a department’s courses, including program and curriculum development and review, SLO development and evaluation, and administrative duties such as participation in meetings;

“FTES” represents the number of full-time equivalent students served by the department, describing the duties related to handling student concerns, including grade grievances against part-time faculty members, as taken from the end of term (EOT) from the preceding fall semester;

“LHE” represents the amount of compensation as determined by the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A).

Example: For a department which had 321 part-time WFCH, 27 sections, 250 FTES during the previous fall term, 35 active courses, the following calculation would apply:

	PT-WFCH	Sections	Courses	FTES
Values	321	27	35	250
Placement	Tier 5	Tier 2	Tier 3	Tier 3
Compensation	2	0.5	1	1
Total Compensation:				4.5 LHE

b. Summer Department Chair Compensation

Department Chairs assigned to perform chair duties throughout the summer will be paid according to the following table, using ptWFCH and Sections as defined in Section 1 above. The total amount of compensation will be derived by combining the amount of LHE earned in both categories, as determined by the department’s placement in each category on the table. If a Chair is assigned by the Dean to perform chair duties for less than the entire summer, the Chair will be paid in accordance with Section 5 below.

	ptWFCH	Sections	LHE
Tier 6	400	200	2
Tier 5	300	150	1.6
Tier 4	200	100	1.2
Tier 3	100	50	0.8
Tier 2	50	25	0.4
Tier 1	1	1	0.2

c. Supplemental Duty Compensation

During the regular term or summer, department chairs or other faculty members may be assigned additional extra-instructional duties beyond those described in Section 1 above, and specific to certain departments and programs, including but not limited to career-technical education programs (CTE).

To qualify for supplemental duty compensation, a faculty member must perform one or more of the duties in the following list:

CTE: Coordinate advisory committees

CTE: Coordinate paid and volunteer support staff

CTE: Coordinate off-campus instructional site locations

CTE: Coordinate programs, certificates and degrees completed at off-campus locations

CTE: Coordinate college/community service for a department, college or the District (including wardrobe, food service and filming)

CTE: Coordinate program specific accreditation for programs (Nursing or EMT programs)

Additional duties not covered by ptWSCH, Sections, Courses or FTES as appearing in Section 1 above.¹

Other specific projects as assigned by the department, college or District.

Additional compensation for these duties will be calculated at a rate equivalent to one (1) LHE per thirty-three (33) additional hours assigned.

- D.** Certain specific faculty positions are designated as “Coordinator” positions (for example, EOPS coordinator). Those specific positions may receive up to 100% reassignment as required by the coordinated program, as determined by the appropriate Vice President.

VII. Part-time Workload: The Dean has the right to assign and approve each part-time faculty member’s workload and particular assignment(s). Part-time faculty members may be assigned lecture and non-lecture workload assignments. The following conditions apply:

¹ The parties intend to draft specific language that references the types of duties indicated in this provision. This language will be incorporated into the collective bargaining agreement by MOU.

- A.** Part-time faculty members may accept employment and workload assignments. However, there are no guarantees for part-time assignments. The following consideration, order of employment (offer), and conditions apply in order of priority:
1. Full-time faculty members will receive their assigned workloads and appropriate overload(s) for the fall and spring semesters, and full-time faculty will be given first consideration for summer assignments.
 2. Then consideration shall be given to returning part-time faculty who have received a rating of satisfactory or better during the prior three consecutive evaluation periods.
 3. All other part-time faculty will be considered for assignment.
- B.** The Dean may cancel the assignment of any part-time faculty member to provide a full workload (15 LHE) assignment to a full-time faculty member.
- C.** The Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
- D.** A maximum assignment will be no more than sixty-seven (67%) of a full-time workload, or ten (10) equivalent LHE, per semester (Calif. Ed. Code, Section, 87482.5).
- E.** Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed. Code Section 87482.5).
- F.** A retiree from the District who seeks part-time assignments will be required to have a medical certificate on file with Human Resources (see Calif. Ed. Code Section 87408.5).
- G.** Part-time assignments will be calculated and compensated by the following ratio:

	<u>Contact Hours</u>	<u>Hours of Pay</u>
Lecture	1	1
Laboratory	1	1
Practicum	1	1

	<u>Clock Hours</u>	<u>Hours of Pay</u>
Tutorial (as described in Article XV, Section II, subsection D above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

VIII. Course Content and Copyright Materials

1. Course outline and course content
 - a. Course Outline of Record (Curriculum) as described in 5 CCR §55002, is the property of the District.
 - b. Any instructional material developed by a faculty member to instruct, support, and/or deliver courses, including DE courses, shall remain the exclusive property of that faculty member, unless the faculty member and the District have reached a prior alternative agreement regarding ownership of specific instructional material.
 - c. The college will have the right of "non-exclusive license" to course content for a period of one year after course completion only for the purpose of allowing students to complete a course for which the content was created and when the faculty member is no longer available to complete the course.
2. Copyright Ownership
 - a. Any material created outside of the faculty member's employment with the District is the exclusive property of the faculty member.
 - b. Unless the faculty member and the District reach a specific alternative agreement prior to the creation of the material, any material created by a faculty member using District resources or support remains the exclusive property of that faculty member.

IX. Cooperative Work Experience

CWE is a program for awarding college credit for paid and unpaid work experience to enrolled students. A CWE course is part of the existing state-approved curriculum and will enroll at least one (1) but no more than thirty (30) students.

- A. The following conditions apply to all faculty members:
 1. Mutual consent of the faculty member and the Dean is required.
 2. Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for assignment of workload.
 3. Faculty members assigned CWE courses are responsible for in-person consultation (at the job site) with the employer or designated representative(s) to discuss students' educational growth on the job at least once per semester unless:
 - a. they have been at the worksite previously;
 - b. the student is repeating the course at the employer's worksite;
 - c. the work site has been the site of numerous previous assignments by other students at the College;
 - d. the worksite location is greater than fifteen (15) miles from the College;

- e. the faculty member and student are on different work schedules;
- f. the faculty member and student are working in a virtual offices; or
- g. in case of emergency or security of the instructor/student.

Under one of these circumstances, the faculty member may use alternative means to consult, such as the telephone, teleconference, partner with instructors from other colleges or e-mail/internet.

- 4. The faculty member must submit all appropriate documentation according to CCR, Title 5, Section 55256.
- 5. Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term. Compensation will be made upon submission of all appropriate documentation, assignment obligations, grades and required documentation to the Dean.

B. The following conditions apply to full-time faculty members only:

- 1. CWE may only be taught as an overload assignment; it may not be considered as part of a full-time faculty member's regular workload.
- 2. Summer assignments will be limited to one (1) CWE class, consisting of one or more sections. Compensation for CWE instruction is .10 LHE as listed in the Full-time Overload/Part-time Non-classroom Academic Salary schedule (Appendix A) per student per term.

ARTICLE XVI PART-TIME FACULTY

I. General Provisions

Each part-time faculty member shall be covered by all of the provisions of this agreement which relate to part-time, temporary, and partial contracts.

II. Right of Assignment: The Dean has the right to assign and approve each part-time faculty member's workload and particular assignment(s) each semester (see Article XV, Section VII).

III. Workload (see Article XV)

IV. Evaluations (see Article XVII)

V. Part-time Faculty Consideration in Filling Full-Time Faculty Vacancies

A. Information regarding academic full-time vacancies at all colleges in the District shall be made available to all part-time faculty on the District Web page and for those who request it from Human Resources.

B. Part-time faculty members who apply for a vacant position will be granted an interview. The following conditions apply:

1. The part-time faculty member must possess the required minimum qualifications for the position.
2. The part-time faculty member must have completed ten (10) or more semesters of service to the district.
3. The part-time faculty member must have received an overall rating of "Satisfactory" or better in their most recent evaluation.²
4. Points earned in the paper review process will move forward to the next step. In the event when a candidate's paper review score is less than the cut score for interviews, the candidate will be informed and can elect to continue with the interview process or have his/her name removed from the interview list.
5. There will be no other special advantage in the process.

VI. Benefits (see Article XXVII)

VII. Wages (see Article XXX)

² May be amended by MOU as necessary.

ARTICLE XVII EVALUATIONS

Probationary, Tenured and Part-Time

Purpose

The primary purpose of the evaluation of faculty is the continued improvement of instruction and instructional support services.

I. Probationary Faculty Evaluations

The four-year probationary period is intended to provide sufficient time for the new faculty member to understand the expectations of a tenured faculty member, to develop the skills and acquire the experience to participate successfully in the educational process, and to use appropriate resources for professional growth and development. Faculty recommended for tenure, therefore, must reflect this standard of excellence in their performance of faculty duties and interaction with students and colleagues.

A. Probationary Period

The probationary period is a four-year process (as described in California Education Code sections 87600 - 87612):

1. Step One – Initial Hiring: First Contract (one year)

A probationary faculty member (or contract employee) is hired initially on a one-year contract (§87605). In order to receive a year's credit toward attainment of tenure the faculty member must work at least 75% of the number of days in the regular academic year (§87468). This means that the faculty member must work both the fall and spring semesters (§87601). If a faculty member is hired in the spring semester, the first year will not be complete until the faculty member teaches a complete academic year, usually during the academic year following the semester of hire.

2. Step Two – Second Contract (one year)

If the Board approves the probationary faculty member to return for the following year on or before March 15th of his or her first year, he or she is issued a second one-year contract (§87608).

3. Step Three – Third Contract (two years)

If the Board approves the probationary faculty member to return for the following year on or before March 15th of the second year, he or she is issued a two-year contract (§87608.5).

4. Step Four – Granting Tenure

If the probationary faculty member is not notified on or before March 15th of the fourth year that the Board has decided not to employ (i.e., to dismiss) the faculty member as a permanent, tenured employee for all subsequent years, the faculty member will return in the fall of the subsequent academic year as a permanent, tenured employee (§87609 and 87610).

B. Tenure Review Committee (TRC)

A Tenure Review Committee (TRC) will follow the candidate(s) through the four probationary years. Members of this committee have an obligation to commit to the time frame, uphold the confidentiality of the tenure review process, uphold the principles of equal employment opportunities, promote and respect diversity, review appropriate documents, and conduct fair and unbiased evaluation for the purpose of reaching a tenure decision.

In instances where a department/division/school has multiple probationary faculty in the tenure review process at the same time, so that it would be difficult to compose multiple tenure review committees, the Dean and affected Department Chair(s) may elect to combine committees. In such instances, the combined TRC will contain at least one member who can reasonably be expected to have sufficient disciplinary expertise to evaluate each probationary faculty member assigned to that committee for evaluation.

Appointment to a TRC will count toward fulfillment of a faculty member's college service obligation, and may be eligible for staff development credit as appropriate.

The TRC will be appointed by the Dean and will be comprised of three persons:

1. The Dean is responsible for overseeing the evaluation process, collecting all evaluation materials, and submitting the annual Faculty Performance Evaluation report as prepared by the TRC, including a recommendation regarding the continued employment of the probationary faculty member.
2. The Dean and no fewer than two (2) tenured faculty members from the Department and/or Division/School, or related department and/or Division/School. The appointment of faculty will follow consultation and consensus between the Dean and the department chair(s).
3. In addition, the probationary faculty member, in consultation with the department chair, will appoint a member of the school/division as a faculty mentor. The mentor will be a non-voting member of the TRC, and will serve as an advisor and advocate for the probationary faculty member.

C. Probationary Faculty Evaluation Components

1. Self-evaluation

- a. It is essential that each probationary faculty member take full responsibility for the appropriate portions of his/her tenure review process.
- b. The probationary faculty member will submit to the TRC a portfolio including a report of college, District or committee service; accomplishments (such as publications, exhibitions or performances) awards and achievements; appropriate class materials such as sample

syllabi and assignments; goals and objectives for the next evaluation cycle; mentoring opportunities; and other pertinent documents.

2. Instructional activity observations

- a. The TRC will conduct scheduled classroom/worksite/electronic visitation(s) as needed and submit written comments to the Dean.
 - i. The faculty member and the TRC will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying with his/her abilities.
 - ii. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the probationary faculty member will present the course to the member(s) of the TRC during an observation lasting at least fifty (50) minutes.

3. Student Evaluation

- a. Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the probationary period. The objective will be to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs.
- b. These student evaluations will be made available for the probationary faculty member and the non-voting mentor TRC member to review, and will be shared with the TRC.
- c. The student evaluations are the property of the probationary faculty member, and will be returned to the probationary faculty member at the end of the semester.

4. Report preparation

- a. The TRC will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
 - i. the materials from the probationary faculty portfolio;
 - ii. results of observations;
 - iii. items relevant to the instructional duties assigned to the probationary faculty member, including adherence to Board Policy and college processes and deadlines;

- iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy and the appropriate job posting;
 - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
 - b. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
 - c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
5. Follow up procedures
- a. If the faculty members' performance receives an overall rating requiring improvement, the TRC will develop a performance improvement plan, including follow-up activities, dates of completion, and measurable outcomes to address those performance issues requiring correction.
 - b. The TRC will meet with the probationary faculty member to discuss the summary report.
 - c. On behalf of the TRC, the Dean will forward recommendation(s), with appropriate supporting documentation, to the Vice President and President.
 - d. An additional evaluation may be scheduled during the spring semester if desired by the TRC.
6. Administration Review
- a. The Vice President will:
 - i. review recommendation(s),
 - ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the President.
 - b. The President will:
 - i. review recommendation(s),

- ii. forward recommendation(s), including his/her recommendations based upon his/her direct observation, to the Chancellor.
- c. The Chancellor will:
 - i. review recommendation(s),
 - ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.

D. Evaluation Timelines

The Vice President or Dean will initiate the course of action to establish the tenure review process for each new hire.

1. First Academic Year

- a. The TRC meets with the new faculty member (and throughout the four year process as appropriate).
- b. TRC membership is reported by the Dean to the appropriate vice president for each new faculty member by September 15th.
- c. The TRC meets with the faculty to discuss the process, format, objectives, timelines and expectations.
- d. The probationary faculty portfolio shall be submitted to the TRC by November 1st.
- e. Observations are completed and returned to the Dean by November 15th.
- f. Post-visit discussions to be held with the faculty member.
- g. Student evaluations are to be conducted.
- h. The TRC reaches its recommendation and completes a written report by December 15th.
- i. The recommendation of renewal or non-renewal is submitted by the Dean to the Vice President and the President no later than December 20th.
- j. Letter of non-renewal or one (1) year renewal will be sent no later than March 15th.
- k. A new faculty member whose initial hire date begins with the spring semester will be evaluated during the spring semester.

2. Second Academic Year

- a. Follow c, d, e, f, g and h of the first year.
- b. Second semester: a letter of non-renewal or two (2) years renewal will be sent no later than March 15th.

3. Third Academic Year

- a. Follow c, d, e, f, g and h of the first year.
- 4. Fourth Academic Year
 - a. Follow c, d, e, f, g and h of the first year.
 - b. Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1st.
 - c. Second semester: a letter of tenure or non-renewal sent no later than March 15th.

II. Tenured Faculty Evaluation

The tenured faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, to provide a basis for professional growth and development, and to comply with California State Community College laws and regulations.

A. Tenured Faculty Evaluation Process

1. Self-evaluation
 - a. The faculty member will submit to the Dean a portfolio including a report of college, District or committee service; accomplishments (such as publications, shows or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents.
2. Instructional activity observation
 - a. The appropriate Dean, or designee will make scheduled classroom/worksite/electronic visits as described below:
 - i. The faculty member and Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying his/her abilities.
 - ii. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.
3. Student Evaluation
 - a. Student evaluations will be arranged through the appropriate Dean's office, and be conducted in each class during the fall and spring semesters, or for those faculty members who engage in instruction outside of the traditional classroom, in the equivalent of a class, during the academic year in which the evaluation is conducted.
 - b. These student evaluations will be made available for the faculty member to review.

- c. The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.
4. Report preparation
- a. The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
 - i. the materials from the faculty portfolio;
 - ii. results of observations;
 - iii. items relevant to the instructional duties assigned to the faculty member, including adherence to Board Policy and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - v. information regarding participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
 - b. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
 - c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The Dean may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
5. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.

B. Follow-up Procedures

- 1. If a tenured faculty member receives an overall rating requiring improvement, the Dean will develop a Performance Improvement Plan including follow-up activities with dates of completion, and measurable outcomes to address those performance issues which need improvement.

2. The faculty member receiving an overall rating requiring improvement will be evaluated again within twelve (12) months.
3. In the subsequent evaluation, if the faculty member does not receive an overall rating of “Satisfactory” or better, the faculty member will not be eligible for any overload assignments until such time as future evaluation results in an overall “Satisfactory” or better.

C. Evaluation Timelines

1. The Vice President or Dean will initiate the tenured faculty evaluation process every three (3) years.
2. The evaluation process must be completed within one year of its initiation, or the process must begin anew.

III. Part-Time Faculty Evaluations

The part-time faculty evaluation process is designed to improve the teaching/ learning process and delivery of student services, and to provide the part-time faculty member a basis for professional growth and development.

A. Part-time Faculty Evaluation Process

1. Self-evaluation
 - a. The faculty member will submit to the Dean a portfolio including a report of college, District or committee service; accomplishments (such as publications, shows or performances) awards and achievements; appropriate class materials such as sample syllabi and assignments; and other pertinent documents.
2. Instructional activity observation
 - a. The appropriate Dean or designee will make scheduled classroom/worksite/electronic visits as described below:
 - i. The part-time faculty member and Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions displaying his/her abilities.
 - ii. Each evaluation shall include at least one (1) observation, lasting at least fifty (50) minutes. For on-line classes, the faculty member will present the course to the evaluator during an observation lasting at least fifty (50) minutes.

3. Student Evaluation

- a. Each part-time faculty member shall have student evaluations conducted by the appropriate Dean's office in at least one course during the first semester of his/her first assignment at that college. Subsequent student evaluations shall take place every semester in which a formal evaluation is performed.
- b. These student evaluations will be made available for the part-time faculty member to review.
- c. The student evaluations are the property of the part-time faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, and will not be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

4. Report preparation

- a. The Dean will complete a Faculty Performance Evaluation report, including a recommendation of continued employment, based upon:
 - i. the materials from the faculty portfolio;
 - ii. results of observations;
 - iii. items relevant to the instructional duties assigned to the part-time faculty member, including adherence to Board Policy and college processes and deadlines;
 - iv. a review of activities which are outside of the instructional duties, including those defined within Board Policy;
 - v. information regarding participation in assessment of student learning outcomes. Any information included in the part-time faculty member's evaluation regarding participation in student learning outcome processes must be verified and documented.
- b. Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- c. Evaluations are to be based on the materials described in this Article. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

- d. The evaluation of the part-time faculty member may be completed by a full-time faculty member as the designee of the Vice President or the Dean, under the following circumstances:
 - i. The full-time faculty member is tenured,
 - ii. The full-time faculty member is in good standing with an evaluation of “Satisfactory” or better on his or her most recent evaluation,
 - iii. The full-time faculty member is approved by the appropriate Dean,
 - iv. Department chairs will have the first right of refusal for all evaluations of part-time faculty members in their areas,
 - v. In the event that an evaluation results in the determination that the evaluated part-time faculty member requires improvement, the evaluation process will revert to the Dean, who will complete the evaluation.

B. Evaluation Timelines

1. Each part-time faculty member shall be evaluated during the first semester of his/her first assignment at that college.
2. Subsequent reviews will be every sixth semester during which an instructional assignment is held, and no fewer than one in every four years.

ARTICLE XVIII PERSONNEL FILES

I. General Provisions

- A.** 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. Any punitive action against a faculty member shall be taken in conformance with legal requirements.
- B.** There shall be only one official personnel file for each faculty member. This file shall be locked in a central location.

II. Access to Files and Release of Personnel Information

- A.** The faculty member shall have access to his/her file at reasonable intervals and at reasonable times, with reasonable advance notice subject to the following restrictions:
 - 1. The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.
 - 2. The employee shall not have the right to inspect materials the access to which is specifically excluded by federal or state regulation or statute.
- B.** Representatives of the Association shall have access at reasonable intervals and at reasonable times, with reasonable advance notice, to said file with the faculty member's written authorization.
- C.** 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, or in order to comply with a legal requirement such as a court order.

III. Placement of Material in Personnel Files

- A.** 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.
- B.** Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter into his or her personnel file, and have attached to any derogatory statement, his or her own comments. 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 disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.
- C.** 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 XIX TRANSFERS

I. General Provisions

A lateral transfer refers to any administrative or Board action which results in the movement of a faculty member from one immediate supervisor or site to another. A transfer may be initiated by the faculty member ("voluntary") or by the District ("involuntary").

II. 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) minimum qualifications as defined in 5 CCR §53410, (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.

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

- A.** A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined in 5 CCR §53410, (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 minimum qualifications, (2) reasonableness, and (3) seniority.
- C.** A faculty member 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 column.

ARTICLE XX TRAVEL

- I.** Faculty members shall be reimbursed for all actual and necessary expenses incurred while on District approved travel as defined in Board Policy.
- II.** Current IRS rates will be used for private automobile mileage reimbursement.
- III.** Faculty members shall be covered under Worker's Compensation Insurance as provided by law.
- IV.** If the District requires a faculty member to drive a District vehicle and special California driver's license is required to drive that vehicle, the District shall pay the costs involved in obtaining the license, including the cost of the license.

ARTICLE XXI SAFETY

- I.** Faculty member safety is a primary concern of the District and the Association.
- II.** The District agrees to comply with applicable federal, state, and local laws and regulations affecting faculty member safety in providing and maintaining safe working conditions and equipment.
- III.** A faculty member who notices any unsafe condition(s) shall report the condition immediately to the immediate supervisor or the Campus Safety Coordinator.
- IV.** Each faculty member shall adhere to the District's safety rules and policies for the well-being of the students and faculty member of the District, and shall attend all scheduled District safety training sessions which are related to their assignments, as required by law, regulation or for insurance/risk management compliance.

ARTICLE XXII LAY-OFF PROCEDURES

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

I. Faculty Service Areas (F.S.A.)

All faculty in the South Orange County Community College District are in one Faculty Service Area (F.S.A.).

ARTICLE XXIII
DISCIPLINE PROCEDURES

- I.** The statutory guarantees contained in the California Education Code applicable to the disciplining of District full-time faculty members are incorporated into this Agreement and shall apply to tenured and non-tenured faculty.
- II.** No full-time faculty member shall be dismissed or penalized unless the District has fulfilled its obligations to evaluate such faculty member in accordance with the procedures outlined in Article XVII, Evaluations.

**ARTICLE XXIV
FEDERAL AND STATE STATUTES REGARDING HARASSMENT AND
DISCRIMINATION**

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

ARTICLE XXV GRIEVANCE PROCEDURES

I. General Provisions

A grievance is a formal written allegation by a grievant who alleges a violation, misapplication or misinterpretation of a specific article, section, or provision of this Agreement.

- A.** The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- B.** Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- C.** This grievance procedure may be used to dispute a decision regarding the granting of tenure.
- D.** 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 consistent 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.
- E.** Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the potential grievance with his/her Dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section IV (A) of this article.
- F.** The grievant may be represented by an Association representative at all levels of the grievance procedure under Section IV below. 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.
- G.** 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 or designee, and if necessary this grievance shall continue as specified in Level III (see Item IV, Section C, below).

- H.** If the grievance arises from action or inaction by the Chancellor, the grievance shall be submitted directly to the Association and to the Chancellor or designee. In the event that the grievance is not resolved between the grievant and/or the Association and the Chancellor or designee, the grievance will be submitted to the Board of Trustees through the Board President. If necessary, this grievance shall continue as specified in Level IV (see Item IV, Section D, below).
- I.** No reprisals of any kind will be taken by the Board, the Chancellor, any member or representative of the administration of the District, or by the Association, its officers or its members 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.

II. Scheduling of grievance meetings

- A.** Every effort will be made to schedule meetings for the processing of grievances at times that will not interfere with the regular assigned duties of the participants.
- B.** In accordance with Article VI (Association Rights), the Association representative will, upon reasonable notice to the appropriate Dean, be released from duties without loss of pay to attend meetings.
- C.** If the grievance meeting must be held at a time which conflicts with the grievant's assigned duties, upon reasonable notice to the appropriate Dean, the grievant will be released to attend the meeting. Any District employee who is requested by any party of interest to appear in such meetings or hearings as a witness shall, upon reasonable notice to appropriate Dean or supervisor, be released from assigned duties to attend the meeting.

III. Time Limits

- A.** All grievances should be processed in an expeditious and timely manner.
- B.** Should the grievant fail to comply with the established time limits at any step, he/she shall forfeit all rights to process the existing grievance.
- C.** Should the District or its designated representatives fail to respond to a grievance within established time limits at any step, the grievant is entitled to proceed to the next step.
- D.** Any time limits set forth herein shall begin the day following the receipt of a written decision.
- E.** Time or procedural steps may be waived at any step by mutual written agreement.

IV. Grievance Procedure

A. Level I – Immediate Supervisor

1. Within one (1) year after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District grievance form (Appendix D). The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any

supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.

2. Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

B. Level II – President or Designee

1. In the event the grievant is not satisfied with the decision, if provided, at Level I, the decision may be appealed on the grievance form to the President, within ten (10) days of receiving the Level I decision, or when it should have been received.
2. In order to be processed or considered, the appeal shall include copies of the original grievance and decision, if rendered, and the reason for the appeal.
3. The President, or designee, shall hold a conference with the grievant upon request of either party. The President, or designee, shall communicate the decision about the grievance to the grievant in writing on the grievance form within ten (10) days of receiving the appeal and forward a copy of the response to Faculty Association.
4. The President's designee shall not be any person who has previously ruled on the grievance at any of the previous levels.

C. Level III – Chancellor or Designee

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
2. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.
3. The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
4. The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

D. Level IV – Arbitration

1. Where the grievant and Faculty Association wish to proceed to arbitration, a request shall be made to the Director of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or of the date the decision should have been received. Should the Faculty Association and the District be unable to mutually agree on the selection of an arbitrator:

- a. Within five (5) days the Human Resources Office shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service.
 - b. Within ten (10) days after receipt of the list, a representative of the District and a representative of Faculty Association shall alternately strike names from the list until only one name remains.
2. Upon selection of the arbitrator, the Human Resources office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator and the parties.
3. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be paid equally by the District and the Faculty Association.
4. If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
5. The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.
6. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
7. Arbitrator's Recommendation
 - a. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.
 - b. The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

I. Bonded Sabbatical

At the discretion of the Board of Trustees, upon the recommendation of the District Sabbatical Committee, the District may grant a sabbatical to eligible faculty members (Calif. Ed. Code, Sections 87767 and 87768).

A. Purpose

A sabbatical is to allow for the professional enhancement of the faculty member. Such professional enhancement shall be to the benefit of the faculty member, his/her college, students, and/or to the District. The value of what the faculty member may contribute following his/her return includes, but is not limited to, the areas of pedagogy, curriculum development, and the culture of the college and the community it serves.

B. Length of Sabbatical

A sabbatical leave may take one of two possible forms:

1. One semester at full pay and employee benefits, or
2. One academic year at two-thirds pay and full employee benefits.

C. Eligibility

1. Any tenured full-time faculty member who has served the District for at least six (6) consecutive years without a break in service (Calif. Ed. Code, Section 87768) is eligible for a sabbatical. No more than one such sabbatical may be granted in each seven year period.
2. An eligibility list will be prepared by the Human Resources Office no later than July 1st of the preceding year and sent to the Sabbatical Committee chair.

D. Acceptable Sabbatical Projects

A sabbatical may be granted for any of the following purposes:

1. Professional study related to assigned discipline(s) or for the purpose of retraining when there is a scheduled phase-out in a discipline and/or program.
2. Completion of courses for an advanced degree related to assigned discipline(s) or in advanced studies related to higher education.
3. Special project, research or assignment that relates to the goals and mission of the College and District.
4. Travel related to assigned discipline, course and/or program of faculty member.

E. Sabbatical Committee

1. The Sabbatical Committee will consist of one (1) faculty member from each Division/School, one (1) administrator from each college who will be appointed by the college President, and the appropriate Vice Chancellor, who will also serve as co-chair.
2. Members of the Sabbatical Committee may not submit a sabbatical proposal, nor serve in the year following the completion of a sabbatical.
3. Committee members will elect a chair and have one (1) vote each.
4. The Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.
5. The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement.
6. The Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20th.

F. Application Process

1. Faculty members shall be notified by the Sabbatical Committee of their eligibility to apply for a sabbatical and provided with instructions for completing the application form and the final report. In addition, faculty members will be informed of all necessary deadlines and procedures.
2. The faculty member shall discuss the proposed sabbatical project with Division/School peers, Department Chair, Division/School Dean, appropriate Vice President, and solicit input/feedback.
3. The faculty member shall submit to the college President a copy of his/her sabbatical proposal (or a rough draft thereof) for input and feedback. The President may provide comments and indicate one of the following:
 - a. SUPPORT: The sabbatical proposal (with input as indicated) can be forwarded to the committee.
 - b. NON-SUPPORT: The sabbatical proposal will be returned to the faculty member with recommendations to warrant the President's support.
 - i. In the event where the College President does not support a sabbatical proposal, the faculty member may:
 - a) reconsider the President's input and resubmit the sabbatical proposal to the President, or
 - b) rescind the sabbatical proposal, or
 - c) forward the sabbatical proposal to the Sabbatical Committee with the President's comments and non-support.

4. The faculty member shall submit his/her sabbatical proposal with all required forms and documents to the Sabbatical Committee prior to the deadline date.
5. Under exceptional circumstances, the Sabbatical Committee may choose to consider late applications. The Committee has the sole responsibility for determining the criteria for exceptional circumstances and whether or not it will consider a late application.
6. If the applicant makes changes to the proposal after it has been reviewed by the committee, the co-chairs will discuss the changes with the college President and seek his/her support for the changes.

G. Approval Process

1. Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward their approved list to the College President.
2. The names of approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20th.
3. The Board of Trustees may grant a sabbatical (Calif. Ed. Code, Sections 87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
4. Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of their application.
5. In the event there are multiple sabbatical requests in the same department for the same period, the Dean may defer an approved sabbatical so as not to interfere with the regular operation of a department, subject to the following conditions:
 - a. A deferred sabbatical must be granted within one (1) year of the date on which the deferred sabbatical was due to commence.
 - b. Faculty members will retain their cycle of sabbatical eligibility based on the approval date of the application.
 - c. When a sabbatical deferral is necessary, faculty members approved for their first sabbatical will receive priority.
 - d. When a sabbatical deferral is necessary, and all affected faculty members have previously received a sabbatical, in the absence of a mutual agreement to the contrary among the affected faculty members, priority will be given to the most senior faculty member as determined by the District-assigned faculty seniority number.

H. Number of Sabbaticals and Priority Determinations

1. The number of semesters available for faculty sabbaticals shall be calculated as 4.63% of the full-time faculty semester/year obligation as reported by the Chancellor's Office, California Community Colleges to the District in the fall of that academic year (CCR, Title 5, Sections 51025, (a), 1 and 53302). Deferred sabbaticals according to Section G.5 will not be reflected in the 4.63% allocation for the next academic year.
2. The determination of the number of semesters available for sabbaticals for any given academic year shall be made by rounding up after the multiplication process takes place.

Example:

$$4.63\% \times 255 \text{ (faculty)} = 11.8 \times 2 = 23.6 \text{ or } 24 \text{ semesters}$$

3. The Sabbatical Committee will assign priority to proposed sabbatical projects as follows:
 - a. A first time applicant will be given priority over applicants who have had a previous sabbatical.
 - b. Thereafter, applicants will be determined by seniority of service and by the quality of the proposal as ranked by the Sabbatical Committee.
 - c. 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.
4. A list of alternates shall be established and maintained by the Sabbatical Committee, in the event that a change of plan of a faculty member or increases in the total number of full-time faculty members employed permits additional available sabbatical semesters.

I. Length and Conditions for a Sabbatical

1. The recipient of a one semester sabbatical will be compensated at his/her regular salary and employee benefits; a two-semester sabbatical at two-thirds regular salary and full District-provided benefits. Year-long sabbaticals shall reduce the District contribution to STRS. Faculty members wishing to maintain full service credit with STRS must contact STRS.
2. Salary while on sabbatical shall be paid on a monthly basis during the academic year.
3. Faculty members cannot assume any other, additional full-time employment while on sabbatical, unless it is an integral part of their approved sabbatical. If this provision is violated, all compensation and the cost of employee benefits must be returned to the District.

4. Faculty members granted sabbatical shall not be authorized to perform additional professional services such as overload, overtime, part-time assignment, stipend, and grants for District pay. Nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the sabbatical compensation during the period of the sabbatical. The Board may, upon application, grant exception to this provision.
5. A sabbatical shall be counted as experience for advancement on the salary schedule.
6. Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.

J. Guarantees

1. The faculty member must agree to return to the District for a period of service equal to twice the period of the sabbatical (i.e., one semester sabbatical requires one (1) year additional service; a full academic sabbatical requires two (2) years additional service) (Calif. Ed. Code, Section 87770).
2. The faculty member shall be returned to the same or comparable position held at the time the sabbatical was granted. If conditions arise which would make it necessary to change the faculty member's assignment, the faculty member shall be notified, whenever possible, before the change becomes effective. Nothing in this paragraph is intended to be in conflict with Calif. Ed. Code Section 87774.
3. The written agreement between the District and the faculty member includes a bond paid for by the District. The bond covers pay and the District's cost of employee benefits. If the bond is forfeited, any repercussions from the bonding company are the sole responsibility of the faculty member (Calif. Ed. Code Sections 87770 and 87771).

K. Evidence of Completion

1. Upon completion of the sabbatical and within sixty (60) days of the faculty member's return to duty, a narrative report shall be submitted to the Sabbatical Committee for review and acceptance (or non-acceptance). This report will include:
 - a. a record of the activity such as, transcripts of study completed a copy of the product developed, and/or an evaluation of the project pursued;
 - b. a discussion of its impact on teaching and learning;
 - c. a description of how the sabbatical information will be used in a professional development plan;
 - d. a narrative on how the information contributes to the benefit of the students and to the District.

2. If the approved sabbatical project contains an implementation process or the Sabbatical Committee would like a follow-up report, the faculty member will provide the information requested in the time line provided.
3. The faculty member must schedule a minimum of one presentation(s) at a venue such as Professional Development Week, Division/School meetings, College Sabbatical Forum, and/or at a professional organization(s) meeting.
4. The Board of Trustees and/or the Sabbatical Committee may invite representative faculty members to make presentations of their sabbatical project/activity at Board of Trustees meetings.

L. Status Changes Relating to an Approved Sabbatical

Once the faculty member has been approved by the Board of Trustees for a sabbatical activity, it is the faculty member's responsibility to inform in writing the Sabbatical Committee Chair and the appropriate Vice Chancellor of any change(s) in status with the sabbatical from the time the faculty member knows or should have known of a change.

1. Project

In the original application, the faculty member requests time to complete a project with a stated outcome; however, circumstances, conditions, etc., identified in the application sometimes change. The faculty member must submit a request for change to the Sabbatical Committee, College President, and Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

2. Extenuating Circumstances

In the event that an extenuating circumstance occurs (such as, natural disaster, long term family illness) that may impact the content and/or timelines of the sabbatical project, the faculty member must report such change to the Sabbatical Committee, College President, Chancellor, and seek approval from the Board of Trustees before implementing any changes with the sabbatical project.

3. Serious or Long-Term Illness/Injury of the Faculty Member

It is the responsibility of the faculty member to notify the Director of Human Resources and the appropriate Vice Chancellor within thirty (30) days from the onset or change in physical condition.

II. Professional Development

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or 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, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Calif. Ed. Code Section 87768).

- A.** Absence shall not be included as service in computing the six (6) years before or after a sabbatical.
- B.** Absence shall not be deemed a break in service.
- C.** Upon return, a faculty member will return to the same or comparable position.
- D.** The faculty member will receive credit for annual salary increments, employee benefits, including, but not limited to, insurance and retirement benefits, to the extent not expressly prohibited by law.

ARTICLE XXVII BENEFITS

I. Health Insurance

The District shall pay 100 percent of the health insurance premium for faculty members working 75 percent or more of a full-time faculty contract and their eligible dependents. The coverage provided shall meet the specifications on file at the District Business Office.

II. Part-Time Faculty Health Insurance

The purpose of this program is to provide an opportunity for the individual part-time faculty member to receive an allowance to secure medical coverage of their own choosing. The District shall provide \$175 per month, to a maximum of \$1,750 per year. This allowance is toward a voluntary health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:

- A.** The faculty member must be employed for a minimum of 12 LHE in the District in the 12-month period ending at the end of the prior semester (summer session counts toward meeting this requirement).
- B.** The faculty member must have been employed in the District for five semesters during a period of three years immediately preceding the end of the prior semester (summer session does not count toward meeting this requirement).
- C.** The faculty member must work a minimum of three LHE in the District during the semester for which the District contribution is to be made.
- D.** Eligibility is reviewed each semester.

The District allowance will cease if the employee no longer meets the requirements of the above criteria. In addition, the foregoing District allowance will not be available to employees who are receiving retiree medical benefits from the District.

The District allowance shall be paid through payroll and will be prorated over the number of paychecks received by the eligible faculty member each semester.

III. Dental Insurance

The District shall pay one hundred percent of the premium for dental insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

IV. Vision Insurance

The District shall pay one hundred percent of the premium for vision insurance for faculty members working 75% or more of a full-time contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

V. Employee Assistance / Mental Health Program

The District shall pay one hundred percent of the premium for a faculty member's assistance/mental health program for employees working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

VI. Life Insurance

The District shall pay one hundred percent of the premium for life insurance for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. The coverage provided shall be two times the annual salary up to \$200,000.00, plus \$50,000.00.

VII. Long Term Disability Insurance

The District shall pay one hundred percent of the premium for long-term disability (salary protection) for faculty members working 75% or more of a full-time faculty contract. The coverage provided shall meet the specifications on file at the District Business Office.

VIII. Long Term Care Insurance

For faculty members working 75% or more of a full-time faculty contract, the District shall pay a maximum of \$8.00 per month toward the premium for long-term care insurance. Any unused portion of the \$8.00 may be used for employee-paid voluntary coverage for spouses. Coverage provided shall meet the specifications on file at the District Business Office.

IX. Legal Assistance Program

The District shall pay one hundred percent of the premium for legal assistance programs for faculty members working 75% or more of a full-time faculty contract and their eligible dependents. Coverage provided shall meet the specifications on file at the District Business Office.

X. Coverage Period

Each full-time faculty member shall be covered for fringe benefits from the first of the month following his/her first contractual day of his/her first academic year with the District. In each succeeding year, coverage will be continuous unless the faculty member resigns, retires, otherwise separates from employment, or is otherwise specified in this agreement, in which case the benefits will end the last day of the month when employment ends.

XI. Benefits During a Leave

Faculty members shall receive medical, dental, vision, and life insurance benefits while on a leave of absence in accordance with the following conditions:

- A.** Faculty members shall continue to receive insurance benefits while on paid leaves of absence.
- B.** A faculty member on an unpaid leave of absence due to illness shall continue to receive insurance benefits, provided by the District, during the leave of absence but not to exceed twelve (12) months following the exhaustion of all leaves; provided, however, that if the faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article XXXI, Section IV below, or is separated from the District.
- C.** Faculty members on unpaid leave longer than one year are eligible to apply for employee paid insurance coverage under COBRA.

XII. Tax Sheltered Annuities

Faculty members may participate in tax sheltered annuity plans from the District's approved list of vendors. The District will provide payroll deduction for this purpose.

XIII. Medical Examinations and Tests

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

XIV. Parking

Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each faculty member. Effective with the beginning of the 2016/17 academic year the cost of parking will be increased to \$40.00 per academic year for full-time faculty members and \$20.00 per academic year for part-time faculty members. Effective with the beginning of the 2017/18 academic year the cost of parking will be increased to \$60.00 per academic year for full time faculty members and \$30.00 per academic year for part-time faculty members.

XV. Change in Level of Benefit

The District agrees that changes to the level of benefit coverage will be negotiated.

ARTICLE XXVIII WORKLOAD BANKING PROGRAM

I. General Provisions

- A.** Workload banking is a benefit for full-time tenured faculty. This benefit allows a full-time faculty member to earn and bank workload time credit in lieu of compensation and take time off in a future semester.
- B.** When a full-time faculty member accepts an assignment as overload, as part of a summer assignment, or during any other instructional session beyond the traditional semesters, that faculty member is paid according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A). However, when a faculty member is banking overload for use in place of a future teaching assignment, that faculty member is earning LHE to be applied to a future assignment. Therefore, all banked workload will be valued at the appropriate LHE rate (as described in Section III below).

II. Workload Banking

- A.** Full-time probationary and full-time tenured faculty members are eligible to earn and bank workload time credit.
- B.** Only tenured full-time faculty members are eligible to redeem banked workload credit.
- C.** Faculty members may accumulate a maximum of twenty (20) LHE or their equivalent toward banked workload. Banked workload credit not applied to a specific leave will remain banked, and will be applied to a future leave.
- D.** Banked workload leave will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).
- E.** Banked workload credit may be taken in increments ranging from three equivalent LHE to one equivalent semester. When on a banked workload leave the employee's professional development obligation, office hours and committee meeting obligations will be proportional to their assignment for the academic year. Partial leaves are subject to Item G below.
- F.** Being on a full banked workload leave eliminates the contractual obligation for office hours and committee/college service work during the term of the leave.
- G.** Banked workload leaves will be limited to once every eight (8) semesters.
- H.** Workload credit earned in restricted or categorically funded programs may be banked only if allowed by State and Federal regulations and the granting agency.
- I.** Payment for banked workload earned in the fall and spring semesters, summer sessions, and any other instructional sessions beyond the traditional semesters will be withheld by payroll. Banked workload will be officially posted as banked at the end of the semester in which it is earned.
- J.** Faculty members who request to schedule banked workload leave will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

III. Criteria to earn banked workload credit:

- A. A faculty member must have probationary or tenured status.
- B. The Dean will acknowledge the request to bank workload and record the request through the Vice President's office.
- C. Banked workload credit can be earned from assignments exceeding thirty (30) to thirty-two (32) LHE per year scheduled during Fall and Spring semesters.
- D. Full-time faculty members must accumulate the equivalent of fifteen (15) LHE of banked workload credit, to be calculated as follows (see Article XV, Workload):

1. Lecture Assignments (contact hour)

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Lab	1	1
Practicum	1.2 (5/6)	1

Example: Digital Photography 5/6 (units lecture/practicum per week)

3 Hours Lecture	=	3 LHE
6 Hours Practicum	=	<u>5 LHE</u>
		8 LHE for load

2. Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

	<u>Clock Hours</u>	<u>LHE for Load</u>
Tutorial (as described in Article XV, Section II, subsection D above)	2	1
Library	2	1
Counseling	2	1
Learning Disability	2	1

- 3. Counselors and Librarians may include a maximum of 6 LHE of lecture courses per semester within their workload assignment. Therefore, to earn Workload Banked credit, Counselors and Librarians may accumulate up to forty percent (40%) of their credit from overload lecture assignments.

E. Workload credit cannot be earned:

- 1. while on a reduced workload assignment;
- 2. while on sabbatical.

IV. Criteria to redeem banked workload credit:

- A. A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.
- B. Only full-time tenured faculty members may schedule a banked workload leave.
- C. To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the Dean no later than February 1st for the Fall semester and no later than September 1st for the Spring semester.
 - 1. Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. The Dean shall put in writing any postponement of the request to redeem banked workload credit.
 - 2. When two or more faculty members from the same department or area apply to schedule banked workload leave and both/all cannot be accommodated, those faculty members who have not previously taken banked workload leave shall have priority in order of seniority. The remaining faculty will be given priority for the following semester.
 - 3. A requested banked workload leave can be postponed for no more than one academic year.
 - 4. To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the Division/School Chair and Dean to arrange for appropriate substitute coverage prior to scheduling a leave.
- V. While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, he/she will not be eligible to:
 - A. work overload;
 - B. contract for extra assignments in the District;
 - C. work on a stipend or reassigned time;
 - D. work on any hourly assignments.
- VI. Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out except under one of the following circumstances:
 - A. retirement;
 - B. medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
 - C. termination (dismissal for cause), or release from probationary status;
 - D. death;
 - D.E. resignation.

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

VII. Record Keeping

Banked workload credit shall be recorded by each college and tracked by the District. The District shall issue an annual statement to each faculty member and appropriate administrators showing the amount of posted banked workload credit, salary, and the dates posted.

VIII. Reserve Funds

When the option to bank workload credit is exercised, an amount equal to the hourly compensation earned by the full-time faculty member plus ten (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 schedules a banked workload leave or cashes out unused credit. All interest earned on this reserve shall remain in that account to offset the increases in hourly pay rates over time.

ARTICLE XXIX LEAVES

I. General Provisions

The benefits provided faculty members by Sections 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 as follows:

A. Paid Leave: Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:

1. return to the same or comparable position which he/she held immediately before commencement of the leave,
2. receive credit for annual salary increments provided during his/her leave,
3. receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

B. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:

1. return to the same or comparable position which he/she held immediately before commencement of the leave,
2. purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, 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 by the approved process to the appropriate Dean and College President. All reduced contracts shall be voluntary, and the faculty member understands that a reduced teaching load will reduce employee benefits and retirement credit received. The faculty member's salary will be reduced in accordance with the percentage reduction in teaching load request.

II. 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

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.

Pursuant to Labor Code Section 233, a full-time faculty member may use up to six days and a part-time faculty member may use up to three days of accrued and available sick leave entitlement to attend to an illness of a family member as defined in Labor Code Section 245.5.

Accumulation of Leave: Unused sick leave shall accrue from academic year to academic year.

- A. Verification of Illness or Injury:** Verification will normally not be required for short term absences. A doctor's certification or other acceptable form of verification may be required however, for absences exceeding five (5) calendar days, situations where there is a doubt as to the employee's fitness to return to work, or where the appropriate administrator has reason to believe that there may be an abuse of sick leave.
- B. Notification of Absence:** Faculty members shall notify the appropriate Dean of an absence as soon as practicable prior to the start of the faculty member's assignment.
- C. Notification of Return:** For absences longer than one day, each faculty member shall make every effort to keep the appropriate supervisor advised of his/her condition, and provide an estimate of their expected return.
- D. Absence Report Form:** The faculty member must complete an absence report form and return it to the Department Chair or appropriate administrator for approval (signatures) within two workdays after returning to work.
- E. Sick Leave Deduction Process:**
 - a. Full-time faculty members with classroom assignments shall have sick leave deducted on the basis of half-day increments (i.e., if a faculty member is absent for one-half or less of his or her scheduled assignment for that day, one-half day of sick leave will be deducted; if a faculty member is absent for more than one-half of a scheduled assignment for that day, a full day of sick leave will be deducted).
 - b. Full-time faculty members with non-classroom assignments shall have sick leave deducted on the basis of quarter-day increments (i.e., if a faculty member is absent for one-quarter or less of his or her scheduled assignment for that day, one-quarter of a day of sick leave will be deducted; for an absence of between one-quarter and one-half of a day, one-half day will be deducted; for an absence between one-half and three-quarters, three-quarters of a day will be deducted; for an absence of more than three-quarters of a scheduled assignment for that day, a full day of sick leave will be deducted).
 - c. Part-time faculty members shall have sick leave deducted on an hourly basis.
- F. Sick Leave Statement:** 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.

- G. Catastrophic Illness Transfer of Leave Program:** A faculty member may contribute sick leave to other staff as well as other faculty members 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 program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program 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.

III. Maternity Leave

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.

IV. Extended Illness Leave

- A.** If a faculty member has used 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 faculty member temporarily assuming the duties of the absent faculty member, or, in the event that no substitute faculty member is employed to replace the faculty member, the lowest LHE rate as described in the Full-time Overload/Part-time Non-classroom Academic Salary Schedule (Appendix A) for the number of hours for which the absent faculty member would need to be replaced. In no case shall the amount deducted exceed 50% of the faculty member's regular salary. The five (5) months or less extended illness leave period during which the deductions described above occur shall not begin until all other paid sick leave provisions described in Section II above, excluding sick leave transferred under the Catastrophic Illness Transfer of Leave Program (subsection G), have been exhausted. Extended illness leave is not available for absences that arise under Labor Code Section 233 (see Section II above).
- B.** If a faculty member has used all of his/her accumulated sick leave and is still absent from his/her duties on account of illness or accident, and that faculty member has been employed for a period of ten (10) years or more in the District, and has reached the age of fifty-five (55), the District will provide health benefits for the absent faculty member until that faculty member is able to return to duty, elects to retire as specified in Article XXXI, Section IV below, or is separated from the District.

V. Industrial Accident and Illness Leave—(Calif. Ed. Code Section 87787) is supplemented as follows:

- A.** An industrial accident or illness as used in this paragraph means any injury or illness the cause of which can be traced to the performance of services for the District, either on campus or off campus.
- B.** A faculty member shall be entitled to such leave without limitation to the number of days of entitlement.
- C.** 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.
- D.** 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.
- 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.

VI. 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.

VII. Bereavement Leave

Every faculty member shall be entitled to three (3) days of paid leave of 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.

VIII. 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 excluded. Upon completion of jury duty, the faculty member shall submit a certification of jury service to the District.

IX. Legislative Leave

Except as otherwise provided by law, a tenured 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 of office, not to exceed eight (8) 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 other benefits while on leave.

X. Professional Development 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.

XI. Family and Medical Leave

To the extent not already provided for under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. The following provisions set forth certain of the rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 (“FMLA”), and the regulations of the California Family Rights Act (“CFRA”). Unless otherwise provided by this policy, “leave” under this policy shall mean leave pursuant to the FMLA and CFRA. The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any faculty member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person’s family care leave in an inquiry related to family leave rights.

A. Terms of Leave

1. Family care and medical leave shall not exceed twelve (12) work weeks (or twenty-six (26) weeks to care for a covered service member) during any fiscal year. Where FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
2. The twelve (12) month period for calculating leave entitlement will be based on the District’s fiscal year from July 1 to June 30.
3. Leave taken under the FMLA for disability due to pregnancy shall run concurrently with leave taken under the California Pregnancy Disability Act. A family member may also be entitled to an additional twelve (12) weeks of bonding time under the CFRA.
4. During the period of family care and medical leave, the District shall require the faculty member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is for the employee’s own serious health condition or the leave is needed to care for a parent, spouse, child or domestic partner with a serious health condition, and for which sick leave may be taken pursuant to this Agreement and/or Board policy.

B. Intermittent/Reduced Work Schedule Leave

Leave related to the serious health condition of the faculty member or his/her child, parent, spouse or domestic partner may be taken intermittently or on a reduced work schedule when medically necessary. In such a case, the District may limit leave increments to the shortest period of time that the payroll system uses to account for absences or use of leave. If the leave is foreseeable based on planned medical treatment, the faculty member may also be required to transfer temporarily to a different job that has the equivalent pay and benefits but could better accommodate recurring periods of leave. The faculty member must be qualified for the position, but the position does not need to have equivalent duties. Transfer to an alternative position may include altering an existing job to better accommodate the faculty member's need for intermittent leave or a reduced work schedule.

C. Maintenance of Benefits

1. Leave under the terms of FMLA and/or CFRA is unpaid. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical, vision, and dental plans.
2. If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition of the faculty member or his/her family member which would entitle the faculty member to leave, or because of circumstances beyond the faculty member's control, the employee will be required to reimburse any health plan premiums paid by the District during the period of leave. The District shall have the right to recover premiums through deduction from any sums due to the employee from the District (e.g., unpaid wages, vacation pay, etc.).
3. The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

ARTICLE XXX WAGES

I. General Provisions

A. Faculty Compensation

1. Full-time faculty members teaching load (as defined in Article XV, sections III and IV) will be paid according to the Full-time Academic Salary Schedule as described in Section II.A below.
2. Beginning with the 2015-2016 academic year, part-time faculty during the academic year and all faculty during summer terms holding classroom or equivalent assignments will be paid according to the Part-time Classroom Academic Salary Schedule as described in Section II.B below.
3. Beginning with the 2015-2016 academic year, full-time faculty teaching overload and part-time faculty holding non-classroom assignments during the regular and summer terms will be paid according to the Full-time Overload/Part-time Non-classroom Academic Salary Schedule as described in Section II.C below.

II. Salary Schedules

A. Full-time Academic Salary Schedule (see Appendix A):

1. The Full-time Academic Salary Schedule shall consist of five columns with:
 - Three (3) steps plus one longevity step in the first column
 - Eight (8) steps plus one longevity step in the second column
 - Thirteen (13) steps plus one longevity step in the third column
 - Eighteen (18) steps plus one longevity step in the fourth column
 - Twenty-three (23) steps plus one longevity step in the fifth column
2. Column 1, step 1, of the Faculty Salary Schedule is defined as the base salary. For the 2015-2016 academic year, the base salary shall be \$64,088.00.
3. The first step of each column will increase by 5.5555% of the base salary over the first step of the previous column.
4. Each step in each column will increase by 3.70365% of the base salary over the previous step.

B. Part-time Classroom Academic Salary Schedule (see Appendix A):

1. The Part-time Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.
2. The value of the first column will be equivalent to 55.55% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

$$.5555(.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule} / 2))$$

3. Each succeeding column will increase by 4% of column 1 over the previous column.
 4. For the purpose of initial placement for the 2015-2016 academic year, part-time classroom faculty will be placed on the Part-time Classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.
- C. Full-time Overload/Part-time Non-classroom Academic Salary Schedule (see Appendix A):
1. The Full-time Overload/Part-time Non-Classroom Academic Salary Schedule shall consist of seven columns, with one step in each column.
 2. The value of the first column will be equivalent to 48.6% of 1/15 (6.67%) of one-half the value of the first step of the first column in the Full-time Academic Salary Schedule, as reflected in the following formula:

$$.486(.0667(\text{column 1, step 1 of the Full-time Academic Salary Schedule}/2))$$
 3. Each succeeding column will increase by 4% of column 1 over the previous column.
 4. For the purpose of initial placement for the 2015-2016 academic year, full-time faculty teaching overload and part-time non-classroom faculty will be placed on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule based upon the criteria as described in Section III of this Article, then granted one additional column for each step from their placement on the 2013-2014 Regular Term Hourly Schedule, with no faculty member placed higher than column 5.

III. Salary Schedule Column Placement Criteria

- A. Column I
 1. Bachelor's Degree.
- B. Column II
 1. Master's Degree, or
 2. Bachelor's Degree plus 40 semester units, including Master's Degree.
- C. Column III
 1. Master's Degree plus 20 semester units, or
 2. Bachelor's Degree plus 50 semester units, including Master's Degree.
- D. Column IV
 1. Master's Degree plus 40 semester units, or
 2. Bachelor's Degree plus 70 semester units, including Master's Degree, or

3. Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.

E. Column V

1. Earned Doctorate, or
2. Master's Degree plus 60 semester units, or
3. Bachelor's Degree plus 90 semester units, including Master's Degree, or
4. Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

IV. Previous Experience Credit for Initial Step Placement

A. Instructional experience

At the time of initial employment, new full-time faculty members will be given schedule placement credit for full- and or part-time instruction, counseling, coaching, or librarian experience, whichever applies to the assignment. The experiences may be at any accredited high school (grades 9-12), college or university. Instructional experiences of the equivalent of 30 LHE will equal one step on the salary schedule. The credit will be given as follows:

- 0-7 years of experience – placement on step 1
- 8 years of experience – placement on step 2
- 9 years of experience – placement on step 3
- 10 or more years of experience – placement on step 4

B. Non-instructional occupational experience

At the time of initial employment, full-time faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District assignment. Credit granted will be at the rate of one step for two years of related experiences. No placement based upon any combination of past instructional experience and past non-instructional occupational experience will be higher than step 4 on the salary schedule. Credit for non-instructional and instructional experience may be earned simultaneously.

The new full-time faculty member will submit to Human Resources at least one of the following:

- a. A completed Request for Verification of Work Experience Form (obtained from Human Resources) from each former employer; or
- b. A letter on the employer's letterhead verifying work experiences and dates of employment; or
- c. An IRS Form 1040 and Schedule C for self-employed experiences.

V. Step and Column Movement

A. Step advancement

1. Full-time faculty members shall move one step on the Full-time Academic Salary Schedule.
2. Step movements shall occur annually in the Fall.
3. At the beginning of the fourth (4th) year after a full-time faculty member has moved into the most highly compensated step in his or her current column, he or she will move into the longevity step.

B. Column Advancement

1. Column advancement based on experience shall occur annually in the Fall.
2. Full-time faculty members shall move one column on the Full-time Overload/Part-time Non-classroom Academic Salary Schedule annually for each contractual year of service.
3. Part-time faculty members shall move one column on the salary schedule after having served the equivalent of thirty (30) LHE.
4. After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the Dean and Vice President.
5. Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).
6. A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.
7. Column advancement based on coursework or completion of a degree can occur in Fall and Spring. Official verification of coursework taken and/or degree conferred must be submitted to Human Resources by August 1st for column advancement for the Fall semester and January 3rd for column advancement for the Spring semester.

VI. Doctoral Stipends

Full-time faculty members who hold an earned doctorate from an accredited institution shall receive a stipend of 5.6% of the base salary as defined in section I.A.1.[II.A.2a.ii](#) as part of their annual salary.

VII. State of California Part-time Parity Compensation Funds

State of California part-time parity compensation funds ("parity pay") will be distributed among part-time faculty only (e.g., work performed by part-time faculty during the 2014-2015 academic year will be paid in the fall 2015 semester).

VIII. Increase in Compensation

- A. For the 2015-2016 academic year and the 2016 summer term, the Full-time Academic Salary Schedule will reflect an increase of six percent (6%) over the salary schedule of the previous year. The Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will be adjusted as described in Section II of this Article.
- B. For the 2016-2017 academic year and the 2017 summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will reflect an increase of three percent (3%) over the salary schedule of the previous year.
- C. For the 2017-2018 academic year and the 2018 summer term, the Full-time Academic Salary Schedule, the Part-time Classroom Academic Salary Schedule, and the Full-time Overload/Part-time Non-classroom Academic Salary Schedule will reflect an increase of three percent (3%) over the salary schedule of the previous year.

ARTICLE XXXI RETIRED FACULTY BENEFITS

I. Retirement Incentive Programs

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

II. Reduced Workload with Full Retirement Credit (Calif. Ed. Code, Section, 87483)

- A.** The Board of Trustees will 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.

The 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 faculty member. Once the option is exercised, it is not revocable, and the faculty member may not return to a full-load, full-time status, unless agreed to by the Board of Trustees.
2. To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
3. The faculty member must have been employed full-time as an academic employee of the 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 faculty member the same benefits provided a regular full-time (100%) faculty member.
5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty member.
6. The minimum reduced load shall be the equivalent of one-half ($\frac{1}{2}$) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.
7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:
 - 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. An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1st for the following academic year.

III. Consultant Contract Program for Retired Academic Employees

- A.** When need exists, the Board of Trustees may award consultancy contracts to retired faculty members of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired faculty members.
1. To be eligible to start the consultant contract program, the faculty member 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 faculty member must have been employed full-time (100%) or equivalent as an academic employee of the District for at least ten (10) years prior to the request to participate in the consultant contract program.
 3. The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
 4. The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.
 5. The contract may be 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. Faculty members opting for this program shall continue full-time faculty benefits, and receive improved benefits awarded all other full-time faculty members, through the duration of the contract.
 8. An applicant for the consultant contract program must make application for the program no later than February 1st to be eligible for the following year.

IV. Health and Medical Benefits for Retirees

- A.** To be eligible for health and medical benefits after retirement, the faculty member shall concurrently retire from the District and STRS, and notify the District of his/her retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS contracting district he/she shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and his/her dependents as described in this provision shall cease.
- B.** Present medical, vision, and dental benefits for those retirees who were employed full-time by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue until the retiree reaches the age of Medicare eligibility (in 2007, age 65).
- C.** Medicare Eligibility and Continuation of Benefits

1. The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
2. If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances:
 - a. The purchase of such coverage is permitted by the health carrier; and
 - b. The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
3. If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
 - a. The purchase of such coverage is permitted by the health carrier;
 - b. The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - c. The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
4. If both the retiree and his/her dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
 - a. Such purchase is permitted by the health carrier;
 - b. The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - c. The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
5. If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
 - a. Such purchase is permitted by the health carrier;

- b. The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - c. If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.
- D.** After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits, for both himself or herself and for dependents, through the District's providers so long as:
- 1. Such purchase is permitted by the health carrier;
 - 2. Benefits for retirees are grouped in a separate rate from the active/early retirees' group; and the retiree pays the full cost of such benefits.
- E.** Other coverage for the faculty member and coverage for the dependents is subject to applicable state and federal laws providing for such coverage.

V. Emeritus Faculty Privileges

A. Eligibility

Any full-time faculty member who retires from the District shall receive emeritus status, provided however, that if a faculty member retires while on an administrative leave, and he/she desires emeritus status, the retiring faculty member must submit a request for emeritus status to the District Office of Technology and Learning. The Office of Technology and Learning will submit the matter to a special panel composed of two members appointed by the Academic Senate and two members appointed by the College President, and a fifth member to be determined by the appointed panel members. The special panel will make a recommendation to the Board of Trustees, which will determine whether to grant emeritus status to the faculty member. If the Board should elect not to follow the panel's recommendation, a written explanation of the Board's decision and its reasons will be made to the members of the panel.

B. Privileges

- 1. Faculty members granted Emeritus status will be issued official college identification designating their status, and their names will be retained in the College catalog.
- 2. Emeritus faculty will be granted lifetime event, library and faculty parking privileges, and upon request, lifetime email access.