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ARTICLE 1
Effective Date and Parties to Agreement

- 1.1 This collective bargaining agreement (hereafter referred to as "Agreement") is made and entered into November 13, 2007, between the VENTURA COUNTY FEDERATION OF COLLEGE TEACHERS, AFT, LOCAL 1828, AFL-CIO (hereinafter referred to as "Federation") and the VENTURA COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "District").

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

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

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

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

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

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

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

- 3.1 All contract faculty members shall be compensated on the basis of the following schedule, effective July 1, 2006:

CLASS Step	I	II	III	IV	V
1	40,862	44,949	49,034	53,121	57,206
2	42,906	46,991	51,078	55,162	59,248
3	44,949	49,034	53,121	57,206	61,292
4	46,991	51,078	55,162	59,248	63,334
5	49,034	53,121	57,206	61,292	65,377
6	51,078	55,162	59,248	63,334	67,424
7	53,121	57,206	61,292	65,377	69,465
8	55,162	59,248	63,334	67,424	71,508
9	57,206	61,292	65,377	69,465	73,550
10	59,248	63,334	67,424	71,508	75,593
11	61,292	65,377	69,465	73,550	77,635
12	63,334	67,424	71,508	75,593	79,679
13	65,377	69,465	73,550	77,635	81,721
14	67,424	71,508	75,593	79,679	83,764
15	69,465	73,550	77,635	81,721	85,810

3.1.A. Salary Adjustment

- (1) Effective July 1, 2007 faculty salary schedules shall be increased by 6.23%.

The allocation for contract and non-contract faculty assignment compensation is based upon 5% of total salary and benefit costs for all faculty assignments for the fiscal year ending June 30, 2007 (actual expenditures), adjusted for the 2007-08 net change in health and welfare benefits and agreed-upon by the District and Federation.

- (2) Effective July 1, 2008
- a. Allocation for contract and non-contract faculty assignment compensation.
 - 1) The District shall calculate an allocation for an increase in faculty compensation. That allocation shall be calculated as 5.25% of total salary and benefit costs for all faculty assignments as projected for the fiscal year ending June 30, 2008 (actual expenditures), and agreed-upon by the District and Federation.
 - 2) That allocation will be split between contract and non-contract faculty based on their proportionate share of the cost of a 1% salary increase. This will result in an equal effective increase in compensation for both contract and non-contract faculty.
 - b. The allocation for contract faculty will be distributed in the following manner:
 - 1) To cover the change in costs of new or existing health and welfare plans for contract faculty, as projected for fiscal

year 2008-09, and agreed-upon by the District and Federation (an increase in costs will be deducted from the allocation, while a decrease will be added to the allocation);

- 2) the remaining amount will be used for a general salary increase of 4.25% effective July 1, 2008. If necessary, the district will provide additional funds to guarantee a 4.25% general salary increase for contract faculty.
- 3) any funds remaining after the funding of b. 1 and b. 2 shall be applied for the purpose of an additional general salary increase and/or longevity pay for contract faculty. AFT agrees to notify the District in writing of the amount by May 1, 2008.

c. The allocation for non-contract faculty will be distributed in the following manner:

- 1) to provide a non-contract salary schedule adjustment equivalent to a 4.25% increase in part-time compensation applied in a manner agreed upon by the District and the Federation to move toward pro-rata pay.
- 2) to provide an amount to be used to cover the costs of new part-time faculty health and welfare plan as agreed upon by the District and the Federation provided that a sufficient number of eligible part-time faculty choose to participate. AFT agrees to notify the District in writing of the amount by May 1, 2008.
- 3) any remaining funds after funding c. 1 and c. 2 shall be applied for the purpose of further pro-rata pay salary adjustments.

(3) Effective July 1, 2009

For the third year of this Agreement, Section 3.1.A will be reopened for negotiations.

3.1.B. Distribution of Pro-rata Funds

The goal of the parties is to implement a pro-rata pay process that, over time, equalizes non-contract classroom faculty salaries to 75% of contract classroom faculty salaries and non-contract non-classroom faculty salaries to 100% of contract non-classroom faculty salaries.

Effective July 1, 2008, non-contract faculty will be paid based upon load and a salary schedule of 3 columns and seven steps. Non-contract classroom assignments and non-contract non-classroom assignments will be paid from separate salary schedules. The goal of pro-rata is to move the non-contract salary schedules toward a pro-ration of Columns I, III, V and steps 1 through 7 of the contract faculty salary schedule.

The above pro-rata will be allocated to those steps and columns on the hourly salary schedule which are farthest away from the 75% goal. Amounts from the pro-rata will be distributed first to the lowest percentile step and column placement to bring it equal in percentage to the second lowest percentile placement. As funding permits, secondary, tertiary, etc. distributions will be made to each combined placement to move them to the next highest percentile placement. This process will repeat until the pro-rata funding is exhausted.

The amounts required to advance each placement will be based on the actual loads taught within the placement category the previous academic year.

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

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

3.2 **Classification on Instructor Salary Schedule**

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

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

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

- (1) Possession of a Bachelor's degree from an accredited college or university; or
- (2) Possession of an appropriate credential or Minimum Qualifications in a vocational subject matter, based on occupational experience.
- (3) One additional step in Class I shall be granted for 15 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.
- (4) A second additional step in Class I shall be granted for 30 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.
- (5) One such added step shall be deducted when transferring to Class II; two such added steps shall be deducted when transferring to Class III or a subsequent salary class.

3.2.B. **Qualifications for Class II are:**

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 45 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 15 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid

occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications;
or

- (3) Possession of an appropriate vocational credential or Minimum Qualifications, based on occupational experience, 15 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.
- (4) Upon the attainment of tenure and the completion of one additional year at Step 15 in Class I, an instructor may move horizontally to Class II, to the same ratio relationship occupied in Class I, and then be granted the additional year of experience. Article 3.2.A(5) above will be applied where appropriate.

3.2.C. Qualifications for Class III are:

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 60 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 30 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications;
or
- (3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 30 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.2.D. Qualifications for Class IV are:

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 75 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 45 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications;
or

- (3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 45 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.2.E. Qualifications for Class V are:

- (1) Possession of an earned Doctorate degree granted by an institution accredited for graduate or professional study.

3.3 Administration of the Salary Schedule

3.3.A. Initial placement on the salary schedule shall be subject to the following conditions:

- (1) Professional preparation as defined in Articles 3.3A (2), 3.3A (3), 3.3A (4).
- (2) Prior full-time professional teaching experience on a year-for-year basis and pro-rata credit for District part-time teaching experience, not to exceed seven years of such credit, for persons initially placed on the salary schedule.
- (3) Credit for closely related non-teaching experience at the rate of one year of credit (not to exceed seven years total) for each two years of experience outside the teaching field, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential or Minimum Qualifications. All such experience shall be subject to evaluation and approval by the District.
- (4) The Governing Board reserves the right to make those exceptions in salary placement it may deem essential to student, patron, or District welfare when in the Governing Board's judgment such action is required.

3.3.B. Advancement on the salary schedule will be subject to all of the following conditions:

- (1) Evaluation of course credit shall be made by the District upon the recommendation of the College President or his/her designee.
- (2) Notice of intent to complete academic units necessary to qualify for higher salary classification must be filed in the District's Human Resources Office not later than June 1 of the year preceding the academic year in which salary advancement will be sought. Confirmation of units completed must be provided to the District Human Resources Office prior to the beginning date of assignment in the academic year in which advancement is sought. Verification (by official transcript) of completed units must be provided to the District Human Resources Office not later than November 1 of the year in which advancement is made.
- (3) Unit credit shall not be counted toward advancement on the salary schedule unless all of the following conditions are met:
 - a. Unit credit shall be completed in an institution accredited by a Regional Accrediting Commission which is recognized by the Federation of Regional Accrediting Commissions of Higher Education.
 - b. The units completed are related to the faculty member's assignment; or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or his/her designee; or

are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or his/her designee.

- c. The unit credit completed is upper division or graduate level except as follows: 1) lower division units completed by a vocational instructor who does not possess a bachelor's degree when such units are directly related to the major area of assignment; 2) a maximum of ten lower division units completed in foreign language; 3) a maximum of six lower division units completed to provide computer literacy; 4) a maximum of six lower division units completed to provide sensitivity to, and understanding of the diverse academic, social, economic, cultural, disability, and ethnic backgrounds of community college students. Introductory, general survey courses, such as Introduction to Sociology, Economics, Anthropology, or Psychology, etc., are excluded from this category.
 - d. Normally, not more than nine units total completed in correspondence or home study institutes, as administered by an accredited institution, may be counted for placement or advancement on the salary schedule. Exceptions to the nine-unit total must be approved in advance by the Chancellor or his/her designee.
 - e. To be counted for advancement beyond Column I, all units must be completed subsequent to the receipt of a Bachelor's degree from a regionally accredited institution.
- (4) A faculty member holding more than 60% of a full-time contract, and employed for more than 50% of the contract days specified in this Agreement (or who is on a paid leave or is otherwise eligible for salary advancement pursuant to Article 8 of the Agreement) shall receive yearly salary advancement of one step, subject to the provisions of this Agreement.

3.3.C. The evaluation of professional training or credits and/or degrees from foreign institutions not on the accredited list of the California State Department of Education may be submitted by the District for evaluation and comparability to such accredited institutions by any of the admissions offices of the University of California.

3.4 Rates for Non-Contract Assignments

- 3.4.A. For the period July 1, 2007 through June 30, 2008, all daily substitute faculty and all other faculty paid on hourly basis, including Summer Intersession faculty, shall be paid at the rates specified below, provided that:
- (1) The service performed by a contract faculty member who is performing such service is in addition to any requirements prescribed as a part of such faculty member's regular contract employment.
 - (2) Non-contract faculty who are not otherwise employed by the District will be compensated at one-half the hourly rate of pay, up to three hours per semester, for attendance at division meetings.
- 3.4.B. Effective July 1, 2007, compensation for non-contract services, including summer intersession, shall be based upon the following hourly schedule, and adjusted in accordance with Article 3.1 A (2).

District Service	Credential*	Master's Degree	Doctorate Degree
1 – 4 semesters	45.73	49.49	57.58
5 – 8 semesters	48.01	53.54	61.59
9 -12 semesters	50.01	57.58	65.64
13 -16 semesters	53.53	61.22	69.69
17+ semesters	62.61	70.69	78.72

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

3.4.C.

- (1) Movement from the "Credential" column to the "Master's Degree" column of the non-contract salary schedule requires possession of a Master's degree; or, for vocationally credentialed instructors only, at least four semesters of service at the 17+ step of the "Credential" column.
- (2) Payment for services for regularly-scheduled semester-long assignments shall be made in five equal monthly installments during a semester.
- (3) Deductions for faculty services not rendered, and otherwise not compensable under the terms of this Agreement for regularly-scheduled semester-long assignments shall be made at the appropriate rate specified in Article 3.4B for each hour for which services are not rendered.
- (4) When a faculty member completes only a portion of a regularly-scheduled semester-long assignment, compensation shall be made for that portion at the appropriate rate specified in Section 3.4B for hours of service actually rendered.
- (5) With the implementation of the new non-contract faculty salary schedule, effective July 1, 2008, based on load, no current faculty member shall have his/her salary reduced from the comparable rate (s)he is currently being paid for an equivalent load/assignment. A faculty member currently earning at a rate higher than in the new schedule will not receive increase until his/her rate in the new salary schedule is greater than his/her current rate.

3.4.D. Years of service for the purpose of establishing rates of pay under the non-contract salary schedule shall be calculated by the District on the basis of faculty members' academic service in the District, and shall be subject to the following additional conditions:

- (1) One year of service shall consist of two semesters of service.
- (2) One semester of service shall require the teaching of at least one full semester course or its equivalent.
- (3) One full season of coaching shall be considered equal to one semester.
- (4) One full Summer Intersession of service shall equal one semester.
- (5) For non-classroom faculty 100 hours or more of academic non-teaching service shall equal one semester.
- (6) The maximum credit for salary advancement under this section shall be two semesters in any one academic or calendar year.

3.5 **Stipend Agreement**

3.5.A. The following faculty who regularly perform the following designated assignments which necessarily extend beyond the normal college day shall be compensated for such according to the following stipend formula based upon the current hourly rate:

(1) **Coaching (per season)**

a.	Basketball	110 hours + 20 hours for Head Coach
b.	Track	80 hours + 20 hours for Head Coach
c.	Cross Country	80 hours + 20 hours for Head Coach
d.	Tennis	80 hours + 20 hours for Head Coach
e.	Swimming	80 hours + 20 hours for Head Coach
f.	Football	110 hours + 20 hours for Head Coach
g.	Baseball	110 hours + 20 hours for Head Coach
h.	Golf	80 hours + 20 hours for Head Coach
i.	Wrestling	80 hours + 20 hours for Head Coach
j.	Water Polo	80 hours + 20 hours for Head Coach
k.	Softball	110 hours + 20 hours for Head Coach
l.	Volleyball	80 hours + 20 hours for Head Coach
m.	Soccer	80 hours + 20 hours for Head Coach

(2) **Directing and Producing**

a.	Music Groups	80 hours per major production
b.	Drama	1) 50 hours per major production for director 2) 50 hours per major production for producer
c.	Forensics	90 hours + 20 hours for Head Coach per semester
d.	Dance	50 hours per major production
e.	Journalism	80 hours per semester
f.	Literary Magazine	50 hours per major issue
g.	Art Gallery	50 hours per gallery
h.	Telecommunications	50 hours per major production
i.	Model United Nations	45 hours per academic year
j.	Automotive Technology (T-TEN Program)	45 hours per academic year

3.5.B. The amounts set forth as compensation for extra assignments under Article 3.5 of the Agreement shall be interpreted as lump-sum dollar stipends for the performance of various types of extra responsibilities, and shall be payable in pro-rata shares during a semester or season, whichever is applicable, to members of the Unit performing such assignments, irrespective of the actual number of hours expended in the performance of such duties. For the purpose of calculating the stipends payable under this section, the rates specified in Article 3.4 shall be utilized.

- 3.5.C. College management retains the right to determine the number and scope of sports, teams, groups, productions; or issues eligible for stipends under Article 3.5 that exceed the requirement for a course or activity as defined in the college catalog.
- 3.5.D. Head coaches of combined men's and women's teams shall receive an additional 20 hours per semester. If there is only one coach who has no assistant coach and she/he assumes responsibility for both a men's and women's team, the single coach will receive an additional 20 hours per semester.

3.6

3.6.A. **Extra Contract Assignments**

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

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

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

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

Extra days shall be calculated by the number of non-contractual days, excluding weekends, that fall during the sport's entire season, from when practice begins through the end of playoffs. (The Commission on Athletics Constitution shall be used to determine the dates of the start of practice and the end of playoffs for all sports.)

The amount of the extra contract shall be determined by dividing the number of non-contractual days (as outlined above) by 175. Example: Softball season practice begins Jan. 9 and playoffs end May 13. During this season there are eight non-contractual days (three holidays and five break days). Eight divided by 175 is .0457. The extended contract for the Head Coach for softball would be .0457 of a year.

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

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

3.7 Monthly Rates on Instructor Salary Schedule

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

3.8 Contract Faculty Service Increments

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

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

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

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

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

3.9 Non-contract Faculty Service Increments

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

3.10 State Certification Salary Credit

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

3.11 Temporary Faculty

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

- 3.11.A. To replace a contract or regular faculty member who is on leave of absence for one semester or longer, when such replacement requires the temporary faculty member to work more than 60% of a full-time assignment; or
 - 3.11.B. When such temporary faculty member replaces the same contract or regular faculty member for a period of more than 20 consecutive working days at more than 60% of a full-time assignment; or
 - 3.11.C. To meet a temporary increase in enrollment which, in the judgment of the District will not warrant creation of a permanent position, but which requires that the temporary faculty member work more than 60% percent of a full-time assignment.
- 3.12 Compensation of faculty members for independent research and development activities in excess of those normally considered part of a faculty member's workload, shall continue to be provided in those instances where District and Research and Development Committee evaluations of a research and development proposal indicate that such compensation for any research and development project, whether proposed by a faculty member or requested by the District, shall be established by the District on the basis of available budget funds, the probable value of the completed research and development to the District educational programs, and the anticipated amount of work needed to complete such research and development.
- 3.13 The District will provide faculty access to voluntary deductions for approved vendor accounts.

ARTICLE 4
Health and Welfare Benefits

- 4.1 The District during the term of this agreement will continue to offer Blue Cross for eligible faculty members, dependents, and domestic partners in accordance with the plan design in effect as of June 30, 2007 as modified by the implementation of an out-of-pocket maximum for prescription drugs. Effective July 1, 2007, the out-of-pocket maximum is \$500 per year per person/\$1,000 per family for mail order Rx. Any future modifications in the faculty health plan designs or changes in carriers proposed by the Joint AFT/Management Health Benefits Committee (described in Section 4.7) must be agreed to in writing by the AFT and the District. The District will, during the term of this Agreement, and subject to the remaining provisions of this Article, continue to offer Delta Dental and vision coverage for eligible faculty members and their dependents and domestic partners under the existing plans, or under such plans as recommended by the Joint AFT/Management Health Benefit Committee, and approved by the AFT and the District.
- 4.2 An eligible faculty member who wishes to have health coverage provided through Kaiser or another HMO agreed upon by the AFT and the District rather than Blue Cross may do so, provided that the District's share of the cost for such coverage shall not exceed the amount it would otherwise contribute for Blue Cross medical and vision coverage under this Agreement. The District's contribution shall in no event exceed the full cost of the monthly premium for any such coverage. The deletion or addition of any federally qualified HMO to the options available to faculty members shall only be by joint agreement of the parties.
- 4.3 Faculty members bear the responsibility for meeting all requirements for eligibility in any plans provided by the District and for properly completing enrollment and/or application forms.
- 4.4

4.4.A. Contract Faculty Eligibility

Faculty members eligible to participate in the District-provided insurance benefits and to receive District contributions toward these benefits are those employed under contract during the regular college year on at least a half-time basis. In order to qualify for domestic partner coverage, faculty members and their partners must provide the District with proof of a filed Declaration of Domestic Partnership with the California Secretary of State, pursuant to Section 3 of AB205.

4.4.B. Non-Contract Faculty Eligibility

- (1) The District will pay a pro-rata amount to provide medical benefits to non-contract faculty members teaching in two or more community college districts with a combined workload of at least 100%.
- (2) The District will pay 50% of the premium cost to provide medical benefits to non-contract faculty members whose teaching assignment equals or exceeds 50% of a full-time load in the District (or 40% for those enrolled in the plans prior to July 1, 2007.)
- (3) If a non-contract faculty member meets the criteria in both (1) and (2) above, the faculty member shall choose the payment plan from (1) and (2) above.
- (4) If a non-contract faculty member's workload drops below 40% (or below 100% in two or more districts) for two consecutive semesters, the benefit will terminate until such time as the faculty member's load is once again 40% or more (or 100% in two or more districts).

- (5) If it is determined that the District will not be reimbursed 50% of the premium cost by the state, the District will be obligated, in the subsequent fiscal year, to cover only that percentage of the premium for which it received reimbursement and the non-contract faculty member may opt to pay that portion not reimbursed by the state or to drop the coverage.
- (6) At such time as an alternative part-time medical plan is adopted, no further enrollment by part-time faculty in other District health and welfare plans will be permitted.
- 4.5 The District shall continue to contribute the sum needed to provide the benefits specified in this Article for each faculty member eligible for such benefits and shall increase such contributions each fiscal year by the amount that is required to maintain the above-mentioned Blue Cross, Delta Dental, and vision coverage.
- 4.6 Payments of the District contribution for faculty members absent due to illness or injury of the faculty member shall be made until the expiration of paid illness leave or until the employment is terminated, whichever occurs first.
- 4.7 It shall be the role of the AFT/Management Health Benefits Committee to gather information and provide advice concerning faculty health and welfare benefits to AFT and the District. The Health Benefits Committee shall review all bids for health care providers and insurance carriers and recommend changes to the faculty health plan, including, but not limited to, co-pays, deductibles, premium contributions, as well as the selection, addition, termination or substitution of any health plans/providers, and/or insurance carriers. The Health Benefits Committee may solicit bids from health care providers, plans, and insurance carriers.
- The Health Benefits Committee shall be composed of an equal number of Federation and management representatives, not to exceed 5 each. The committee shall, as soon as possible, establish written by-laws for conducting its functions as set forth in this Agreement.
- The Federation shall receive up to 1.0 FTEF annually which may be taken by the committee's faculty representatives as release time or as an equivalent hourly stipend.
- 4.8 Employees who are employed by the District at the time of retirement in accordance with Article 4.5 shall be retained in the District health, vision, and dental insurance, with premiums paid by the District, provided that such persons have a minimum of ten years of service with the District and have attained an age and years of service equal to or greater than 75. The minimum age for retirement is 55. The District shall provide paid dental benefits for currently retired contract faculty who are receiving District-paid health and vision benefits. Current coverage for retirees shall continue for faculty employed on or before June 30, 1990.
- Faculty initially hired from July 1, 1990 through June 30, 2001 shall receive District-provided coverage to the age of 65 at which time the retiree's medical care plan shall be replaced by Medicare and a Medicare supplemental plan which provides comparable benefits and which is provided and paid for by the District. Dental and vision coverage will continue as provided above.
- Eligible faculty members initially employed on or after July 1, 2001, who meet the years-of-service and age requirements stated above, and who retire, shall receive District medical coverage similar to current employees to age 65 only if they have attained at least age 55 and have served at least ten years of continuous eligible service in the District. The District also shall continue any dental and vision coverage as provided for current employees to age 65.
- 4.9 Any other contract faculty member who is serving the District at the time of retirement, and who has served the District a minimum of five years and has reached the age of 55, shall

upon retirement, have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the retiree.

Following a 30-day grace period during which the District will continue to provide District-paid health and welfare benefits, spouses of deceased faculty members shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual if the deceased faculty member would have been eligible for District-paid benefits at the time of death. Faculty members receiving a State Teachers' Retirement System disability allocation, and who, prior to receiving the disability allocation, had served the District a minimum of ten years shall have the option of retaining membership in the District's group health insurance plan with premiums to be paid by the individual.

4.10 Eligibility and benefits shall be as specified in the District's then-existing group medical insurance plan.

4.11 Irrespective of provisions relating to District provision of health and welfare benefits, eligible faculty members shall otherwise maintain the right to retire at age 55 with a minimum of ten years service.

4.12 **Special Pre-retirement Program**

Regular faculty members shall be eligible for special pre-retirement under the following conditions:

4.12.A. The faculty member shall have reached the age of 55 prior to the reduction of workload.

4.12.B. The faculty member shall have been employed full-time for at least ten years in a position requiring certification, of which the immediately preceding five years were full-time employment.

4.12.C. During the period immediately preceding a request for reduction in workload, the faculty member shall have been employed full-time in a position requiring certification for a total of at least five years without a break in service. Sabbatical leaves and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

4.12.D. A faculty member who requests to participate in the pre-retirement program shall enter into an agreement with the District respecting the terms and conditions of the faculty member's program. Such agreement shall be consistent with the provisions of this Article. The agreement can be revoked or amended with the mutual consent of the District and the faculty member.

4.12.E. The faculty member shall be paid a salary which is the pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The District and the faculty member on the program shall agree to make contributions to STRS equal to the amount that would have been contributed if the faculty member had remained in full-time employment.

4.12.F. The faculty member shall receive the health and welfare benefits in the same manner as a full-time (100%) faculty member as provided in this Agreement. Sick leave accrued by the faculty member shall be prorated on the basis of the percentage of a full contract or percentage of days taught, as appropriate.

4.12.G. Employment shall be one-half of the number of days of service required by the faculty member's contract of employment during her/his final year of service in a full-time position. In order to qualify for STRS, a faculty member on the pre-retirement plan may not teach less than 50% of a full-time load in a given year.

The 50% load may be assigned full-time for one full semester or one-half time for a full academic year. The District will make reasonable efforts to assign the faculty member as near the minimum load as feasible.

- 4.12.H. The total number of years of reduction of workload shall not exceed ten years. The faculty member must agree to retire and terminate his/her services with the District at the conclusion of the faculty member's pre-retirement program, which program shall not exceed ten years.
- 4.12.I. The period of such part-time employment under the reduced workload program shall not extend beyond the end of the school year during which the faculty member reaches his/her 70th birthday.
- 4.12.J. A faculty member wishing to participate in the program shall request to do so no later than February 1 for the following school year.
- 4.12.K. A faculty member participating in the program is not eligible for sabbatical leave, is not eligible for Summer Intersession Priority, and shall not be assigned an overload.

4.13 Employees' Assistance Program

- 4.13.A. The District will contribute up to \$2.25 each month for each employee in the Unit for the Employees' Assistance Program (hereafter referred to as "EAP").
- 4.13.B. The program shall be available to all faculty.
- 4.13.C. Referrals may be made by supervisors, family members, or peers.
- 4.13.D. Requests for Employee Assistance Program services shall be made by the employee who is to receive the services.
- 4.13.E. Such requests shall be confidential and no written record of any such requests shall be maintained by any college personnel.
- 4.13.F. No employee is required to avail him/herself of these services.

4.14 125 Plan

The District agrees to continue offering a 125 Plan for full and part-time employees.

- 4.15 Each non-contract faculty member not currently enrolled in STRS, nor required to do so by law, may elect to become a member of Social Security or STRS. Non-contract faculty have the additional option of the STRS Cash Balance Plan. Employee and employer contributions to Social Security and STRS will be according to law.
- 4.16 The District shall provide to all contract faculty members who meet the eligibility requirements in Article 4.4 A. group term life insurance in the amount of \$50,000.

5.1 Administration of Assignment

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

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

5.2 Contract Teaching Assignments

5.2.A. The typical workload for all classroom teaching faculty members is an average of 40 hours per week and shall include:

- (1) An average of thirty hours per week which includes classroom teaching, preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
- (2) Maintenance of five office hours per week for student conference. Faculty teaching Distance Education Courses online may conduct one office hour online for each .20 teaching load up to a maximum of two hours per week. The office hour schedule is subject to the approval of the appropriate Dean. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the Executive Vice President. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. The location of the office shall be determined in consultation with the faculty member and the appropriate Dean. The final decision for the location of faculty offices rests with the Executive Vice President. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- (3) An average of five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months.

Typically such activities may include the following:

- a. continuing professional development;
- b. sponsorship and support of student activities;
- c. participation in budget development and employment interviewing procedures;
- d. college and district committees;
- e. department and division meetings;
- f. curriculum development;
- g. articulation and matriculation;
- h. writing of grant proposals and research projects;
- i. recruitment and high school relations;
- j. registration advisement;
- k. activities of faculty governance, representation and advocacy;

- l. preparation and updating of course outlines;
- m. community outreach and interface.

5.2.B. Hours of Instruction

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

- (1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two semesters). The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture equivalent hours between each of the two semesters. A faculty member may be assigned more than 16 or less than 14 lecture or lecture-equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- (2) Lecture equivalent hours for laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching. Lecture equivalent hours for laboratory teaching assignments in the labs listed in Appendix F shall be in a ratio of four hours of laboratory teaching to three hours of lecture teaching.
- (3) Lecture equivalent hours for lecture-laboratory teaching assignments shall be in a ratio of four hours lecture-laboratory teaching to three hours of lecture teaching.
 - a. All coaching faculty shall meet their scheduled intercollegiate sport class during the entire semester of the season of the sport. When the sport season ends, other appropriate activities may be substituted for such class meetings with the concurrence of the Athletic Director, but in no case shall classes meet less than two times a week.
 - b. Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.
- (4) Faculty members may not enroll students beyond the assigned room seating capacity without the approval of the Dean. Faculty members who teach semester classes with attendance at the end of the late registration period in excess of 60 students will be given credit of an additional one-half teaching hour for each hour taught for each increment of 25 students in attendance above the 60 students per class.
 - a. A team-teaching situation exists in the event that two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses.
 - b. The additional load credit for each member of a team is to be the additional load credit earned under the formula above [Article 5.2 B. (5)], divided proportionally by the number of members of the team.

- (5) Weekly student contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:
 - a. Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:
 - 1) English Composition, 450
 - 2) Lecture Classes, 550
 - 3) Laboratory Classes, 500
 - b. In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class-weight credit to determine load assignments will be established by the President in conference with the Executive Vice President, the Division Dean, the Department Chair, and the faculty member involved.
 - c. A faculty member may meet and confer at any time with his/her Division Dean and the Executive Vice President, regarding his/her teaching load or its equalization.

A District-wide average of not less than 525 Weekly Student Contact Hours, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.
- (6) Designation of new, or revised, courses as lecture, lecture-laboratory, laboratory, or any combination thereof, for student credit hours shall be made by the college Curriculum Committee or Academic Affairs Committee, subject to review by the District Curriculum Committee and the Chancellor, subject to approval by the Governing Board.
- (7) PCAP will not be implemented during the term of this Agreement.
- (8) TV classes, when offered, shall be offered and scheduled by the individual colleges. Instructors will be hired and assigned classes by the individual colleges. Instructors will receive 51 hours pay for each three unit section, if part of an hourly assignment, or three lecture equivalent hours.

5.2.C. Scheduling of Contract Assignments

- (1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- (2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstance may a course be taught by any faculty member who does not possess the appropriate credential, meet the Minimum Qualifications or an equivalency as determined by Governing Board Policy.
- (3) Course, section and room scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the Executive Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the Executive Vice President, the Division Dean, the Department /Discipline, and the affected faculty member.

- (4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.
- (5) Without a faculty member's consent a minimum of 12 hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class he/she is assigned on the following day. If a contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.
- (6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents:
 - a. Number of course preparations - 3
 - b. Consecutive lecture hours - 3
 - d. Break between classes in a day assignment - 4 hours
- (7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

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

Such contract assignments may include, but are not limited to:

 - a. A split assignment requiring both day and evening assignments for a full assignment.
 - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
 - c. Innovative "field" courses requiring extended periods with the class at off-campus sites.
 - d. A traveling assignment is a contract assignment, which includes more than one site in the District (mileage between work sites to be compensated by the District.)
- (8) Part-time faculty members shall be assigned duties and responsibilities in pro-ration of a comparable full-time assignment.
- (9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.
- (10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.
- (11) If the services of a contract faculty member are terminated, the District shall send written notification to the Federation by certified mail within ten working days.

5.3 Contract Non-Classroom Faculty

- 5.3.A. All contract non-classroom faculty on full assignment shall be assigned 35 hours per week.
- (1) Any regularly scheduled assignment in excess of 35 hours per week shall be compensated at the hourly rate as an overload assignment.
 - (2) Assignments for individual faculty members shall be made by the Dean and be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m. When the Dean determines there is a need for scheduled hours after 5 p.m. or on Saturday, assignments may be scheduled for four days per week between the hours of 7 a.m. and 8 p.m. and/or on Saturday between 7 a.m. and 5 p.m., with the agreement of the faculty member and the Dean. Faculty will make every reasonable effort to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.

Scheduling for individual faculty members shall be prepared by the Dean, subject to approval by the Executive Vice President. Any conflicts shall be resolved through informal discussions among the Executive Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the Executive Vice President will determine the faculty's schedule.
 - (3) When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such assignments may include, but are not limited to:
 - a. A split assignment requiring both day and evening assignments for a full assignment.
 - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
 - c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).
- 5.3.B. A non-classroom faculty member may be allowed to teach as part of his/her full assignment with permission of the immediate Dean as well as the Dean of the division in which the faculty member will teach. For purposes of computing the clock hours, non-teaching faculty members who teach classes will have class preparation time on the basis of one hour for each hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of overload classes.
- 5.3.C. All non-classroom faculty not on extended contract shall have the same contractual calendar as classroom faculty members except by mutual agreement.
- 5.3.D. Any non-classroom faculty member on full assignment may request and be assigned up to five hours per week for instruction-related student-support activities. The five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months. Typically such activities may include the following:
- (1) continuing professional development;
 - (2) sponsorship and support of student activities;
 - (3) participation in budget development and employment interviewing procedures;

- (4) college and district committees;
- (5) department and division meetings;
- (6) curriculum development;
- (7) articulation and matriculation;
- (8) writing of grant proposals and research projects;
- (9) recruitment and high school relations;
- (10) registration advisement;
- (11) activities of faculty governance, representation and advocacy;
- (12) community outreach and interface.

5.3.E The following applies only to the counseling faculty:

- (1) Counseling faculty may serve extended day students as part of their normal workload or for overload pay, with the approval of the supervising Dean.
- (2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality-counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.

It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.

- (3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.
- (4) A counselor may be scheduled up to six hours per week to coordinate specialized centers and/or program activities where professional expertise is required.
- (5) Each full-time counselor shall receive a minimum of 3 hours per week for the academic year for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

5.4.A. Eligibility

(1) Contract Faculty Members

- a. May teach a maximum of one course (without regard to hours) or six class hours (without regard to the number of courses) per week

at the extra hourly rate of pay, except for time required as a substitute.

- b. May work a maximum of six clock hours of a non-teaching assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined by management.
- c. The sum of the assignments in (a) and (b) above shall not exceed six hours per week during any one semester except as stated above.

(2) **Non-Contract Faculty Members:**

- a. May be assigned a combination of teaching and non-teaching assignments to a maximum of not more than .60FTE
- b. Amounts paid as stipends under Article 3.5 of the Agreement shall not be considered in determining whether a faculty member is working .60 FTE under Education Code Section 87482
- c. If the services of a non-contract faculty member are terminated, the District shall send written notification, including reasons for the termination, to the faculty member and the Federation by certified mail within ten working days.
- d. The performance of substitute services by members of the Unit shall not be considered as an assignment within the meaning of the Bargaining Agreement, or for the purpose of determining whether an individual is Performing .60 FTE within the meaning of the Education Code, Section 87482.5.

5.4.B **DEFINITIONS/APPLICATIONS**

(1) **Longevity**

- a. Total regular semesters of non-contract service in a grouping (as defined in Appendix L). (Beginning on July 1, 2007, groupings shall be defined in Appendix L, which shall be the current version of the "Minimum Qualifications for Faculty and Administrators in California Community Colleges"). Faculty holding status in any course designation groupings on or before June 30, 2007, shall be grandparented from the course designation groupings in Appendix G to the corresponding disciplines in Appendix L. No faculty holding status in any groupings on or before June 30, 2007, shall lose any longevity to which they would have had a right under the limitations of the groupings in Appendix G prior to July 1, 2007.
- b. Non-contract faculty will be credited with five semesters of longevity upon the completion of their fifth semester of service at a particular college. If the faculty member works at two or more colleges, he/she will be credited with the corresponding longevity at each college upon successful completion of his/her sixth semester district-wide provided that his/her last evaluation was "Satisfactory" or "Excellent."
- c. A faculty member may hold different longevity in different groupings.
- d. If a faculty member holds longevity in a grouping and begins teaching in the same grouping at another college, longevity will be

transferred upon the successful completion ("Satisfactory" or better evaluation rating) of the semester at the "new" college. If the "new college" fails to evaluate in the first semester, successful completion means a "Satisfactory" or better rating on the most recent evaluation on file. The faculty member will continue to accrue longevity only at the college(s) where s(he) is teaching.

- e. A faculty member will be removed from the longevity list upon receiving two consecutive performance evaluations with summary ratings of "Unsatisfactory" or three consecutive evaluations with summary ratings of two "Needs Improvement" followed by an "Unsatisfactory." (See Article 12.5 B (2).)

If the faculty member is subsequently rehired within eight semesters of removal from the longevity list, his/her longevity will be restored upon completion of the fifth semester provided the performance evaluation rating is "Satisfactory" or better.

- f. Accumulated longevity is held by a faculty member for life unless longevity is lost because he/she has not received assignments for the previous eight semesters (except as provided by law), the faculty member resigns, or has been removed from the longevity list in accordance with Article 5.4 B (1)(e).

- (2) The district will provide to the Federation, by the fourth week of each semester, a longevity list by grouping reflecting assignments for the previous semester, including the longevity and previous assigned load.

- (3) **Pre-Longevity Period:** A non-contract faculty member must complete four semesters over a four-year period of service prior to being placed on the longevity list.

- (4) **Previously Assigned Load:** PAL is determined by ranking the faculty member's load from highest to lowest over the past eight consecutive semesters at each college. PAL will be the second highest ranked number. (PAL is non-transferable between colleges). For example, if a faculty member worked: .4; .0; .0; .2; 0; .6; .2; .6; load would be ranked as .6; .6; .4; .2; .2; 0; 0; 0; and PAL would be .6.

If a faculty member receives two consecutive "Needs Improvement" evaluations by a majority of the committee or one "Unsatisfactory" evaluation by a majority of the committee his/her PAL will reduce to .2 or not less than one class.

- (5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a majority of his/her evaluation committee shall be designated as preferred. If a faculty member receives two consecutive evaluation ratings of "Satisfactory" or one rating of "Needs Improvement" or "Unsatisfactory" by a majority of his/her evaluation committee he/she will be removed from the Preferred List. (Faculty members on their college's Preferred List as of July 1, 2007 will remain on the list unless removed through evaluation.) The District will use best efforts to ensure that at least 20% of the non-contract faculty in each division at each college are on the "preferred" list every semester.

- (6) **Short Courses:** Load for non-contract assignments shorter than a semester shall be calculated by dividing the total number of hours assigned for the semester by 17 and rounding to the nearest half hour. (Total number of hours for a classroom assignment is determined by

multiplying the number of hours assigned per week by the number of weeks a course is scheduled as indicated in the schedule of classes.)

5.4.C. Non-Contract Assignment Procedures

- (1) If classes/hours are available, non-contract assignments shall be made in the following order (a through e) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the dean and department chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If they do not agree as to whether to give a particular assignment to the faculty member, the Executive Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the Executive Vice President will determine the assignment.
 - a. Full-time faculty teaching extra-hourly and non-contract faculty on a college's preference list will be assigned their previously assigned loads in longevity order.
 - b. Full-time faculty requesting new extra-hourly assignments.
 - c. Other non-contract faculty members on the longevity list with previously assigned loads (PAL) will be given their PAL in longevity order
 - d. Priority for increased loads shall be considered in the order indicated in (a)-(c) above.
 - e. When qualified new faculty are not available, an intern may be hired. An intern may not be hired for more than four (4) semesters. An intern may accrue service credit to get on the longevity list; however, (s)he must complete four (4) semesters of teaching experience (as an intern or non-contract faculty member) and be hired as a non-contract faculty member according to the VCCCD hiring procedures in order to be added to the longevity list. Intern service experience will not count toward longevity.
- (2) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any hourly assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s) and course(s). If the Department Chair/Coordinator, and Dean/immediate supervisor do not agree as to whether to give a particular assignment to the faculty member, the Executive Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the Executive Vice President will determine the assignment.
- (3) **Assignment Request Forms and Work Offers**
 - a. To receive an assignment for a subsequent semester, a faculty member, retiree, or manager must submit an Assignment Request Form (ARF) for that semester to the Human Resources Department. An ARF may be submitted as an e-mail attachment to the ARF e-mail address in Human Resources. Return receipt of this e-mail shall be proof of submission.
 - b. If requesting assignments in more than one division/college, the faculty member must submit a separate completed ARF for each division/college.

- c. ARF's will be available on-line through the District's Intranet forms listing. Paper copies of ARF's will be available for pick up in the District Human Resources Department and at the Offices of the Executive Vice President.
- d. Notices for posting and submitting ARF's will be placed in each faculty member's campus box at the time of posting.
- e. Schedule for posting and submitting ARF's:
 - 1) For **Fall Semester** Assignment:
 - Post ARF during the second week of the previous fall semester.
 - Submit completed ARF at the end of the sixth week of the previous fall semester.
 - 2) For **Spring Semester** Assignment
 - Post ARF during second week of the previous Spring Semester
 - Submit completed ARF at the end of the sixth week of the previous spring semester.
 - 3) For **Summer Intersession** Assignment:
 - Post ARF during the second week of the previous Fall semester.
 - Submit completed ARF at the end of the sixth week of the previous Fall semester.
- f. Schedule for issuing work offers:
 - 1) For **Fall Semester** Assignment:
 - Issue work offers in April of the previous Spring semester. Faculty must return signed work offers in May of the previous Spring semester.
 - 2) For **Spring Semester** Assignment:
 - Issue work offers in October of the previous Fall semester. Faculty must return signed work offers in November of the previous Fall semester.
 - 3) For **Summer** Assignment:
 - Issue work offers in March of the previous Spring semester. Faculty must return signed work offers in April of the previous Spring semester.

A faculty member who fails to return a signed work offer in accordance with the timeline specified in Article 5.4C 3 may not be assigned a workload for that specific semester.

- (4) **Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and seven calendar days before the first day of instruction for the Fall and Spring terms, the faculty member shall have the right to teach the assignment of the faculty

member(s) with the least longevity in the same department/discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with 5.4 B.1(a)) (Appendix L) to restore his/her cancelled assignment.

- (5) **Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, it shall be fully reinstated by assuming the equivalent amount of FTE load of a non-contract faculty member with the least longevity within the discipline grouping. In the event that assuming such FTE of the lowest-status non-contract faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall assume the necessary FTE of the faculty member with the next appropriate assignment (one which presents no such conflicts) on the longevity list in the discipline grouping.
- (6) A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

5.5 **Summer Intersession Assignments**

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during the authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and first day of the next Fall Semester.

5.5.A. All assignments are non-contract in the summer. Based on the assignment considerations listed in Section 5, faculty who submit an ARF within the deadline will be assigned up to two classes per session in the following priority order:

- (1) Contract faculty in the discipline on the campus
- (2) Non-contract faculty on the preference list in the discipline on the campus
- (3) Other non-contract faculty in the discipline on the campus
- (4) Faculty in the discipline from other campuses

The following faculty may be assigned up to two classes per session in the following priority order:

- (5) Faculty in other disciplines but qualified to teach in the discipline
- (6) New hires and management not currently teaching.

(MOU 2/20/08)

Faculty in the first four priority groups will be assigned up to two classes each. After these assignments have been made, the Dean, after consultation with the appropriate Department Chair, may move to priority groups numbers 5 and 6 for further assignments or may elect to assign additional classes in priority order to faculty in groups 1 through 4 before proceeding to groups 5 and 6. Accordingly, faculty members may be assigned a total of four classes for the entirety of summer sessions.

- 5.6 Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be reported to the supervisor on duty in the appropriate office. In any case, all absences must be reported within 24 hours of the absence whenever possible.
- 5.7 **Faculty Service Areas** (hereafter referred to as "FSA"): An FSA is defined as a service or instructional subject area or group of related services or instructional subject areas

performed by faculty and established by a community college district for purposes of termination of services either for a reduction in student attendance or reduction or discontinuance of a particular kind of service.

No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in a faculty service area in which the records of the District maintained pursuant to this Agreement reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under District competency criteria as defined in Article 5.7 A.

5.7.A. The list of FSAs in the District shall be the same list as the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as defined by the Board of Governors. A faculty member will be considered "competent" in an FSA if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision, or holds the appropriate credential, for the discipline of the FSA.

If changes in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" are made by the Board of Governors, such changes shall automatically apply in this District. Should a change in the list affect a faculty member's FSA assignment, adjustments in the assignment will be made utilizing the methods established in this Agreement.

5.7.B. An employee may petition for recognition of competence in an FSA by using one of the following procedures. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim-of competence.

(1) Petition For Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure: The employee shall petition the District for such recognition. The District will review and respond within two weeks.

(2) Petition For Recognition of Competence in an FSA by means of an equivalency shall be by the following procedure: The employee shall submit a Supplemental Application Equivalency Request Form to the appropriate department/discipline for such recognition. Each department/discipline will review submitted requests and determine equivalency status within two weeks by a procedure determined in advance by the department/discipline.

5.7.C. New Faculty: The District shall provide each new faculty employee a list of those faculty service areas for which he or she possesses competence as determined by the employee's records on file with the District within 60 days of hire.

5.7.D Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.

5.7.E. The last day to apply for recognition of a faculty service area for use in any academic year is February 15th of that academic year.

5.8

5.8.A Non-contract faculty with .40 FTE or more of a full-time load shall be compensated for one student-advisement (office) hour per semester. Compensation shall be at the appropriate non-contract rate. Non-contract faculty may perform their student advisement hour(s) via internet.

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

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

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

- 7.9.D. The amount of such leave will be reduced by one day for each day of authorized absence regardless of any Worker's Compensation award to the faculty member.
- 7.9.E. The continuation of authorized absence into a subsequent fiscal year shall not be deemed to extend or increase the 60 days of leave available for such industrial accident or illness.
- 7.9.F. Utilization of such leave shall be subject to the faculty member's submission of such appropriate proof of industrial accident or illness and the effects thereof as the District may designate.
- 7.9.G. Leave with pay because of industrial accident or illness shall first be charged to the above-mentioned 60-day leave provision before a faculty member is required to utilize any accumulated sick leave.

7.10 Damage or Destruction of Clothing or Personal Property

- 7.10.A. As permitted in the Education Code, the District shall provide for payment of the costs of replacing or repairing property of a faculty member, such as eyeglasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the faculty member, or vehicles whenever any such property is damaged in the line of duty without fault of the faculty member.
 - 7.10.B. In addition, and as permitted in the Education Code, the District shall reimburse a faculty member for the loss or damage by arson, burglary or vandalism of personal property used in the schools of the District. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the faculty member and the member of District management designated for this purpose.
 - 7.10.C. The value of any property subject to loss reimbursement under this Article shall be determined as of the time of the damage thereto. The property damaged or lost must be more than \$25 per article or incident to be considered for reimbursement.
 - 7.10.D. In the event the faculty member is paid the costs of replacing or repairing such property or the actual value of such property by other than the District, the District's liability under this Article shall be reduced by the amount of such payment.
 - 7.10.E. All claims shall be submitted on forms provided by the District's Business Services Office and shall include such relevant facts as costs of repairs, invoices, notations of circumstances, and witnesses, if any. The claim form shall be signed by the faculty member and his/her immediate supervisor and submitted within 15 working days of the incident.
- 7.11 The District will continue its efforts to assure the safety of faculty members using parking lots at District-owned facilities through the provision of lighted parking reserved for the use of faculty; through security and patrol for all lots within the limits of existing security personnel, and within such limitation, and, when requested during evening hours by a faculty member having a reasonable basis to fear for his/her safety, by providing an escort between such faculty member's worksite and parking area.
- 7.12 In the interest of the health and welfare of the students, employees, and the public, smoking is prohibited in all District vehicles, buildings, and facilities, and within 20 feet of any exit or entrance of such buildings or facilities. Nothing herein shall prevent a college campus from adopting a rule that is more restrictive than what is stated above.
- 7.13 Those faculty members who are volunteering to perform services as commercial vehicle operators during their coaching assignment will be subject to the provisions of the District's Drug and Alcohol Testing Program for the time period of thirty days prior to the beginning of the coaching season and ending with the close of the season, including any post-season events. Faculty members volunteering to perform these services only for special events

that occur periodically throughout the year shall be subject to these provisions for a period of thirty days prior to the special event and the day of the event. Actual testing shall only occur during that period of time between noon on the day before the faculty member is expected to drive and midnight after the driving has occurred. Each affected faculty member is exempt from testing during his/her off-season.

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

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

8.1 **Leaves Without Pay**

- 8.1.A. Any contract faculty member may be granted an unpaid leave of absence by the Governing Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Governing Board may determine. Any regular faculty member shall be granted an unpaid leave of absence for reasons of health.
- (1) **Health.** An application for leave of absence for reasons of health in excess of the time for which sick leave benefits are payable to a faculty member must be supported by the written recommendation of a licensed physician or health practitioner.
 - (2) **Study.** An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied and at what institutions.
 - (3) **Travel.** A leave of absence for the purpose of educational travel must be supported by a written statement and itinerary indicating absence from the District for a majority of the time covered by the application for such leave.
 - (4) **Home Responsibilities.** A leave for this purpose may be granted to a faculty member to care for his/her immediate family member whose health temporarily requires the full-time attention of the faculty member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a faculty member to place a newborn or newly adopted child in his/her home in excess of the provisions of Article 8.5.
 - (5) **Personal Business.** A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a faculty member for study leave as set forth in Article 8.1A(2) above and which, in the judgment of the Governing Board, will increase the faculty member's competence in relation to his/her present or anticipated assignment within the District.
 - (6) **Military Leave.** Such leave will be granted for required active duty only and is without pay except for employees with one year or more in the District who will receive their regular compensation in the first 30 days of said leave if the first 30 days fall within the employee's period of paid contract employment. Annual military training duty should be taken during vacation periods or at the convenience of the District whenever possible.
- 8.1.B. The maximum length of any unpaid leave granted by the Governing Board shall be one year, provided that, upon receipt of request for extension, the Governing Board may extend such leave for a maximum of one additional year. A faculty member appointed or elected to a local political office which requires a full-time commitment may be granted an unpaid leave for not more than one elected term to be served in such office.
- 8.1.C. Except in exceptional circumstances when the need for leave cannot be anticipated, all applications for leaves of absence must be on file in the District

Human Resources Office at least 90 days prior to the proposed effective date of the leave. Whenever possible, such leaves shall be requested in minimum increments of one semester or as necessary to minimize interruption of faculty assignments.

- 8.1.D. All leave applications shall be submitted to the office of the appropriate College President or his/her designee, and, if the President or his/her designee recommends the granting of such leave, the recommendation shall be forwarded to the Chancellor and to the Governing Board for further consideration and evaluation.
- 8.1.E. Other than in such exceptional circumstances as the Governing Board may determine or except as set forth below in Article 8.1F, a break in service time resulting from leaves without pay shall not be included in computing or granting other benefits such as sick leave, longevity pay, vacation time, step advancement, or other fringe benefits. A faculty member on leave without pay shall have the option of maintaining his/her medical, dental and vision coverage in the District group plans at his/her own cost.
- 8.1.F. In certain cases of personal leave for professional development where no district funds are expended and where the employee engages in activities of an educational nature that do not result in the accumulation of college credits for salary schedule advancement, the employee may qualify for step advancement on the salary schedule on the basis of time occupied by the approved leave, with a maximum of one year's credit. The application for such leave must be filed with the College President and receive his/her recommendation, be recommended by the Chancellor, and be granted by the Governing Board in advance of the beginning of such leave in order to become effective.
- 8.1.G. Any transfer of a faculty member who is on an unpaid leave of absence shall be subject to the transfer provisions of this Agreement.

8.2 Absence With Salary

Time on paid leave shall be counted as time in service.

8.2.A. Sick Leave

- (1) In any fiscal year, contract faculty members and temporary long-term substitutes shall earn paid sick leave time at the rate of 1.0 day for each full school month of paid contract service.
- (2) When a contract faculty member is absent from his/her duties because of illness or injury, whether or not the absence arises out of, or in the course of, employment, said faculty member shall be paid:
 - a. Full salary for such absence if that period does not exceed the unused portion of current and accumulated sick leave benefits.
 - b. Half salary for five school months beginning with the expiration of accumulated sick leave. This benefit shall be limited to one five-month period for any one illness or accident. The Governing Board may grant this leave for an additional period provided the faculty member has maintained a continuous contractual status with the District and has completed one full year of satisfactory service under an annual contract subsequent to the last leave granted under the provisions of this Article.
- (3) Hourly paid faculty having a regularly-scheduled hourly assignment shall earn and accrue paid sick leave at the rate of one hour for each 16 hours worked.

- a. No sick leave is earned for any fraction of 16 hours worked.
 - b. Sick leave earned on an hourly basis may be used only during regularly-scheduled hourly employment, not in regular contract employment or for time outside the regular scheduled hourly assignment.
 - c. Sick leave earned in regular contract employment may not be used in connection with hourly employment.
- (4) A faculty member who does not use the full amount of full-pay sick leave earned in any fiscal year shall be given cumulative credit for such unused full-pay sick leave. The term "full-pay sick leave" as used in this Agreement includes all accrued sick leave except as provided under Article 8.2A(2)(b).
- (5) **General:**
- a. Faculty filing claims under provisions of this Article shall file, or cause to be filed, an Employee Absentee Report form (appended hereto as Appendix B) on which they shall certify that the illness, injury or incapacity was of such character as to require absence from duty during the period of sick leave claimed.
 - b. A contract faculty member assigned on a partial contract shall be paid sick leave benefits only in proportion to the time which such assignments bear to full time.
 - c. Any faculty member wishing to utilize any form of sick leave or leave of absence pursuant to this Article may be required to provide such proof as District management shall designate to justify the need for such leave of absence, provided that this requirement shall not be used to intimidate, coerce, or discriminate against any faculty member.
- (6) The District shall establish a faculty voluntary cumulative pool of sick leave days and/or hours for non-contract faculty. Leave days or hours may be utilized from this pool to provide replacement services for a participating unit member who is on a long-term illness or accident leave and is in need of financial assistance. The Governing Board shall determine who should be allowed to use days from the pool based upon recommendations made by a committee composed of three representatives selected by the District and three representatives selected by the Federation. The committee shall recommend rules and regulations for the administration of the pool.

8.2 B. **Personal Necessity Leave**

Accrued full-pay sick leave may be used by a faculty member at his/her election in the following cases of personal necessity:

- (1) Death of a member of his/her immediate family when additional leave is required beyond that provided for Bereavement Leave by this Agreement.
- (2) Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- (3) Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or court order.
- (4) Personal emergencies, which include recognized religious holidays, serious illness involving a member of the immediate family, and personal business of a compelling nature.

- (5) Personal necessities as determined within the discretion of the faculty member, provided that such leaves shall require reasonable advance notice (in cases other than emergencies, 48 hours constitute reasonable notice) to the Executive Vice President, and provided further that the District may limit the total number of faculty taking such leaves at any one time to a reasonable number.

Use of sick leave for the above purpose shall be limited to six days in any school year for a contract faculty member or 60% of one year's accrual of sick leave for a faculty member on non-contract assignment. For such faculty who are employed for the Fall Semester, the base for calculating the projected accrual of sick leave shall be the number of hours offered multiplied by two; for such faculty who are employed for the Spring Semester only, the base shall be the number of hours offered in the Spring Semester. In the event a faculty member does not work the full number of hours projected, the faculty member shall not be granted more sick leave than has actually been earned.

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

8.2.C. Bereavement Leave

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

- (1) "Immediate family" is defined under Personal Necessity Leave in Article 8.2B(5) above.
- (2) "Acute bereavement" is subject to interpretation by the District.

8.2.D. Subpoena Leave

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

- (1) Fees, exclusive of mileage paid by the court or party requiring the faculty member's appearance shall be paid to the District unless the fees are greater than the faculty member's salary, in which case the faculty member may retain the fees and be listed as absent due to personal business.
- (2) A copy of the subpoena or a court order must be filed with the absence report.
- (3) Absence of a faculty member for a legal action in which he/she is a litigant may be classified as a personal necessity.

8.3 Exchange Service Leave

Arrangements may be proposed by a regular faculty member to a properly credentialed faculty member of another district or college on a similar professional plane for the purpose of exchanging positions for a period normally not exceeding one year. Exchanges may be arranged with either foreign or domestic service in mind. Exchanges will normally be

arranged to permit the District faculty member to receive his/her full remuneration from the District, while his/her opposite number will be reimbursed under an agreement he/she has reached with his/her own district or college. The Governing Board will consider the value of both to the District and to the individual applicant of the exchange arrangement in reaching its decisions concerning the granting of such service leaves.

8.4 Compassionate Leave

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

8.5 Parental Leave

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

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

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

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

8.6 Sabbatical Leave

8.6.A. Policy

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

8.6.B. Sabbatical Leave Committee

- (1) All proposals for sabbatical leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.
- (2) The Committee shall weigh the value of each proposed sabbatical leave to the faculty member, to the students, and to the District.

8.6.C. Purposes of Sabbatical Leave

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

- (1) Academic study or professional research at an accredited institution of higher education.

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

(2) On-site research project

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

(3) Approved teaching or research fellowships and teacher exchange programs

(4) Work or research in industry, business, or government

Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. Total compensation received shall not exceed the amount that would have been received had the faculty member remained in active service in the District. If necessary, compensation paid by the District shall be reduced by the appropriate amount so that the total stipend shall not exceed the faculty member's salary.

(5) Other experiences as approved by the Governing Board.

8.6.D. Eligibility

Any regular faculty member who has served the District for six consecutive years as a faculty member shall be eligible for a leave of either one or two semesters at his/her option. Not more than one such leave may be granted to any faculty member in each seven-year period.

8.6.E. Applications

(1) Applicants for sabbatical leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.

(2) Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.

(3) Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six members, one each appointed by each College President, and one each by each Academic Senate. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and submission to the Governing Board.

(4) Applicants will be notified by the Governing Board on or before February 1 of the final acceptance or rejection of their application.

(5) Under exceptional circumstances, late applications will be considered.

(6) After a leave has been granted, any significant change of purpose or in the plan shall be cause for reconsideration of the agreement between the District and the faculty member.

8.6.F. Compensation

- (1) If the sabbatical leave is for two semesters, compensation shall be two-thirds of the faculty member's regular teaching salary.
- (2) If the leave is for one semester, the compensation shall be the faculty member's full regular contract teaching salary for one semester. Normally, one-semester leaves must be taken during the Spring Semester.
- (3) Salary while on leave shall be paid monthly during the fiscal year in the same manner as faculty members are paid.
- (4) The District shall not pay travel costs or salary or provide remuneration other than the sabbatical leave stipend during the period of the leave. Exceptions will be considered by the Governing Board upon the recommendation of the Chancellor or upon appeal from his/her adverse recommendation.

8.6.G. Guarantees

- (1) The faculty member must agree to return to the District for a period of service equal to twice the period of the leave.
- (2) Any transfer of a faculty member who is on a sabbatical leave shall be subject to Article 14 of this Agreement.
- (3) The written agreement between the District and the Faculty member is to be acceptable without requirement of a bond.

8.6.H. Accountability

Upon completion of the sabbatical leave and within six months of the faculty member's return to duty, she/he shall submit to the College President and to the Chancellor (and to the Governing Board, if requested) a report which must include transcripts of study completed, if applicable, together with an evaluation of the project pursued. The Governing Board shall be encouraged to request a review of all reports

8.6.I. Incomplete Sabbatical Leave

If the program for sabbatical leave is interrupted because of serious accident or illness, this will not be considered a failure to fulfill the conditions under which the leave was granted, nor shall such interruption affect the amount of compensation to be paid the faculty member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within 30 days of the time of the accident, or, in the case of illness, the onset of said illness and a medical verification of same.

8.6.J. Effect of Leave on Salary Increments and Retirement

- (1) Sabbatical leave shall be counted toward retirement. The annuity contributions shall be collected in the usual manner and all fringe benefits shall be in force.
- (2) Sabbatical leave shall be counted as experience for advancement on the salary schedule.
- (3) Incomplete sabbatical leaves can count toward benefits (salary, retirement, and advancement on the salary schedule) only to the extent that salary is received while the leave is in progress.
- (4) Sabbatical leave shall not affect the accrual of non-contract longevity.

8.6.K. **Credits**

Academic credits earned from any sabbatical leave may be credited toward salary increments the following Fall Semester.

8.6.L. **Limitations**

- (1) The number of sabbatical leaves granted each year shall be 3% of the full-time faculty members (with a fraction of a faculty member rounded up) in the District, including at least one at each college, except that if a reduction in force of full-time faculty is necessary due to lack of funds, the parties agree to reopen negotiations prior to May 15 of each calendar year on the minimum number of sabbaticals to be granted per year.

Beginning July 1, 2002, if the governing Board chooses to grant sabbaticals in excess of the number of sabbaticals provided above, the additional sabbaticals shall be for one year and shall be limited to a maximum of three.

- (2) A list of alternates will be established and maintained by the Sabbatical Leave Committees in the event that change of plans for applicants or increase in staff permits additional grants.

8.6.M. **Priority Determinations**

In the event that more applications for sabbatical leave are submitted than the above-mentioned limitation will permit, the granting of said leaves will be governed by the following list of priority determinations, listed in order of precedence.

- (1) Value of the proposed leave to the individual faculty, the students, and the District. Value of leave to the students and District is evaluated in terms of what the applicant may contribute following return through classroom teaching, leadership, curriculum development, or teaching methods.
- (2) The number of previous sabbatical leaves granted applicants. An applicant for a first sabbatical leave shall be given priority over an applicant who has had a previous sabbatical leave.
- (3) Seniority of service.
- (4) Likelihood of continued service to the District.
- (5) Reasonable distribution of sabbatical leaves among departments and divisions.

8.7 **Professional Conference Leave**

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

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

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

8.7.D. The manner in which available budgetary allocations for reimbursement of faculty conference expenses shall be allocated shall be determined by each College President, and any expressed or implied commitment to reimburse such expenses shall be subject to the budgetary limitations established by the Governing Board,

but in no event less than \$100 per contract faculty member as a District-wide average. Funds available to the College for reimbursement of conference expenses may, at the discretion of the College President, be utilized to reimburse faculty members for attendance at conferences generally applicable to the educational program of the college or conferences that a faculty member has been requested by District management to attend as a representative of the College or the District.

- 8.7.E. If the appropriate Dean and College President approve a faculty member's "Convention, Meeting or Travel Request" that contains estimated expenses, and if funds are available to the College for reimbursement of such expenses, the faculty member to whom such short-term leave of absence has been granted will be reimbursed for the necessary and reasonable expenses of conference attendance, subject to the following guidelines:
- (1) Cost of transportation shall not exceed round-trip coach, rail, or air fare where such service is readily available. The prevailing automobile mileage rate may be authorized when rail or air service is not feasible or when numerous stops need to be made en route. When service by public carrier is readily available but auto travel is preferred by the person traveling, the equivalent of rail or plane fare will be allowed for use of a personal car. The compensation payable for use of personal car shall be at the rate determined by the Governing Board.
 - (2) Expenses for lodging, meals, registration fees, necessary taxi, and local transportation and telephone charges are considered proper expenditures. Receipts are required for the following expenses: (1) lodging, (2) public transportation (passenger identification coupon or ticket stub required for any air, train, or bus trips) and (3) convention registration fees. In all cases it is expected charges will be reasonable for the place where conferences and meetings are held. Tip payments and service charges allowed on authorized conference and travel expenses may not be greater than 15 percent of the meal charge.
 - (3) Requests for reimbursements and expenses shall be reviewed and approved by the Chancellor or his/her designated representative before payment is made.
- 8.7.F. If part or all of a faculty member's expenses incurred during conference leave have been paid or reimbursed by the District, District management may require that information acquired at such conference be shared in a written report or by other appropriate means with the faculty member's colleagues.

8.8 Workload Program (Loadbanking)

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

8.8.A. Plan

- (1) **Taxes.** The District shall withhold all taxes and other regular withholding at the time(s) when the non-contract pay is earned or accrued. If the Internal Revenue Service, Franchise Tax Board, State Chancellor's Office, or any other taxing authorities rule on the taxable status of the workload balancing program, the District and the Federation will modify the agreement to comply with the ruling.
- (2) Faculty will initiate a written "Workload Balancing Plan" (see Appendix J). The plan must be received by the dean/immediate supervisor no later than

five (5) working days after the end of the first census period of the semester of the assignment the faculty member wishes to bank. The plan will comply with the provisions of this plan as set forth below.

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

8.8.B. Banking Overload Hours

- (1) There is a limit of 36 lecture equivalent hours on the number of overload hours that can be banked (18 hours LEH banked equals 15 LEH leave.)
- (2) Summer Intersession assignments may not be banked.
- (3) Classes in restricted or categorically-funded programs may be banked if allowed by State and Federal laws and regulations.
- (4) Hours earned by performing services provided in Article 13 or Article 3.5 shall not be banked.

8.8.C. Using Banked Hours

- (1) A faculty member may utilize "banked" hours with prior written approval of the immediate supervisor (see Appendix J).
- (2) Workload balancing plans approved prior to July 28, 1998, will be honored as approved. All subsequent plans will be in accordance with Article 8.8
- (3) Banked hours shall be used on the basis of five hours off for six hours in the bank. If the request is for less than five hours, only the equivalent hours will be deducted from their bank.
- (4) Banked hours may be held for ten years.
- (5) One full semester must elapse between approval of the plan and utilizing banked hours.
- (6) The limit on the frequency at which one can take banked leaves is two full semesters in seven years.
- (7) Under emergency conditions, with the agreement of the faculty member, banked hours may be used to fill out a full-time workload.
- (8) Faculty can accumulate up to one full year of leave time (36 LEH).
- (9) The provisions of Article 8.2 apply: Time on paid leave shall be counted as time in service.
- (10) Faculty on Workload Balancing leave cannot be employed on an extra-contractual basis by the District while on such leave.
- (11) Workload Balancing leave may not be used in combination with any other leave to exceed one academic year without prior Governing Board approval.
- (12) Banked leave may be used to supplement the difference between 2/3 pay and full pay for employees on sabbatical leave pursuant to Article 8, Leaves. Two hours of banked leave shall be the equivalent of one hour of sabbatical leave.

8.8.D Cashing-Out Banked Hours

- (1) Cash-out rate shall be at the rate at which hours were earned.

- (2) One full semester must elapse between approval of the plan and cashing out banked hours.
- (3) The faculty member shall not be entitled to cash out except under one of the following circumstances:
 - a. retirement
 - b. termination
 - c. death
 - d. medical disability as defined in IRS Section Code 72(m)(7)
 - e. medical emergency causing documented costs in excess of \$2,000 resulting from unpaid leave or uninsured medical costs
 - f. uninsured loss of real property in excess of \$10,000

8.8.E. Computation of Banked Hours

- (1) All overload hours of instruction will be computed on the basis of lecture equivalent hours.
- (2) Overload hours for non-classroom work shall be considered overload as provided in Article 5.3 A (1) and banked on an hour-for-hour basis.
- (3) One lecture equivalent hour of instruction shall equal 2 hours of non-classroom work for each week of instruction, e.g., for a 20-week semester, 40 hours would be banked.

8.9 Voluntary Sick Leave Pool

8.9.A. Voluntary Pool Membership

- (1) The pool shall be established and maintained by the voluntary donations of accrued sick leave days/hours by contract and non-contract faculty. Participating faculty are requested to donate the minimum number of sick leave days/hours within 30 calendar days of the "Call for Donations" by the Voluntary Sick Leave Pool Committee.
- (2) Faculty may contribute accrued sick leave days/hours to the Voluntary Sick Leave Pool at any time.
- (3) The days/hours donated to the Voluntary Sick Leave Pool may not be withdrawn except as provided for in Articles 8.9C and D.
- (4) The number of sick leave days/hours available to a faculty member will be limited by the size of the Voluntary Sick Leave Pool.
 - a. Full-time Faculty
Minimum contribution of a full-time faculty shall be one day of accrued sick leave.
 - b. Non-contract and Contract Faculty with a Non-contract Assignment
Minimum contribution by non-contract and contract faculty with a non-contract assignment shall be one day of accrued sick leave.

8.9.B Application to the Voluntary Sick Leave Pool

- (1) A faculty member may apply to the District's Human Resources and/or Payroll Office for replacement sick leave days/hours upon exhaustion of the faculty member's accrued sick leave. The District Human Resources

Office and/or Payroll Office will forward the faculty member's request to the Voluntary Sick Leave Pool Committee

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

8.9.C. Benefits for Contract Faculty

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

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

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

8.9.E. Size of Pool

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

8.9.F. Voluntary Sick Leave Pool Committee

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

- (1) Initial appointments shall be for one, two, and three years, respectively, for both District and Federation appointees, and three years for each subsequent appointment.
- (2) The Committee shall monitor the pool to advise faculty on the number of hours/days remaining in the pool. The District Human Resources Office will keep the Committee apprised of the size of the sick leave pool.
- (3) The Committee shall review the implementation of the Voluntary Sick Leave Pool and make recommendations to the District and Federation regarding amendments, clarifications, and alterations to the nature, structure, and implementation of the pool.
- (4) Committee replacements shall be handled by the respective parties.

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

- 9.1 Subject to the remaining provisions of this Article, the parties shall meet on or before November 1 of each year to establish the instructional calendar for the following academic year.
- 9.2. The basis for a 10-month contract shall be 175 contract days and 175 teaching days within 40 consecutive calendar weeks, subject to the following:
- 9.3 Extended contracts shall be calculated as a pro-rata proportion of a 10-month contract rounded to the nearest digit.
- 9.4 The academic calendar shall include seven flex days. For the 2007-08 contract year, of the seven days, six shall be self-assigned, and one shall be mandatory to attend orientation day in fall. For the 2008-09 and 2009-10 contract years, of the seven days, five shall be self-assigned and two shall be mandatory to attend orientation day in fall and one District in-service day.
- 9.5 **Flex Days**
- 9.5.A. **Mandatory flex days** are days on which faculty will perform appropriate flex activities.
- (1) On those mandatory flex days designated on the academic calendar as Semester Orientation Days, contract faculty shall attend not more than two hours of mandatory activity designed by the College President. Activities on any other mandatory flex days are subject to negotiations. Other activities may include:
 - a. Division meetings, if scheduled, are mandatory. Division meetings may be subdivided into department or discipline groups to discuss appropriate topics for all or part of the division meeting.
 - b. Regular or special college committee meetings.
 - c. Meetings of other established faculty groups.
 - d. Activities scheduled by the appropriate campus flex day committee.
 - e. Teaching regular classes in those situations where it is not practical to cancel classes. These include classes involving plants, animals, licensing/certifying agencies, athletic and other performance classes with upcoming contests or performances, and other classes as approved by the College President. Faculty who teach approved regular classes are responsible for reporting the activity on a Flex Day Activity Form, (Appendix H, Form A1).
 - f. Any other activity approved by the faculty member's department/discipline as submitted on a Flex Day Activity Form (Appendix H, Form A1) before the mandatory flex day.
 - (2) Contract faculty are required to participate in appropriate flex activities on each mandatory flex day for six hours.
 - (3) Non-contract faculty are required to participate in appropriate flex activities on each mandatory flex day for the number of hours they would normally be assigned on that day.
 - a. The District agrees to provide each campus appropriate flex activities for non-contract faculty during the hours they would normally have taught.

- b. Non-contract faculty may elect to participate in the other activities as described in 9.5A(1).
- c. Non-contract faculty may substitute other scheduled meetings, such as faculty orientation or division meetings, even though they are held on a different day. A Flex Day Activity Form (Appendix H, Form A1) shall be used to record these activities. There will be no other compensation for such activities.

9.5.B. **Self-Assigned Flex Days** are scheduled days for which appropriate flex activities may be performed on that day or another day.

(1) **Contract Faculty**

- a. The total number of hours of self-assigned flex activity required of contract faculty in a year is the product of the total number of scheduled self-assigned flex days in the year and six.

The activity used to satisfy the total hours required will be submitted on the faculty member's Master Flex Day contract (Appendix H, Form B2) or on the Flex Day Activity Forms (Appendix H, Form A1). The faculty member must sign the Master contract at the end of the academic year certifying he/she has completed the required hours.
- b. Full-time faculty with a non-contract extra hourly assignment shall have additional self-assigned flex day activity requirements equal to the sum of the number of extra hours they would normally be assigned on the self-assigned days scheduled.
- c. For purposes of Article 9.5, normal assignment hours end at 2 p.m. Monday through Friday. Faculty members with contract evening or Saturday assignments may use equivalent weekday hours for flex activities. Self-assigned flex activities may be performed any time outside of an individual's normal assignment hours.

(2) **Non-contract Faculty**

- a. The total number of hours of self-assigned flex activities required of non-contract faculty in a year is the sum of the number of hours a non-contract faculty member would normally be assigned on the days the self-assigned days are scheduled.

Non-contract faculty may attend additional mandatory flex day activities described in 9.5A(1) to satisfy self-assigned flex day requirements. This should be proposed and approved using a Flex Day Activity Form (Appendix H, Form A1).
- b. Leaves covered under Article 8.7, Professional Conference Leave, shall not be automatically considered as flex day activities. However, they may be proposed as flex day activities on either the Master contract (Appendix H, Form B1) or on a Flex Day Activity Form (Appendix H, Form A1). Faculty members doing flex day activities that require travel outside the county must complete a travel request for insurance purposes. If the activity is within normal working hours as set forth in Article 9.5B(1)(c), it may not be used as a self-assigned flex day activity.

9.5.C. **Flex Day Committee**

- (1) The Flex Day Committee shall be composed of the following members:

- a. One faculty member from each campus appointed by the local Academic Senate.
 - b. Three faculty members appointed by the Federation.
 - c. One manager from each campus.
- (2) The Flex Day Committee will:
- a. Conduct an annual update and survey of the most critical staff, student, and instructional improvement needs in the District.
 - b. Prepare an initial recommendation to the Federation and District of a calendar providing appropriate dates for mandatory and self-assigned flex days by the first Monday in November to comply with Article 9.1 of this Agreement.
 - c. Review flex day problems reported by faculty or management and suggest solutions.
 - d. Prepare information material for faculty about Flex Days.
 - e. Annually review flex day forms and recommend changes to the Federation and the District.
- (3) The Flex Day Committee will select its chair by majority vote at the first meeting.
- 9.5.D. Appropriate flex day activities include, but are not limited to, the following or the current Title V Code Section 58180:
- (1) Course instruction and evaluation;
 - (2) Staff development, in-service training and instructional improvement;
 - (3) Program and course curriculum or learning resource development and evaluation;
 - (4) Student personnel services;
 - (5) Learning resource services;
 - (6) Related activities, such as student advising, guidance orientation, matriculation services, and student, faculty and staff diversity;
 - (7) Departmental or division meetings, conferences and workshops, and institutional research;
 - (8) Other duties as assigned by the District.
- The District agrees to avoid assigning other duties during mandatory flex days. The District reserves the right to schedule additional mandatory activities only when required to comply with Federal or State law. The District will seek concurrence of the Federation regarding these statutory mandatory activities prior to their implementation.
- (9) The necessary supporting activities.
 - (10) Faculty who prepare flex day activities as in Article 9.5D shall receive flex activity credit for that preparation on an hour-for-hour basis.
- 9.5.E. **Flex Day Activity Procedure**
- (1) Each year faculty shall complete a Master Flex Day Contract (Appendix H, Form B1 & B2). Additions may later be made directly on the contract or by use of a Flex Day Activity Form (Appendix H, Form A1).

- (2) Approval of flex day activities may be by a faculty member or by members of a department or division designated by the department or division. If the faculty wishes, they may delegate approval of flex day activities to the administrator of the division or other appropriate manager.
 - (3) In the event that time constraints do not allow for the approval by normal authority as provided in Article 9.5A(1)(f), Division Deans may grant approval. If approval is denied, faculty may appeal to the College President. In the event the proposal is still disapproved, faculty members may appeal to the normal authority when they return. Information regarding such approval will be shared with the normal approving authority at the earliest possible time.
 - (4) The Dean shall forward the completed, approved forms to the Executive Vice President of Student Learning by June 30 of each year.
- 9.6 Counselors and other faculty required for student registration shall be exempted from the flex day activity occurring prior to the first day of instruction each semester unless the College President determines that enrollment will not be adversely affected by their participation. All faculty exempted from the flex day activity may schedule alternate flex days during the fiscal year to be approved by the College President.
- 9.6.A. The provisions of Article 5.3 E(3) will remain in effect for counselors and will be considered as flex day activities, but in no case will there be fewer than 11 days.
 - 9.6.B. If the number of total faculty flex days exceeds eleven as specified in Article 9.5, the counselors will participate in that number above eleven.
- 9.7 Faculty may reschedule the self-assigned flex days that occur prior to the first day of instruction to any other non-instructional day during the fiscal year with the approval of the Flex Day Committee and the College President. The balance of the self-assigned flex days may be taken on any day during the academic year. All self-assigned flex day activities will be by contract with the college and have the approval of the Flex Day Committee and the College President, and be submitted at least a month in advance of the day the flex day is requested.
- 9.8 It is assumed that flex day activities will meet the Education Code requirement of a six-hour day.
- 9.9 Part-time faculty will participate in the flex day activities that occur prior to the start of instruction each semester. These activities may be other than those required for full-time faculty. This will fulfill the part-timer's obligation for flex-day participation.

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

11.1 **Tenure Review of Probationary Faculty**

11.1.A. **Process:** The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. To that end, a four-year probationary period provides sufficient time for contract employees to understand the expectations for tenure, to develop the skills and acquire the experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The process should promote professionalism and enhance academic growth by providing a useful assessment of performance, using clear evaluation criteria.

11.1.B **Criteria:** The criteria upon which probationary faculty members will be evaluated are as follows:

(1) **Students**

- a. Willingness and availability to assist students.
- b. Responsiveness to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - 1) Diversity of cultural backgrounds, gender, age, and lifestyles.
 - 2) Variety of learning styles.
 - 3) Student goals and aspirations.
 - 4) The special needs of students with physical and/or learning disabilities.
 - 5) Resolution of problems between faculty member and student.
 - 6) Understanding and utilizing student support services.
 - 7) Concern for student welfare.

(2) **Classroom Assignment**

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to the subject matter.
- e. Appropriate testing and measurement of student progress.
- f. Communication with students with clear identification of course goals, objectives, and student performance expectations.
- g. Evidence of course objectives being met.

(3) **Non-Classroom Assignment (Librarians, Counselors and Special Assignments)**

- a. Resolution of problems between faculty member and student.
- b. Understanding and making referrals to appropriate student support services.
- c. Knowledge and appropriate utilization of community resources.

- d. Knowledge of area of expertise.
- e. Awareness of current developments and research in field.
- f. Demonstration of effective communication with students.
- g. Effective use of methods appropriate to area of assignment.
- h. Communication with students with clear identification of goals, objectives and student performance expectations (when appropriate).
- i. Evidence of program objectives being met.

(4) **Professional Responsibilities Evaluation**

- a. Active participation in institutional governance as outlined in Article 5.2 A(3) and 5.3D.
- b. Maintenance of ethical standards such as outlined in the AAUP Ethical Standards Statement.
- c. Recognition and adherence to the principles of academic freedom as outlined in the AAUP Academic Freedom Statement.
- d. Work in a constructive manner to foster a collegial atmosphere among faculty and students.
- e. Demonstration of willingness to advocate faculty and student rights.
- f. Demonstration of commitment to and enthusiasm for the profession.
- g. Maintenance of class and office hours as scheduled; accurate collection and reporting of records, census data, and other documentation in a timely manner.

11.1.C **Evaluation Components.** Probationary faculty evaluation shall be comprised of the following components:

(1) **Records Evaluation**

- a. The Tenure Review Committee (hereafter referred to as the "committee") shall assess the teaching candidate's classroom records such as syllabus, handouts, tests, and/or assignments and grading criteria. This assessment shall be within the bounds of professional ethics and academic freedom.
- b. The Tenure Review Committee shall assess the counselor/librarian candidate's maintenance of appropriate documentation. This assessment shall be within the bounds of professional ethics and academic freedom.
- c. The candidate will submit the records as described above to the Committee Chair to be kept for placement in an evaluation portfolio that may be added to during the tenure process.

(2) **Professional Responsibilities Evaluation**

- a. The Committee shall assess the candidate's professional activities such as conference/workshop attendance, staff development participation, professional association memberships, scholarly publications, research, etc.

- b. The Committee shall assess the candidate's participation in institutional governance as outlined in Article 5.2 A(3) and 5.3D.
- c. The candidate shall submit to the Committee Chair a written report of his/her professional activities.
- d. The candidate's report will be kept in the evaluation portfolio.

(3) **Self-Evaluation**

- a. The candidate shall evaluate on Form A-1 his/her performance in respect to the evaluation criteria stated above in section 11.1.B.
- b. The candidate shall indicate areas of personal strengths.
- c. The candidate shall respond in writing to the recommendations of the Committee by developing a plan to correct areas of deficiency.

(4) **Evaluation of Performance in Primary Area of Assignment**

- a. Evaluation of performance shall consist of a minimum of three separate visitations. A visit means a designated time regardless of the number of peers visiting.
- b. Preferably, two members will evaluate at a time in the same visit, but an initial visit will be by two members of the committee.
- c. The candidate will receive at least one week's notice prior to the visit.
- d. The candidate shall provide a brief lesson plan to the committee at least one day prior to a visit.

(5) **Student Evaluation of Performance**

- a. Student evaluations shall be administered by the Dean or his/her designee with standardized instructions to students.
- b. Student evaluations of classroom faculty shall be administered to a minimum of 3 classes of the evaluatee per semester.
- c. For counselors or librarians, a minimum of 30 student evaluations shall be administered. Student evaluations administered shall be maintained in a sealed envelope and shall be submitted to the appropriate office for tally. A student evaluation summary will be submitted to the Tenure Review Committee Chair.

11.1.D Committee

(1) **Composition:** The Committee shall be composed of the following members:

- a. Two faculty members from the candidate's discipline if available, one of whom should be from the candidate's hiring committee, if possible.
 - 1) If there are not a sufficient number of faculty available in the candidate's discipline, faculty from a related discipline at the college shall be appointed to the Committee.
 - 2) If there are not a sufficient number of faculty available in a related discipline at the college, faculty in the discipline or a related discipline from another District college shall be appointed.
- b. One faculty member from another discipline.

- c. One faculty member selected by the candidate from the candidate's division.
- d. The Dean.

(2) **Committee Appointment**

- a. Once the committee members in Article 11.D (1) have been selected by the faculty co-chair of the candidate's hiring committee--subject to approval by a Staff Diversity Facilitator, the Academic Senate President and the College President--the Dean shall then convene the Committee.
- b. The candidate must select his/her committee member in 11.1 D. (1)(c) above by the end of the fourth week of the Fall semester. If the candidate does not choose a committee member in the designated time, one will be chosen by the Tenure Review Committee.
- c. Committee members shall serve for the duration of the candidate's probationary period. Replacement committee members shall be appointed by the committee, when necessary.
- d. The candidate shall have the right to remove one committee member during the probationary period. If the candidate removes a committee member, a replacement committee member shall be appointed from the same constituency by a Staff Diversity Facilitator, Academic Senate President, and the College President.
- e. The Co-Chairs of the Committee shall be the Dean and a faculty member elected by the faculty members on the committee.
- f. The Committee members have the right to fully discuss their professional judgment of the candidate's strengths and weaknesses during the Tenure Review Committee meetings in a confidential setting. All individuals involved shall maintain the confidentiality of the evaluation process and sign a statement to that effect. All information gathered or reports generated as part of the evaluation shall be treated confidentially. Committee members shall enjoy all of the protections afforded those who participate in a statutory evaluation process, including but not limited to, the qualified privileges associated with defamation as described in Evidence Code Section 411. Concerns regarding confidentiality must be reported to the Executive Vice President. If there is no resolution, the committee should address its concerns to the President. The College President will determine whether a re-evaluation is necessary.

11.1.E. Steps of Tenure Review Process.

The steps of the tenure review process are as follows:

- (1) An orientation meeting of the committee members.
- (2) A meeting of the committee and candidate, reviewing evaluation criteria, evaluation process, and timelines. At any time, the evaluatee may request a convening of the committee.
- (3) A formal evaluation of the candidate.
- (4) A committee meeting without the candidate to determine a recommendation for the candidate's subsequent contract status.

- (5) A committee meeting with the candidate to recognize meritorious performance, discuss committee recommendations and, if appropriate, to recommend a course of action for correcting deficiencies.
- (6) a. The committee shall submit its recommendation for the candidate's subsequent contract status to the College President. The College President shall review all materials and make a recommendation for the candidate's subsequent contract status to the committee. If the recommendations differ, the Committee and the President shall meet and attempt to resolve the differences. If no resolution is reached, the recommendations of the Committee and President shall be forwarded to the governing Board.
- b. Until a candidate is tenured or terminated, the President shall each year forward the Tenure Review Committee reports and recommendations to the Governing Board.

11.2 **Evaluation Process Timeline.** Except as provided in other sections of the Agreement, the following timelines are guidelines and should be flexible as necessary.

11.2.A. **Fall Hires**

The Tenure Review Committee process will be followed each year during the evaluation period until final recommendation is made.

(1) **Weeks 1 - 6**

- a. An orientation meeting of the committee will be convened by the Executive Vice President or designee.
- b. A meeting of the committee and candidate shall be held.

(2) **Weeks 7 – 12**

- a. Classroom/site visitations shall be made.
- b. Committee site meetings will be held with the candidate to discuss each evaluation visit and to make suggestions for specific improvements.
- c. Enough time shall elapse between site visits for the candidate to make some improvement in areas noted for improvement.
- d. Professional responsibilities evaluation will begin.

(3) **Weeks 4 – 12**

- a. Student evaluations will be conducted and evaluations and summaries of the results will be provided to the Committee Chair.
- b. The candidate will submit classroom records and professional activities documentation to the Committee Chair.
- c. The candidate's self-evaluation will be completed and submitted to the Committee Chair.

(4) **Weeks 13 – 15**

- a. The committee will meet to evaluate the candidate's performance in all criteria areas. The candidate or the committee may request additional input; this additional input shall be limited to another peer classroom visitation, further discussion with the candidate, and/or the request for additional records/documents.

- b. The committee will meet without the candidate to decide if the candidate has met the evaluation criteria and, if appropriate, to recommend a specific course of action to help the candidate improve his/her performance.
- c. The committee will meet with the candidate to communicate its recommendation.

(5) **Week 16 – 18**

- a. The committee will submit its employment recommendation on Form C-2, along with the candidate's portfolio, to the College President.

11.2.B Spring Hires

- (1) During the first two weeks of the spring semester, the Dean will meet with the candidate to explain the tenure process for mid-year hires.
- (2) During the spring semester there will be one classroom visit by two peer members of the committee.
- (3) Student evaluations will be administered to one class of each preparation during the 13th to 15th week of the spring semester.
- (4) At the beginning of the next fall semester, the timeline as specified in Article 11.2.A will be followed with the exception that there will be one fewer visit required under Article 11.1.C(5)(b). Thereafter, the Fall hires timeline will be followed.

11.3 Consideration of Input from Outside of the Formal Evaluation Process

11.3.A. The committee will consider only complaints that have been thoroughly documented and substantiated through written and signed instruments. All written complaints will be investigated and substantiated by the Dean, designee and/or the committee. Unsubstantiated complaints, concerns and commendations will be disregarded.

11.3.B. The candidate has the right to respond to any and all input which the committee is weighing as part of the evaluation process.

11.4 Committee Service. The committee members may count time served on the committee as service under Article 5.2 A(3) and 5.3D.

11.5 Documentation of Process

11.5.A. To properly document the evaluation process, the following standardized District forms should be used:

- (1) Faculty Self-Appraisal Report for Full/Part-Time Faculty (Form A1).
- (2) Administrator and Peer Evaluation Form for Probationary Faculty (Form A 3)
- (3). Student Evaluation of Teaching Effectiveness , or Student Evaluation of Counselor/Librarian Effectiveness (Form B1 or B2).
- (4) Student Evaluation Summary Form
- (5) Tenure Review Committee Employment Recommendation for Probationary, Non-Tenured Faculty form. (Form C2)
- (6) President's Summary Evaluation Report (Form C3)

11.5B All completed forms will be held in the candidate's portfolio.

11.6 **Evaluation Assessment**

11.6.A **Evaluation of the Candidate.** Evaluation of the candidate should be based solely upon the procedures in this Agreement.

11.6.B **Evaluation Consideration.** Evaluation consideration should be as objective and quantifiable as possible.

- (1) The Committee must have written justification and documentation of a decision not to grant tenure.
- (2) Recommendation to grant or not to grant tenure must be by majority vote of the Committee.
- (3) **Criteria for Employment Recommendation**
 - a. Not to rehire: Candidate's performance is unsatisfactory and continued employment is not recommended.
 - b. To grant 2nd or 3rd probationary contract: Candidate needs to work further to develop skills and gain more experience before being considered for tenure.
 - c. Grant tenure during the 1st or 2nd contract. Candidate is exceptionally strong in all areas of the evaluation criteria, so that a continued period of probation would be unnecessary.
 - d. To grant tenure after or during third contract: Candidate has demonstrated continual professional growth, has improved appreciably, and would be an asset to the institution.
- (4) **Difference in Criteria Weighting for First, Second, and Third Contracts** (see Appendix D, Form A 3.)
 - a. For 1st and 2nd contract: All criteria considered, with the primary assignment criteria the most important.
 - b. For 3rd contract: All criteria considered, with candidate expected to be fully-participating member of campus community.

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

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

12.2.A. Classroom Teaching Faculty:

- (1) Continuing professional development in subject areas of assignment.
- (2) Current curriculum preparation for courses assigned.
- (3) Complete and timely preparation for classes taught.
- (4) Class objectives being achieved.
- (5) Class meetings held as scheduled.
- (6) Necessary administrative paperwork processed in a timely, accurate, and appropriate manner.
- (7) Colleagues and staff treated in a professional manner.
- (8) Students treated with respect and sensitivity.
- (9) Progress toward self-determined individual instructional and developmental goals.
- (10) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.2A(3).
- (11) For contract faculty only: participation in division and departmental activities.

12.2.B. Non-Classroom Teaching Faculty:

- (1) Continuing professional development in subject areas of assignment.
- (2) Current preparation for service assignment.
- (3) Service assignment objectives being achieved.
- (4) Students treated with respect and sensitivity.
- (5) Colleagues, staff and public treated in a professional manner.
- (6) Necessary paperwork processed in a timely, accurate and appropriate manner.
- (7) Appointments and work assignments held as scheduled.
- (8) Progress toward self-determined individual work assignment and professional goals.
- (9) For contract faculty only: participation in college-wide and instruction-related/student support activities, in accordance with Section 5.3D.
- (10) For contract faculty only: participation in division and departmental activities.

- 12.3 Faculty evaluation shall be comprised of the following components:
- 12.3.A. **Committee Appraisal** All individuals involved shall maintain the confidentiality of the evaluation process and sign a statement to that effect. Concerns must be reported to the Executive Vice President. All information gathered or reports generated as part of the evaluation shall be treated confidentially. Committee members shall enjoy all of the protections afforded those who participate in a statutory evaluation process, including, but not limited to, the qualified privileges associated with defamation as described in Evidence Code Section 411. Concerns regarding confidentiality must be reported to the Executive Vice President. If there is no resolution, the committee should address its concerns to the President. The College President shall determine whether a re-evaluation is necessary.
- 12.3.B. **Student Appraisal.** Student appraisals shall be administered by the Dean or his/her designee. Any designees will be required to maintain the confidential nature of the evaluation process.
- Student appraisals of classroom faculty shall be conducted each semester after the fourth week of the class in one class or, at the faculty member's discretion, in more than one class taught by the faculty member.
- Student appraisals shall be conducted with a sampling of a minimum of thirty students. If enrollment in the one class section selected is fewer than 30 students, two classes (sections) must be selected by the faculty member whenever possible.
- Student appraisals for non-classroom faculty members shall be conducted each semester after the fourth week of their service each term with a sampling of 30 students served by the faculty member.
- When the appraisals are completed, they shall be summarized. Summaries are distributed to the members of the Evaluation Committee and discussed with the evaluatee. The appraisals will be distributed to the evaluatee whenever possible within 10 days after the submission of grades for the semester for classroom faculty or after completion of the semester for non-classroom faculty. The student appraisal forms (Forms B1 and B2 in Appendix D) shall not be maintained as part of the evaluation materials in the personnel file except at the faculty member's request.
- Signed student complaints and commendations that have been placed in the faculty member's personnel file in accordance with Article 10, Sections 3 and 4, will be forwarded to the Committee. This shall include verified electronic communications.
- 12.3 C Self-Appraisal (Form A-1 in Appendix D)
- 12.3.D. **Site Visitation.** The evaluatee shall receive advance notification of the week in which the visitation will occur. Site visitations for classroom teaching faculty shall be no less than fifty minutes in length whenever possible but may be longer if the class or lab session observed is longer.
- 12.3.E. **Conference.** A conference shall be held between the faculty member being evaluated and the faculty member's evaluation committee to discuss the results of the evaluation process components as designated in Article 12.3 A-D.
- 12.4 The following schedule will be followed for evaluation purposes:
- 12.4.A. Regular faculty members shall be evaluated at least once every three years.
- 12.4.B. Temporary full-time faculty shall be evaluated during the first semester of employment and annually thereafter.

12.4.C. Non-Contract faculty shall be evaluated at least once during the first semester of employment with the District and at least once every six semesters thereafter.

12.4.D. Notice of evaluation will be given and, whenever possible, at least two weeks before the site visit.

12.5. Committee Composition and Process

12.5.A(1) Committee Composition

The evaluation shall be conducted by an Evaluation Committee convened by the dean and consisting of the following members:

- a. The co-chairs shall be the dean and the faculty member selected by the faculty member being evaluated.
- b. The Department Chair/Coordinator or designee.
- c. Such a designee has the right to refuse designation to an evaluation committee. An evaluatee has the right to refuse the Chair's designee, but not more than once per evaluation.
- d. Unless a designee is appointed, the Department Chair/Coordinator or the Department Assistant Chair must serve as a member of the Evaluation Committee. The Chair/Coordinator cannot be removed by the evaluatee unless it can be demonstrated that the Chair/Coordinator may not be fair and impartial as determined by the Associate Vice Chancellor, Human Resources.
- e. Faculty evaluators shall come from the evaluatee's discipline. If there is not a sufficient number of faculty available in the evaluatee's discipline faculty from a related discipline on campus shall be considered. If there is not a sufficient number of faculty available in a related discipline at the college, faculty in the discipline or a related discipline from another District college shall be considered.
- f. A faculty member selected by the faculty member being evaluated.
- g. The Dean.
- h. The composition of the committee must include at least one regular faculty member.

12.5.A(2) Process

The process for faculty evaluation shall consist of the following procedures:

- a. A self-appraisal shall be reported on Form A1, located in Appendix D. (Hereafter, all evaluation forms referred to in this Article are located in Appendix D.) The self appraisal must be turned in before the final evaluation conference.
- b. Site appraisal(s) made by the members of the Evaluation Committee on Form A2 or A4.
- c. Materials submitted by the evaluatee:
 1. Classroom Faculty
The evaluatee will provide the evaluation committee with materials demonstrating course preparation and adherence to course outlines. The material may include

course syllabi, grading standards, classroom expectations, samples of student work, class assignments, calendar, class handouts, tests and any other documentation that the evaluatee considers relevant. Whenever possible, this packet of materials will be made available to committee members at a central location within a week prior to the site visitation.

2. Non-Classroom Faculty

The evaluatee will provide the evaluation committee with materials demonstrating assignment preparation and adherence to assignment description. The materials may include assignment expectations, samples of work, program assignments, assignment handouts, and any other documentation that the evaluatee considers relevant. Whenever possible, this packet of material will be made available to committee members at a central location within a week prior to the site visitation.

- d. A summary appraisal completed by the Evaluation Committee reported on Form C1.
- e. Completion of Student Evaluations Summary by the Dean.
- f. The Evaluation Committee shall meet in conference with the faculty member being evaluated to discuss the results of the evaluation process and Student Evaluation Summaries. The immediate supervisor or designee shall forward all forms to the Executive Vice President who, in turn, will forward them to the College President. The College President shall complete a Summary Evaluation Report on Form C3.

12.5.B. **Loss of Longevity**

- (1) If a faculty member receives a “Needs Improvement” or an “Unsatisfactory” evaluation from two or more of the evaluators, the Evaluation Committee shall provide him/her with a written Improvement Plan that specifies what he/she must do to receive a “Satisfactory” on the follow-up evaluation. The Improvement Plan must be reasonable, i.e. the terms and conditions established by the plan must be achievable. The follow-up evaluation must be conducted the following semester, but not until at least two months have elapsed from the date of the meeting at which the evaluatee received the Improvement Plan from the evaluation committee.
- (2) Two consecutive performance evaluations with summary ratings (Form C1) of “Unsatisfactory,” or three consecutive evaluations with summary ratings of two “Needs Improvement” followed by an “Unsatisfactory” will result in loss of future assignments and removal from the longevity list. See 5.B.(1)(e).

12.6.A. Upon completion of the evaluation process the following forms will be included in the faculty member's personnel file (if applicable):

- Form A1: Faculty Self-Appraisal Report for Full/Part-Time Faculty
- Form A2: Administrator and Peer Evaluation Form for Full-Time Tenured Faculty
- Form A4: Administrator and Peer Evaluation Form for Non-Contract Faculty
- Form B3: Summary of Student Evaluation of Teaching Effectiveness

Form B4: Summary of Student Evaluation of Counselor/Librarian Effectiveness

Form C1: Summary Administrator and Peer Evaluation Form for Non-Contract and Contract Tenured Faculty

Form C3: President's Summary Evaluation Report

12.6.B. The College President or his/her designee shall be responsible for administering the evaluation process for regular and non-contract faculty. The College President or her/his designee shall form committees as specified in this article, establish deadlines in conformity with the article, process necessary evaluation papers and forms, and forward materials to the Evaluation Committee as required.

12.7 All reasonable efforts will be made to accommodate a faculty member's objection to any one member of the faculty member's Evaluation Committee.

13.1 Department Chairs.

The number and designation, creation, rearrangement, and deletion of Department Chairs shall be established by the District.

- 13.1.A. The Department Chair will be a faculty member nominated at an announced department meeting and elected by secret ballot by contract and non-contract faculty members of the department present at the advertised department meeting. The Department Chair is subject to approval by the College President. In the event the College President fails to approve the elected chair, the department faculty will submit another name for approval to the College President. In the event the department members decline or fail to select a Department Chair, the Dean/immediate supervisor shall recommend a faculty member to the College President. Any faculty member so recommended may refuse to serve as Department Chair. A Department Chair will be appointed for a term of two years.
- 13.1.B. In departments such as, but not limited to, DSPS, EOPS, Athletics or Nursing, Transfer Center, and Off-Campus Programs, which have a Coordinator, the Coordinator shall function similarly to a Department Chair. However, a Coordinator is assigned to oversee specialized programs or clusters of programs, and is compensated differently than Department Chairs. All other departments will have a Department Chair.
- 13.1.C. A department may be composed of one or more disciplines. All faculty members will be assigned to a department by the EVP.
- 13.1.D. Department Chairs shall be evaluated annually by the Dean/immediate supervisor and annually by faculty members in the department and shall be evaluated with regard to the duties of Department Chairs. Evaluations of Department Chairs will be submitted for review to the Executive Vice President who will make a recommendation to the College President.
- 13.1.E. A Department Chair may be removed from the assignment by the College President for unsatisfactory performance, budget considerations, or at the written request of a majority of the contract and non-contract department members.
- 13.1.F. Reassigned time shall be computed using a count of the total number of faculty assigned to teach classes for the department. The total number of faculty shall be calculated as the average number of such employees from the previous year's fall and spring census.

(1) Reassigned Time:

3 or less	0 FTE
More than 3 to 10	.2 FTE
More than 10 to 16	.4 FTE
More than 16	.6 FTE

FTE in a department is computed based on 1 FTE for each full-time regular contract employee (a full-time regular contract employee assigned to more than one department will be computed on a pro-rata basis) and 0.2 FTE for each hourly faculty member. The number of full-time regular contract faculty members and non-contract faculty members for an

academic year shall be determined by the average number of such employees from the previous year's Fall census and Spring census.

(2) **Monthly Salary Differential**

A monthly salary differential of \$250 for a total of ten months will be paid to each Department Chair who qualifies for any reassigned time for the assignment of a Department Chair. A Department Chair who does not qualify for reassigned time shall receive a monthly salary differential of \$350 for a total of ten months for the assignment of Department Chair. This salary differential shall be added to the contract faculty member's regular salary for STRS purposes if allowed by the STRS.

(3) **Hourly Pay To Participate In, And Coordinate Evaluation Of, And Interface With, Hourly Faculty**

For every hourly faculty member in the department determined by the average of the number of hourly faculty members at the previous academic year's Fall census and Spring census, the Department Chair shall be paid a total for the year of one hour of pay at the appropriate hourly rate.

(4) **Additional Weeks of Employment Per Year**

If the Department Chair is granted .6 reassigned time pursuant to this provision, then that Department Chair also shall be granted an additional one week of employment per year to be scheduled by the Dean/immediate supervisor. If a department has 20 FTE or more faculty over the previous year's Fall and Spring census, then the Department Chair will be granted two additional weeks of employment per year to be scheduled by the Dean/immediate supervisor. Additional weeks shall be added to the contract faculty member's regular salary for STRS purposes if allowed by the STRS.

13.1.G. All Department Chairs who have not served as a Department Chair during the last three years shall be required to participate in Department Chair orientation not to exceed two hours.

13.1.H. The Department Chair may request that an Assistant-Chair be appointed. The Assistant-Chair will be a faculty member nominated by department members through a process established by the department. The Assistant Chair is subject to approval by the College President. An Assistant-Chair will be appointed for a term of one year. The Assistant-Chair shall assist the Department Chair in the performance of her/his duties in accordance with the needs of the department as determined by the department. The Assistant-Chair shall be paid a pro-rata share of the hourly pay calculated in Article 13.1F(3) that would have been paid to the Department Chair. An Assistant-Chair assigned to the Department Chair with duties other than evaluation shall receive a pro-rata share of the release time calculated in 13.1F(1) that would have been provided to the Department Chair.

13.1.I. The Department Chair shall provide leadership to the department and shall assist the Dean/immediate supervisor in duties such as:

- (1) Recruitment, selection, and orientation of the new faculty and classified employees who will be assigned to the department.
- (2) Development of department's instructional schedule.
- (3) Development and revision of curriculum including course outlines and course and catalog descriptions.

- (4) Evaluation of faculty in the department.
- (5) Development and conducting of department meetings, and preparation and distribution of minutes of all such meetings.
- (6) Communications with students, faculty, and other employees.
- (7) Maintenance and improvement of facilities, equipment, and supplies.
- (8) Representation of, and liaison/advocacy for, the department within the College/District.
- (9) Other duties as determined jointly by the faculty in the department and the dean/immediate supervisor which are reasonably related to the needs of the Department and the College.

13.2 Facilitators.

The number and designation of Facilitators shall be established by the College President. The duties of a Facilitator shall be determined and assigned by the immediate supervisor. All Facilitator positions will be advertised at the college at least five working days prior to selection. The appropriate manager shall interview qualified applicants and make a recommendation to the College President.

Exceptions to the above shall be made for facilitator hours related to the following assignments:

- EOPS Counselor/Coordinator
- Coordinator, Special Education
- Veterans, Counselor/Coordinator
- Coordinator, Student Health Services
- Transfer Center Coordinator
- Off-Campus Programs Coordinator

13.2.A. A Facilitator differs from a Department Chair in that the former is responsible for such things as a facility, activities, programs, special functions, events, or campus services. A Facilitator does not participate in the evaluation of faculty.

13.2.B. The extra duties of a facilitator shall be compensated at the appropriate established non-contract hourly rate. The College President may recommend an extended contract on an annual basis of ¼ month for any facilitator who is assigned 100 hours or more of pay per semester.

13.2.C. Contract or non-contract faculty members serving as facilitators may have additional hourly assignments in combination with the facilitator assignment as specified in Article 5.4 A.

13.2.D. Non-contract faculty shall continue to accrue non-contract longevity during their service as facilitator.

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

- 15.1 A resignation is a voluntary statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.
- 15.2 If a resignation of a contract assignment is submitted with a proposed effective date that falls within the academic year, the District will make all reasonable efforts to secure a suitable replacement or replacements not later than the beginning of the following academic semester. However, the effective date of such resignation shall be subject to such extension, up to the end of the academic year, as the Governing Board may direct if the District would be unable to maintain continuity of its educational program because of its inability to obtain a suitable replacement from among a satisfactory applicant pool.
- 15.3 A faculty member may resign from his/her non-contract assignment at any time. Such resignation shall be submitted to the Dean of Continuing Education (Dean of General and Transfer Education at Moorpark College). A faculty member shall have the right to withdraw his/her resignation within five working days of its submission. Such request to withdraw the resignation must be made in writing within the five days to the Dean of Continuing Education (Dean of General and Transfer Education at Moorpark College).
- 15.4 Resignations of contract assignments at a college shall be submitted to the College President, who shall submit it to the Chancellor. Such resignations shall not be transmitted by the Chancellor to the Governing Board for action sooner than 48 hours after receipt, not later than the next scheduled Governing Board meeting after the expiration of the 48-hour limit.
- 15.5 A faculty member shall have the right to withdraw his/her resignation of a contract assignment at any time prior to Governing Board acceptance. Such requests to withdraw the resignation must be made in writing prior to acceptance of the resignation by the Governing Board.
- 15.6 After acceptance of a resignation, a written request by the resigned faculty member to withdraw the resignation shall be considered if it is in the best interests of the District, such determination to be made by the Governing Board.

- 16.1 **Preface.** It is the intent of the parties to this Agreement that any complaint which might later constitute a grievance be resolved at the earliest practicable stage. Therefore, every effort to resolve such complaints through informal conferences between the parties involved should be made without recourse to the grievance procedure. Since these informal conferences are not intended to be part of this grievance procedure, the discussion of any matter in such informal conferences shall not be considered a waiver of the right of any party to later raise a complaint or defense in the grievance procedure if the informal conferences are unsuccessful in resolving the complaint.
- 16.2.A. A grievance is a written complaint alleging that there has been a refusal to apply this Agreement or a misinterpretation or misapplication of the terms of this Agreement.
- 16.2.B. For the purposes of this procedure, a grievant may be an individual faculty member, except the Federation may file a grievance on Article 17, Federation Rights. Any grievant shall be entitled to a Federation representative at any stage of the grievance procedure. Nothing herein shall preclude any grievant from filing and processing his/her grievance without the assistance of a representative.
- 16.3 A grievance shall be submitted on the grievance form appended hereto as Appendix C. This form shall be provided by the District and shall be available at the District Office, the Office of the President of each College, and from the Federation.
- 16.4 Written notification or decisions to be provided under this grievance procedure may be hand delivered to the appropriate person or left with a person in charge of the office of the appropriate person, or mailed by certified U.S. mail, return receipt requested. If hand delivered, the date of such delivery shall be considered the date of submission. If mailed by certified U.S. mail, the postmark shall be considered as the date of submission.
- 16.5 During the processing of faculty member grievances, both the grievant and the District shall make a good-faith effort to provide available records and documentation in support of any position taken, provided that materials contained in the personnel file of faculty members other than the grievant shall be made available only with the consent of such faculty members. The grievant shall be deemed to have given such consent by the filing of his/her grievance.
- 16.6 No faculty member submitting a grievance with the assistance of a representative shall be required or requested at any stage of the grievance procedure to discuss privately with any District manager any aspect of the submitted grievance without the presence of such representative.
- 16.7 All reasonable efforts should be made to schedule meetings to discuss grievances pursuant to this grievance procedure so as to minimize disruptions of the work assignments of the faculty. The grievant, one Federation representative, and any witness requested or agreed upon by District management, may attend such meetings with District management without loss of compensation and, if requested, substitutes will be provided at District expense.
- 16.8 No grievance shall be resolved without first affording the Federation an opportunity to review the grievance, all evidence presented, and its proposed solution.
- 16.9 If it appears that the same grievance or substantially the same grievance has been submitted by more than one faculty member, the parties shall meet and attempt to agree upon a procedure for the handling of such grievances. If the parties agree that such grievances are sufficiently similar to create a reasonable probability that a resolution of one may produce results that should be equally applicable to all such grievances, the grievances may be consolidated for process as a single grievance, provided that any

faculty member whose grievance is affected by such consolidation shall be notified of the proposed consolidation, and may, within five (5) working days after receipt of such notice, provide the District and the Federation with written notice of his/her election to have his/her grievance processed separately.

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

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

16.12 Grievance Procedure

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

STEP I: IMMEDIATE SUPERVISOR

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

STEP II: COLLEGE PRESIDENT

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

STEP III: CHANCELLOR

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

STEP IV: MEDIATION

If the grievant is not satisfied with the written decision in Step III, the Federation may appeal the grievance on his/her behalf to Step V, or, at the written request of either the

grievant, the Federation or the District, within five working days after the grievant's receipt of the written reply in Step III, the grievance shall first be submitted to a conciliator of the California State Mediation and Conciliation Service for mediation and recommendation.

STEP V: ARBITRATION

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

ARTICLE 17
Federation Rights and Activities

- 17.1 The Federation shall have the right of access to areas in which employees work, the right to use institutional bulletin boards, mailboxes, District mail services, and institutional facilities provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.
- 17.2 The Federation shall be entitled to an ex-officio representative at all Governing Board meetings.
- 17.3 The District shall furnish the Federation with an up-to-date listing of all faculty members as of the October and March payroll periods and shall furnish the Federation with all election lists and a list containing addresses and phone numbers of full-time and part-time faculty. Said information will be provided to the Federation electronically and in a paper document.
- 17.4 Sufficient copies of this Agreement shall be printed by the District to assure the availability of a copy to each faculty member and to each new faculty member offered employment during the term of this Agreement.
- 17.5 Designated representatives of the Federation and designated representatives of the Governing Board shall meet monthly on a mutually agreed upon date, time, and place to review administration of the Agreement. The provision of such meetings shall not be deemed a part of the grievance procedure or any form of negotiations, provided that such meetings may be utilized to afford Federation representatives appropriate rights to consultation under relevant provisions of the California Government Code.
- 17.6 The District shall provide the Federation with a current Governing Board Policy Manual and shall provide the Federation with a copy of all approved changes and amendments for inclusion in such manual.
- 17.7 If, during the term of this Agreement, any proposals are made to the Governing Board for changes in Governing Board policies previously numbered 4.07a, 4.12, 4.13 or 5.01(a), such proposals shall be transmitted to the Federation not less than 15 days prior to any proposed Governing Board action, and, upon request, District representatives shall meet and negotiate with Federation representatives.
- 17.8 In addition to other information to be provided under this Article, District management shall make reasonable efforts to provide authorized Federation representatives with access to all documents of public record that would assist the Federation in carrying forth its duties of representation and administration of this Agreement.
- 17.9 The District shall not implement any recommendation of any advisory committee in any manner that is inconsistent with the terms of this Agreement.
- 17.10 The Federation shall be entitled to 2.0 FTE released time per semester.
- 17.11 The Federation shall have the right to appoint a member to the following list of District and college committees
- 17.11.A. DISTRICT-WIDE COMMITTEES
- (1) District Chancellor's Consultation Council (DCCC)
 - (2) District Council on Administrative Services (DCAS)
 - (3) District Council on Human Resources (DCHR)
 - (4) District Council on Student Learning (DCSL)
 - (5) Sabbatical Leave

17.11.B. MOORPARK COLLEGE COMMITTEES

- (1) Fiscal Planning (Budget)
- (2) Student Success
- (3) Curriculum
- (4) Professional Development
- (5) Safety

7.11.C. OXNARD COLLEGE COMMITTEES

- (1) Campus Use and Development
- (2) Planning and Budget Development
- (3) Curriculum
- (4) Staff Development

17.11.D. VENTURA COLLEGE COMMITTEES

- (1) Curriculum Committee
- (2) Professional Development
- (3) Campus Resource Council
- (4) Facilities Oversight Group

- 18.1 Members of the Federation may submit to the District Payroll Office, on forms supplied by the Federation and approved by the District, requests for payroll deductions of Federation dues and for such other deductions as may have been approved by the District.
- 18.2 **Service Fee**
- 18.2.A. Any faculty member who is not a member of the Federation or who does not make application for membership within 30 days of the effective date of this Article or within 30 days of the commencement of assigned duties shall pay a service fee to the Federation. At any time a faculty member may become a Federation member by following the procedure set forth in Article 18.1 above.
- 18.2.B. The obligation to pay a service fee may be met by a monthly deduction from the faculty member's salary, by the faculty member's direct payment to the Federation using a method established by the Federation, or, if the faculty member is a religious objector, by complying with Articles 18.2 F. through 18.2 I.
- 18.2.C. If a faculty member does not make application for membership within the prescribed time, make arrangements with the Federation for direct payment of the service fee, or submit proof of payment to a charitable organization as provided herein below, the Federation has a responsibility to inform the faculty member of his/her contractual obligations. If after proper notice the faculty member does not comply with the provisions of this Article, then the Federation shall notify the District and supply the District with proof of notice to the faculty member. Upon receipt of such notice and proof, the District shall withhold the service fee from the faculty member's salary and submit such fee to the Federation as provided in Article 18.3 below.
- 18.2.D. The service fee shall equal an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the Federation and shall be used only for those purposes permitted by law.
- 18.2.E. Any faculty member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to the Regulations of the Public Employment Relations Board.
- 18.2.F. Notwithstanding the above, any faculty member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay a service fee.
- 18.2.G. However, any faculty member who qualifies as a religious objector as provided in Article 18.2 F. above, shall pay an amount equal to the service fee to one of the three following non-religious, non-labor organization charitable funds:
- (1) The AFT-VCCCD Scholarship Fund
 - (2) Clinicas del Camino Real
 - (3) A Ventura County Hospice
- 18.2.H. A faculty member paying an amount equal to the service fee to one of the organizations listed in Article 18.2 G shall submit proof of such payments each year to the Federation. If such proof is not submitted in a timely manner, then, upon receipt of notice and proof from the Federation, the District shall implement the provisions of Article 18.2 C.

- 18.2.I. It is recognized that the Federation, as exclusive representative of all faculty members, is required to represent all such faculty members fairly without regard to Federation membership or non-membership. However, any employee who holds religious objections pursuant to Article 18.2 F who requests the Federation to use the grievance procedure or arbitration procedure on his/her behalf shall pay the Federation for such representation. The Federation shall charge the faculty member for the reasonable cost of using such procedure.
- 18.2.J. The Federation agrees that it will indemnify and hold harmless the District from attorney's fees, costs, charges, fees, awards, and damages arising out of any matter commenced against the District due to compliance by the District with its obligations under this Article. The District agrees that, in consideration of the Federation's obligation hereunder, the District will notify the Federation in writing of any matter within seven days of service thereof upon the District. The District and the Federation shall both fully cooperate with each other on any matter commenced against the District. The Federation may, at its discretion, determine whether to defend, settle in whole or in part, or appeal the matter.

18.3 Remittance of Funds

- 18.3.A. Funds deducted on behalf of the Federation pursuant to this Article will be remitted to the Federation within five working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 18.3.B. The District will provide the Federation with a statement accompanying the remittance indicating the amount of the deductions during the preceding pay period and the amount to be remitted to the Federation.

ARTICLE 19
Effect of Agreement

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

to engage in such activity. The Federation recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all faculty members to do so. In the event of a strike, work stoppage, slow-down, (or other concerted activities intended to interfere with the operations of the District) by faculty members who are represented by the Federation, the Federation agrees in good faith to take all necessary steps to urge those employees to cease such action, even if such action was without the concern or sanction of the Federation. Nothing contained in this Article shall be construed to give any right of concerted action or to waive any legal rights otherwise available to either of the parties.

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

ARTICLE 21
Term

- 21.1 Except as otherwise provided in this Agreement, the terms of this Agreement shall be from November 13, 2007, until June 15, 2010.
- 21.2 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from Dec. 15, 2009, to Jan. 15, 2010, its written request to commence negotiations as well as its proposals for any modifications or alterations of the Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its proposals, and negotiations shall begin thereafter no later than March 1, 2010.

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

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