

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

***FACULTY BARGAINING UNIT***  
*Initial Proposal – October 10<sup>th</sup>, 2013*

**AGREEMENT**

**WITH**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**FOR THE PERIOD**

**JULY 1, 2013 THROUGH JUNE 30, 2016**

AGREEMENT  
BETWEEN THE BOARD OF TRUSTEES  
OF THE  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
AND THE  
AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,  
FACULTY

The following agreement has been reached by the designated representatives of the Board of Trustees and the AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO, Faculty Bargaining Unit, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective July 1, 2013 through June 30, 2016, unless otherwise specified herein.

\_\_\_\_\_  
Rich Grosch, President  
Board of Trustees  
San Diego Community College District

\_\_\_\_\_  
Jim Mahler, President  
American Federation of Teachers Guild  
Local 1931

Date: \_\_\_\_\_

Date: \_\_\_\_\_

AFT GUILD – ACADEMIC FACULTY AGREEMENT

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## ARTICLE I - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Diego Community College District ("Board") and the American Federation of Teachers Guild, Local 1931 (AFT) ("Guild"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## ARTICLE II - RECOGNITION

- 2.1 The District recognizes the American Federation of Teachers Guild, California Federation of Teachers, Local 1931, AFL-CIO, as the exclusive representative of all college faculty of the San Diego Community College District in accordance with the certification issued by the Public Employment Relations Board June 5, 1987, Case No. LA-D-120 pursuant to a Board-conducted secret ballot election. Additionally, the District recognizes the Guild as the exclusive representative of the counselors in Continuing Education in accordance with PERB Case No. LA-UM-649-E, PERB Decision No. 1445 (June 15, 2001) and all Continuing Education faculty pursuant to the sideletter agreement between the parties of May 6, 2009.

Included in this unit are all faculty assigned to either the college or continuing education program, including all temporary, contract, and regular faculty members, whether full or part-time, including those with classroom and non-classroom assignments.

Excluded from this unit are all military education personnel, management, supervisory, and confidential employees. All faculty serving in an assignment as an interim manager shall not be a member of the faculty bargaining unit for the duration of the interim assignment, and shall instead be bound by the terms and conditions of the collective bargaining agreement or handbook of the bargaining unit within which the interim assignment is located. Faculty serving in an interim assignment shall retain full rights without any loss in seniority upon returning to their regular faculty assignment.

### ARTICLE III – SAFETY

- 3.1 The Guild and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the faculty member.
- 3.2 Faculty members and Guild safety representatives shall report in writing any unsafe conditions that exist to the designated safety officer within the management staff of the program. The report should include recommendations for remedial steps to be taken.
- 3.3 The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination. The Business Services office at each campus shall send out an email each fall/spring semester identifying the campus safety officer and her/his contact information.
- 3.4 Faculty members shall not be required to work under conditions in which a clear and present danger to their health or safety exists, or under conditions which to a reasonable person are too hot or too cold to conduct meaningful instruction or provide student services. Unit members will be provided with appropriate safety equipment as needed to perform their job functions.
- 3.5 The District will pay the difference between the vision plan reimbursement and the cost for basic prescription safety glasses and frames excluding optional features for unit members whose job function requires safety glasses. The lenses and frame shall conform to the basic ANSI Z 87.1 requirements.
- 3.6 The District will reimburse up to one hundred and forty-five dollars (\$145.00) per unit member each fiscal year for unit members who are required to wear ANSI approved work-boots upon proof of purchase.
- 3.7 The parties agree to commence a collaborative training with the UCLA Labor Occupational Safety and Health Program with the goal of developing ergonomic and health and safety standards which shall become part of this Agreement.

## ARTICLE IV - GRIEVANCE

### 4.1 DEFINITIONS

- 4.1.1 A grievance is defined as an allegation that there has been a violation of the terms of this Agreement. The Guild or faculty member(s) may make such an allegation.
- 4.1.2 Days shall mean working days as specified in the academic calendar.
- 4.1.3 A grievance which involves a group or "class" of faculty members may be initiated at Step 2.

### 4.2 PROCEDURE

#### Step 1

A faculty member shall have the right and shall be required, as a condition of processing the grievance to Step 2 to meet with his/her immediate supervisor within fifteen (15) days after the grievance occurs to attempt to resolve the dispute.

#### Step 2

If the grievance is not resolved as a result of the meeting with the supervisor, the faculty member shall present the grievance in writing on a District grievance form within ten (10) days of the meeting with the supervisor or upon receipt of the supervisor's official response arising out of the meeting to the College/Continuing Education President who will provide a written decision within ten (10) days.

When the College/Continuing Education President determines that the remedy requested by the grievant is beyond campus authority to adjudicate, the President shall notify the grievant and forward the grievance form to the Vice Chancellor, Human Resources who will provide a written decision within ten (10) days of receipt of the grievance form.

#### Step 3

If the grievance is not resolved at Step 2, it may be appealed by the Guild within ten (10) days of receipt of the written decision from Step 2 by filing a written notice of appeal with the Vice Chancellor, Human Resources. The grievance shall be submitted to a neutral arbitrator to be jointly consecutively selected by the District and Guild from their agreed upon panel for arbitration. ~~Issues relating to matters of tenure, dismissal, or retroactive payments will be submitted for advisory arbitration.~~ All other issues will be submitted for binding arbitration.



The cost of the arbitration shall be shared equally. A Step 3 appeal may not be made by a grievant alone, but must be made on their behalf by the Guild except in matters involving the appeal of discipline.

In matters relating to the appeal of discipline, the unit member may request arbitration without the consent of the Guild. In such case the employee will bear all costs associated with such representation and ~~also the District will bear half the~~ full cost of the arbiter arbitrator and all hearing related costs.

#### 4.3 PROFESSIONAL MEDIATION OR EMPLOYEE ASSISTANCE PROGRAM SERVICES

When both parties at Step 2 determine that resolution of the grievance may be reached through the services of the Employee Assistance Program or the State Mediation and Conciliation Service, the time period in Step 2 and 3 will be extended to meet the time constraints of the mediator or counselor.

#### 4.4 ADDITIONAL DELINEATIONS

- 4.4.1 Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of AFT or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance.
- 4.4.2 During the course of any investigation of a properly-filed grievance, the District shall cooperate and furnish such public information as requested in accordance with this procedure.
- 4.4.3 A grievant may withdraw the grievance at any level. In any event, the withdrawal of a grievance shall not constitute a precedent which may affect any similar cases occurring thereafter.
- ~~4.4.4 The decision of the advisory arbiter shall stand unless reversed by the Board of Trustees within ninety (90) days.~~
- 4.4.5 If a grievant files any claim or appeal on the same matter through any process within or outside the District, the District and AFT shall not be required to process the same claim or appeal under this procedure.
- 4.4.6 Time limits may be extended by mutual agreement.
- 4.4.7 Failure of the District to act within the prescribed time limit will cause the matter to automatically proceed to the next step.
- 4.4.8 An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or

interruption of, the instructional program and related work activities of the grieving employee or staff.

4.4.9 The grievant shall have the right to be accompanied by ~~the~~ an AFT representative at each step.

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

## ARTICLE V - ADJUNCT FACULTY

### Implementation of Article V Effective Fall Semester, 1999

- 5.1 "Adjunct faculty" shall be used in this Agreement to mean temporary faculty as defined in California Education Code Section 87482.5. This definition shall also apply to tenured/tenure-track faculty who hold overload or other assignments outside of their regular contract assignment. Unless specifically stated to the contrary, the term "faculty" in Article V of this Agreement shall pertain to adjunct faculty.

Temporary assignments of adjunct faculty will be made by management (within the limitations of the procedures set forth below) and shall be compensated as outlined in Article VIII.

Except as delineated in this Agreement, adjunct faculty have no rights other than those provided in the California Education Code.

For the purpose of unemployment benefits eligibility, the parties agree that all part-time faculty assignments are temporary in nature contingent on enrollment, funding, and program changes, and that no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the part-time faculty member.

The District reserves the right of assignment.

### 5.2 COLLEGE ADJUNCT FACULTY ASSIGNMENTS

#### 5.2.1 Maximum Allowable FTEF

- 5.2.1.1 The District shall attempt to ensure, whenever practicable, that the annualized FTEF assignment for any adjunct faculty member does not exceed 67% (sixty-seven percent) during any one academic year.
- 5.2.1.2 All adjunct assignments of 60% (sixty percent) FTEF and below are subject to approval of the school/program dean. In exceptional cases, annualized FTEF assignments may exceed 60% (sixty percent) upon recommendation of the school/program dean and approval of the appropriate vice-president.
- 5.2.1.3 All adjunct faculty may substitute on a day-to-day basis in **classroom assignments** without any change in their employment status (i.e. day-to-day substitution will not increase their assigned FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise, when it is unclear when the original instructor of record will return. Classroom substitution cannot exceed more than ~~10 (ten)~~ twenty (20) working days per course assignment (CRN) during

any one (1) academic semester without an FTEF load value being attached to the substitute faculty member's assignment.

**Non-classroom** substitution must be within the total number of hours approved in the Tentative Assignment Offer (TAO) for the semester. Substitute hours cannot exceed the total number of hours provided in the TAO and must be included as part of the assigned FTEF for the semester.

5.2.1.4 Non-classroom faculty shall not be scheduled for an assignment of less than three (3) hours duration on any day they are scheduled to report to a site.

## 5.2.2 Priority of Assignment Status

5.2.2.1 An individual college adjunct faculty member's priority for assignment shall be determined by her/his total accumulated FTEF within a specific discipline, within the budgetary authority or control of each college. Only FTEF accumulated during the academic year and after January 23, 1995, will count toward this total. In cases where ties in priority of assignment need to be broken, the second criterion to be applied will be the adjunct faculty member's start date as a District employee. For adjunct faculty whose start date as a District employee was prior to January 23, 1995, her/his start date for purposes of determining her/his priority of assignment shall be January 23, 1995. In case a tie for priority of assignment still exists among adjunct faculty after the above two (2) criteria have been applied, the tie shall be broken by lot.

An individual continuing education adjunct faculty member's priority for assignment shall be determined by her/his total accumulated hours of service within the District. This priority will be applicable throughout all continuing education sites within the faculty member's current subject area (as defined by the Continuing Education catalog) and the faculty member's qualifications.

5.2.2.2 Substitute assignments will not ~~be part of~~ count toward the accumulated FTEF/hours for classroom faculty. Substitute assignments will ~~be part of~~ count toward the accumulated FTEF/hours for non-classroom faculty.

## 5.2.3 Eligibility for Priority of Assignment

5.2.3.1 Adjunct faculty who have completed six (6) semesters of service within a six (6) year period or subsequent to January 23, 1995, within a specific discipline at a particular college or within continuing education will become eligible to participate in the priority of assignment process in that discipline. Those adjunct faculty who are either current contract or

retired contract District employees are not eligible to participate in the priority of assignment process.

- 5.2.3.2 Two (2) semesters prior to becoming eligible to participate in the priority of assignment process for a particular discipline, the adjunct faculty member shall request, in writing, to meet with the appropriate manager and department/program chair and mutually determine which assignments within the discipline in which he/she holds priority of assignment rights. At a minimum, this list of assignments will include those assignments the adjunct faculty member holds at the time of the request. In the case where mutual agreement cannot be reached on additional assignments, the appropriate manager shall make the final determination. The final determination of the list of assignments must be made prior to the end of the semester during which the adjunct faculty member requests the above meeting. The list of assignments may subsequently be modified upon mutual agreement of the adjunct faculty member, appropriate manager, and department chair.

Upon ratification of this Agreement, all continuing education adjunct faculty who have accumulated one thousand five hundred (1,500) or more hours of District service shall automatically be given priority of assignment in the discipline(s) for which he/she is qualified. Subsequent to this ratification date, all other continuing education faculty must follow the request procedure delineated in 5.2.3.2 above.

- 5.2.3.3 Priority of assignment rights will not be granted to adjunct faculty who have not requested the above meeting with their appropriate manager. In cases where an adjunct faculty member requests the above meeting subsequent to the completion of five (5) semesters of service in the discipline, he/she shall become eligible to participate in the priority of assignment process effective two (2) semesters following the request. However, any accumulated FTEF or hours will apply only to the prior four (4) semesters.

#### 5.2.4 Determination of Additional Assignments

- 5.2.4.1 Prior to the beginning of each semester, after all tenured/tenure-track ~~contract~~, overload, and pro-rata assignments have been made based upon program needs, adjunct faculty who have qualified for priority of assignment rights will be contacted by the appropriate manager and advised of the availability of additional assignments from their approved list. The adjunct faculty member will be ~~allowed to select~~ offered additional assignments from within their list of approved assignments in the discipline for which they hold the priority of assignment right. These ~~selections~~ additional assignments will be made following the

adjunct faculty member's priority of assignment status as determined in 5.2.2 above.

These additional assignments may only be made from the pool of available adjunct assignments. Available adjunct assignments shall generally mean those assignments which have become available due to either growth or attrition of other faculty. Adjunct assignments which will NOT be considered as available include those assignments made available by adjunct faculty during a break in service as defined in Article 5.2.6 a) and 5.2.6 b) below, or tenured/tenure-track faculty on approved leave, reassigned time, or who have retired. Assignments made available due to retirement will become available if not filled by a new tenure-track hire within one (1) year.

5.2.4.2 Each semester, the appropriate manager may, at her/his option, exclude the greater of: ten percent (10%) of the total number of adjunct assignments (rounded to the nearest 0.20 FTEF) OR one (1) course section, OR eight (8) hours/week in a non-teaching area, from being selected by those adjunct faculty eligible for priority of assignments for the express purpose of hiring new adjunct faculty who have not previously held an assignment in the particular discipline during the past eighteen (18) months.

5.2.4.3 In the event that the above exclusion results in excluding all available adjunct assignments from selection by those adjunct faculty eligible for priority of assignments, a minimum of 0.20 FTEF must be made available, provided it was not the only 0.20 FTEF available.

## 5.2.5 Reductions

5.2.5.1 In the event the percentage of FTEF assignment of an adjunct faculty member who has qualified for priority of assignment rights must be reduced due to program needs, the affected faculty member shall have the right to maintain her/his current percentage of FTEF assignment. These faculty will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by an adjunct faculty member with less or no priority of assignment status. The affected adjunct faculty member ~~may then select~~ will then be offered an assignment within her/his approved list of assignments. The intended result of this selection shall be to displace the faculty member with the least priority of assignment.

5.2.5.2 For college faculty, in the event the above reduction must be made after the first day of instruction, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.

FTEF credit will accumulate for any assignment the adjunct faculty member holds as of the first day of instruction.

For continuing education faculty, this displacement can occur only within the faculty member's qualified subject area and only after the first four (4) weeks of the class.

#### 5.2.6 Break in Service

- 5.2.6.1 Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their accumulated FTEF/hours for a period of eighteen (18) months. Adjunct faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.
- 5.2.6.2 Adjunct faculty who decline all offered assignments will retain their accumulated FTEF/hours for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the Vice President. Adjunct faculty with priority assignment with District-paid benefits will have their benefits restored the first of the month following their return to service.
- 5.2.6.3 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Vice President, shall lose all priority of assignment rights and accumulated FTEF/hours within that discipline.
- 5.2.6.4 Adjunct faculty who retire from CALSTRS or CALPERS and who wish to continue teaching shall retain their Priority of Assignment rights and accumulated FTEF for two semesters following the faculty member's retirement date. (e.g., end of fall semester retirement date, Priority of Assignment extends to beginning of subsequent fall semester, end of spring semester retirement date, Priority of Assignment extends to beginning of subsequent spring semester.)

#### ~~5.2.7 Implementation~~

~~5.2.7.1 It is intended by the parties that as this priority assignment model is implemented, additions and reductions in assignments will be gradual and not displace currently assigned adjunct faculty. It is also intended that implementation will not result in changes in scheduling, availability, or assignment practices which would undermine the objectives of this program.~~

~~5.2.7.2 Because this model introduces many new concepts, it is agreed that:~~

- a. ~~disputes concerning the application of the process shall not be grievable for three (3) academic semesters following implementation;~~
- b. ~~disputes will be decided by the appropriate Vice President during this period.~~

#### 5.2.8 Grievability

~~Following the three (3) semester implementation period,~~ Grievances concerning Section 5.2 of this Agreement may only be filed by AFT Guild and shall be limited to an individual adjunct faculty member's allegations that Section 5.2 has been violated. The process for grievance shall be:

- 5.2.8.1 Initial determination by the appropriate dean/manager;
- 5.2.8.2 If the grievance is not resolved by the appropriate dean/manager, the adjunct faculty member will present the grievance in writing to the appropriate Vice President who will provide a written decision in ten (10) days;
- 5.2.8.3 If the grievance is not resolved by the Vice President, the grievance will be referred to a joint review committee comprised of three (3) Vice Presidents and three (3) representatives of AFT-Guild. A written decision shall be given to the adjunct faculty member in ten (10) days.
- 5.2.8.4 If the grievance is not resolved, it may be appealed by the Guild under the provisions of Article IV (4.2 and 4.3).

#### ~~5.2.9 Remedy~~

~~If the grievance is upheld no remedy will include retroactive pay or benefits.~~

#### 5.2.109 Termination

- 5.2.109.1 Adjunct faculty members who have not qualified for priority of assignment rights within a specific discipline within a college, shall have no re-employment rights within that discipline and may have their assignment terminated at any time. When the services of an adjunct faculty member are terminated for reasons other than lack of enrollment or availability of a suitable assignment, such faculty member shall receive a written statement of the reason for termination. Failure to receive such notice shall be grievable. However, the reason for such termination shall not be subject to the grievance process.



Nothing herein is intended to deny an individual his/her rights provided by law.

- 5.2.409.2 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline within a college, may have their assignment terminated at any time as a result of reasons which are delineated in the California Government Code, Education Code, Penal Code, District Policies and Procedures, and District Human Resources Manual. The reason(s) shall be provided in writing. Termination per this Section of the Article shall not be grievable.
- 5.2.409.3 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline within a college who receive an unsatisfactory evaluation (“needs development” is checked on the summary line of evaluation instrument) during any of her/his regularly scheduled evaluations (as defined in Article 15.2 of the Agreement) will be provided with a written plan of remediation which he/she will be expected to implement during her/his following semester of assignment. A subsequent evaluation will take place during this following semester of assignment, again following the procedure defined in Article 15.2 of the Agreement. If this subsequent evaluation is again unsatisfactory (as defined above), the adjunct faculty member shall not receive an assignment the following semester in the discipline within which he/she was evaluated. In addition, her/his total number of accumulated FTEF as an adjunct faculty member within this discipline of assignment shall be reduced to zero.

### 5.3 CONTINUING EDUCATION ADJUNCT FACULTY ASSIGNMENTS

#### 5.3.1 Adjunct Faculty

- ~~5.3.1.1 The District shall consider program needs, needs of the community, experience of the faculty and staff diversity including provisions of the Americans with Disabilities Act when making class assignments. All adjunct assignments are for a maximum period of one (1) semester.~~
- ~~5.3.1.2 When the services of an hourly rate faculty member are terminated for reasons other than lack of enrollment, such faculty member shall receive a written statement of the reason for termination. Failure to receive such notice shall be grievable. However, the reason for such termination shall not be subject to the grievance process. Nothing herein is intended to deny an individual his/her rights provided by law.~~
- 5.3.1.3~~1~~ No class shall be closed while a faculty member is using sick leave as defined under Article 9.1 (Sick Leave). Upon return from sick leave instructors will be employed with pay a maximum of two (2) weeks or

up to five (5) class sessions, whichever is less, during which time appropriate class size must be established in order for the assignment to be continued.

#### 5.3.1.4 Priority Rehire Program

~~5.3.1.4.1—Adjunct faculty who have accumulated a minimum of eight thousand (8,000) teaching/non-classroom hours, have twenty (20) academic semesters in which an assignment has been completed, have assignments at the sixty (60%) percent level or greater during four (4) of the last six (6) semesters prior to eligibility, shall be given priority for rehire over the hire of other adjunct faculty for an adjunct assignment in the Continuing Education program during the academic year for up to, but not exceeding, the sixty-seven percent (67%) limit. This priority will be applicable within the faculty member's current subject area (as defined by the Continuing Education catalog) and the faculty member's qualifications. A faculty member will qualify for the class if they: a) hold a California Community College Instructor Credential or b) hold a California Community College Certificate of Qualifications for Adult Classes for the class or c) meet the State Minimum qualifications for the class or d) have a minimum of a Bachelor's Degree or higher in the subject matter.~~

~~This priority will include the right to displace an adjunct faculty member who does not have priority rehire status. This displacement can occur only within the faculty member's subject area and only after the first four (4) weeks of the class.~~

~~5.3.1.4.2—The number of new priority rehires approved in any given academic year will not exceed ten percent (10%) of the existing total of current priority rehires. Of the new priority rehires, the assignment of them shall not cause any one mandated area/discipline to have more than a thirty percent (30%) increase, or a minimum of one, over the total number or priority rehires priority rehire status and are not assigned due to the maximum allowable percentage, will be placed on the succeeding year's priority rehire list in order of their approval date.~~

~~5.3.1.4.3—If the displacement opportunity is only available at a different timeframe (morning, afternoon, evening) or day the current class assignment will be continued for the balance of the~~

~~semester. The decision as to which adjunct faculty member will be displaced will be the right of management.~~

~~5.3.1.4.4 All faculty eligible for this priority rehire program will be considered equal in status. Termination of services in accordance with paragraph (b) above or a rating of “needs improvement” on the performance evaluation in accordance with the provisions of Article X Performance Evaluation, will disqualify the faculty member from further eligibility for this priority status. STRS retirees are not eligible for this program.~~

~~5.3.1.4.5 Faculty who believe they qualify for priority status must notify the appropriate manager at least six (6) weeks prior to the start of the semester. The manager will verify this information with Human Resources. Priority status will begin the semester following verification of eligibility.~~

~~5.3.1.4.6 Faculty who qualify for the priority rehire program may request leave from any portion of their assignment from the Vice President, Continuing Education for a period of up to one (1) academic year.~~

~~5.3.1.4.7 Priority rehire faculty, except those on leave under the provisions of Section 6) above, who elect not to accept their full rehire assignment for two (2) consecutive semesters will have their rehire priority permanently reduced to whatever percentage of a full-time assignment they had accepted for the second semester.~~

~~5.3.1.4.8 Any priority rehire faculty member who fails to maintain the Continuing Education Average ACS in a legitimately offered class for two (2) consecutive semesters or who declines an offer of a class, excluding summer, will have his/her priority rehire assignment reduced by that percentage. If AFT does not believe that a class has been legitimately offered they may appeal the decision to the Vice President of Continuing Education who will make the final decision. Among the factors must be considered in the decision is a) prior history of time b) relation to the other course offerings. Such a reduction in priority assignment shall not preclude additional non-priority assignments in the future.~~

~~Priority rehire faculty may request a transfer of their priority rehire status to a different site under the following procedure:~~

~~The faculty member will write a letter to the President of Continuing Education requesting a transfer from their present site to another specified site.~~

~~The President of Continuing Education will refer the matter to two (2) groups for consideration. One review group will be composed of the potential sending and receiving site managers and the site Instructional Leaders from the discipline. The second review group will be composed of the Vice President of Instruction, the President of the Academic Senate and the AFT President. Both groups should consider, but not be limited to, the instructor's qualifications and experience and the program needs of the two (2) sites.~~

~~After receiving the recommendations of the two (2) reviewing groups and their supporting evidence, the President will approve or deny the transfer. The President's decision will be final.~~

~~Requests for the transfer of priority rehire status must be made a minimum of forty five (45) work days prior to the start of a new semester.~~

### 5.3.2 Written Notice

Whenever possible, adjunct faculty shall be given written notice of their assignment fifteen (15) calendar days prior to the first class period. Such notice shall contain the class or subject, hour and day, and center.

### 5.3.3 Assignment of Adjunct Faculty

It shall continue to be the District's policy to utilize the experience of ~~hourly rate~~ adjunct faculty gained in prior service to the District when making class assignments. All adjunct assignments are for a maximum period of one (1) semester.

An adjunct instructor who believes that his/her class(es) have been inappropriately closed or recessed may ask his/her site dean for a review of this action. Instructors may ask for further review of the decision of the site dean by the President, Continuing Education.

### 5.3.4 Driving Distance

At the discretion of Management, employees shall be scheduled to minimize the amount of driving necessary to fulfill their work obligations.

### 5.3.5 Cancelled Classes

When enrollment drops below the required class size minimum and the class is cancelled, the names of the instructors of those class(es), and the subject areas they are qualified to teach, will be sent to all other continuing education sites within two (2) weeks of such cancellation. These instructors shall be considered prior to recommending the appointment of any new instructors at a given site.

### 5.4 WORK SPACE

Adjunct faculty shall be provided with the opportunity to utilize general common area office space on each campus in order to meet students and to prepare and store instructional materials. Effective Spring Semester 2007, as individual colleges and continuing education campuses expand and renovate existing facilities, they shall include adjunct faculty work areas in the formulation of their space allocation plans. Such work areas shall include at a minimum: a work station or table, a chair, a visitor's chair, nearby access to a phone, nearby access to a computer with full internet connectivity and District network access, including word processing and spreadsheet capabilities, and nearby access to a printer and scanner. Individual colleges shall consider adjunct faculty work areas in the formulation of their space allocation plans.

5.5 Adjunct faculty shall not be eligible for concurrent assignments in the college and the continuing education programs. Exceptions must be approved by the appropriate Vice President and the appropriate continuing education administrator.

5.6 ~~Effective Fall Semester 2006, a~~Adjunct faculty may be eligible for combination classroom and non-classroom assignments, subject to approval of the appropriate Vice President.

Counselors will not be categorically precluded from an assignment which includes a combination of counseling and instructing personal growth courses.

## ARTICLE VI - WORKING CONDITIONS

- 6.1 Complaints from faculty with regard to classroom noise, ventilation, water leakage, and other similar problems shall be reported to the campus business office. If problems are not resolved in a reasonable time, faculty shall report the problem to the Guild. The District and the Guild shall meet and confer in an attempt to resolve such problems.
- 6.2 Each tenured/tenure-track college faculty member shall be provided with properly maintained, lighted, ventilated, and individually secured office space which shall include:
- 6.2.1 A lockable door with key.
  - 6.2.2 One (1) desk with one (1) lockable drawer with key.
  - 6.2.3 One (1) desk chair.
  - 6.2.4 One (1) chair for visitors.
  - 6.2.5 One (1) lockable filing cabinet with key.
  - 6.2.6 Shelving for books.
  - 6.2.7 One (1) telephone with a separate line per faculty office including voice mail capabilities and a code to be used for placing long distance calls relating to District business.
  - 6.2.8 A computer (which may include a laptop or tablet) with email account meeting the current District standard, with full internet and District network access, including word processing and spreadsheet capabilities, connected or networked to a conveniently located printer, and nearby access to a scanner. Department chairs shall be provided a printer and any needed printing supplies in each individual department chair office.
  - 6.2.9 Tenured/Tenure-Track faculty shall have access to their assigned campus office/work spaces at any time.
- 6.3 Personal property which is brought to the work site by faculty is done so at the faculty member's own risk. The District shall not reimburse the faculty member for loss or damage to personal property. Management may not move the location of a faculty member's office space, nor her/his personal property without prior consultation with the affected faculty member, except in exceptional cases when the faculty member is not reasonably available.
- 6.4 A faculty lounge and cafeteria shall be maintained at City, ECC, Mesa, and Miramar. Each lounge and cafeteria shall be adequately furnished, properly maintained, quiet, and comfortable.
- 6.5 The District shall provide necessary support services and equipment to faculty members in the carrying out of their instructional assignments. Services and equipment shall be provided in such a manner as to permit maximum availability and reasonable convenience to all faculty members. Support equipment shall be maintained and repairs shall be made within a reasonable time period. Services and equipment shall include, but are not limited to, the following:

- 6.5.1 Sufficient secretarial and/or clerical assistance for each department,
  - 6.5.2 Audio-Visual equipment and media,
  - 6.5.3 Laboratory assistance for academic and occupational labs as determined by the appropriate manager,
  - 6.5.4 Duplicating services for all faculty performed in the shortest time possible, ~~but~~ usually not to take longer than one (1) working day, except during the periods two (2) weeks preceding or two (2) weeks following the first and last day of instruction of each academic semester,
  - 6.5.5 Emergency duplicating services sufficient to provide one (1) class set of materials on an on-demand basis,
  - 6.5.6 Access to: A personal computer, meeting the current District standard, with full internet and District network access, including word processing and spreadsheet capabilities, connected or networked to a conveniently located printer; typing equipment, a test scanner, ~~a ditto machine~~, a FAX machine, and scanner.
  - 6.5.7 Upon request of faculty who need assistance, unmanageable equipment shall be delivered to classrooms at City, ECC, Mesa, and Miramar.
  - 6.5.8 Mail service for intra-district and professionally-related materials at the faculty member's main worksite.
  - 6.5.9 A District email account, although faculty cannot be required to use the District email account as their primary email account. Faculty shall be allowed to forward emails from their District account to their personal email account. The District shall not restrict the lawfully permitted content of faculty emails, and may not access a faculty member's email account without the written authorization of the faculty member.
- 6.6 Each faculty member shall have access to parking at his/her worksite at City, ECC, Mesa, and Miramar. Parking spaces shall be provided for faculty with disabilities in accordance with the Americans with Disabilities Act. All necessary parking decals or stickers shall be provided by the District at no cost and shall identify faculty members as such. ~~Parking decals or stickers for adjunct faculty shall be supplied on an annual basis.~~ Parking decals and stickers for tenured/tenure-track faculty unit members shall be supplied for ~~two (2)~~ three (3) year periods, coinciding with the academic calendar. Replacement parking decals or stickers will be issued for a fee equal to the student parking fee, except in the case of documented theft of vehicle, damage to decal or sticker, or sale of vehicle.
- 6.7 Faculty shall attend all District meetings, functions, and activities which require the presence of the faculty member during their regularly scheduled on-campus workweek.
- 6.8 All classes shall be assigned to rooms and laboratories which can properly accommodate them and which are properly lighted, ventilated, equipped, and maintained.
- 6.9 When attendance is required at graduation ceremonies, the District shall furnish required academic attire at no cost to the faculty member.
- 6.10 In the event that the Administration orders the cancellation of a scheduled class meeting due to power failure, bomb threat, or other justified cause as determined by management,

adjunct faculty who report for duty and were not notified in advance of said cancellation shall be paid for one (1) hour reporting time.

- 6.11 Upon request, identification cards shall be issued to all faculty. The photo identification card shall be valid for three (3) academic years and shall be renewable.
- 6.12 The District shall continue its commitment to the concept and implementation of equal employment opportunities in the hiring and retention of faculty.
- 6.13 Faculty who fail to submit their grades by the appropriate deadline each semester shall have their subsequent pay warrants withheld until such delinquent grades are submitted.
- 6.14 Faculty shall submit their grades according to the following schedule:

**Summer, Spring, & Intersession**

If the semester/session end date is on a Friday or Saturday:

- The grade turn-in deadline will be the following Friday\*.

If the semester/session ends any other day of the week:

- The grade turn-in deadline will be 7 calendar days from the end date of the semester or session\*.

**Fall**

Primary term semester:

- Grades will be due the first Friday in January\*.

All other sessions with end dates prior to the winter break:

- The grade turn-in deadline will be 7 calendar days following the end of the session, provided the 7 calendar days falls before winter break. If not, grades for that session will be the first Friday in January\*.

\*If any of the above listed due dates falls on a holiday, grades will be due on the next work day.



## ARTICLE VII - WORK LOAD

The professional obligation of academic employees comprises both scheduled and non-scheduled activities. The Guild and the District recognize that it is part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. As part of this responsibility faculty are expected to play an important role in the recruitment and retention of students, campus and departmental governance, program review, accreditation, planning and mentoring. Faculty commitment to retention will be demonstrated by informing students that they are to talk with the instructor prior to dropping the course. Faculty are encouraged to include a statement to this effect ~~will be included~~ in their course syllabus. However, course syllabi content falls within the purview of the individual faculty member's academic freedom.

Tenured/tenure-track faculty who have less than a full-time contract are not eligible to work any additional assignments including substitution.

### 7.1 WORKDAY

#### 7.1.1 Work Site

Work site shall be defined as a college campus or any other place designated by management where instruction and/or services are performed.

#### 7.1.2 Teaching and Non-Teaching Faculty Members

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities which require the faculty member to be at an assigned work site or sites for no more than eight (8) consecutive clock hours on any day.

7.1.2.1 Exceptions must have the approval of the faculty member.

7.1.2.2 When a faculty member has assignments at several sites on the same day, travel time shall be considered part of the total workday.

7.1.3 If the approved academic calendar includes Instructional Improvement (flex) days then these days apply to all full semester teaching assignments. The flex days are "in lieu of instruction" and are designed for faculty to conduct staff, student and instructional improvement activities (Title 5).

7.1.4 The appropriate manager will notify each adjunct faculty member in writing at the time of hire of her/his flex obligation for the semester if applicable. The faculty member will acknowledge in writing receipt of this notice. If the adjunct faculty member's flex obligation has not been fulfilled and reported into the faculty flex system no later than the fifth (5<sup>th</sup>) working day before the end of each academic semester (independent project proposals need to be submitted for approval prior to the tenth (10<sup>th</sup>) working day before the end of each academic semester), the faculty member's final pay warrant will be adjusted to reflect the missing hours.

~~Contract~~ Tenured/tenure-track faculty must have reported into the faculty flex system as completed their annual flex obligation no later than the fifth (5<sup>th</sup>) working day before (independent project proposals need to be submitted for approval prior to the tenth (10<sup>th</sup>) working day before) the end of the Spring semester or the faculty member's final pay warrant will be adjusted to reflect the missing hours. ~~Contract~~ Tenured/tenure-track faculty may complete FLEX activities after the above listed deadline provided that they have received approval and reported into the system as "completed" these activities prior to the aforementioned deadline.

## 7.2 WORKWEEK

### 7.2.1 General

Instruction and other services shall be scheduled on Monday through Saturday. All faculty, teaching and non-teaching, shall be expected to work a minimum of forty (40) hours per week. Saturday assignments may be made only with the consent of the faculty member. ~~In exceptional circumstances, as mutually agreed, assignments which require instruction and/or services to be performed on Sunday may be made.~~

The parties agree to permit FIPT 160 - INTRO TO OCEAN LIFEGUARDING (3.0 Units) to be taught by faculty members on Sundays at Miramar College. This is a non-precedent setting exception to the restriction on teaching classes on Sunday as stated below. This exception is for teaching one or more sections of this course only.

Nothing in this agreement authorizes the teaching of any other class on Sundays within the District.

### 7.2.2 Teaching and Non-Teaching Faculty Member

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities up to five (5) days in each full week that is part of the officially adopted calendar and/or the period of that faculty member's contract, for a total of not more than forty (40) clock hours per full week. Faculty members may schedule meals using their professional judgment so as not to interfere with scheduled duties.

### 7.2.3 Substitute Assignments

All substitute assignments shall be made by the appropriate manager. Faculty who will miss any portion of their scheduled assignment shall notify the appropriate manager as soon as practical.

7.3 COLLEGE FACULTY GENERAL ASSIGNMENT/LOAD REQUIREMENT

Under the direction and supervision of management, tenured/tenure-track faculty shall maintain on-campus hours and off-campus hours in accordance with the specific assignment/load responsibilities set forth in 7.4 and 7.5 below. Tenured/tenure-track faculty teaching less than full time shall maintain on-campus and off-campus hours on a prorated basis.

7.4 COLLEGE FACULTY WORKLOAD REQUIREMENTS - TENURED/TENURE-TRACK TEACHING FACULTY

7.4.1 Teaching faculty shall maintain a workweek schedule totaling forty (40) hours per week, including a minimum of thirty (30) hours per week on campus. ~~Faculty members shall report their class assignments, office hours, and campus assigned hours on a program card (see Appendix V).~~ The teaching faculty member's schedule will include an office hour each day/evening that a class is taught. The Faculty Program Card shall be submitted and approved no later than two (2) weeks after the start of each semester. Unit members shall post outside of their office door and submit to their dean their teaching schedule and office hours no later than the end of the first week of their teaching assignment.

7.4.2 \*Teaching faculty shall be required to perform direct instructional activities and office hours at specific times and places as directed by or agreed to with an appropriate manager after consultation with the appropriate department or program chair (see table 7.4.4 below).

7.4.3 \*\*All tenured/tenure-track teaching faculty will perform "campus-assigned activities," as referenced in both the table 7.4.4 and text of this Section (7.4) of the Agreement. Those activities that are scheduled (as in the examples of program advisory board meetings, accreditation committee meetings, task-force meetings, and/or curriculum committee meetings), will be assigned at the discretion of management at specific times and places. Non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member.

7.4.4 The mandatory forty (40) hours per week shall be distributed as follows:

WEEKLY TEACHING FACULTY HOURS DISTRIBUTION\*

	<u>Activity</u>	<u>Instruction Hours*</u>	<u>Advisement Office Hrs*</u>	<u>Campus Assigned Activities**</u>	<u>Off-Campus Non-assigned Activities***</u>	<u>Total Hours</u>
<del>Arts and</del>	1. Lecture	15	5	10	10	40

Science	2. Non-Lecture	20	5	5-10	10-5	40
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- \* 1) Combination of assignments (lecture/laboratory) shall be prorated on the basis of the above, using the "Instruction Hours" shown as the divisor in the prorating formula.
- \* 2) The appropriate Manager shall determine the assignments or combinations of assignments.
- \* 3) Work experience supervision shall be assigned as a percentage of load with each student as of the census date counting as .008 FTEF and 125 students as of the census date counting as one full-time faculty load.
- \* 4) Minor variations necessitated by scheduling problems may be adjusted over the course of an academic year. In instances where the variants are greater than 0.04 FTEF and cannot be adjusted within the academic year, the negative/positive FTEF will be accumulated over succeeding semesters until the faculty member's cumulative negative/positive equals an extra class. If not resolved within a two (2) year period or by the time of retirement/resignation, the balance owed to the District will be deducted from the faculty member's payroll warrant. If there is a balance owed to the faculty member within this period, it will be included in the faculty member's payroll warrant.
- \* 5) Faculty hours scheduled in tutorial centers may be in lieu of office hours or campus assigned activities on a one for one basis.
- ~~\* 6) Faculty may elect to teach an additional three (3) unit class as part of their contract workload and shall have their campus assigned activities reduced by five (5) hours and their off-campus reduced five (5) hours.~~
- \* 6) When computing FTEF, the common standards of modern mathematics will be utilized, e.g.; 1/3 FTEF equals 0.3333.... (repeating decimal) such that three sections of 1/3 FTEF each, sum to 1.0 FTEF exactly.

\*\* Campus Assigned Activities

Campus-assigned activities, ~~when appropriate, are assigned by management, and may~~ include (but are not limited to) the following: student advisement, instructional and prerequisite advising, committee meetings, faculty senate activities, curriculum development and revision, departmental meetings, voluntary club sponsorship, program advisory board meetings, accreditation committee meetings, task-force meetings, curriculum committee meetings, or other projects as assigned by management. Faculty will be expected to serve on a minimum of one (1) District or College committee. Since tenured/ tenure-track faculty have on-site offices, they may conduct preparation for classes, grading papers, and recordkeeping in the office instead of at home; adjunct faculty do not have designated offices and these activities are conducted off-site.

\*\*\* Off-Campus Non-Assigned Activities

Teaching faculty off-campus activities may include student and non-student contact, preparation for teaching, District meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, professional development activities (including, but not limited to, research, projects, course work, conferences, and professional association service), and office paper work.

- 7.4.5 ~~Effective Fall Semester 2006, f~~Faculty members shall not be assigned online teaching assignments in excess of 0.67 FTEF unless exceptions are approved by the Vice President of Instruction.

The Vice President of Instruction shall send the AFT a written listing of said exceptions including the rationale for the exception, each semester. ~~for any exceptions made subsequent to April 1, 2006.~~

7.5 COLLEGE FACULTY WORKLOAD REQUIREMENTS - TENURED/TENURE-TRACK NON-CLASSROOM FACULTY

- 7.5.1 Non-classroom faculty shall maintain a workweek schedule totaling forty (40) hours per week. ~~Faculty members shall report their "on-campus assigned hours" on a program card (see Appendix V). The Faculty Program Card shall be submitted and approved no later than two (2) weeks after the start of each semester.~~

- 7.5.2 Non-classroom faculty shall be required to perform their assigned professional duties at specific times and places as directed by an appropriate manager after consultation with the appropriate department or program chair. Faculty will be expected to serve on a minimum of one (1) District or College committee.

- 7.5.3 It is also expected that all tenured/tenure-track non-classroom faculty will perform certain off-campus activities, as referenced below. Off-campus activities, as described below, are not specifically assigned by management.

- 7.5.4 In recognition of the importance of additional hours for off campus professional development activities, the mandatory forty (40) hours per week shall be distributed as follows ~~effective July 1, 1999~~:

Counselors, Librarians, Media Center/Tutorial Faculty, Nurses and Child Development Faculty – ~~35 (thirty five)~~ Thirty-three (33) hours assigned on campus and 5 (five) seven (7) hours off-campus for non-classroom activities. Five (5) hours per week of the thirty-three assigned on-campus hours shall be scheduled for faculty to conduct professional duties. Upon mutual agreement of the unit member and the appropriate manager, the assigned workweek may vary from thirty-three hours, provided the average length of the workweek throughout the semester remains thirty-three hours. Effective spring semester 2007, these

~~hours will be 34 (thirty four) and 6 (six), respectively. The parties agree that these changes are not precedent setting. Effective spring semester 2008, reduction in non-classroom assigned workweek from 34 to 33 hours. One new contract non-classroom faculty member, in addition to any already planned growth or retiree replacement positions, shall be hired at City, Mesa, and Miramar Colleges and Continuing Education (four [4] positions total).~~

~~Also effective July 1, 1999, a change in practice will be made so that adjunct faculty will be given priority in assignment for hours which result from the reduction of campus hours for tenured/tenure-track non-classroom faculty.~~

Non-classroom faculty's off campus-activities may include student and non-student contact, District meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, classroom preparation for faculty with teaching assignments, professional development activities (including, but not limited to, research, projects, course work, conferences, and professional association service), and office paper work. These activities may not be submitted for consideration for salary advancement under the terms of Article VIII, Sections A4.3 – A4.7 of this Agreement.

## 7.6 COLLEGE FACULTY CLASS SIZE AND CLASS CANCELLATIONS

Decisions regarding class size and class cancellation shall be made by the appropriate manager after consultation with the department chair. Class section capacities shall be established and set prior to enrollment as determined by the department following pedagogically sound limits. In circumstances in which the department chair concludes that the decision of the appropriate manager does not meet program needs, the chair may request further review by the Vice President.

~~Effective spring semester 2007, with respect to English 101, 105, and 205 courses classes, the District will implement maintain a class size limit of 25 (twenty-five). Effective spring semester 2008, the District will implement a class size of 25 (twenty-five) students for all English 105 and 205 courses.~~

## 7.7 WORK ASSIGNMENT FOR TENURED/TENURE-TRACK FACULTY

### 7.7.1 General

When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the professional training and experience of the faculty member, the classes to be taught, and the days and hours the classes assigned are to be scheduled. Resolution concerning schedule conflicts shall be made by the appropriate manager after consultation with the department chair and faculty member based on program needs.

Whenever possible permanent faculty shall be given written notice of their assignment thirty (30) calendar days prior to the first class period. Such notice shall contain the class or subject, hour and day, and location.

At the discretion of Management, employees shall be scheduled to minimize the amount of driving necessary to fulfill their work obligations.

#### 7.7.2 College Faculty Consecutive Class Assignments and Counseling Appointments

7.7.2.1 Consecutive lecture-discussion classes shall be limited to a maximum of two (2) class periods. Scheduled counseling appointments shall be limited to no more than three hours consecutively, and the counselor shall have a minimum of thirty (30) minutes following her/his scheduled start time before her/his first scheduled appointment.

7.7.2.2 Consecutive laboratory or lecture-laboratory classes shall be limited to a maximum of four (4) hours.

7.7.2.3 Subject to agreement between the faculty member and management, these ~~maximums~~ mentioned limits may be ~~increased~~ waived.

#### 7.7.3 College Faculty Number of Preparations Assigned

7.7.3.1 The assignment for a teaching faculty member shall be limited to a maximum of three (3) different preparations during any semester.

7.7.3.2 Subject to agreement between the faculty member and management, the number of preparations assigned may be increased. When this occurs the faculty member may be compensated by a reduced number of preparations during the following semester.

#### 7.7.4 Evening Assignment

7.7.4.1 Tenured/tenure-track faculty may be assigned duties during the evening hours.

7.7.4.2 When a faculty member is scheduled to work beyond the hour of 9:00 p.m. as part of the faculty member's regular contract assignment, no regular assignment will be made for the faculty member before 10:00 a.m. on the following day.

7.7.4.3 Subject to agreement between the faculty member and management, an assignment(s) may be made earlier than 10:00 a.m. the following day(s).

#### 7.7.5 Contract Percentage Increase

An increase in the percentage of an existing partial contract shall be achieved by a competitive process open to bargaining unit members with contracts less than the partial contract being offered in the specified discipline.

7.7.6 Minimum Daily Assignment for Non-Classroom Faculty

Non-classroom faculty shall not be scheduled for an assignment of less than three (3) hours duration on any day they are scheduled to report to a site.

7.8 CONTINUING EDUCATION FACULTY WORKWEEK

7.8.1 Workweek - Full-Time Instructors

Teaching: Twenty-five (25) hours in the classroom. Minor variations necessitated by scheduling problems will be adjusted over the course of two (2) academic years. If not adjusted by the time of retirement/resignation, the balance owed to the District will be deducted from the faculty member's final payroll warrant. If there is a balance owed to the faculty member at the time of retirement/resignation, it will be included in the faculty member's final payroll warrant.

Other Assignments: Five (5) hours per week ~~as assigned by management and documented as prescribed by Continuing Education procedures. Assigned activities~~ that may reasonably include student contact, District meetings, Continuing Education meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, ~~and or~~ professional development activities.

Preparation: Ten (10) hours per week on- or off-campus at the discretion of the instructor.

7.8.2 Workweek - Full-Time Non-Classroom as Assigned

All assignments shall be forty (40) hours per week. On campus/off campus hours shall be assigned by the dean after consultation with the faculty member. On/off campus activities may reasonably include student and non-student contact, District meetings, Continuing Education meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, classroom instructor contact, professional development activities, and office paper work.

7.8.3 Workweek - Partial Contract

Appropriate proportion of the regular full-time assignment based on contract percentage and documented as defined in 15.3.1.

7.8.4 Workweek – Adjunct



#### 7.8.4.1 Classroom

An hour's compensation for instructors shall be defined as equal to one (1) hour of classroom instruction. In addition, it is expected that an instructor will devote twenty (20) minutes per classroom hour in preparation, attending meetings, and other duties pertinent to the adjunct assignment. Such activities may be held either on or off campus.

#### 7.8.4.2 Non-classroom

Adjunct assignments shall be limited to sixty-seven percent (67%) or less of a full-time assignment during the academic year.

Although Continuing Education adjunct faculty may be assigned up to a sixty-seven percent (67%) load, such assignments remain the right of management.

7.8.5 Faculty who have been designated by the President to serve on District or State committees or panels may receive appropriate reassigned time at the discretion of the President.

### 7.9 BEGINNING AND ENDING OF CLASS

Teaching faculty members shall in all instances be at the assigned teaching station and be prepared to conduct instruction at the scheduled time for the beginning of each class. In the event a class is terminated before scheduled time of adjournment, written notice shall be given by the faculty member to management.

### 7.10 COLLEGE CLASSROOM FACULTY OFFICE HOURS

7.10.1 Faculty shall schedule their office hours to be convenient for their students and their own teaching schedules. Office hours may include virtual office hours conducted via email or other means of electronic communication.

7.10.2 Faculty may reschedule office hours when approved by management.

7.10.3 Faculty may cancel office hours scheduled at the time of faculty meetings or other assignments directed by management.

7.10.4 A faculty member may, when approved by management, either increase or decrease the number of scheduled office hours during registration and/or examination periods.

### 7.11 SUMMER AND INTERSESSION EMPLOYMENT

7.11.1 Bargaining unit members shall be eligible for summer session employment.

- 7.11.2 All summer session employment shall be temporary and shall be paid for at the hourly rate of pay (see Article VIII, Section B/C for details).
- 7.11.3 Intersession for teaching assignments is defined to be that period between the last day of the fall semester and the first day of spring classes.\* Intersession for non-classroom assignments is defined to be that period between the last day of the fall semester and the first day of the following spring semester.

Summer session for teaching assignments is defined to be that period between the last day of the spring semester and the first day of fall classes. Summer session for non-classroom assignments is defined to be that period between the last day of the spring semester and the first day of the following fall semester.

Intersession or summer assignments will not count towards academic year (fall/spring) workload calculations.

\*All references to dates are those noted in the academic calendar.

~~College adjunct teaching faculty who also teach at Continuing Education may not accept any college intersession or summer assignment which runs concurrently with the Continuing Education academic year.~~

7.11.4 Available Summer and Intersession (as defined in the Board approved academic calendar) college faculty assignments shall be offered in the following order:

- 1) Each tenured/tenure-track faculty member shall be offered not more than the greater of 0.35 FTEF or one section in her/his contract discipline, subject to the approval of the Dean;
- 2) Each adjunct faculty member with Priority of Assignment (POA) shall be offered not more than the greater of 0.35 FTEF or one section from among the available assignments in which he/she has POA, subject to the approval of the Dean. Assignments may also be offered in the same discipline for which he/she has earned POA, but not gained POA status for that particular assignment, provided the faculty member is qualified for the non-POA assignment as determined by the department chair/coordinator in consultation with the appropriate manager;
- 3) Each tenured/tenure-track faculty member may be offered a second assignment in her/his contract discipline, subject to the approval of the Dean;
- 4) Each adjunct faculty member with Priority of Assignment (POA) may be offered a second assignment from among the available assignments in which he/she has POA, subject to the approval of the Dean. Assignments may also be offered in the same discipline for which he/she has earned POA, but not gained POA status for that particular assignment, provided the faculty member is

qualified for the non-POA assignment as determined by the department chair/coordinator in consultation with the appropriate manager;

- 5) If there are still assignments available, they may go to any faculty member or new hire who meets minimum qualifications.

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

In no case shall any faculty member receive more than a 0.50 FTEF assignment during the summer session, and no more than a 0.35 FTEF assignment during intersession, unless a specific exception has been granted by the appropriate Vice-President.

## 7.12 COLLEGE FACULTY 11/12 MONTH FLEXIBLE ASSIGNMENTS

### 7.12.1—11/12 Month Flexible Assignments

~~7.12.1.1 The number of eleven (11) month flexible assignments made available to counselors or other faculty with non-classroom assignments at each campus will be determined by management. The eleven (11) month flexible assignment will consist of 194 duty days. Such special assignments will cover the period from July 1 to June 30 of each year, and will be finalized prior to the preceding May 1. The duration of these special assignments will be two (2) years. Compensation will be equivalent to eleven (11) of the faculty member's regular monthly pay warrants, as detailed in Article VIII, Section A of this Agreement.~~

~~7.12.1.2 Upon the expiration of a faculty member's eleven (11) month flexible two (2) year assignment period, he or she will have to reapply via the established campus selection procedures together with all other new applicants, provided such special assignments are still being offered. The selection procedures for these special assignments will be determined by management at each campus, in consultation with the Guild. Failure to receive an offer of a two (2) year eleven (11) month flexible assignment, whether it be a renewal or a new assignment, shall not be grievable.~~

~~7.12.1.3 Twelve (12) month flexible assignments will consist of 211 (two hundred eleven) duty days. Twelve month flexible assignments shall be subject to the same terms and conditions as 11-month flexible assignments (Sections 7.11.1 and 7.11.2) unless specifically modified by this Article. Compensation will be equivalent to twelve (12) of the faculty member's regular monthly pay warrants as detailed in Article VIII, Section A of this Agreement.~~

7.12.1 11 month assignments shall consist of (194 X 6.6 hours/day =) 1280.4 assigned hours per year, up to a maximum of 194 days. 12 month assignments shall

consist of (211 X 6.6 hours/day => 1392.6 assigned hours per year, up to a maximum of 211 days.

7.12.2 Such special assignments will cover the period from July 1 to June 30 of each year, and will be finalized prior to the preceding May 1.

### 7.13 DISTANCE EDUCATION

7.13.1 Expanding student access, not increasing productivity or enrollment, shall be the primary determining factor when a decision is made to schedule a distance education course. There will be no reduction in force of faculty (as defined in Article XXIII of this Agreement) as a result of the District's participation in distance education.

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

#### 7.13.3 Class Section Capacity

##### College Faculty

Class section capacity for distance education courses shall be established prior to the beginning of the enrollment period for each course and shall be governed by the provisions of Article VII, Section 7.6, above. The class size of a distance education course shall be computed by summing the total enrollment from all of the sites where the particular course is being received.

##### Continuing Education Faculty

Class section capacity for distance education courses shall be established prior to the beginning of the enrollment period for each course. The average class size of a distance education class will be that expected of any other class in continuing education.

7.13.4 The decision regarding whether or not to accept a distance education assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing a distance education assignment.

- 7.13.5 The District shall provide training, logistical, instructional, and technical support to faculty with distance education assignments.
- 7.13.6 Prior to the rebroadcast of a distance education course for which a faculty member provided the primary means of instruction, the District and the affected faculty member shall meet and negotiate the terms and conditions of the rebroadcast.

7.13.7 Compensation

College Faculty

A distance education assignment will count toward the faculty member's load as would the comparable regularly scheduled, traditionally delivered, course assignment.

Continuing Education Faculty

Compensation for a distance education class (and calculation of the class FTE) will be based on one of the following formulas:

- 7.13.7.1 If the class is totally "on-line" (designed and delivered over the internet via a web based program – webct, etc.) the compensation would be on a classroom basis with one hour of pay for every hour of synchronous instruction (live, real-time, interactive contact with students) and the FTE calculated only on the synchronous time.
- 7.13.7.2 If the class is not totally designed and delivered over the internet (a mixture of classroom time and non synchronous work with tapes, films, slides, written material, etc.) then the compensation (and FTE) would be calculated on a classroom basis with one hour of pay for every hour of synchronous instruction and on a non classroom basis with one hour of pay for every four hours of non-synchronous student work.
- ~~7.13.7.3 If state funding for distance education increases, the parties will reopen Section 7.13.7 Continuing Education as part of the bargaining process for that year.~~

7.13.8 Two-way Teleconferencing for Continuing Education Courses

- 7.13.8.1 ~~Contract~~ Tenured/tenure-track instructors assigned to teach two-way teleconferencing education courses shall have one (1) hour paid released time for every five (5) hours assigned classroom instruction. Adjunct instructors shall be paid one (1) additional classroom hour for every five (5) hours assigned classroom instruction. The

additional hour for both ~~contract~~ tenured/tenure-track and adjunct instructors is expected to be dedicated to the special preparation time required for such courses. ~~Contract~~ Tenured/tenure-track faculty cannot be assigned overload during these reassigned hours.

~~7.13.8.2~~ ~~If Continuing Education ceases to offer two-way teleconferencing education courses, this section of the agreement shall sunset the end of the academic year next following the year in which the courses cease.~~

#### ~~7.13.9~~ Average Class Size for Continuing Education

~~The budget for Continuing Education, including Partnership For Excellence Funds, which will determine Average Class Size (ACS) will be deliberated by the Board of Trustees during public session and provide for the comments/input of AFT before a final decision is made by the Board.~~

~~The process for determining the allocation of funds within Continuing Education and communicating of class size shall be accomplished through a shared governance process.~~

#### 7.14. Overload Banking

Overload Banking shall apply as follows:

7.14.1. Only full-time tenured faculty are eligible.

7.14.2. Unit members may bank a maximum of .40 FTEF per semester.

7.14.3. Unit members may reduce their load to the maximum of 1.0 FTEF in a semester only once every five (5) years. Overload assignments will not be allowed during the semester which the unit member is reducing her/his load.

7.14.4. Only summer, intersession, and overload assignments may be used to accumulate banking credit.

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

#### 7.15 Faculty Reassigned Time Review Committee

The Reassigned-Time Review Committee shall be considered a subcommittee of each college's and continuing education's Academic Senate. Each committee shall be comprised of six (6) representatives appointed by the Senate, with an effort made

to include at least one appointee from each School (college) or Program (Continuing Education). The Chairperson shall be designated by the committee. The committee shall review all proposed reassigned time District assignments that are not otherwise delineated in this Agreement, and shall make a determination regarding the load value of each proposed assignments.

Reassigned time allocations that have continued uninterrupted for a period of three years or more, as of one year following the date of ratification of this agreement, shall be deemed to become a permanent part of this Agreement and shall be incorporated as such in Appendix <tbd> unless said assignments are being funded from a temporary source of funds.

ARTICLE VIII - SALARY

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
TENURED/TENURE-TRACK COLLEGE FACULTY SALARY SCHEDULE

**SCHEDULE A**

January 1, 2010 – June 30, 2011

	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Arts Sci. See:	Minimum Qualifi- cations (A2.1.1)	45 units* after BA with MA (A2.1.2)	60 units* after BA with MA (A2.1.3)	75 units* after BA with MA (A2.1.4)	90 units* after BA with MA (A2.1.5)	Ph.D, Ed.D. or 105 units after BA with MA (A2.1.6)
Voc. Ed. See:	Minimum qualifi- cations (A2.2.1)	Comb. of units* and/or add'l related work experience which totals (A2.2.2)	Comb. of units* and/or add'l related work experience which totals 15 units. 30 units. (A2.2.3)	Comb. of units* and/or add'l related work experience which totals 45 units. (A2.2.4)	Comb. of units* and/or add'l related work experience which totals 60 units. (A2.2.5)	Bachelor's Degree and any comb. of units* and/or add'l rel. work exp. which totals 75 units. (A2.2.6)
<b>STEP</b>						
A	4,120	4,326	4,542	4,769	5,008	5,258
B	4,233	4,445	4,667	4,901	5,146	5,403
C	4,350	4,567	4,796	5,035	5,287	5,552
D	4,469	4,693	4,928	5,174	5,433	5,704
E	4,592	4,822	5,063	5,316	5,582	5,861
F	4,719	4,955	5,202	5,462	5,735	6,022
G	4,848	5,091	5,345	5,613	5,893	6,188
H	4,982	5,231	5,492	5,767	6,055	6,358
I	5,119	5,375	5,643	5,926	6,222	6,533
J	5,259	5,522	5,799	6,088	6,393	6,713
K	5,404	5,674	5,958	6,256	6,569	6,897
L	5,553	5,830	6,122	6,428	6,749	7,087
M	5,705	5,991	6,290	6,605	6,935	7,282
N	5,862	6,155	6,463	6,786	7,126	7,482
O	6,024	6,325	6,641	6,973	7,322	7,688
P	6,189	6,499	6,824	7,165	7,523	7,899
Q	6,359	6,677	7,011	7,362	7,730	8,116
R	6,534	6,861	7,204	7,564	7,942	8,340
S		7,050	7,402	7,772	8,161	8,569
T		7,243	7,606	7,986	8,385	8,805
U		7,443	7,815	8,206	8,616	9,047
V			8,030	8,431	8,853	9,295
W			8,251	8,663	9,096	9,551
X			8,477	8,901	9,346	9,814
Y					9,603	10,084
Z					9,699	10,184
Z1					9,893	10,388
Z2					10,091	10,596

NOTES: (1) The amounts shown in this salary schedule are monthly salary rates.  
(2) \* "Units" means semester units or equivalent quarter units.



Resource Allocation Formula Economic Improvements (COLA 4.26%) for College Faculty:

- Effective July 1, 2007:
  - ~~Contract~~ Tenured/tenure-track Faculty: Off-schedule payment equivalent to November base contract salary times 5, 5.5, or 6 (depending on annual assignment) times COLA (4.26%). To be paid in December.
  - Adjunct Faculty: Off-schedule payment equal to July – December earnings times COLA (4.26%). To be paid in February.
- Effective January 1, 2008:
  - Increased percentage between steps T and U, U and V, V and W, W and X, and X and Y from 1% to 2.75% on Schedule A.
  - Shade Step D on Salary Schedule A.
  - 3% across-the-board increase on adjunct/overload Salary Schedules B and C.
  - Additional allocation to Adjunct Office Hours Program.
  - Additional allocation to adjunct faculty family medical (Kaiser only), dental, and vision benefits.
  - Reduction in non-classroom assigned workweek from 34 to 33 hours.
  - 0.5 FTEF increase in AFT release time.
  - Change in Extended Service Unit (ESU) methodology for Athletics and Dance.

Effective July 1, 2008:

- Growth Funds in the amount of \$161,414 from the 2006-07 RAF for an additional allocation to adjunct faculty family medical (Kaiser only) dental, and vision benefits.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
CONTINUING EDUCATION ~~Contract~~ Tenured/tenure-track FACULTY

**SCHEDULE A-1**

January 1, 2008 – June 30, 2011

<u>Step</u>	<u>Class 1</u> Less than MA	<u>Class 2</u> BA + MA	<u>Class 3</u> 45 Units after BA + MA	<u>Class 4</u> 60 Units after BA + MA	<u>Class 5</u> 75 Units after BA + MA	<u>Class 6</u> 90 Units after BA + MA	<u>Class 7</u> Ph.D., Ed.D., or 105 units after BA with MA
A	3,654	3,887	4,139	4,407	4,693	5,000	5,223
B	3,774	4,012	4,266	4,623	4,823	5,119	5,345
C	3,909	4,142	4,392	4,664	4,953	5,252	5,473
D	4,045	4,277	4,532	4,804	5,086	5,393	5,614
E	4,190	4,426	4,676	4,947	5,236	5,533	5,753
F	4,343	4,580	4,825	5,093	5,387	5,686	5,905
G	4,494	4,731	4,984	5,247	5,541	5,843	6,063
H	4,662	4,898	5,148	5,413	5,700	6,003	6,227
I	4,827	5,065	5,311	5,586	5,873	6,175	6,396
J	5,004	5,239	5,490	5,755	6,048	6,352	6,570
K	5,185	5,423	5,672	5,935	6,228	6,533	6,752
L	5,377	5,611	5,858	6,128	6,418	6,719	6,942
M*	(5,527)	(5,763)	(6,020)	(6,298)	(6,595)	(6,903)	(7,134)
N**	(5,678)	(5,922)	(6,185)	(6,470)	(6,777)	(7,093)	(7,330)
O	5,783	5,992	6,210	6,435	6,671	6,913	7,165
P	5,992	6,210	6,435	6,671	6,913	7,165	7,426
Q	6,203	6,427	6,661	6,903	7,152	7,413	7,681
R	6,415	6,646	6,889	7,139	7,400	7,667	7,949
S	6,623	6,862	7,114	7,373	7,675	7,954	8,244
T	6,835	7,043	7,340	7,608	7,884	8,171	8,467
U*	(7,023)	(7,238)	(7,541)	(7,818)	(8,101)	(8,396)	(8,702)
V**	(7,215)	(7,437)	(7,749)	(8,032)	(8,323)	(8,627)	(8,942)

NOTE: Based on the market study survey, effective 1/1/07 all current unit members on steps A-C will be placed on Step D. All faculty hired will be placed on Step D or up to a maximum of Step G for initial placement, but shall not be able to move past Step N regardless of longevity in the District.

NOTE: Faculty are eligible for steps in parentheses as follows:

\* Two (2) years on the previous salary step and verification of “meets expectations” in the most recent evaluation.

\*\* 18 years of contract service and a satisfactory/meets expectations evaluation.

Resource Allocation Formula Economic Improvements (4.26% COLA) for Continuing Education Faculty:

- Effective July 1, 2007:
  - ~~Contract~~ Tenured/tenure-track faculty: Off-schedule payment equivalent to the November 2007 base salary times five (for 10 month faculty) times COLA (4.26%). To be paid in December.
  - Adjunct Faculty: Off-schedule payment equal to July – December earnings times COLA (4.26%). To be paid in February
- Effective January 1, 2008:
  - Movement of faculty on Step N.
  - Stipends for Program Chairs and Assistant Program Chairs.
  - Increased allocation for medical benefits for qualified adjunct faculty (effective Fall Semester 2008).
- Effective July 1, 2008:
  - Growth Funds in the amount of \$40,511 from the 2006-07 RAF for adjunct faculty Ancillary Activities.

## ARTICLE VIII - SALARY

The procedures set forth in this section of this Agreement regarding salary schedule placement and movement, and the granting or denial of tenure and/or promotion are intended by the Guild and the District to be applied in such a manner that they will avoid arbitrary and capricious recommendations and decisions.

### A1.0 APPLICABLE POSITIONS

College Faculty Salary Schedule rates apply to tenured and probationary faculty assigned to any of the District's college programs and counselors regardless of their assignment. Continuing Education Faculty Salary Schedule rates apply to tenured and probationary faculty assigned to any of the District's continuing education programs.

### A2.0 DEFINITION OF CLASSES

To be considered for salary placement purposes, academic degrees, units, and experience must be related to the field or discipline for adjunct and ~~contract~~ tenured/tenure-track faculty in which the faculty member is assigned. Academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be accepted only if a registrar of a regularly accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution. In addition, academic degrees and units earned from an institution prior to its accreditation may be considered for salary placement and advancement upon application for such credit, and only if such course work was either (1) completed during that institution's candidacy for accreditation, or (2) earned prior to candidacy, but has been certified by the institution as substantially equivalent in content and instruction as those offered under accreditation.

Accredited Institution of Higher Education means an institution of higher education in the United States, its territories, and the District of Columbia accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

Official transcripts are to be delivered directly from the institution to SDCCD/Human Resources. Work experience must be verified by: (1) previous employer; or (2) submission of tax returns; and/or (3) other related official documents relating to the assignment.

#### A2.1 Arts and Sciences College Faculty Description of Classes

A2.1.1 Class 1 Master's degree or equivalent foreign degree, in the discipline of the faculty member's assignment; OR, a master's degree

from an accredited institution, or equivalent foreign degree, in a discipline reasonably related<sup>1</sup> to the faculty member's assignment and a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment; OR, equivalent qualifications, as established by the Academic Senate.

- A2.1.2 Class 2 Minimum qualifications required for Class 1 placement with a total of 45 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.
- A2.1.3 Class 3 Minimum qualifications required for Class 1 placement with a total of 60 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.
- A2.1.4 Class 4 Minimum qualifications required for Class 1 placement with a total of 75 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.
- A2.1.5 Class 5 Minimum qualifications required for Class 1 placement with a total of 90 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.
- A2.1.6 Class 6 Earned Ph.D., Ed.D., OR minimum qualifications required for Class 1 placement with a total 105 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree; OR, a second master's which was approved by the appropriate College professional growth committee prior to June 30, 1989.

#### Minimum Qualifications for College Faculty Who Do Not Possess a Master's Degree

College Faculty hired for an assignment in which a master's degree is not generally expected or available shall possess the minimum qualifications of a bachelor's degree and two (2) years of professional experience, or an associate degree and six (6) years of professional experience.

Professional experience includes teaching (Title 5 Section 53410 (c)(1) and (2)) and unpaid (Title 5 Section 53404) verifiable work experience up to a maximum of that needed to meet minimum qualification. Unpaid experience must have

entailed responsibilities substantially similar to those of relevant paid positions in the field.

Occupational experience (non-teaching) will only be required in those sections of Title 5 that are specifically stated.

## A2.2 Arts and Sciences Continuing Education Faculty Description of Classes

- A2.2.1 Class 1 Less than a master's degree
- A2.2.2 Class 2 Master's degree or equivalent foreign degree, in the discipline of the faculty member's assignment; OR, a master's degree from an accredited institution, or equivalent foreign degree, in a discipline reasonably related<sup>1</sup> to the faculty member's assignment and a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment; OR, equivalent qualifications, as established by the Academic Senate.
- A2.2.3 Class 3 Master's degree with a total of 45 semester units (or equivalent quarter units) of approved<sup>2</sup> upper division or graduate work after the date of bachelor's degree
- A2.2.4 Class 4 Master's degree with a total of 60 semester units (or equivalent quarter units) of approved<sup>2</sup> upper division or graduate work after the date of bachelor's degree
- A2.2.5 Class 5 Master's degree with a total of 75 semester units (or equivalent quarter units) of approved<sup>2</sup> upper division or graduate work after the date of bachelor's degree
- A2.2.6 Class 6 Master's degree with a total of 90 semester units (or equivalent quarter units) of approved<sup>2</sup> upper division or graduate work after the date of bachelor's degree
- A2.2.7 Class 7 Earned doctorate - Ph.D., Ed.D., or other earned degree of equivalent academic status from an accredited institution; or 105 units (or equivalent quarter units) of approved<sup>2</sup> upper division or graduate work after the date of bachelor's degree with a Master's Degree.

## A2.3 College Vocational Faculty

- A2.3.1 Class 1 Associate degree in the discipline of the teaching assignment or in a discipline reasonably related<sup>1</sup> to the teaching assignment plus any combination of approved semester units

(or equivalent quarter units) and/or other professional experience that totals six (6) years plus appropriate certification to practice or licensure; OR Bachelor's degree in the discipline of the teaching assignment or in a discipline reasonably related<sup>1</sup> to the teaching assignment plus any combination of approved semester units (or equivalent quarter units) and/or other professional experience that totals two (2) years plus appropriate certification to practice or licensure; OR, equivalent qualifications, as established by hiring committees in accordance with Board policy.

- A2.3.2 Class 2 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty met the qualifications required for Class 1 placement which totals fifteen (15) units.<sup>4</sup>
- A2.3.3 Class 3 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty met the qualifications required for Class 1 placement which totals thirty (30) units.<sup>4</sup>
- A2.3.4 Class 4 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty member met the qualifications required for Class 1 placement which totals forty-five (45) units.<sup>4</sup>
- A2.3.5 Class 5 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty member met the qualifications required for Class 1 placement which totals sixty (60) units.<sup>4</sup>
- A2.3.6 Class 6 Bachelor's degree and eight (8) years of approved<sup>3</sup> additional related work experience after the date the faculty met the qualifications required for Class 1 placement.

### A3.0 INITIAL SALARY STEP PLACEMENT

Initial salary placement of newly employed faculty shall be on the first step of the class. Faculty with advanced course work and/or other creditable experience shall be moved to the appropriate class and step, effective the first of the month following receipt of official transcripts, the required verifications, and acceptance by Human Resources. Verifications from ~~contract~~ tenured/tenure-track faculty submitted no later than 120 (one

hundred twenty) calendar days from the date of employment will be eligible for retroactive salary placement. All other verifications will be effective the first of the month following submission to Human Resources. Credit for teaching experience for all faculty shall be calculated from Step A.

Upper division or graduate work completed prior to the granting of the baccalaureate degree shall be credited in the same manner as work taken after the baccalaureate degree, provided that the registrar of the college granting the baccalaureate degree certifies that: (a) the requirements for the baccalaureate degree had been met prior to the start of such additional work; or (b) such additional work was not part of the requirements for the granting of the baccalaureate degree. Section (b) shall apply only to upper division and graduate work taken during the last semester, quarter, trimester, or summer term in which course work was also taken to meet baccalaureate degree requirements.

Any excess teaching experience (for tenure-track faculty only) or paid professional experience beyond that needed to meet minimum qualifications may be used for additional initial salary placement purposes following the salary placement rules in effect in the collective bargaining agreement. For tenure-track faculty only, additional teaching experience beyond that needed to meet minimum qualifications will be utilized for step placement up to a maximum of Step G.

A3.1 Credit for Teaching Experience Outside of the San Diego Community College District -- A maximum of six (6) years prior teaching experience outside the San Diego Community College District shall be credited up to the maximum step of G in the appropriate class of the salary schedule, provided such experience has been in a regionally accredited high school or institution of higher education. Teaching experience which is less than one (1) month in duration, shall not be credited for placement on the salary schedule. Substitute teaching outside this College District is credited only if full-time, continuous, and at least one (1) month in duration.

For College faculty only, each ninety (90) hours of hourly teaching outside this College District shall be credited as one (1) calendar month of teaching experience for salary placement.

For Continuing Education faculty only, adjunct teaching outside this College District shall not be credited for salary placement.

A3.2 Credit for Teaching Experience in the San Diego Community College District -- All teaching experience in the San Diego Community College District prior to employment by contract shall be credited on the appropriate class of the salary schedule, subject to the limitations of A3.4 below. Twenty (20) full days of substitute teaching shall be the equivalent of one month's service; ninety (90) hours shall be credited as one calendar month. Faculty who have had service with the San Diego Community College District and are reemployed shall be allowed full credit for experience acquired outside the District up to the maximum



allowable. This shall be in addition to credit allowed on the salary schedule for creditable prior service with the San Diego Community College District, subject to the limitations of A3.4 below.

- A3.3 Credit for Related Experience Other Than Teaching – For faculty with a teaching assignment, credit for approved non-teaching experience is granted on a half credit basis provided such related experience is in a field corresponding to the teaching assignment. Such experience must have been continuous, at least three (3) months' duration, and the exact dates must be verified. If the work has not been full-time, it will be credited in the same proportionate amount; however, no credit will be granted for experience which is less than 1/2 time, nor experience which consists of work during the summer.

Counselors, librarians, nurses, and other non-classroom faculty shall receive full credit for directly related and verified faculty experience in an academic environment. Verification of the experience is the responsibility of the new staff member if it is to be used for determination of placement on the salary schedule. Related experience credit is allowed only on an original placement and is not subject to review in the event of a change in the faculty member's assignment.

- A3.4 Total Credit -- Total credit allowed for prior teaching and related experience in an academic environment shall not result in placement beyond Step G of the salary schedule. All experience (teaching or related) shall be verified by official documents or statements from employers before experience credit shall be allowed. A maximum of ten (10) months' credit shall be granted within any twelve-month period. In evaluating prior experience there must be a minimum of 7-1/2 months of creditable service in order to be granted a full year of experience for salary purposes.

NOTE: The above credits are allowed only in original placement on the salary schedule and are not subject to later review, unless such review is specifically provided for under the terms of this Agreement.

Adjunct Continuing Education faculty who are teaching at sixty percent (60%) during the current or preceding semester and receive a sixty percent (60%) contract on or after January 1, 1998, will be placed on a step beyond Step G if the regular placement results in a decrease in the annualized academic year income. (Annualized academic year income is computed by taking current adjunct hourly pay rate and multiplying by 525. This figure will be compared to the proposed contract regular placement step. If the annualized hourly income exceeds the regular placement step, the faculty member will be placed on whatever step next equals or exceeds the hourly annualized income.)

- A3.5 Vocational Faculty

College Vocational Faculty -- Vocational faculty with earned master's degrees at the time of initial contract employment may elect to be rated under either

vocational rules or the rules for arts and science faculty. The salary regulations for vocational faculty shall apply to those designated as vocational faculty at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational faculty member shall be reserved for those faculty selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

Continuing Education Vocational Instructors -- Initial placement on the salary schedule will be on Class 1 and will be related, in general, to the prevailing community salary rates for the occupational field in which the vocational instructor is required to have had experience. The prevailing community rate will be determined by Human Resources through a survey of actual salaries paid in the San Diego metropolitan area. The vocational instructor will then be placed on the step of Class 1 which will provide a monthly salary rate reasonably comparable to the prevailing monthly community salary rate. Vocational instructors with earned master's degrees at the time of initial contract employment may elect to be rated under either these rules or the rules for arts and science instructors.

Initial salary class placement and subsequent salary class advancement shall be predicated on the academic preparation of the vocational instructor at the time of first contract employment with the District. All course work must be after the date of first contract employment except for vocational instructors with master's degrees at the time of initial contract employment.

A3.6 Calculation of Salary for Faculty Serving Less Than a Full School Year -- A divisor will be used in calculating salaries for tenured/tenure-track faculty serving less than a full college year. For 10-month faculty, this divisor shall be 175; for 11-month faculty, 194; for 12-month faculty, 211.

#### A4.0 SALARY STEP AND CLASS MOVEMENT

Effective July 1, 2011:

For unit members hired from January 1 through June 30 on an 11 or 12 month contract their first step increment will be the following January 1. For unit members hired from January 1 through June 30 on a 10 month contract their first step increment will be the following February 1.

For unit members hired from July 1 through December 31 on an 11 or 12 month contract their first step increment will be on January 1 after completing one (1) full year of service. For unit members hired from July 1 through December 31 on a 10 month contract their first step increment will be on February 1 after completing one (1) full year of service.

Subsequent step movements will occur on January 1 for 11 and 12 month contract unit members and will occur February 1 for 10 month contract unit members.

A4.1 College Faculty Step Increments - - All faculty will advance one step on their annual anniversary date. Those faculty whose most recent evaluation is less than satisfactory will be frozen at their current step, subject to the terms of Article XV, Section 15.11.5.

A4.2 Continuing Education ~~Contract~~ Tenured/tenure-track Faculty Step Increments -- An instructor may be granted one (1) increment for each year of satisfactory teaching service, up to the maximum salary of the rank, provided his/her most recent evaluation is satisfactory. A year shall be defined as service for 132 (one hundred thirty-two) or more working days. Step increments are computed on the basis of academic year only; i.e., September through June.

A4.3 Educational Plans -- Each faculty member desiring to take college/university course work or participate in work experience and/or undertake any scholarly or creative works for salary class advancement purposes shall submit a Professional Development Proposal to the College Professional Development committee through the appropriate department chair and manager for approval outlining the objectives of his/her proposed plan, the types of course work, degrees, or credentials sought, and the institution from which the work will be taken or in which work experience will be gained. Faculty are not required to receive prior approval before completing work for salary advancement (except as required by the Vice-President as denoted in sections A4.3.1 and 4.5), but are encouraged to receive prior approval to ensure that their efforts will qualify.

A4.3.1 For all faculty, units must be approved by the appropriate College or Continuing Education Professional Development Committee and must be related to the faculty member's ~~area of assignment~~ faculty service area (FSA). Coursework not directly related to the faculty member's ~~assignment area~~ FSA but related to meeting the minimum qualifications of another discipline or ~~faculty service area~~ FSA may also be approved by the appropriate College or Continuing Education Professional Development Committee provided pre-approval is obtained from the appropriate Vice-President.

A4.4 Transfer from Lower to Higher Class -- Salary Class Advancement -- When a faculty member has qualified for advancement to a higher class, has submitted the required forms and verification (professional development plan, any revisions, report of completion, work experience or workshop verification, official transcripts and appropriate signatures) through the campus process to Human Resources and these documents have been accepted by Human Resources, the faculty member shall be transferred to the corresponding step of the new class.

College Faculty members who have all required documents received in Human Resources by the last work day in September shall be transferred effective

October 1<sup>st</sup>; those who have all required documents received in Human Resources by the last working day in October shall be transferred effective November 1<sup>st</sup>; those who have all required documents received in Human Resources by the last working day in February shall be transferred effective March 1<sup>st</sup>; those who have all required documents received in Human Resources by the last working day in April shall be transferred effective May 1<sup>st</sup> each year.

Continuing Education Faculty who have qualified with advanced course work and/or other creditable experience (e.g. scholarly and creative works) shall be moved to the appropriate class and step effective the first of the month following submission of the required forms and verification to Human Resources.

- A4.5 Course Work Acceptable for Salary Class Advancement -- Credits shall be allowed from upper division or graduate courses in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in armed forces will be allowed only when verified by official transcripts issued from regularly accredited training institutions or industry certified agencies. Course work taken to satisfy the Instructional Improvement (flex) obligation may also be used for salary advancement. For all purposes of salary advancement as a result of taking a course, a passing grade for that course to count for salary advancement shall mean a grade of "C" or above.

A4.5.1 For College Faculty Only

Effective July 1, 2003, the greater of six (6) lower division units or two (2) courses may be allowed upper division credit (toward one class movement only) for purposes of transfer to a higher classification, provided that all of the following requirements are met:

- A4.5.1.1 That such lower division work is taken subsequent to employment by the San Diego Community College District in a faculty position. Course work taken subsequent to July 1, 1989, is creditable for Schedule D faculty who moved to Schedule A.
- A4.5.1.2 That such courses are approved by the appropriate campus committee and the appropriate dean for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.
- A4.5.1.3 That all such lower division work must be taken at some institution other than one of the San Diego community colleges.

EXCEPTIONS:

- Vocational faculty enrolled in programs leading toward an associate's or bachelor's degree in a field or discipline in which the faculty member is assigned may receive salary credit for all lower division courses from any accredited institution provided written approval is obtained from the faculty member's college Vice-President and campus Professional Development Committee prior to enrollment.
- Lower division courses in disciplines other than foreign languages, labor studies, or computer-related technologies may be taken within the San Diego Community College District provided written, prior approval is obtained from the appropriate Vice-President.
- ~~Effective July 1, 2003, e~~Courses taken in the fields of foreign languages, labor studies, or computer-related technologies may be taken within the San Diego Community College District.
- Effective January 1, 2007, in addition to the six (6) lower division units or two (2) courses provided above, a faculty member will be allowed up to six (6) additional lower division units or two (2) additional courses taken after January 1, 2007, in the disciplines of foreign language, labor studies, or computer related technologies.

#### A4.5.2 For Continuing Education Faculty Only

Lower division courses may be allowed upper division credit for purpose of transfer to a higher classification, provided that all of the following requirements are met:

- A4.5.2.1 That such lower division work is taken subsequent to employment by the San Diego Community College District in a position requiring certification.
- A4.5.2.2 That such courses are approved for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.
- A4.5.2.3 That all such lower division work must be taken at some institution other than one of the San Diego Community College District colleges.

#### EXCEPTIONS:

- Credit courses that have received prior approval by the Professional Development Committee may be taken for salary advancement.
- ~~Contract~~ Tenured/tenure-track vocational instructors enrolled in programs leading toward the associate of arts or science degree may receive salary credit for lower division courses taken in a San Diego Community College, provided the courses are part of the program of courses leading to the associate of arts or science degree, and that written approval is obtained from the President, Continuing Education and Human Resources prior to enrollment.

A4.5.2.4 Credit shall not be allowed for a repeated course. Courses are considered duplicate courses even if they are taken at different schools under different instructors as long as they have similar titles.

A4.5.3 Credit may be allowed for a repeated course provided at least five (5) years have elapsed between the completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different schools under different faculty even though the course titles may be similar.

A4.5.4 For purposes of salary reclassification, the total number of semester units shown on official transcripts will be rounded to the next larger whole semester only if the fraction is 1/2 or larger; e.g., 29-1/2 semester units will be counted as 30 semester units.

A4.5.5 Professional development activities (e.g.; conferences, workshops, scholarly & creative works) submitted for salary advancement must be completed on the faculty member's own time.

College Faculty: Thirty (30) hours of conferences/workshops/ seminars equals one (1) semester unit. Fifteen (15) hours as a presenter at a conference/workshop/ seminar equals one (1) semester unit. See Section A4.7 for unit equivalencies for scholarly and creative works.

Continuing Education Faculty: Follow past practice of Continuing Education Professional Policies and Review Committee last revised on 2/27/06.

A4.6 Salary Credit for Work Experience or Internship Outside the Academic Year -- A maximum of eight (8) units (thirty (30) hours of work experience/internship equals one (1) semester unit) of salary credit, shall be allowed for approved work

experience or internship during a faculty member's advancement across the salary schedule, provided (a) the employment is directly related to the fields in which the faculty member is rendering service; or (b) the work is of such nature as to provide a substantial increase in the faculty member's skill in or knowledge or understanding of his/her work. Evaluation of the work experience performed and salary credit will be credited to the faculty member effective October 1<sup>st</sup>, November 1<sup>st</sup>, March 1<sup>st</sup>, and May 1<sup>st</sup> of each year following such evaluation. Documents must be received in Human Resources no later than the last working day in September for the October 1<sup>st</sup> effective date, no later than the last working day in October for the November 1<sup>st</sup> effective date, no later than the last working day in February for the March 1<sup>st</sup> effective date, and no later than the last working day in April for the May 1<sup>st</sup> effective date, each year. Additional information, applications, and verification forms are available in Human Resources.

Continuing Education Faculty: Follow past practice of Continuing Education Professional Policies and Review Committee.

A4.7 Scholarly and Creative Works -- Credits for salary class advancement may also be earned through scholarly works and creative endeavors. (Continuing Education Faculty require pre-approval for Scholarly and Creative Works salary credit.)

A4.7.1 Semester unit credit equivalencies of between one (1) and seven-and-one-half (7.5) units may be granted if the following criteria are met:

A4.7.1.1 The work has been validated by a reputable agency/professional source/public exhibit. Examples of reputable validation include but are not limited to: Professional organization/guild; publisher with an editorial board or another juried process of selection; juried show; purchase of the product by industry; patent; public performance or exhibition; award by a professional organization; and,

A4.7.1.2 The work promotes excellence in the classroom and/or the instructional support area; and,

A4.7.1.3 The work has not been compensated already by the District (sabbaticals are not considered compensation); and,

A4.7.1.4 The work is reasonably related to the faculty member's discipline/FSA(s); and,

A4.7.1.5 The work accomplishes one of the following:

- It advances the field of study; or
- It makes a contribution to the discipline; or,
- It demonstrates originality and/or innovation; or,
- It brings recognition to the District.

A4.7.2 The work must be performed on the faculty member's own time, not on a District assignment, and not using District equipment or supplies, facilities, or personnel, and must directly contribute to the instructional programs.

A4.7.3 The awarding of units for scholarly and creative works is limited to projects which have the approval of the appropriate Department Chair, manager and the College Professional Development Committee. Quality is to be assured by both reputable validation (as described in A4.7.1(a) above) and the Committee's judgment reached either with or without review by Committee-designated experts. Work which the Committee considers to be of insufficient quality shall be rejected.

Rejection may be appealed by the faculty member to the Committee on Academic Personnel (CAP). CAP will review the action and the statements of all appropriate parties, and shall make a recommendation to the Chancellor who shall make the final determination.

A4.7.4 The following examples of work and the possible range of units awarded for it are not intended to supplant the judgment of the appropriate College Professional Development Committee but are to serve only as guidelines. The unit range guidelines are quantity-based. Within each unit range, the exact determination of credit to be awarded will be based upon the College Professional Development Committee's judgment of the **quality** of the work:

A4.7.4.1 One (1) to seven-and-one-half (7-1/2) units: Novel, biography, extensive textbook, symphony, one-person art/craft exhibition, product design, performing arts production, or other similar works;

A4.7.4.2 One (1) to four (4) units: Professional paper, article, short story, song, placing in a juried art/craft exhibition, other exhibition, training or faculty member's manual, software program, or similar works.

Faculty members may challenge the College Professional Development Committee (PDC) on the number of units awarded by appealing to the Committee on Academic Personnel (CAP). The CAP will review the PDC's award and rationale, and will review a written challenge by the faculty applicant. CAP then will make a recommendation to the Chancellor who shall make the final determination.



A4.7.5 Other examples of appropriate scholarly and creative works include but are not limited to:

A4.7.5.1 Consultancy to other educational institutions, lectures to professional organizations on topics reasonably related to one's assigned field;

A4.7.5.2 Publication of printed or web published manuals, textbooks, articles, books of critical studies/essays, formal papers;

A4.7.5.3 Fiction/non-fiction plays, poems, screenplays, teleplays, chapbooks, reviews, anthologies, annotation of a text, indexes, atlases;

A4.7.5.4 Song, instrumentals, octavo choral work, chamber ensemble work for chorus, orchestra or band, work for an orchestra, symphony, oratorio, opera, musical;

A4.7.5.5 Films, theater or media activities;

A4.7.5.6 Exhibits of arts or crafts (examples may include painting, sculpture, photography, ceramics);

A4.7.5.7 Creation of models, mock-ups, or simulations;

A4.7.5.8 Creation of a product or process for increasing production efficiency in industry or business.

NOTE: Some of the activities in 4.7.4 are an integral part of the faculty member's assignment and will be considered under professional development only in extraordinary circumstances, as determined by the appropriate College Professional Development Committee.

A4.7.6 A maximum of seven and one half (7-1/2) units of creative and scholarly works may be applied toward each salary class advancement.

#### A4.8 VOCATIONAL INSTRUCTORS

The salary regulations for vocational instructors shall apply to those designated as vocational instructors at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational instructor shall be reserved for those instructors selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

A4.8.1 Class Advancement for Vocational Instructors (Prior to Spring 2000)

PREPARATION LEVEL AT TIME OF FIRST EMPLOYMENT

	Less Than Bachelor's Degree	Bachelor's Degree	Master's Degree
<u>Requirements for Advancement to Next Class</u>			
To Class 2	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours
To Class 3	1. 30 approved sem. hours	1. 30 approved sem. hours	1. 30 approved sem. hours
<u>Adjunct Classroom Maximum</u>			
To Class 4	1. 45 approved sem. hours and AS/AA degree, or 2. 60 approved sem. hours <b>a</b>	1. 45 approved sem. hours	1. 45 approved sem. hours
To Class 5	1. 60 approved sem. hours and bachelor's degree, or 2. 90 approved sem. hours <b>b</b>	1. 60 approved sem. hours and master's degree, or 2. 90 approved sem. hours <b>b</b>	1. 60 approved sem. hours
To Class 6	1. 75 approved sem. hours and bachelor's degree, or 2. 120 approved sem. hours <b>c</b>	1. 75 approved sem. hours and master's degree, or 2. 120 approved sem. hours <b>c</b>	1. 75 approved sem. hours
<u>Adjunct Non-Classroom Maximum</u>			
To Class 7	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree	1. Earned doctorate: other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree

- a** Instructors may meet this requirement with a total of sixty (60) approved semester hours in lower division, upper division, graduate or approved occupational in-service education.
- b** Instructors may meet this requirement with a total of ninety (90) approved semester hours in lower division, upper division, graduate or approved vocational in-service education.
- c** Instructors may meet this requirement with a total of one hundred twenty (120) approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

A4.8.2 Class Advancement for Vocational Instructors (Spring 2000 and Thereafter)

PREPARATION LEVEL AT TIME OF FIRST EMPLOYMENT

	Less Than AA/AS Degree	AA/AS Degree	BA/BS	MA
Requirements for Advancement to Next Class				
To Class 2	30 approved sem. hours	30 approved sem. hours	BA/BS + MA	15 approved sem. hours
To Class 3	45 approved sem. hours	45 approved sem. hours	45 units after BA/BS + MA	30 approved sem. hours
<u>Adjunct Classroom Maximum</u>				
To Class 4	60 approved sem. hours and AS/AA	60 approved sem. hours and BS/BA	60 units after BA/BS + MA	45 approved sem. hours
To Class 5	75 approved sem. hours and AS/AA	75 approved sem. hours and BS/BA	75 units after BA/BS + MA	60 approved sem. hours
To Class 6	90 approved sem. hours and AS/AA	90 approved sem. hours and BS/BA	90 units after BA/BS + MA	75 approved sem. hours
<u>Adjunct Non-Classroom Maximum</u>				
To Class 7	BA/BS	MS/MA	Ph.D., Ed.D. or 105 units after BA/BS + MA	Ph.D., Ed.D. or 105 units after BA/BS + MA

#### A4.8.3 Coursework Acceptable for Vocational Salary Advancement

In order to be credited for advancement on the salary schedule, any college course taken after date of first contract employment with the District (or completed after July 1, 1958, if employment was prior to this date) must be those: (1) necessary for completion of California credential requirements; or (2) required as part of a program leading to an associate of arts/science, bachelor's, master's, doctor's degree; or (3) related to the major or minor area of teaching and concurred in by the appropriate school dean and the Vice President of Instruction and Student Services prior to enrollment in the course; or (4) related to degree programs and in-service education such as seminars, workshops, training institutes, etc., or only in-service occupational education as identified above. Fifteen industry-certified training hours will equal one semester unit. Courses may be lower division, upper division, graduate level, or in-service education, provided they meet all applicable criteria.

#### A4.9 Tenure for College Faculty Only

##### A4.9.1 Statement of Purpose

The Guild and the District agree that the period during which prospective members of the permanent faculty of the San Diego Community College District are reviewed for tenure is understood best as a continuation of the search and selection process. In fact, the parties regard the tenure recommendation made to the Chancellor and the Board of Trustees as even more important than the initial decision to hire. The parties affirm that tenure review by faculty and administrators must be a careful and thorough process, since it is one which will result in a decision crucial to the faculty member's professional future and to the future quality of our colleges' academic programs. Consequently, tenure decisions generally will be made at the end of the fourth (4th) probationary year, except in cases of rare and compelling circumstances. A faculty member must have served seventy-five percent (75%) or more of the number of days in the current year's contract assignment in order to have that year count as a year served.

##### A4.9.2 Standards for Tenure (at the end of four (4) full probationary years)

A4.9.2.1 The candidate shall have achieved competent performance in classroom teaching and/or in the development, coordination, and implementation of student services activities, and in carrying out other responsibilities specified in the appropriate position announcement.

- A4.9.2.2 The candidate shall have demonstrated respect for student rights and consistent attempts to meet student needs.
- A4.9.2.3 The candidate shall have demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of the teaching profession, as defined in the American Association of University Professors' "Statement on Professional Ethics" (as amended and adopted by the Academic Senate for California Community Colleges).
- A4.9.2.4 The candidate shall have demonstrated sensitivity to the issues of diversity.
- A4.9.2.5 The candidate shall have demonstrated continued currency in his/her discipline or non-classroom area of assignment, plus evidence of professional growth.

A4.9.3 Evaluation and Recommendation

- A4.9.3.1 Evidence of competence, respect for student rights, respect for colleagues and the ethics of the teaching profession, sensitivity to the issues of diversity, currency, and realization of professional growth shall be obtained from a careful analysis of administrative evaluations, peer evaluations and student evaluations over a period of time, and from a critical reading of materials submitted by the candidate. Recommendations regarding tenure shall be based upon this evidence alone.
- A4.9.3.2 The effective recommendation regarding the candidate's performance shall be made by his/her Evaluation Committee, under the provisions of Article XV of this Agreement.

A4.9.4 Standards for **Early** Tenure (at the end of two (2) full probationary years)

The candidate shall have demonstrated performance which **exceeds standards** in the areas described in A4.9.2 above. The effective recommendation regarding the candidate's performance shall be made by his/her Evaluation Committee, under the provisions of Article XV of this Agreement. A decision not to grant early tenure is neither grievable nor appealable.

A4.9.5 Standards for **Early** Tenure (at the end of one (1) full probationary year)

The candidate shall have demonstrated **exceptional performance** in the areas described in A4.9.2 above. The effective recommendation regarding the candidate's performance shall be made by his/her Evaluation Committee, under the provisions of Article XV of this Agreement. A decision not to grant early tenure is neither grievable nor appealable.

A4.9.6 Additional Requirements for the Granting of **Early** Tenure

In addition to the performance requirements specified in A4.9.4 and A4.9.5 above, the candidate's Evaluation Committee must offer clear and compelling reasons for the granting of early tenure (**either** one (1) year or two (2) year).

A4.9.7 Tenure Review Committees

Tenure Review Committees shall be established by each of the Academic Senates. These committees are to be comprised of one (1) tenured faculty representative from each School and one (1) faculty EEO representative from that College, who has been certified by the District EEO office. Such committee shall review all tenure recommendations, positive and/or negative, to see if they are procedurally correct and meet general College and District standards. The Senate committee shall make the final college-level recommendation on tenure to the appropriate President. The President's recommendation shall not be grievable; however, the candidate may appeal the denial of tenure to the Committee on Academic Personnel (CAP), under the provisions of Article XV, Section 15.9.12 of this Agreement.

A4.10 Promotions for College Faculty Only

A4.10.1 Definition

Promotion, under the terms of this agreement, shall mean advancement in academic rank.

A4.10.2 General Policies

It is expected that given careful screening and recommendations by hiring committees, and serious tenure review by faculty and administrators, tenured faculty will advance ultimately to the rank of Professor, providing they meet required performance standards. Budgetary constraints shall not direct the process of promotion. The aim

of peer evaluation and promotional review shall remain always to foster professional growth and teaching excellence.

A full year of service is defined as having worked for at least seventy-five percent (75%) of the number of days in the evaluatee's current yearly contract assignment, unless expressly contraindicated by another article of this Agreement, or state or federal law. In any case, faculty eligible for promotion shall be expected to meet or exceed the promotional standards outlined in this Article in order to be promoted.

#### A4.10.3 General Standards

An Assistant Professor will be competent to teach in a particular field, will be current in the literature of that field, and will seek to meet student needs in both the classroom and in non-classroom environments. However, an Assistant may be a junior member of the academic community, with little professional and/or teaching experience. Furthermore, an Assistant may have little experience in curriculum development, committee work, governance, professional and/or community service, etc. In short, an Assistant Professor generally will be new to *tenure-track* college teaching.

For eligibility for promotion from Assistant to Associate Professor, the candidate must have served a minimum of four (4) years at the rank of Assistant Professor, and must show evidence that he/she has grown professionally and consistently has sought to meet student needs, in both the classroom and in non-classroom environments. A successful candidate for the rank of Associate Professor will have remained current in the field, and will have improved his/her teaching in some demonstrable way. He/she also will have demonstrated professional growth in one or more of the following ways: completion of additional appropriate course work (if applicable), attendance at professional conferences, service on campus and/or District committees, professional and/or community service, or, the production of some creative work. Evidence of professional growth will be drawn from a careful analysis of student evaluations and peer evaluations over a period of time, and from a critical reading of materials submitted by the candidate.

For promotion from Associate to Professor, the candidate must have served a minimum of four (4) years at the rank of Associate Professor, and must show evidence that he/she has grown professionally to a point where he/she has mastered both a particular field of knowledge and the teaching of that knowledge. A successful candidate must show evidence that he/she consistently has sought to meet student needs, in both the classroom and non-classroom environments. A Professor should be a senior member of the faculty, one who has such substantial experience,

knowledge, and skill that he/she could mentor junior faculty in his/her area of expertise. A Professor will have demonstrated all the same kinds of achievements and attributes necessary for promotion to the Associate Professor rank, but in addition will demonstrate that he/she is a leader in some appropriate sense. Evidence of professional growth and leadership will be drawn from a careful analysis of student evaluations and peer evaluations over a period of time, and from a critical reading of materials submitted by the candidate.

#### A4.10.4 Professional Evaluation

Each faculty member who is eligible for or applying for promotion must be evaluated according to the terms of Article XV of this Agreement.

#### A4.10.5 Salary Impact

A4.10.5.1 The awarding of a promotion to the rank of Associate Professor and/or Professor will result in a special one-step advancement on the salary schedule, in addition to any step advancement to which the faculty member may be entitled under the provisions of A4.1.

A4.10.5.2 An unappealed or a sustained denial of promotion will not affect a faculty member's salary scale step advancement for the year subsequent to initial eligibility for promotion, and he/she may apply for promotion during that year; however, if a faculty member is not promoted in rank by the end of the second year of his/her eligibility (fifth year in current rank), the faculty member's salary will be "frozen" at his/her current step until a favorable promotional decision is granted.

#### A4.10.6 Exemptions

Faculty who were hired on Schedule A prior to July 1, 1985, who are not at the Professor rank will be granted that rank effective January 1, 1991, with no salary impact.

### A5.0 HIRING OF NEW COLLEGE FACULTY

New and vacant faculty positions shall be offered at the Assistant Professor level.

### A6.0 COMMITTEE ON ACADEMIC PERSONNEL (CAP)

The Committee on Academic Personnel will review and make recommendations to the Chancellor in matters identified herein concerning the tenure and promotional appeals of probationary and/or tenured college faculty, and the awarding of credits for salary class



advancement through scholarly and creative works endeavors. The Committee on Academic Personnel also will review and make recommendations to the Vice Chancellor, Human Resources in matters identified herein concerning salary placement and salary class advancement. The Committee on Academic Personnel will discharge the responsibilities detailed in A4.0 and A5.0 above, and in A6.2 and Article XV below.

A6.1 Composition

The composition of this Committee shall be as follows:

Chairperson - To be designated by the Chancellor	1
Representative - To be designated by each Faculty Senate	3
Representative - To be designated by each President	3
Representative - To be designated by AFT Guild	<u>1</u>
	8

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

A6.2 Responsibilities

The Committee shall have the following responsibilities and others as may be assigned by the Board of Trustees or the Chancellor in consultation with the AFT Guild:

- A6.2.1 Develop, review, and maintain standards for the appointment and promotion of probationary and tenured faculty consistent with the terms of this Agreement.
- A6.2.2 Review faculty appeals of tenure and promotional denials, and make recommendations to the Chancellor.
- A6.2.3 Review faculty appeals of the District's determination of the relatedness of degrees and/or units credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.
- A6.2.4 Review faculty appeals of the District's denial of upper-division or graduate work credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.
- A6.2.5 Review faculty appeals of a College Professional Development Committee's denial of upper-division or graduate work credited for salary class advancement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.

- A6.2.6 Review faculty appeals of the District's determination of work experience credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources.
- A6.2.7 Review faculty appeals of a Department Chair's, Dean's, College Professional Development Committee's, or College President's rejection of scholarly and creative works proposals, and make recommendations to the Chancellor.
- A6.2.8 Review faculty challenges to the number of units awarded to a scholarly and creative works proposal by a College Professional Development Committee, and make recommendations to the Chancellor.

#### A7.0 UNDERPAYMENT OR OVERPAYMENT

Proper salary class and step placement is a joint responsibility of the faculty member and the District. Faculty are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Faculty suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Human Resources office immediately.

In the event of underpayment or overpayment in a faculty member's compensation, the following procedures shall control and be applicable only if the faculty member, or AFT, on its own behalf, and on behalf of the affected faculty member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures:

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected faculty member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the faculty member.

In cases of overpayment, the faculty member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the faculty member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected faculty member's gross pay for that month, said deduction shall be limited to five percent (5%) of the faculty member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

## A8.0 EXTENDED SERVICE

Extended service payments are payments by the District to faculty who are assigned to the supervision or direction of student activities or to curriculum development, writing projects, or special assignments involving hours of service and responsibility beyond the range of normal faculty assignments.

Extended service units are units of value for each extended assignment approved by the Board. Effective January 1, 2008, the value of one extended service unit will be \$837 (Eight Hundred Thirty-Seven Dollars) for College Faculty and the value of one extended service unit for Continuing Education Faculty will be \$823 (Eight Hundred Twenty-Three Dollars). This value shall increase regularly by the same percentage increase that is negotiated for the ~~contract~~ tenured/tenure-track faculty Salary Schedules equal to the available COLA per the RAF for the Unit.

### For College Faculty Only

Extended service units are assigned by management in accordance with the individual's assignment for a given semester. The assignment of extended service units shall be as follows:

Each sport (men/women) shall have one Head Coach. The number of Extended Service Units for a Head Coach shall be eight (8) per fiscal year. The ESU's may only be assigned and paid to the Head Coach, and may not be shared among any other coaches or assistants.

Each sport (men/women) shall have a number of Assistant Coaches according to the table below. The number of Extended Service Units for an Assistant Coach shall be four (4) per fiscal year. The ESU's may only be assigned and paid to the Assistant Coach, and may not be shared among any other coaches or assistants.

<u>SPORT</u>	<u>NUMBER OF ASSISTANT COACHES</u>
Badminton	1
Baseball	3
Basketball	2
Cross Country	1
Football	8
Soccer	3
Softball	2
Swimming	2
Tennis	1
Track & Field (men & women combined)	4
Volleyball	2
Water Polo	2

The Head Coach and Assistant Coach for each sport must meet the college faculty minimum qualifications for either teaching or coaching. Coaching experience or experience as an athlete in the sport of the coaching and related teaching assignment shall count toward the work experience requirement in meeting the minimum qualifications for that sport and its related courses.

All current Assistant Coach positions which do not include teaching or any other type of assignments which generate college credit, non-credit, or any other type of FTES, shall be removed from the college faculty bargaining unit and placed in the unrecognized classified hourly employee unit and re-titled as Athletic Coaching Assistants. The District will make the appropriate transfers in the co-curricular budget so that these Athletic Coaching Assistant positions can be funded via the classified hourly budgeting process.

<u>ASSIGNMENT</u>	<u>EXTENDED SERVICE UNITS</u> <u>(per academic year)</u>
DRAMA/THEATRE	20.5 **
CONCERT CHOIR – Head	6.0
DANCE – Director	16.0
VARSITY BAND	4.0
CONCERT JAZZ BAND	2.0
NEWSPAPER	5.0
SPEECH/DEBATE	7.0
ART GALLERY	2.0
CLUB ADVISOR	2.0*
CHILD DEVELOPMENT CENTER DIRECTORS (Effective Spring Semester 2007)	6.0

\* Only applies to adjunct in an assignment approved by the Vice-President of Student Services. ~~Contract~~ Tenured/tenure-track faculty may include club advisor time as part of their on-campus workweek.

Extended Service Units for Dance shall be 16.0 per year. No more than 4 ESU's may be assigned to any one faculty member during any one (1) semester.

\*\*No more than 4 ESU's may be assigned to any one faculty member during any one (1) semester in the area of Drama/Theater.

The FTEF value of extended units shall be:

<u>Number of Extended Day Units</u>	<u>FTEF Value</u>
1.0	.032
2.0	.064
3.0	.096
4.0	.128
5.0	.160

Payment for extended service shall be made twice per semester.

The above ESU load factors relating to Extended Service Units shall not apply to adjunct faculty with coaching assignments or department chairs for chair duties as described in Article IX when computing a department chair's total FTEF.

A9.0 METHOD OF PAYMENT FOR COLLEGE AND CONTINUING EDUCATION FACULTY

Pay day for tenured/tenure-track faculty services shall be on the last working day of each month in which the salary was earned. (See Appendix VII – Sideletter 98-02 dated November 20, 1998.) Assignments designated as 10-month assignments shall receive ten (10) equal monthly payments; assignments designated as 11-month assignments shall receive eleven (11) equal monthly payments; assignments designated as 12-month assignments shall receive twelve (12) equal monthly payments. Any academic employee working either a 10-month or 11-month schedule may choose to have a deduction set aside to receive their pay in 12-monthly pay warrants.

The step and class placement shall be printed on each faculty member's pay warrant.

A10.0 MEDICAL INSURANCE FOR EXCHANGE FACULTY

When approved by the Board of Trustees, the District may elect to pay the cost of insurance premiums for medical coverage under one of the district member's existing insurance programs. Such premium when paid shall be a regular part of the compensation schedule as established by the Board of Trustees.

ARTICLE VIII – SALARY

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
 ADJUNCT/OVERLOAD COLLEGE CLASSROOM SALARY SCHEDULE

**SCHEDULE B**

January 1, 2008 – June 30, 2011

		<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>
<b>Arts and Science</b>		Master's Degree	45 sem. units after date of BA w/MA	60 sem. units after date of BA w/MA	75 sem. units after date of BA w/MA	90 sem. units after date of BA w/MA	Ph.D., Ed.D., or 105 sem. units after BA w/MA
	<b>Vocational Education</b>	Minimum Quals.	Combination of units* and/or additional related work experience which totals 15 units	Combination of units* and/or additional related work experience which totals 30 units	Combination of units* and/or additional related work experience which totals 45 units	Combination of units* and/or additional related work experience which totals 60 units	Combination of units* and/or additional related work experience which totals 75 units
<b>Hours</b>	<b>Step</b>						
	<b>A</b>	55.80	58.58	61.51	64.59	67.82	71.21
<b>450</b>	<b>B</b>	57.33	60.20	63.21	66.37	69.68	
<b>900</b>	<b>C</b>	58.91	61.85	64.94	68.19		
<b>1350</b>	<b>D</b>	60.53	63.55	66.73			
<b>1800</b>	<b>E</b>	62.19	65.30				
<b>2250</b>	<b>F</b>	63.90					

ADJUNCT/OVERLOAD COLLEGE NON-CLASSROOM SALARY SCHEDULE

**SCHEDULE C**

January 1, 2008 – June 30, 2011

		<u>Class 1</u>	<u>Class 2</u>	<u>Class 3</u>	<u>Class 4</u>	<u>Class 5</u>	<u>Class 6</u>
<b>Arts and Science</b>		Master's Degree	45 sem. units after date of BA w/MA	60 sem. units after date of BA w/MA	75 sem. units after date of BA w/MA	90 sem. units after date of BA w/MA	Ph.D., Ed.D., or 105 sem. units after BA w/MA
	<b>Vocational Education</b>	Minimum Quals.	Combination of units* and/or additional related work experience which totals 15 units	Combination of units* and/or additional related work experience which totals 30 units	Combination of units* and/or additional related work experience which totals 45 units	Combination of units* and/or additional related work experience which totals 60 units	Combination of units* and/or additional related work experience which totals 75 units
<b>Hours</b>	<b>Step</b>						
	<b>A</b>	41.85	43.94	46.14	48.44	50.86	53.41
<b>450</b>	<b>B</b>	43.00	45.15	47.40	49.77	52.26	
<b>900</b>	<b>C</b>	44.18	46.39	48.71	51.14		
<b>1350</b>	<b>D</b>	45.39	47.66	50.05			
<b>1800</b>	<b>E</b>	46.64	48.97				
<b>2250</b>	<b>F</b>	47.93					

\*Semester units or equivalent quarter units

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
CONTINUING EDUCATION ADJUNCT CLASSROOM INSTRUCTORS

**SCHEDULE B-1**

January 1, 2008 – June 30, 2011

HOURS	STEP	CLASS 1 Less than Master's	CLASS 2 BA + MA	CLASS 3 45 Units with BA + MA
Non-Fee State Apportionment Classes				
	A	37.31	41.86	43.95
450	B	38.60	43.15	45.31
900	C	39.93	44.60	46.83
1350	D	42.13	47.02	49.35
1800	E	43.66	48.54	50.98
2250	F	45.15	50.22	52.71
2700	G	46.73	51.95	54.55
3150	H	49.45	54.36	57.12
3600	I	51.24	56.19	58.92
4050	J	53.04	58.12	60.93
12000	K	54.50	60.14	62.93

Adjunct faculty with 12,000 hours and a satisfactory/meets expectations evaluation are eligible for Step K.

SAN DIEGO COMMUNITY COLLEGE DISTRICT  
CONTINUING EDUCATION PRESENTERS FOR FEE BASED CLASSES

**SCHEDULE B-2 Fee Classes**

September 1, 2008 – June 30, 2011

STEP	HOURLY RATE		STEP	HOURLY RATE
Step 1	32.00		Step 14	90.00
Step 2	33.00		Step 15	95.00
Step 3	35.00		Step 16	100.00
Step 4	40.00		Step 17	105.00
Step 5	45.00		Step 18	110.00
Step 6	50.00		Step 19	115.00
Step 7	55.00		Step 20	120.00
Step 8	60.00		Step 21	125.00
Step 9	65.00		Step 22	130.00
Step 10	70.00		Step 23	135.00
Step 11	75.00		Step 24	140.00
Step 12	80.00		Step 25	145.00
Step 13	85.00		Step 26	150.00

Pay Guidelines:

- Fee-based presenters will normally be placed at Step 1 of this schedule unless:
  - a. They have evidence that the “market value” of their workshop is at a higher step.
  - b. They have professionally distinguished themselves in the subject area of the workshop (e.g. a scholarly or creative work, recognized by professional colleagues) as reviewed and approved by the dean.
- In cases where an eminently known presenter is asked to present for a special event, a rate higher than the maximum of Schedule B-2 may be approved by the dean.

NOTE: The parties agree to review this pilot program no later than the expiration of the current collective bargaining agreement; however either party may initiate the discussion prior to the expiration of the agreement.



SAN DIEGO COMMUNITY COLLEGE DISTRICT  
CONTINUING EDUCATION ADJUNCT NON-CLASSROOM INSTRUCTORS

**SCHEDULE C-1**

January 1, 2008 – June 30, 2011

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Hours	Step	<u>Class 1</u> Less than MA	<u>Class 2</u> BA + MA	<u>Class 3</u> 45 Units After BA + MA	<u>Class 4</u> 60 Units After BA + MA	<u>Class 5</u> 75 Units After BA + MA	<u>Class 6</u> 90 Units After BA + MA
	A	28.85	29.71	31.16	32.49	34.04	35.10
450	B	29.86	30.75	32.16	33.42	34.96	36.03
900	C	30.90	31.74	33.12	34.35	35.86	36.93
1350	D	32.56	33.40	34.77	36.06	37.58	38.65
1800	E	33.73	34.53	35.90	37.18	38.68	39.64
2250	F	34.92	35.65	37.06	38.32	39.71	40.75
2700	G	36.10	36.88	38.31	39.45	40.88	41.87
3150	H	38.18	38.92	40.23	41.47	42.93	43.81
3600	I	39.57	40.23	41.52	42.74	44.18	45.06
4050	J	41.05	41.61	42.98	44.08	45.46	46.33
12000	K	42.17	42.75	44.16	45.29	46.70	47.61

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Adjunct faculty with 12,000 hours and a satisfactory/meets expectations evaluation are eligible for Step K.

## ARTICLE VIII - SALARY

### B/C1.0 APPLICABLE POSITIONS

#### College Faculty

Rates of pay on Schedule B for temporary classroom assignments apply to all faculty teaching in a college classroom assignment on an adjunct or ~~contract~~ tenured/tenure-track overload basis, including child development classroom faculty requiring certification qualification. All faculty employed for summer teaching assignments will be compensated on the basis of their placement on the appropriate rate schedule.

Rates of pay on Schedule C for temporary non-classroom assignments apply to all faculty serving in a college non-classroom assignment on an adjunct or ~~contract~~ tenured/tenure-track overload basis. All faculty employed for summer non-classroom assignments will be compensated on the basis of their placement on the appropriate rate schedule. Adjunct faculty who are required by the appropriate manager, in consultation with the department chair, to attend committee meetings, department or school meetings, or participate in other District activities shall be compensated according to Salary Schedule C.

#### Continuing Education Faculty

Rates of pay on Schedule B-1 for temporary classroom assignments apply to all faculty teaching in a continuing education apportionment based classroom assignment on an adjunct or ~~contract~~ tenured/tenure-track overload basis. All faculty employed for summer teaching assignments will be compensated on the basis of their placement on the appropriate rate schedule.

Rates of pay on Schedule B-2 for temporary classroom assignments apply to all faculty teaching in a continuing education fee based classroom assignment on an adjunct or ~~contract~~ tenured/tenure-track overload basis. All faculty employed for summer teaching assignments will be compensated on the basis of their placement on the appropriate rate schedule.

Rates of pay on Schedule C-1 for temporary non-classroom assignments apply to all faculty serving in a continuing education non-classroom assignment on an adjunct or ~~contract~~ tenured/tenure-track overload basis. All faculty employed for summer non-classroom assignments will be compensated on the basis of their placement on the appropriate rate schedule. Adjunct faculty who are required by the appropriate manager, in consultation with the department chair, to attend committee meetings, department or school meetings, or participate in other District activities shall be compensated according to Salary Schedule C-1.

## B/C2.0 DEFINITION OF CLASSES

### College Faculty

Adjunct faculty will be placed on Salary Schedule B and Salary Schedule C following the same definition of classes as delineated in Article VIII, A2 of this Agreement. ~~Contract~~ Tenured/tenure-track overload faculty shall be placed on Salary Schedule B and Salary Schedule C at the same step and class as they are placed on Salary Schedule A, subject to the maximum step limitation of Salary Schedule B and Salary Schedule C.

### Continuing Education Faculty

Adjunct faculty will be placed on Salary Schedule B-1 and Salary Schedule C-1 following the same definition of classes as delineated in Article VIII, A2.2 of this Agreement. ~~Contract~~ Tenured/tenure-track overload faculty shall be placed on Salary Schedule B-1 and Salary Schedule C-1 at the same step and class as they are placed on Salary Schedule A-1, subject to the maximum step limitation of Salary Schedule B-1 and Salary Schedule C-1. ~~Contract~~ Tenured/tenure-track overload faculty shall be placed on Salary Schedule B-2 based on current salary placement rules for fee-based classes.

## B/C3.0 INITIAL SALARY STEP AND CLASS PLACEMENT

Faculty with advanced course work shall be moved to the appropriate class, effective the first of the month following submission of the required forms and certification to Human Resources. Adjunct faculty will be initially placed on the first step of the appropriate class. Adjunct faculty on Salary Schedule B-2 shall be placed based on current salary placement rules for fee-based classes.

Continuing Education adjunct faculty possessing a master's degree can only be placed in Class 2 or Class 3 based on their educational units. Vocational class placement is not available for Continuing Education adjunct faculty.

## B/C4.0 RULES AND REGULATIONS

B/C4.1 Step Increments -- Adjunct faculty shall be granted one (1) increment for each 450 clock hours of satisfactory, hourly service in the District, with the exception of adjunct faculty on Step J of Salary Schedule B-1 and/or Salary Schedule C-1 who require 12,000 hours of satisfactory hourly service to move to Step K. Tenured/tenure-track faculty who also teach on an overload basis shall maintain step parity with their contract placement on Schedule A or A-1 as appropriate. Qualification for step advancement shall be evaluated each pay period. Advancement shall be effective the first of the month following qualification.

Adjunct Faculty -- Temporary, adjunct faculty, other than faculty teaching on Schedule B-2 (fee based), shall be granted one (1) increment for each 450 (four hundred fifty) clock hours of satisfactory, adjunct service in the District provided that ~~contract~~ tenured/tenure-track instructors who also teach on an adjunct basis (excluding Schedule B-2) shall maintain step parity with their contract placement. Qualification for step advancement shall be evaluated each pay period (beginning January 1983). Advancement shall be effective the first of the month following qualification.

Continuing Education Overload Faculty Exception

If the hourly step placement of an instructor offered a probationary contract July 1, 1987 or thereafter is higher than that awarded for the initial contract placement, the hourly rate of pay shall be maintained until the hourly step of the matching contract placement equals the previous hourly step.

B/C4.2 Transfer from Lower to Higher Class - Salary Class Advancement -- All rules for class advancement as delineated in Article VIII A4.3, A4.4, A4.5, A4.6, and A4.7 shall govern the class advancement for adjunct faculty on Salary Schedule B, B-1 and Salary Schedule C, C-1. Current tenured/tenure-track faculty shall be eligible for the same salary class placement in their overload assignment(s) as they are in their contract placement.

B/C5.0 UNDERPAYMENT OR OVERPAYMENT

The same rules as delineated in Article VIII A7.0 shall apply to faculty placed on Salary Schedules B, B-1, B-2 and Salary Schedules C and C-1.

B/C6.0 EXTENDED SERVICE

The same rules as delineated in Article VIII A8.0 shall apply to faculty placed on Salary Schedules B, B-1, B-2 and Salary Schedules C and C-1.

B/C7.0 UNIT PAY FOR COLLEGE FACULTY ONLY

B/C7.1 DEFINITION OF UNIT PAY: Unit Pay (no time card required) refers to an equalized method of monthly payments for regularly scheduled adjunct or ~~contract~~ tenured/tenure-track overload classroom teaching assignments from three (3) to eighteen (18) weeks in duration. The unit pay remuneration for full semester courses (16-18 weeks) includes the paid time necessary to satisfy the required flex obligation for the full semester course. Courses other than a full semester in length do not have a flex obligation associated with them, nor do they carry any compensation for flex activities with them.

Pay warrants will be issued monthly according to the schedule in Appendix IX-2.

B/C7.2 CALCULATION OF PAID HOURS (see Unit Pay in Appendix IX):

B/C7.2.1 For courses from sixteen (16) to eighteen (18) weeks in duration, the unit pay amount will be based on the equivalent of fifty four (54) hours per three (3) unit lecture course.

B/C7.2.2 For courses from three (3) to less than sixteen (16) weeks in duration (including summer session), the unit pay amount will be based on the "total faculty hours" for that course as reported on the ISIS system (Integrated Student Information System). It is understood by the parties that "total faculty hours" refers to the actual meeting time of the course excluding breaks (e.g. class meets from 8:00 a.m. to 10:40 a.m. for 160 clock minutes, minus one ten minute break equals 150 minutes, divided by 50 equals three paid hours times the number of class meetings equals the total faculty hours).

B/C7.3 Faculty who leave an assignment before its completion will have their final check recalculated based on actual hours worked.

B/C7.4 Other adjunct assignments (time card required) including non-classroom, substitute and teaching assignments outside the three (3) – eighteen (18) week term, are to be paid by completing and submitting monthly timecards based on the actual hours worked in the assignment and are not covered by the unit pay methodology. Pay warrants will be issued monthly, beginning on the 10<sup>th</sup> of the month following the month the assignment begins.

B/C8.0 METHOD OF PAYMENT

Pay dates for hourly assignments shall normally be on the tenth (10th) day of each month. The step and class placement, along with the number of hours of service in the District shall be printed on each adjunct faculty member's pay warrant.

B/C9.0 COMPENSATION FOR COLLEGE FACULTY WORK EXPERIENCE ASSIGNMENTS

Faculty members employed for the purpose of work experience supervision shall be compensated at a rate not to exceed five (5) hours of non-classroom pay for each completing student, and three (3) hours of non-classroom pay for each student who begins a program but does not complete the course.

B/C10.0 SALARY PLACEMENT PROCEDURES RELATED TO THE ONE-TIME MOVEMENT TO NEW COLLEGE ADJUNCT SCHEDULE EFFECTIVE APRIL 1, 2001

B/C10.1 Effective April 1, 2001, all adjunct faculty on Class 2 – Class 7 on the old adjunct schedules will be moved to Class 1 – Class 6 of the new adjunct schedules.

B/C10.2 In order for the Arts and Science faculty on Class 1 on the old schedule to move past Class 1 on the new schedule, they need to have their units approved by their campus Professional Development Committee. In order for vocational faculty on Class 1 on the old schedule to move past Class 1 on the new schedule, they need to have their units and work experience approved as related by the Professional Development Committee. In addition, vocational faculty who are in the process of obtaining additional degrees, must also have these units/degrees approved by the Professional Development Committee.

B/C10.3 Effective April 1, 2001, all new adjunct faculty will be placed on the new schedules. Their initial salary placement will be determined by the minimum qualifications paperwork provided at the time of hire and based on the definition of classes as delineated in Article VIII, A2 of the contract agreement.

- If applicable, adjunct faculty will be moved to the appropriate class effective the beginning of the month following receipt of all required forms and verification. All adjunct faculty will be placed at Step A.
- Adjunct faculty will be required to provide all minimum qualifications documentation within sixty (60) days in order to continue teaching for the District.

B/C10.4 Effective July 1, 2001, the following changes will take place for salary advancement rules for adjunct faculty.

- The units must be related to the area of their assignment.
- Any new units taken spring 2002 or after must be approved in the same process as that for ~~contract~~ tenured/tenure-track faculty.
- Those units taken fall 2001 or earlier must be approved by the campus Professional Development Committee prior to submission of those units for salary advancement. Otherwise they will remain on Class 1 no matter how many units they have.

### ENDNOTES for Article VIII

1. The relatedness of degrees and/or units to the faculty member's assignment will be determined initially by the District. If the affected faculty appointee/member disagrees with the District's determination, he/she may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.
2. Approval of upper-division or graduate work credited for initial placement will be determined by the District. Approval of upper-division or graduate work credited for class advancement will be determined by the appropriate College professional growth committee. If the affected faculty appointee/member disagrees with the determination, he/she may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.
3. Approval of work experience credited for initial placement will be determined by the District. If the faculty appointee/member disagrees with the District's determination, he/she may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.
4. For purposes of salary class movement, one (1) year of additional related work experience shall be equal to 7.5 semester units (or equivalent quarter units).

## ARTICLE IX - ACADEMIC DEPARTMENTS

### 9.1 COLLEGE FACULTY

#### 9.1.1 Departmental Organization

- 9.1.1.1 Unless a special exception is made by the vice president, each college's academic senate shall create a departmental structure such that each department contains no fewer than five (5) full-time equivalent faculty (FTEF).
- 9.1.1.2 Faculty in each department shall elect a department chair following the procedures specified in Section 9.1.6 below. The department chair shall serve in a leadership position within the department, but will not substitute for the appropriate manager with respect to the reporting requirements of faculty in the department.
- 9.1.1.3 Unless excepted as per 9.1.1.4 below, all faculty shall be assigned to a department.
- 9.1.1.4 In cases where faculty are performing a special assignment such that greater than fifty percent (50%) of their duties fall outside of their regularly assigned department, or in cases where faculty are assigned to a discipline area where the total FTEF is less than two (2), these faculty will be considered to be on special assignment and will not belong to a department. Faculty on special assignment will report directly to the appropriate manager.

#### 9.1.2 Program Directors

- 9.1.2.1 Departments that contain disciplines which require separate mandated state or federal accreditation shall ~~establish~~ elect program directors for each discipline requiring accreditation. ~~Program directors shall be assigned by the appropriate manager following consultation with the department chair.~~ In the event that the program director is not the department chair, he/she shall receive a minimum of twenty percent (20%) reassigned time per semester. (This section does not preclude a Department Chair who is also a Program Director from receiving additional reassigned time as determined by the appropriate manager.)
- 9.1.2.2 Prior to the beginning of each fiscal year, the appropriate manager shall meet with each program director to determine the upcoming priorities, goals, and responsibilities of the program. Additional reassigned time may be approved by the appropriate manager subsequent to this consultation with the program director.



### 9.1.3 Compensation/Reassigned Time for Department Chairs during the Academic Year

Effective July 1, 2004, all Department Chairs will receive additional compensation in recognition of their current department chair duties. This additional compensation will in no way impact any current department chair compensation, release time, workload computations, or currently assigned duties. In addition, any load factors (see Article VIII, Section A8.0) related to Extended Service Units received by department chairs for chair duties as described in this Article shall not be included when computing a department chair's total FTEF.

9.1.3.1 Reassigned time shall be computed based upon a forty (40) hour on-campus workweek and will be allocated each semester. Reassigned time for department chairs shall be calculated based upon the average FTEF for the department of the prior academic year, including Intersession and summer. Overload or other assignments may not conflict with the scheduled hours of reassigned time. The amount of reassigned time allocated each semester may vary provided the two (2) semester academic year average is in accordance with the allocation delineated in Sections 9.1.3.2 and 9.1.3.3 below.

9.1.3.2 Department chairs will receive reassigned time equal to the greater of: twenty percent (20%) **OR** the sum of two percent (2%) per departmental FTEF and two percent (2%) per each full time equivalent instructional laboratory technician position assigned to that department, rounded to the nearest ten percent (10%).

Additional chair compensation will be determined as follows for classroom department chairs:

<u>Percentage of Chair Reassigned Time</u>	<u>Additional ESU Compensation (per semester)</u>
20%	2
30%	3
40%	4
50%	5

9.1.3.3 In departments where the reassigned time computed from the preceding formula exceeds fifty percent (50%), an assistant department chair ~~shall~~ may be elected following the provisions of Section 9.1.6 below. The distribution of reassigned time between the department chair and assistant department chair shall be determined by the department members after consultation with the appropriate manager. ~~In no case shall either the department chair, or the assistant department chair, receive greater than fifty percent (50%) reassigned time as a result of the application of the preceding formulae.~~

Department chairs with less than or equal to fifty percent (50%) reassigned time may, at their option, ask their department members to elect an assistant department chair following the provisions of Section 9.1.6 below.

- 9.1.3.4 Chairs of non-classroom departments shall receive four (4) extended service units per semester as defined in Article VIII, A8.0 of this Agreement. A department will be considered a non-classroom department if a majority of the departmental FTEF is assigned on a non-classroom basis.

#### 9.1.4 Compensation for Department Chairs Outside of the Academic Year

It is expected and recognized that department chairs have obligations and perform duties outside of the regularly scheduled 175 (one hundred and seventy-five) day academic year. In accordance with these additional obligations, compensation is set forth as follows.

- 9.1.4.1 Department chairs of departments where the reassigned time computed from Section 9.1.3.2 above is thirty percent (30%) or greater shall be assigned on an 11-month basis as defined in Article VII 7.12 of this Agreement.
- 9.1.4.2 Department chairs of departments where the reassigned time computed from Section 9.1.3.2 above is less than thirty percent (30%) shall receive extended service units as defined in Article VIII A8.0 of this Agreement. The number of extended service units to be received each fiscal year will be equal to four tenths (0.4) of an extended service unit per each departmental FTEF and full-time equivalent instructional laboratory technician position assigned to that department.

#### 9.1.5 Expectations and Assessment of Department Chairs

- 9.1.5.1 Department chairs receiving 11-month assignments will be expected to perform departmental duties outside of the regularly scheduled 175 day academic year. The total number of hours these department chairs are obligated to serve will be based on an equivalent number of eight (8) hour days as specified in Article VII 7.12 of this Agreement.
- 9.1.5.2 Department chairs receiving extended service units will also be expected to perform departmental duties outside of the regularly scheduled 175 day academic year. The total number of hours these department chairs are obligated to serve will equal the number of extended service units received multiplied by twenty (20).
- 9.1.5.3 Department chairs will be expected to attend training sessions, school meetings, and other appropriate college meetings (e.g. academic affairs,

chairs' council, curriculum committee, etc.). ~~Department chairs on 11-month assignments will also be expected to participate in evening duty assignments. These department chairs will not be expected to participate in evening duty more than fifty percent (50%) as frequently as is usual for managers.~~

- 9.1.5.4 Prior to the beginning of each fiscal year, the appropriate manager will meet with each department chair to determine her/his schedule of non-classroom obligations, in addition to assessing the upcoming priorities, goals, and objectives of the department. Hourly overload and summer assignments must be scheduled in such a way as to not interfere with scheduled department chair duties.

Effective at the conclusion of the 1999-2000 academic year, and at the conclusion of each subsequent academic year, the appropriate manager will also discuss with the department chair the chair's previous year's performance utilizing the department chair assessment instrument (a copy of this instrument may be found in Appendix VI of this Agreement). The results from any leadership assessment survey of department faculty conducted during the previous year will also be included in this discussion.

Nothing herein precludes the application of due process under Article XIV when appropriate problems arise in the performance of assigned chair duties and responsibilities.

- 9.1.5.5 If the overall assessment by the appropriate manager demonstrates that the department chair is in need of development in her/his assignment as chair, the appropriate manager will provide specific written suggestions for improvement. In this case, a follow-up meeting with the department chair, appropriate manager, and vice president will be scheduled at the conclusion of the ensuing fall semester. The department chair, at her/his option, may ask a representative to attend this meeting. The purpose of this follow-up meeting will be to assess the chair's level of improvement during the past semester.
- 9.1.5.6 If the vice president determines as a result of this follow-up meeting that the department chair is still in need of development in her/his assignment as chair, the vice president may send a letter to the voting members of the department recommending against the re-election of the department chair. The letter to the voting members of the department shall simply state: "Based upon assessments from your department's manager and the results of the leadership assessment survey of department faculty, in addition to discussing these results with the department chair, I recommend against the re-election of (name) as department chair." If the vice president elects to send this letter to the voting members of the department, it must be received no later than the first day of instruction of the spring semester.

9.1.5.7 None of the preceding department chair assessment documents may be placed in the department chair's PRF or official personnel file, nor may any of the conclusions drawn from the above process impact the evaluation of the department chair as a faculty member in concert with the procedures set forth in Article XV of this Agreement.

#### 9.1.6 Election Procedures for Chairs

9.1.6.1 Each department shall have a chairperson. The term of office of the department chair will commence July 1 and will run through June 30 two (2) years hence.

9.1.6.2 During the month of February, 1999, all departments will hold an election for department chair, irrespective of whether the term of the current department chair is due to expire. Subsequent department chair elections will be held during the month of February in odd numbered years.

9.1.6.3 Announcement of the specific date of election shall be made no earlier than one (1) month, nor any later than two (2) weeks prior to the date of election. Announcement of election must be communicated to each voting member of the department.

9.1.6.4 The election shall be coordinated by a voting member of the department other than the current Chair or the candidate(s). This person shall be identified as the Election Chair concomitant with the election announcement.

9.1.6.5 Candidates who wish to run for Chair must submit a statement declaring their candidacy to the Election Chair no later than one (1) week prior to the date of the election.

9.1.6.6 Voting shall be by written, secret ballot (written proxy ballots are acceptable). All ballots shall list the names of announced candidates in lottery order, and shall provide a space for a "write-in" candidate's name.

9.1.6.7 Ballots shall be cast, counted, and announced at the department election meeting. In the case of more than two candidates running for Chair, if one candidate does not receive greater than fifty percent (50%) of the vote, the top two candidates receiving the most votes will contest in a run-off election during the same department election meeting.

9.1.6.8 All tenured and tenure-track faculty are eligible to vote according to the principle of one (1) person - one (1) vote, regardless of the percentage of assignment. For departments with three (3) or more full-time faculty, the current department chair will only vote in the case of a tie. In the case of a

tie vote when there is no current chair due to resignation, recall, retirement, etc.; the election chair shall break the tie by lot.

- 9.1.6.9 Each tenured and tenure-track faculty member shall be eligible to vote in only one (1) department, that in which he/she holds the largest percentage of assignment (overload assignments are not to be counted in this formula).
- 9.1.6.10 For departments with three (3) or more tenured faculty, Chairs may be elected only from the full-time tenured ranks of the faculty. For departments with fewer than three (3) tenured faculty, Chairs may be elected from the tenure-track ranks as well. The tenured ranks shall be defined as those faculty holding tenure as of the beginning of the Chair term for which they are to serve. Departments with only two (2) eligible tenured or tenure-track faculty shall rotate the position of department chair every two (2) years unless otherwise specified by written mutual agreement between the two (2) faculty members.
- 9.1.6.11 A faculty member may run for Chair only in the department where he/she holds the largest percentage of his/her ~~contract~~ tenured/tenure-track assignment (overload assignments are not to be counted in this formula).
- 9.1.6.12 If any Chair shall step down prior to completion of his/her term, an election for interim Chair shall be held within one (1) month of the announcement of vacancy, following all of the procedures specified in 9.1.6.3 through 9.1.6.11 above. The Interim Chair shall serve the remainder of the term of office of the Chair he/she replaces.
- 9.1.6.13 The provisions of Section 9.1.6 of this Article shall not be grievable.

#### 9.1.7 Recall of Department Chair

- 9.1.7.1 For the purposes of this entire Section 9.1.7, the department chair does not have voting rights nor is to be considered as a voting member of the department. Voting department faculty (as defined in 9.1.6 above), anytime after a Chair has served one (1) full semester in office, may petition for recall of the department chair. (The one (1) full semester waiting period does not apply to Chairs who are serving a consecutive term.)
- 9.1.7.2 A petition for recall must state the reasons for the action, and must be signed by a simple majority of voting department members.
- 9.1.7.3 A petition meeting these specifications shall be presented to the appropriate AFT Guild ~~contract~~ tenured/tenure-track vice president and the appropriate college vice president, who will be jointly responsible for

conducting a recall election within two (2) weeks of receipt of said petition.

- 9.1.7.4 The ballot shall simply state: "Should \_\_\_\_\_ continue to serve as department chair; YES \_\_\_\_\_ NO \_\_\_\_\_." Voting shall be by written, secret ballot (written proxy ballots are acceptable). Ballots shall be cast, counted, and announced at the department recall election meeting by the appropriate AFT Guild ~~contract~~ tenured/tenure-track vice president and the appropriate college vice president.
- 9.1.7.5 If, and only if, a two-thirds majority of all eligible voting department faculty vote "NO," the Chair will be removed from office. The appropriate AFT Guild ~~contract~~ tenured/tenure-track vice president and the appropriate college vice president will then jointly arrange for an interim election under the terms of 9.1.6.12 above.
- 9.1.7.6 None of the aforementioned materials will be placed in the Chair's campus-based performance review file, nor official personnel file. All written material relating to the above process must be destroyed after completion of the recall election.
- 9.1.7.7 The provisions of section 9.1.7 of this Article shall not be grievable.

## 9.2 CONTINUING EDUCATION PROGRAM CHAIRS

### 9.2.1 Election And Selection of Program Chair

- 9.2.1.1 The Program Chair must be answerable to both program management and faculty in the performance of his/her duties. The procedures outlined below are designed to ensure that the selection of a Program Chair reflects the needs of management and the faculty. Selection of all Program Chairs shall be a management prerogative consistent with the right of assignment.
- 9.2.1.2 Election – The procedure outlined below shall apply to all programs. Elections for Program Chair shall be held during the spring semester of every even numbered year.
- 9.2.1.3 Eligibility to Serve – Eligibility to serve shall include all ~~contract~~ tenured/tenure-track faculty assigned to the program. An adjunct faculty member shall be eligible to serve with prior management approval.
- 9.2.1.4 Eligibility to Vote – Faculty eligible to vote in Program Chair elections shall include all ~~contract~~ tenured/tenure-track faculty. Adjunct faculty eligible to vote shall include all faculty who work a minimum 12%

(twelve percent) assignment for the academic year preceding the election and shall be entitled to one vote each.

9.2.1.5 Voting Procedure – When the end of the term for a Program Chairperson occurs or the position is vacated due to resignation, retirement or removal from office, all faculty members in the program shall be informed in writing.

9.2.1.5.1 Two lists of faculty in the program shall be compiled by the Vice President of Administrative Service's office, identifying those eligible to serve as chair and those eligible to vote. All eligible faculty shall be notified of the election timelines and procedures at least thirty (30) calendar days prior to the date ballots are sent out.

9.2.1.5.2 Faculty interested in running for Program Chair shall submit their name to the Vice President of Administrative Service's office at least seven (7) calendar days prior to the date ballots are sent out. A space for a write-in candidate shall also be included on the ballot. A small secret ballot envelope and a large return envelope shall be sent to all faculty in the program who are eligible to vote. The notice will be sent at least fifteen (15) calendar days before the votes are opened and tallied. Each eligible voter shall cast one (1) vote for his/her choice for Program Chair, and

- a. Place the completed form in the small envelope, and seal;
- b. Place the small sealed envelope in the large envelope bearing his/her name, sign under the printed name and seal;
- c. Return the envelope to the polling box within ten (10) calendar days from the original date of the mailing.

9.2.1.5.3 Ballots shall be opened and tallied by one (1) management representative and one (1) AFT representative. Program Chair candidates cannot serve as the AFT representative.

9.2.1.5.4 Following the tally, the Vice President of Instruction and Student Service's office shall notify the individual receiving the highest number of program votes that his or her name is being recommended to the President for his or her approval. The vote counts will remain confidential.

9.2.1.5.5 If no candidate receives more than 50 percent (50%) of the votes, a run-off election shall be held between the top two (2) candidates. The voting procedure will follow the procedure outlined in Sections 9.2.1.5.1 – 9.2.1.5.4 above.

~~9.2.1.6 President's Decision – The results of the election shall be forwarded to the President within five (5) calendar days following the final tally. The candidate with more than 50 percent (50%) of the votes in either the first election or the run-off election shall be considered (which may include an interview) by the President within the next seven (7) calendar days. The President's appointment shall be made by the end of April, starting in April 2008.~~

9.2.1.7 Program Chair Term of Office

9.2.1.7.1 A Program Chair shall serve a two (2) -year term of office.

9.2.1.7.2 The selection procedure outlined above shall be applied to all programs beginning with the Fall 2008 semester and every two (2) years thereafter.

9.2.1.7.3 The official Continuing Education programs are as follows:

- Business and Information Technology (BIT)
- Parenting/Child Development
- Emeriti
- Adult Basic Education (ABE)
- English as a Second Language (ESL)
- Career Technical Education (including Welding, Auto Technology, Electronics, and Off-Set Printing Operations)
- Culinary and Consumer Sciences
- Allied Health
- Disabled Students Programs and Services

9.2.1.8 Temporary Appointment – A Program Chair's position is open for temporary appointment if it is vacated during the current term of office.

9.2.1.8.1 If the remaining term is for more than (2) semesters, the new chair shall be selected in accordance with the preceding procedures, which shall be implemented within four (4) weeks of the vacancy being declared.

9.2.1.8.2 If the remaining term is for two (2) or fewer semesters, the President shall appoint at his/her discretion an Interim Program Chair within twenty (20) days of the vacancy being declared.



9.2.1.9 Resignation - The resignation of a Program Chair shall be in writing and submitted to the President or his/her designee. Acceptance of the resignation by the President or his/her designee will make the resignation final and irrevocable.

9.2.1.10 Recall of Program Chair – The voting faculty of a program, after the Program Chair has served one (1) full semester in office, may petition for recall of the Program Chair and according to the procedures below:

9.2.1.10.1 A petition for recall must state the reasons for the action and must be signed by a simple majority of members eligible to vote. For the purposes of this section, the Program Chair does not have voting rights and is not to be considered a member of the program eligible to vote. A petition meeting these specifications shall be presented to the President and an AFT representative who will be jointly responsible for conducting a recall election within fifteen (15) calendar days of receipt of the petition.

9.2.1.10.2 The ballot shall simply state: “Should \_\_\_\_\_ continue to serve as Program Chair; Yes\_\_\_\_\_ No\_\_\_\_\_.” The voting procedure shall follow the Section 23.1.5 where applicable. If and only if, a two-thirds (2/3) majority of all eligible voting program faculty vote “NO,” the Chair will be removed from office. ~~The President, at his/her discretion, will then appoint an Interim Program Chair under Section 23.1.8 to serve the remaining term.~~

~~9.2.1.11 Removal of Chair by President – The President may remove a Program Chair from the position for cause at any time.~~

9.2.1.12 For purposes of this Policy, “Program” means a collection of coursework as identified by San Diego Continuing Education and based course identifier, TOP code or subject matter which provide the student with a focused area of study.”

## 9.2.2 Compensation of Program Chair

9.2.2.1 The reassigned time utilized by the Program Chair for his/her duties and responsibilities for a given academic year shall be determined by FTEF (full-time equivalent faculty) of the immediately preceding academic year for implementation one (1) year later.

9.2.2.2 FTEF shall be determined by the full-time equivalent instructional assignments in the program including day, evening and weekend

assignments of both ~~contract~~ tenured/tenure-track and adjunct faculty each academic semester as of the first week of the semester. FTEF for the academic year shall be determined by averaging the two (2) academic semesters of the academic year.

9.2.2.3 The following time shall be used in determining reassigned time:

<u>Reassigned Time</u>	<u>FTEF for Program</u>
20 percent	under 6.99
40 percent	7.0 – 15.99
60 percent	16.0 – 40.99
80 percent	41.00 or more

At the discretion of the Program Dean, after consultation with the Program Chair, the reassigned time for the Program Chair may be reallocated among the Assistant Program Chairs assigned to the same program.

9.2.2.4 For each month of their ten (10) month ~~contract~~ tenured/tenure-track assignment, Program Chairs will receive a three hundred dollar (\$300) monthly stipend and Assistant Program Chairs will receive a one hundred dollar (\$100) monthly stipend.

### 9.2.3 Evaluation of Program Chair

9.2.3.1 All Program Chairs will be evaluated during each odd-numbered academic year of their terms of office with regard to the performance of their duties and responsibilities.

9.2.3.1.1 Administrative Evaluation of Program Chair - All Program Chairs shall be evaluated by the administrator to whom he/she reports at least once per year and no later than one (1) month prior to the end of each Spring Semester in which he/she serves as Program Chair. An “Administrative Evaluation Form” will be completed by the administrator prior to meeting with the Program Chair. The Program Chair will be provided a copy of the evaluation form during the meeting. The Program Chair may submit a rebuttal statement within six (6) days of receiving the evaluation form and, if submitted, will be attached to the evaluation form and placed in his/her personnel file.

9.2.3.1.2 Faculty Evaluation of Program Chair – An informal evaluation of each Program Chair by the faculty of his/her program shall occur during February/March each year of the term of office using a form developed by AFT and the administration. The administrator and Program Chair shall

examine and discuss all submitted evaluation forms. The administrator shall summarize the informal review in the Administrator Evaluation Form where appropriate.

9.2.3.2 Management-Initiated Evaluation of Program Chair – An evaluation of a Program Chair by the supervising administrator may occur at any time if the administrator believes there has been a substantive violation of the duties and responsibilities of the Program Chair. If the supervising administrator determines that the Program Chair is not satisfactorily performing his/her duties and responsibilities, the administrator shall immediately prepare a detailed letter of adverse findings marked confidential and submit it to the Vice President of Instruction and Student Services, requesting that an immediate administrative-initiated evaluation occur. If the Vice President of Instruction and Student Services determines that an evaluation should occur, he/she will direct the appropriate administrator to conduct an evaluation following the procedure set forth above.

~~9.2.3.3 The parties agree that ten percent (10%) of the FTEF release time is paid from general Continuing Education Funds (“1010 Funds”). The District will maintain this level of contribution during the term of this Agreement.~~

~~The balance of the cost of the Program Chair and Assistant Program Chair release time will be paid from funds received by the District under the Carl D. Perkins Vocational Technical Education Act of 1998 and/or the Workforce Investment Act of 1998 (Section 231 Funds for Adult Basic Education including ESL/EL Civics Funds), or from laws renewing or reauthorizing those funding statutes. In the event that the funds received by the District under either source are reduced in any fiscal year as compared to the previous fiscal year, either party may reopen this Article for negotiation by written notice to the other party. Any other costs for compensation or other benefits for the Chairs and Assistant Chairs will be paid from the AFT share of the RAF.~~

~~The parties agree that, as of Fall 2008, the total amount of FTEF release time under this Article at the beginning of the 2008-09 academic year will be at least 7.0. The parties understand that this number may fluctuate after Fall 2008, based on District assignment decisions due to changes in program needs, funding, enrollment, and/or right of assignment.~~

## ARTICLE X - EMPLOYMENT BENEFITS

The District and the Guild agree to continue VEBA participation which was first effective January 1, 1994.

### 10.1 FRINGE BENEFIT COMMITTEE

There shall be established a District Fringe Benefits Committee, the Chairperson of which shall be the District Fringe Benefits Coordinator. Each exclusive agent shall be entitled to one (1) representative on the committee. The committee shall review existing benefit programs and gather comparative information on other benefit programs not currently in effect in the District. Each representative shall communicate such information to his/her bargaining unit members. This committee is solely for the purpose of information gathering and does not, as a body, make recommendations.

### 10.2 ELIGIBILITY

#### 10.2.1 Tenured/Tenure-Track Faculty

Tenured/tenure-track faculty as used in this Article shall mean contract faculty who are assigned in a paid status fifty percent (50%) or more of a full-time equivalent.

#### 10.2.2 Adjunct Faculty

Adjunct faculty shall be eligible for benefits as follows:

10.2.2.1 College Adjunct faculty shall be eligible for the District-paid contribution toward health premiums as defined in Sections 10.3.2.1 and 10.3.2.2 of this Article if they serve an average equal to fifty percent (50%) of a full-time assignment for two (2) consecutive academic semesters. The effective date of insurance for adjunct faculty is the date when he/she completes an enrollment application where such date coincides with or follows the completion of two (2) consecutive academic semesters. Coverage continues as long as qualifying hours are served. For purposes of determining qualifications, summer recess shall not represent an interruption. Faculty members currently eligible for benefits if assigned as long-term substitute or leave replacement in lieu of their initial semester assignment, shall have their long-term substitute or leave replacement hours counted towards their FTEF for purposes of benefit eligibility only. Retired ~~contract~~ tenured faculty members are not eligible for this program.

College Adjunct Faculty who have previously qualified for benefits, and who subsequently have two (2) consecutive semesters with a forty

percent (40%) assignment may remain in the benefits program. In order to remain in the benefits program they must receive a 60% assignment during the subsequent third semester.

- 10.2.2.2 Continuing Education faculty with sixty percent (60%) assignments for six (6) consecutive months or more shall be eligible after qualification and completion of an enrollment application the first of the following month, unless the adjunct instructor is hired on the first of the month. Summer sessions are not considered for qualification purposes. If the teaching load falls below the sixty percent (60%) minimum, the adjunct instructor may continue to participate in the benefits program on a shared premium basis as described in 10.3.2.2.
- 10.2.2.3 Effective Fall 2001, shared premium will no longer be offered to newly subscribing adjunct faculty. Those adjunct faculty who currently participate in the shared premium program as described in Section 10.3.2.1 will be allowed to continue.
- 10.2.2.4 Adjunct faculty who are eligible for participation in the District Benefits program will be requested to complete a certification regarding any participation in a benefits plan with other employers. Failure to complete this certification will not result in a loss of benefits eligibility.
- 10.2.2.5 Adjunct faculty on medical leave shall have their benefits continue for the duration of their current assignment or at the point of exhaustion of all paid leaves, whichever occurs ~~first~~ last.
- 10.2.2.6 The District shall provide the ability for faculty to purchase medical, dental, or vision benefits coverage through any District offered plan by paying the full cost of the premium, at the tiered rate applicable to the faculty member's choice, for those faculty members who do not qualify for District paid coverage.

### 10.2.3 Retirees

Eligible retirees as defined in this section shall mean those tenured faculty who have retired from the State Teachers' or Public Employees' Retirement Systems on a service retirement and who have worked as a tenured/tenure-track faculty member for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64), inclusive.

#### College Faculty

~~Effective Spring Semester 2007, e~~College faculty who retire ~~between~~ after the ages of fifty-five (55) ~~and sixty (60)~~ with a minimum of fifteen (15) years of

service in the District shall be eligible for a proportionate share of resources available from a pool of funds from the AFT's share of the allocation formula to help defray the cost of District medical, dental, and vision insurance premiums. Faculty who retire under the provisions of 10.2.3 above shall receive the District provided coverage for medical, but shall be eligible for a proportionate share of resources to help defray the cost of the District dental and vision insurance premiums. The amount per retiree will vary from year to year based on the number of retirees participating and the cost of benefits.

The contribution amount for the calendar year shall be determined and communicated to eligible retirees during each year's Open Enrollment period. The amount contributed shall not exceed that which the District currently contributes for active tenured/tenure-track faculty members. Eligibility to receive these contributions shall cease the first of the month following the faculty member's 65<sup>th</sup> birthday.

### 10.3 COVERAGE

#### 10.3.1 Tenured/Tenure-Track Faculty

10.3.1.1 The District shall provide to each eligible faculty member a choice, including at least one (1) Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

10.3.1.2 Effective January 1, 2011, the District shall contribute the cost of benefit premiums to the maximum amounts as follows:

\$11.30 per month for life insurance monthly premiums which will provide \$50,000 term life insurance for the faculty member.

Up to \$.59 per month per \$100 of salary up to a maximum salary of \$36,000 for long-term disability insurance for those faculty members with less than five (5) years of service.

The following coverages apply to the faculty member, spouse or domestic partner, and dependents:

\$108.26 per month for dental insurance to provide a dental insurance maximum benefit of \$2,000 per year.

Up to \$16.43 per month for vision insurance.

\$812.06 per month toward the cost of the premium for the Kaiser HMO and the PacifiCare HMO medical insurance plan options offered by the District.

- 10.3.1.3 Eligible faculty electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.
- 10.3.1.4 The District will contribute the cost of medical, dental and vision benefits for domestic partners as defined by VEBA rules who are enrolled by eligible tenured/tenure track faculty under Section 10.3.1.1 above.

### 10.3.2 Adjunct Faculty

#### 10.3.2.1 College Adjunct Faculty

Effective January 1, 2011, the District shall contribute the cost of the Kaiser HMO medical benefits premium at the employee only rate of \$432.03 per month for those adjunct faculty eligible under the terms of Section 10.2.2.1 above. Eligible adjunct faculty who elect to add their spouse or domestic partner, and/or other dependents, to their coverage during the open enrollment period will have this additional cost paid out of the Resource Allocation Formula.

#### 10.3.2.2 Continuing Education Adjunct Faculty

Effective January 1, 2011, the District shall contribute the cost of the Kaiser HMO medical benefits premium at the employee only rate of \$432.03 per month for those adjunct faculty eligible under the terms of Section 10.2.2.3 above.

#### 10.3.2.3 Sunsetting of Shared Premium Program

The following language of this section will no longer apply to newly eligible adjunct faculty. Those adjunct faculty who were grandfathered in and currently participate in one of the following plans will be allowed to continue under the following terms and conditions. The District shall provide to each grandfathered in participating adjunct faculty member a choice, including at least one (1) Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

10.3.2.3.1 Effective January 1, 2011, the District shall contribute the cost of benefit premiums for those eligible under the terms of Section 10.2.2 above to the maximum amounts shown below (coverage includes spouse or domestic partner, and dependents).

\$108.26 per month for dental insurance.

Up to \$16.43 per month for vision insurance.

\$812.06 per month toward the cost of the premium for the Kaiser HMO and the PacifiCare HMO medical insurance plan options offered by the District.

10.3.2.3.2 Eligible faculty electing to participate in plan options which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

10.3.2.3.3 Faculty eligible under the terms of Section 10.2.2.3 above for group medical insurance on a "shared-premium" basis shall make an advance premium deposit, at least one (1) month in advance, with any unused portion refunded at the end of the insurance year based upon the ratio of clock hours served to a regular sixty (60) percent of the weekly assignment. This option does not apply to dental and vision insurance.

Effective January 1, 2005, current faculty who participate in the pre-payment of medical insurance premiums shall remit those premiums as follows:

During each of the following months the faculty member shall remit a monthly payment which shall be equivalent to the faculty member's average monthly percentage cost during the past two (2) years.

Example Background:

Benefit rates are based on a .60 FTE assignment, which equates to 525 clock hours for the fall and spring semesters. For this example, .60FTE equates 100% of the benefit cost. The District will use clock hours when calculating benefit premiums. The benefit year is January 1 – December 31.

Example Scenario:



- 1) In this scenario, the total monthly benefit premium is \$500. Historical data shows faculty member has maintained an average of .45 FTE assignment over the past two (2) years (394 clock hours). This equates to 75% of the 100% benefit cost (394 clock hours divided by 525). This has averaged to a cost to the District of \$375 per month and to the Employee \$125 per month.
- 2) In spring and fall 2005 the faculty member has a .48 FTE assignment (420 clock hours). This equates to 80% of the 100% benefit cost (420 clock hours divided by 525).
- 3) December 15, Employee pays \$500 for first month's full premium.
- 4) Each month thereafter in the benefit year, Employee pays \$125, which equates 25% of the benefit cost and District pays \$375, which equates 75% of the benefit cost.
- 5) At the post-year-adjustment review, the payment is recalculated based on the past year's average of .48 FTE assignment. The Employee is accountable for 20%, which equates \$100 per month, yet has paid \$125 per month. Therefore the Employee has overpaid the difference of \$25 per month x 12 months = \$300. This amount will be applied to the following year's premium.

#### 10.3.2.4 Retirement Contributions

The contributions to alternative retirement plans in-lieu of CalSTRS for adjunct faculty will be made equally by the District and the faculty member.

The District shall ensure each adjunct faculty member has been notified of her/his option to become a member of CalSTRS as per Education Code section 22455.5 (b). Written acknowledgment by the employee shall be maintained in the employee's official personnel file. Failure to provide this notification to each adjunct faculty member shall result in the assessment of penalties as specified in Education Code section 22455.5 (c).

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

### 10.3.3 Retirees

The District shall provide to each eligible faculty retiree a choice, including at least one Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

10.3.3.1 The District shall contribute the same amount per month as for current active faculty toward the cost of the premium for any of the medical insurance plan options offered through the District for all eligible retirees.

10.3.3.2 Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

10.3.3.3 Retirees who do not meet the qualifying criteria defined in 10.2 above may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.

NOTE: Specific provisions for the foregoing sections are described in information available from the District Benefits Office.

## 10.4 DUAL COVERAGE WAIVER

In cases where two District employees are both covered by the District medical plan as dependents of each other, or where the unit member can provide proof of coverage from an outside source of equivalent coverage, there is an opportunity for the following voluntary "In-Lieu-of Dual Medical Coverage Stipend":

### 10.4.1 Eligibility

District employees who are covered under the medical insurance programs of the San Diego Community College District by another District employee as each other's dependent, or where the unit member can provide proof of coverage from an outside source of equivalent coverage, are eligible to receive a monthly stipend in-lieu-of coverage to help offset out-of-pocket medical expenses.

### 10.4.2 Requirement

In order to receive the "In-Lieu-of Dual Medical Coverage" stipend, one of the enrolled employees must waive medical coverage by completing a San Diego Community College District Waiver Form. This waiver may be voluntarily rescinded during open enrollment each year, and will automatically rescind if the covered employee loses coverage due to

resignation, retirement, layoff, reduction in hours, or any change in dependent status. In the event of rescission, District coverage will begin for the dependent of the covered employee effective on the effective date of the rescission (no lapse in coverage).

#### 10.4.3 Payment

Beginning with the month dual coverage ceases, an annual amount not to exceed \$1,200 will be set as a stipend in the monthly paycheck of the employee waiving medical coverage. The \$1,200 will be divided by the number of annual pay warrants and paid as \$120.00 monthly for employees paid on a 10 month basis, \$109.09 monthly for employees paid on a 11 month basis, and \$100.00 monthly for employees paid on a 12 month basis.

#### 10.45 DISTRICT FLEX PLAN

The District agrees to continue its bilaterally agreed upon January 1, 1989, implementation of Internal Revenue Code Section 125 for its tenured/tenure-track faculty. This code allows employers to structure benefit plans to provide options to its faculty. Faculty in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. The District shall continue to offer faculty participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan will not be subject to federal, state, or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular faculty member or group of faculty and that any questions by any faculty should be directed to his or her personal financial, legal, or tax advisor.

Adjunct faculty may participate in the Flex Plan for medical premiums payments only.

#### 10.56 MEDICARE BUY-IN OPTION

The District and the Guild agree to give eligible tenured/tenure-track faculty the option to buy into Medicare per California statute AB 265. This was a one-time opportunity with a balloting period of ten (10) calendar days duration from March 4, 1994. The District and the faculty member will each contribute 1.45% of the faculty member's gross earnings.

#### 10.67 CHILD CARE

Unit members with pre-school age children may enroll their children in the child development center at each campus by paying the full cost of the childcare. ~~The District agrees to an RFI/RFP process, in consultation with the AFT Guild, to provide access to a high quality child care center for pre-school age dependent children.~~

10.78 EQUIVALENT HOURS OF CREDITABLE SERVICE FOR ADJUNCT FACULTY STRS MEMBERS

Pursuant to Education Code Section 22138.5(c)(5) the equivalent number of hours that equal full time for adjunct faculty assignments shall be as follows:

10.78.1 College Adjunct Faculty

Effective July 1, 2004, for Classroom faculty the full-time equivalent will be 525 (five hundred twenty-five) instructional hours per academic year. For Non-Classroom faculty the fulltime equivalent will be 1,050 (one thousand fifty) assigned hours per academic year.

10.78.2 Continuing Education Adjunct Faculty

Effective January 1, 2000, the formula for calculating retirement service credit for classroom adjunct faculty will be based on an 875-hour base and for non-classroom adjunct faculty will be based on a 1400-hour base:

**CLASSROOM Example:**

1. To determine the full-time equivalent for adult education based on the minimum standard of 875 hours plus the requirement for an additional 20 minutes, multiply the base hours by the conversion  
 $875 \text{ (instructional hours)} \times 1.333 \text{ (conversion factor)} = 1,166 \text{ hour full-time equivalent}$
2. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent  
 $\$33.13 \text{ (hourly rate)} \times 1,166 = \$38,629.58 \text{ (annual earnable)}$
3. To calculate service credit, divide the amount of earnings by the annual earnable  
 $\$23,191 \text{ (earnings)} / \$38,629.58 \text{ (annual earnable)} = .600$

**NONCLASSROOM Example:**

1. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent  
 $\$32.57 \text{ (hourly rate)} \times 1,400 = \$45,598 \text{ (annual earnable)}$
2. To calculate service credit, divide the amount of earnings by the annual earnable  
 $\$27,358.80 \text{ (earnings)} / \$45,958 \text{ (annual earnable)} = .600$

10.-89 COMPUTER LOAN PROGRAM

Effective July 1, 2006, the District will make a one-time allocation of \$77,161 (seventy-seven thousand one hundred sixty-one dollars) from the AFT allocation formula for the purpose of providing computer purchase loans to unit members in the amount not to exceed \$2,000 (two thousand dollars) each. Unit members may submit a request to AFT to borrow from the Computer Fund an amount not to exceed \$2,000 (two thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by AFT to all unit members.

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

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

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

#### 10.10 State Disability Insurance for Part-Time Faculty

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

#### 10.11 Unit members enrolling in any District offered course shall have their enrollment and health service fees waived.

## ARTICLE XI - LEAVES

### 11.1 DEFINITION OF IMMEDIATE FAMILY

Immediate family shall include:

- 11.1.1 The faculty member's current spouse, domestic partner (~~as confidentially certified following approved District procedures~~), guardian, or ward, and any relative or person living in the faculty member's immediate household; and
- 11.1.2 The faculty member's and his/her current spouse's or domestic partner's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Agreement.

### 11.2 SICK LEAVE

#### 11.2.1 Eligibility

Sick leave benefits shall be available to all faculty covered by this Agreement including adjunct faculty. Any time taken as sick leave, which, upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the faculty member. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Section 11.4 of this Article (FMLA/CFRA).

#### 11.2.2 Application for Benefits

A unit member shall report an absence of any duration to his/her immediate supervisor, or supervisor's designee prior to or during the first working hour of the unit member's workday unless an emergency makes notification impossible. One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice. Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible.

Faculty shall be required to complete and submit for each separate pay reporting period the appropriate sick-leave form within five (5) working days of their return to work to the immediate supervisor. Faculty who have recurring patterns of absence shall be counseled by the dean concerning those patterns. Physician's signature may be required on the prescribed form for leaves of any

duration in cases of recurring patterns of absence following consultation with the appropriate Dean, and will be required on any leave over five (5) workdays. The statement shall contain the physician's prognosis for recovery. At the faculty member's request the details of prognosis will be maintained confidential within the District Human Resources Department.

For ~~contract~~ tenured/tenure-track college faculty who are assigned on-campus five (5) days per week the following shall apply:

~~contract~~ tenured/tenure-track college faculty who complete any portion of the day's assignment will be charged four (4) hours of contract sick leave. ~~Contract~~ Tenured/tenure-track college faculty who do not complete any portion of the day's assignment will be charged eight (8) hours of contract sick leave.

For ~~contract~~ tenured/tenure-track college faculty who are assigned on-campus four (4) days per week the following shall apply:

~~contract~~ tenured/tenure-track college faculty who complete any portion of the day's assignment will be charged five (5) hours of contract sick leave. ~~Contract~~ Tenured/tenure-track college faculty who do not complete any portion of the day's assignment will be charged ten (10) hours of contract sick leave.

Effective Fall Semester 2006, for a Non-classroom college tenured/tenure-track faculty, sick leave for doctor or dentist appointments may be taken reported in increments of one (1) hour. Each hour of reported contract sick leave shall be deducted from the sick leave balance of the faculty member at the rate of 1.2 times each hour reported. (Example: A non-classroom tenured/tenure-track faculty member is out sick for 4 hours. That person will report 4 hours of sick leave, but will have her/his sick leave balance reduced by 4.8 hours.)

#### Sick Leave Usage for Continuing Education Faculty (11.2.2.1 – 11.2.2.3)

##### 11.2.2.1 Continuing Education Classroom Assignment

Sick leave usage for tenured/tenure track faculty will be calculated by multiplying the number of hours absent from the teaching assignment by 1.6.

For example:

- a) Sick for 5 hours of teaching = 5 times 1.6 = 8 hours of sick leave usage
- b) Sick for 2 hours of teaching = 2 times 1.6 = 3.2 hours of sick leave usage

- c) Sick for 3 hours of teaching = 3 times 1.6 = 4.8 hours of sick leave usage.

Adjunct faculty are charged sick leave on an hour-to-hour basis for the number of teaching hours for which they were absent.

Full-time tenured/tenure track faculty with an overload assignment are charged sick leave from their adjunct pool of hours.

#### 11.2.2.2 Continuing Education Non-classroom Assignment

Tenured/tenure track and adjunct faculty on non-classroom assignments are charged sick leave on an hour-to-hour basis.

#### 11.2.2.3 Illness While On Duty

Employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

### 11.2.3 Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

Upon giving birth, the faculty member shall be eligible for six (6) weeks of continuous maternity leave (eight [8] weeks for C-Section deliveries) without the need for a physician's statement. Upon returning to work the provisions of 11.2.11 shall be followed. Those faculty members who do not have sufficient full-salary sick leave or those who prefer not to use their full-salary sick leave for the purposes of maternity leave may use half-salary sick leave for this six (6) or eight (8) week time period under the provisions of Section 11.2.5 of this Article.

Adjunct faculty members who remain on sick leave from the end of one semester through the start of the subsequent semester shall be able to continue in paid status during the subsequent semester until the exhaustion of their accrued sick leave. Any catastrophic sick leave which may be granted shall be in addition to this leave.

Family Necessity Leave – A maximum of forty-eight (48) hours of accrued, full-salary sick leave credit may be used in a calendar year. Proper uses of



Family Necessity Leave are: absence from duty to care for the unit member's sick child, parent, spouse, or domestic partner (~~as confidentially certified through the District's Benefits Office~~).

#### 11.2.4 Sick Leave Allowance

Faculty with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month of paid service, beginning with the first (1st) month in which the faculty member begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportional for assignments other than full time. Unused, full-salary sick leave shall accrue without limitation. A tenured faculty member who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused full-salary sick leave credits restored.

Adjunct faculty who become tenured/tenure-track faculty shall have their full-salary sick leave converted to their tenured/tenure-track assignment on the effective date of the contract. Tenured/tenure-track faculty who also have overload assignments shall separately accumulate and be eligible for sick leave benefits from each of her/his ~~contract~~ tenured/tenure-track and overload assignments. Tenured/tenure-track faculty may utilize sick leave from their contract sick leave account for hourly assignments, or may utilize sick leave from their hourly sick leave account for ~~contract~~ tenured/tenure-track assignments, provided the sick leave account against which their sick leave is being charged has been depleted.

~~Effective on ratification of this Agreement or July 1, 2008, whichever occurs later, a~~ A contract tenured/tenure-track employee who has both accrued contract sick leave and accrued hourly/adjunct sick leave may use leave from either accrued amount in the event of a qualifying absence, regardless of whether the absence is from ~~contract~~ tenured/tenure-track or hourly/adjunct assignment. Unless the employee requests in writing that the leave be deducted from a specified accrual amount the leave will be deducted based on the assignment from which the employee is absent. However, the two accrual amounts will be calculated and maintained separately for all other purposes, including but not limited to service credit for retirement. ~~Accrued adjunct/hourly sick leave does not count as service credit for retirement from contract status and vice versa.~~

NOTE: For purposes of accrual and usage, a full-day (100% paid assignment) shall be defined as eight (8) hours. College Adjunct faculty shall earn sick leave at the rate of .057 multiplied by the hours worked each month. Upon retirement, adjunct faculty CalSTRS members shall have any existing sick leave balance converted to days for reporting to CalSTRS by dividing her/his outstanding sick leave balance by 3 (three) hours/day.

#### 11.2.5 Half-Salary Sick Leave

Tenured/tenure-track faculty are eligible for half salary sick leave up to a maximum of one hundred (100) days of their contractual assignment. Absence for any portion of a workday shall be considered as one complete day of half-salary sick leave. Tenured/tenure-track faculty are eligible to be placed on half-salary sick leave status following the exhaustion of both their full salary sick leave accrual and their sick leave allotment for that fiscal year. The exact number of half salary sick leave days a faculty member is eligible for will be computed by summing the total number of full salary sick leave days accrued, allotted, and used within the fiscal year, and then subtracting this total from one hundred (100). Faculty may continue on half-salary sick leave from one (1) fiscal year to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

Tenured/tenure-track faculty who exhaust their contract sick leave ~~may request to~~ will utilize any hourly sick leave they have accumulated prior to being placed on half-salary sick leave status.

- 11.2.6 When a faculty member is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, he/she shall be placed on full-salary sick leave to the limit of the new year's entitlement from the previous year and is eligible for a new entitlement of half-salary sick leave.

11.2.7 Transfer of Accumulated, Full-Salary Sick Leave

Faculty who have previously worked for another California school or community college district may have their previous sick leave balance transferred to the San Diego Community College District, provided each of the following conditions are met (pursuant to Education Code 87782):

- 11.2.7.1 Employment in the previous district as a faculty member was for a period of one (1) calendar year or more.
- 11.2.7.2 Employment with the San Diego Community College District began on or after September 17, 1965.
- 11.2.7.3 Employment with the San Diego Community College District is accepted within one (1) year of termination from the other district.

11.2.8 Extenuating Circumstances and Special Conditions

- 11.2.8.1 Quarantines -- Faculty who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

11.2.8.2 Illness Preceding Death -- In the event of the death of a faculty member while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of a faculty member is claimable as a sick leave benefit by the estate.

11.2.8.3 Work While Convalescing -- During an illness or while convalescing, a faculty member may return to work only when fully cleared as prescribed in 11.1.2 for absences of thirty (30) calendar days or more.

11.2.8.4 Termination of Employment -- If an hourly class cancels due to low enrollment, lack of funding or other reason, sick leave benefits cease (accrual and usage) upon termination of the employment relationship. This situation should be distinguished from those in which the faculty member severs the employment relationship before the end of the academic year. When a faculty member severs the relationship, the District may deduct from the final check a prorated amount representing unearned sick leave which has been previously used.

## 11.2.9 Personal Necessity Leave

### College Faculty

~~11.2.9.1 A maximum of six (6) days of accumulated, full salary sick leave credit may be used for any of the following:~~

~~11.2.9.1.1 Death or serious illness of a member of the immediate family as defined in Article 11.1. In the case of illness, there must be a need for the services of a physician and the immediate presence of the faculty member.~~

~~11.2.9.1.2 Accident involving the faculty member's person or property, or that of his/her immediate family as defined in Article 11.1.~~

~~11.2.9.1.3 Appearance in court as a litigant, or as a witness under an official order.~~

~~11.2.9.1.4 Up to three (3) days sick leave per fiscal year plus any hourly assignments on those days is available as~~

~~discretionary leave to tenured/tenure-track faculty members. Any day taken as discretionary leave may include any hourly assignments on that day. This same benefit is available for adjunct faculty on the basis of the assigned hours for three (3) assigned classroom/non-classroom days. The reasons for this leave shall be at the discretion of the faculty member.~~

~~Such leave shall be requested in writing at least five (5) working days in advance except in an emergency. In an emergency the reasons for the leave shall be provided to the appropriate manager.~~

~~Approval of such leave will be in accordance with subsection 3) below.~~

~~11.2.9.2—Absence for personal necessity may be taken in increments of one (1) hour and shall not be granted during a leave of absence.~~

~~11.2.9.3—Requests for personal necessity leave shall be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed. Verification may be required, including a signed statement by the faculty member and/or the attending physician.~~

#### Continuing Education Faculty

11.2.9.1 A maximum of seven (7) workdays of accumulated, full-salary sick leave credit per fiscal year may be used for any of the following:

11.2.9.1.1 Death or serious illness of a member of the immediate family as defined in Article 11.1. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.

11.2.9.1.2 Accident involving the employee's person or property, or that of his/her immediate family as defined in Article 11.1.

11.2.9.1.3 Appearance in court as a litigant, or as a witness under an official order.

11.2.9.1.4 Personal observances or events which are of such significance that to be absent from duty is a personal necessity.

11.2.9.2 Absences for personal necessity may be taken in increments of one

(1) hour, and shall not be granted during a scheduled leave of absence.

11.2.9.3 Applications for personal necessity leave are to be submitted in writing to the site administrator five (5) working days in advance. In an emergency, (a personal event which an employee could not plan and had no control) applications for personal necessity may be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

11.2.10 Catastrophic Illness or Injury Leave (reference Education Code 87045)

At the discretion of the District, this section will sunset and become null and void ninety (90) days after the District serves notice upon the Guild of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this Article will be completed.

Faculty members may contribute up to a maximum of forty (40) accumulated sick leave hours (a minimum of eight [8] hours and in one [1] hour increments thereafter) per ~~faculty contract~~ fiscal year to another faculty unit member within the college faculty bargaining unit or the classified bargaining unit ~~a member of the Office Technical or Food Services Unit~~. The parameters of the program are:

11.2.10.1 The illness/injury of the faculty unit member ~~requesting the receipt of leave days~~ or family member must be serious (life threatening or expected to incapacitate him/her for an extended period of time) as verified by a physician. The District may require the faculty member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

OR, the faculty member is on maternity leave and has exhausted her sick leave.

11.2.10.2 Sick leave contributions will be solicited by AFT-Guild after the faculty member makes the need known to the AFT union representative or her/his appropriate manager. AFT will then forward the donated time received to the District Payroll Manager;

11.2.10.3 The ill/injured faculty member must have exhausted all accrued full-salary paid leaves;

11.2.10.4 Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;

- 11.2.10.5 A maximum of ~~thirty five (35)~~ sixty (60) additional paid sick leave days may be utilized by each faculty member per catastrophic illness/injury;
- 11.2.10.6 Sick leave days donated will be paid at the salary level of the faculty member who receives such days;
- ~~11.2.10.7 Sick leave hours donated to adjunct faculty members may only be utilized from the date of exhaustion of the adjunct faculty member's full salary sick leave until the termination of each assignment which was active as of the date of exhaustion of the adjunct faculty member's full salary sick leave.~~
- 11.2.10.8 AFT-Guild shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving sick leave time for catastrophic illness or injuries.

#### 11.2.11 Return to Work

- 11.2.11.1 Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance of the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by management.
- 11.2.11.2 In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to her/his full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. The District will consult with AFT on the results of this evaluation.

### 11.3 LEAVES OF ABSENCE - APPLICATION

#### 11.3.1 Eligibility

Long-term leaves of absence may be granted to faculty covered by this Agreement, subject to the stipulations delineated below.

### 11.3.2 Application for Leave of Absence

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, with all necessary documentation, such as physician's statement of incapacity or prepared study program, attached. Requests for a leave of absence shall be submitted to the immediate supervisor with reasonable advance notice of the intended leave. The immediate supervisor shall forward the leave request through their President or Vice Chancellor to the Payroll and Benefits Manager.

If the leave is required for planned medical treatment or supervision, the faculty member shall make reasonable efforts to schedule the supervision or treatment to avoid disruption to the District.

#### *Need to be renumbered*

Types of leave include:	Family Medical/CFRA Leave	11.3
	Health Leave	11.3.2
	Parental Leave	11.3.3
	Adoption/Child Placement Leave	11.3.4
	Pregnancy Disability Leave (PDL)	11.3.6
	Professional Study Leave	11.4.1
	Service to Other Public Agencies/ Institutions	11.4.2
	Long-Term Military Leave	11.4.3
	Travel Leave	11.4.4
	Personal Business Leave	11.5.1
	Bereavement Leave	11.5.2
	Court Appearance Leave	11.5.3
	Jury Duty	11.5.3
	Short-Term Military Leave	11.5.4
	Other	11.4.5

### 11.4 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/ PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)

The parties recognize that this language is based on an active body of law and, as changes occur, the law will prevail.

#### 11.4.1 FMLA/CFRA/

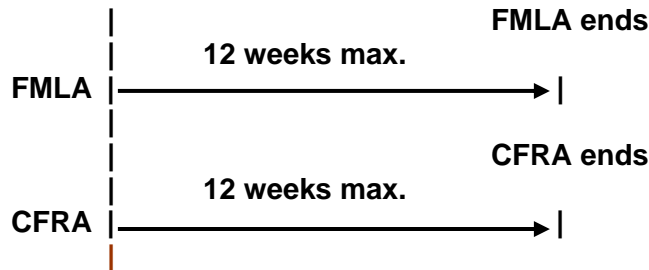
##### 11.4.1.1 Definitions

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
- CFRA – California Family Rights Act administered by the California Department of Fair Employment and Housing.

These two acts run concurrently.

11.4.1.2 Conditions

FMLA and CFRA shall run concurrently, except in the case when PDL is used. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.



11.4.1.3 Eligibility

A unit member is eligible for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months; and (2) has a minimum of 1250 (twelve hundred fifty) hours of service (hours worked) in the twelve (12) month period immediately preceding the leave.

11.4.1.4 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days’ advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days’ advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall



include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

#### 11.4.1.5 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however; nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

#### 11.4.1.6 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying:"

- 11.4.1.6.1 The birth of a child of the unit member, and to care for the newborn child;
- 11.4.1.6.2 The placement of a child with the unit member for adoption or foster care;
- 11.4.1.6.3 Providing for the care of the unit member's parent, child, spouse or domestic partner who has a serious health condition;
- 11.4.1.6.4 Because of a serious health condition that makes the unit member unable to perform the essential functions of his/her position.

Unlike the FMLA, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition (refer to Article 11.4.2).

#### 11.4.1.7 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave.

Medical certification required for the unit member's own serious health condition shall include:

- a) the date when the serious health condition began;
- b) the probable duration of the condition; and
- c) a statement that due to the serious health condition, the unit member is unable to perform the essential functions of his or her position.

Medical certification is required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse or domestic partner and shall include:

- a) the date on which the serious health condition commenced;
- b) the probable duration of the condition;
- c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and
- d) a statement that the serious health condition warrants the participation of a family member to provide care.

The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

## 11.4.2 FMLA/PDL

### 11.4.2.1 Definition

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
- PDL – Pregnancy Disability Leave.

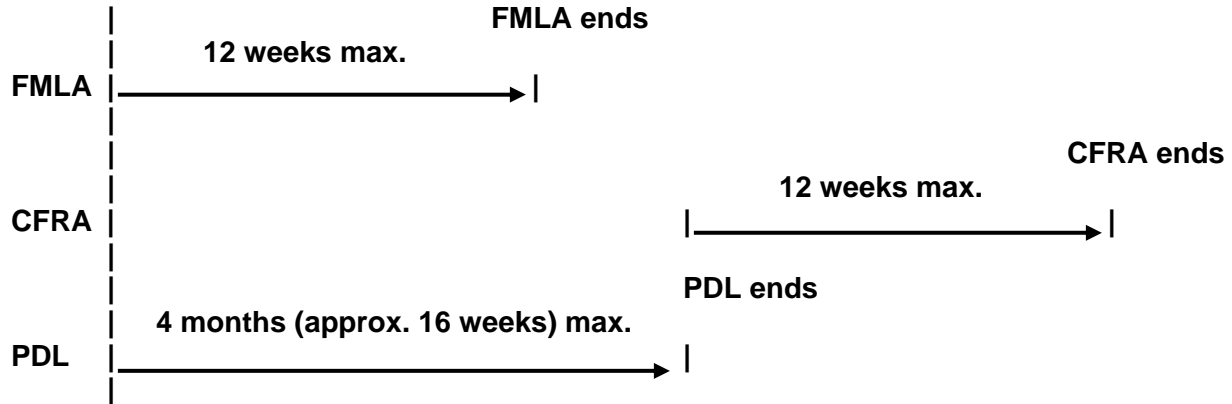
These two acts run concurrently.

### 11.4.2.2 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA only. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 11.4.1.2 shall apply.

Separately CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then

beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one year of the child's birth.



11.4.2.3 Eligibility

Pregnancy Disability Leave is available to probationary employees upon the date of hire. PDL is available to permanent unit members and will run concurrently with FMLA.

11.4.2.4 Notice

Unit members wishing to take FMLA/PDL must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

11.4.2.5 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however, nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

#### 11.4.2.6 FMLA/PDL Qualifying Reason

The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

#### 11.4.2.7 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA/PDL leave to report periodically on the employee's status and intent to return to work.

#### 11.4.3 Compensation

Leaves as described in this Section (11.4) are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves, or unless the unit member chooses to use her/his accrued sick leave.

#### 11.4.4 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working. This does not apply to faculty members covered under a COBRA qualifying event.

#### 11.4.5 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Section (11.3) and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave. Leaves taken under this section shall not be considered a break in service for purposes of tenure, promotion, seniority, or sabbatical leaves.

### 11.5 OTHER UNPAID LEAVES OF ABSENCE

#### 11.5.1 Professional Study Leave

Requests for professional study leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need

for education study and the potential value to the District upon completion of such study.

#### 11.5.2 Service to Other Public Agencies and Institutions

Long-term leaves of absence may be granted to faculty to serve another public agency in some full-time capacity which will benefit the District and the faculty member, or to serve as an elected official in public office. This leave may be used for exchange faculty assignments where the faculty member's salary is to be paid by another university, college or district, or by a foreign nation.

#### 11.5.3 Long-Term Military Leave (more than 30 workdays per fiscal year)

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

11.5.3.1 Salary Entitlement (first 30 (thirty) days) -- A faculty member who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first 30 (thirty) days of ordered military duty. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed 30 (thirty) days in any college year. (See Section 11.7.5)

11.5.3.2 Return to the District -- A faculty member, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the faculty member shall not be entitled to sick leave, vacation, or salary for the period he/she was on leave, except as noted above.

11.5.3.3 Forfeiture of District Position -- A faculty member who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.

#### 11.5.4 Travel Leave

After ten (10) years of service to the District, a faculty member may apply for a leave of absence for travel, without pay, for a period not exceeding one (1) academic year, to be taken on a one- (1) semester or two (2) semester basis.

#### 11.5.5 Other Leaves

A faculty member may be granted a long-term leave of absence for other reasons at the discretion of the Chancellor.

#### 11.5.6 Length of Leave

Unpaid leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full academic years in addition to any remaining portion of a year in which the leave began.

#### 11.5.7 Salary Considerations

Salary-step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies.

#### 11.5.8 Retention of Earned Sick Leave

Faculty on long-term leaves of absence shall retain any prior sick leave which may have accumulated, but shall not accumulate any additional sick leave rights during the leave period.

#### 11.5.9 Return from Leave

At the expiration of a leave of absence, a faculty member shall be reinstated in a position for which he/she qualified at the commencement of the leave of absence and shall retain the tenure status which they had earned prior to the leave of absence.

### 11.6 PAID LEAVES OF ABSENCE

#### 11.6.1 Personal Business Leave with Pay for College Faculty only

Faculty may be excused from duty with verbal permission from the supervisor for a period of not more than two (2) hours per month in increments of fifteen (15) minutes. Upon return from Personal Business leave, a faculty member must complete the required District form. Valid reasons for and conditions of personal business leave include:

- a) Death or illness in immediate family (extension of bereavement leave).
- b) Extension of paternity/adoption leave in emergency cases.
- c) Unavoidable transportation delay.
- d) Private legal matters, including marriage and divorce.
- e) Attendance at college graduation ceremonies (immediate family).
- f) Participation in college graduation ceremonies.
- g) Attendance, as officer or delegate, at civil or fraternal conventions.
- h) Funeral attendance.
- i) Emergency child-care problems.
- j) Meeting spouse/domestic partner from or seeing him/her off to overseas duty.
- k) Attendance at wedding.

- l) Taking examinations.
- m) To serve as executor of a will.
- n) Medical appointments.
- o) Religious observances.
- p) Registering for classes.
- q) Attendance at child's individual parent-teacher consultation.

## 11.6.2 Bereavement Leave

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

- Child (or person raised by the unit member)
- Spouse (or ~~certified~~ domestic partner)
- Parent (or person who raised the unit member)
- Brother or Sister
- An individual with whom the employee had a significant personal relationship.

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

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

- stepmother or stepfather
- grandparent
- guardian or ward
- grandchild or stepchild
- ~~brother or sister~~
- brother-in-law or sister-in-law
- son-in-law or daughter-in-law
- stepbrother or stepsister

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

Up to three (3) additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes in this section 11.6.2.2.

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

- aunt
- uncle
- niece
- nephew
- divorced spouse or in-law
- cousin

11.6.2.4 Leave may be secured by verbal request, but requires submission of the appropriate leave request form upon return to duty. Supervisors may request validation which may be in the form of a memorial service announcement, published obituary, or other documentation. Supervisors may also request that the unit member submit a signed statement attesting to the fact that the family member indeed raised or was raised by the unit member if the family member was not the unit member's parent or child.

11.6.2.5 A unit member who while on vacation has a death in the immediate family may request that bereavement or sick leave as defined in sections 11.6.2.1 – 11.6.2.3 above, and/or personal necessity leave be substituted for vacation.

11.6.2.6 Leave from sections 11.6.2.1 – 11.6.2.3 above must be used within twenty-one (21) calendar days following the death of the family member and must be used consecutively. One day of leave as appropriate from sections 11.6.2.1 – 11.6.2.3 above may be used after twenty-one (21) calendar days following the death of the family member, provided bereavement leave was not already taken as a result of the same death.

11.6.2.7 Leave granted to eligible faculty working summer assignments shall not be extended by the use of personal necessity leave.

### 11.6.3 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, (except for voluntary grand jury service), appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order to appear, to his/her Dean on the next working day after he/she receives notice to appear.



The unit member shall be granted a leave for a duration not to exceed those specified by the requirements of the official order.

Unit members shall return to work during their regular workday when they serve only a partial day on jury duty. However, a unit member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the unit member's normal work day.

Leaves granted under these provisions shall be without loss of compensation. Per diem or other travel expenses shall be retained by the faculty member.

Upon completion of duty, the unit member shall have the secretary of the court complete a "notice of duty termination and return to work." Unit members shall submit all necessary documentation to her/his Dean within ~~twenty-four (24) hours~~ five (5) days of returning to work.

#### 11.6.4 Short-Term Military Leave

A faculty member shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the armed forces, and for the purpose of engaging in ordered, temporary military training not to exceed 30 (thirty) workdays per college year.

11.6.4.1 Ten- (10) month faculty who are members of military reserve units shall request their military active-duty training orders for periods when classes are not in session.

11.6.4.2 Short-term military leaves for active duty will be granted during the college year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during vacation periods.

11.6.4.3 The leave request form shall be submitted with copies of official orders attached.

#### 11.6.5 Paid Parental Leave

Upon the birth of a child, in order to make final arrangements to adopt a child, or to arrange for the placement of a child of the faculty member in foster care, a faculty member, upon verbal request, shall be granted one (1) day of leave without loss of pay. Unit members (who did not give birth) may also use up to six weeks of their full-salary accrued sick leave for the aforementioned purposes. Upon return to duty the faculty member must submit the appropriate leave request form. This leave will run concurrently with the twelve (12) weeks provided under FMLA/CFRA.

## 11.7 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

### 11.7.1 Eligibility

Industrial Accident and Illness Leave shall be available to all members of the bargaining unit immediately upon employment with the District as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers' Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article 11.

### 11.7.2 Definition

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

### 11.7.3 Notification

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

### 11.7.4 Application for Industrial Accident and Illness Leave

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

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

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

#### 11.7.5 Authorized Use

Industrial Accident and Illness Leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness.

#### 11.7.6 Leave Allowance

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

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

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

#### 11.7.7 Compensation

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

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

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

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

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

#### 11.7.8 Leave Available Upon Expiration of Accident Leave

Sick leave may be used in the following order:

- a) The sixty- (60) days' accident leave is paid first.
- b) All regular full-salary sick leave is paid next.
- c) Half-salary sick leave and money from temporary disability allowance is paid next.
- d) After all paid benefits are exhausted, the employee receives any remaining temporary disability benefits directly from the District's workers compensation claims administrator, and the employee may be placed on long-term health leave without pay.

#### 11.7.9 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work.

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

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

#### 11.7.10 Unpaid Health Leaves

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

#### 11.7.11 Absence Beyond Expiration of All Leaves

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

11.7.11.2 If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.

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

#### 11.7.12 Reconciliation of Leaves

Upon return to duty, following medical clearance, the money value of any disability payments in excess of the sixty (60) day leave allowance shall be converted to regular full-pay sick leave that the employee has used as a result of the industrial injury or illness, and the appropriate hours credited to the employee's account.

#### 11.7.13 Absence from State

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

## 11.8 REINSTATEMENT

Any tenured faculty member who resigns from the District and is reemployed following a search process within 39 (thirty-nine) months after his/her last day of paid service shall have restored to him/her all of the rights and benefits of a ~~contract~~ regular faculty member pursuant to Education Code Section 87731.

## ARTICLE XII - RIGHTS OF PARTIES

### 12.1 FACULTY RIGHTS

12.1.1 The Board and the Guild agree to work cooperatively to promote and maintain a climate of free, impartial, and responsible inquiry and discussion.

12.1.2 The Pursuit of Truth. The District and the AFT Guild agree that academic freedom is essential to the teaching-learning process. The fundamental need is acknowledged to protect faculty from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching function.

#### 12.1.3 Discipline of Students

12.1.3.1 A zero tolerance standard has been adopted for the following student behavior. Students engaging in any of these behaviors will be ~~suspended or~~ expelled from the San Diego Community College District in accordance with District ~~Policies Policy 3100 et. seq.~~ Behavior which will result in ~~suspension or~~ expulsion includes:

12.1.3.1.1 Any threat of force or violence or any assault or battery upon a student or college personnel. (All statements of violence whether general or directed at a specific target will be taken seriously.)

12.1.3.1.2 Possession of a firearm, explosives, unlicensed dangerous chemicals, any object identified in Penal Code 626.10, or any object used in a dangerous manner.

12.1.3.1.3 Willful misconduct which results in injury or death to a student or college personnel.

12.1.3.1.4 The use, sale or possession on campus of, or presence on campus under the influence of, any controlled substance, or any poison classified by Schedule D in Section 4160 of the Business and Professions Code. Based on the results of the student hearing, offenses under this section may be reduced from an expulsion to a suspension.

12.1.3.2 Faculty members (with the assistance of the College Police if necessary) may suspend from the class, for that day, ~~and the day~~ following class meetings of the same week, or the class meetings of the following week, any student whose actions constitute a threat to the safety of the classroom or its occupants, or whose behavior causes a disruption in the education process of other class members.

In the event of suspensions which allege violence, the faculty member shall immediately contact their immediate supervisor ~~site administrator~~ and the District College Police. ~~When the site administrator does not agree with the faculty member's assessment of violence, the faculty member or AFT may immediately contact the office of the Vice President or in his/her absence, the President, who shall review the matter and make a final decision.~~

12.1.3.3 Unit members can, at any time, request the convening of a Threat Assessment Team (TAT) if a student behaves in a manner in which the unit member considers potentially threatening. The TAT will be convened from pre-trained members of college police, academic affairs, mental health, faculty, staff, and the reporting unit member. The TAT will evaluate all pertinent information regarding the student and formulate an appropriate response as expeditiously as possible. Behaviors which may prompt request of a TAT intervention include:

a) Situations involving physical violence, allegations of physical violence, threats of physical violence, frequent verbal or written discussion of physical violence, or other threatening behaviors.

b) Situations where it reasonably appears that a student's behavior is either (1) disruptive, (2) clearly distressed, or (3) seriously at variance from social norms.

12.1.3.4 The District shall provide for the defense of any civil action brought against a ~~faculty~~ unit member arising out of student disciplinary action in accordance with District ~~Procedure 2003-1~~ Policies and shall compensate the unit member at the unit member's non-classroom rate of pay for any time spent outside of her/his regularly assigned workweek related to said litigation. A substitute will be provided if said litigation proceedings require the unit member to miss a class meeting.

12.1.3.5 During student disciplinary hearings ~~faculty~~ the unit member may be required to attend, and in this event, ~~faculty~~ the unit members shall have the right to union representation. The District shall compensate the unit member at the unit member's non-classroom rate of pay for any time spent outside of her/his regularly assigned workweek. A substitute will be provided if said hearing requires the unit member to miss a class meeting.

#### 12.1.4 Assault on Faculty



Unit members shall report to their immediate supervisor and appropriate law enforcement authorities incidents in which they have been attacked, assaulted, battered, or menaced by any person on District property or assigned facilities. The District shall give full support, including legal and other assistance, for any assault upon faculty members while acting in the discharge of their assigned duties. In cases where assault results (e.g. worker's compensation) in injury and/or absence from work, the following conditions apply:

- 12.1.4.1 If absence occurs from such assault or injury, the faculty unit member shall not forfeit any sick leave, ~~or personal leave, or salary during the period of recovery until other remedies have been exhausted at the employee's option.~~
- 12.1.4.2 Benefits derived under this Agreement shall continue beyond the period of any Workers Compensation ~~until all benefits have been exhausted.~~
- 12.1.4.3 The faculty unit member concerned shall advance on the salary schedule during such period in accordance with the provisions of the salary schedule.
- 12.1.4.4 The District shall reimburse faculty unit members for any loss, damage, or destruction of clothing or personal property of the faculty unit member ~~while on duty on the site premises or at a center-sponsored activity.~~
- 12.1.4.5 Unit members may use such force as is reasonable under the circumstances to protect themselves from attack, to protect another person or property, quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on the person or within the control of another person on District property or assigned facilities.

#### 12.1.5 Faculty Privacy

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

#### 12.1.6 Academic Freedom

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

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

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

12.1.6.1 Collective primacy in designing and approving curriculum and instructional methods;

12.1.6.2 Individual faculty determination of instructional materials, course syllabi content, course content, and student evaluation methods, in concert with colleagues, so as to assure coherence in instruction and the maintenance of academic standards;

12.1.6.3 Individual faculty freedom to discuss subject matter of the course, as appropriate to the standards of the discipline and academic community, even when that material is controversial;

12.1.6.4 Individual faculty authority to evaluate enrolled students solely on the basis of the academic merit of the students' performance;

12.1.6.5 Individual faculty choice of research topics and methods of investigation—subject to professional and peer-determined standards—as well as unconditional freedom to publish results;

12.1.6.6 Collective faculty participation in shared governance, curriculum review, and accreditation processes;

12.1.6.7 Individual faculty have liberty to address issues of concern both inside and outside of the classroom with the candor to make it clear that when one is speaking on matters of public interest, one is not speaking for the institution.

12.1.6.8 Freedom to address any matter of institutional policy or action whether or not as a member of an agency of institutional governance.

12.1.6.9 Faculty have the freedom to address the larger community with regard to any matter of social, political, economic, or other interests, without institutional discipline or restraint.

12.1.7 Freedom of Expression

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

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

12.1.7.1 The District shall protect the rights of faculty to express their views in the classroom. While it is understood that controversy is often at the core of inquiry, such controversy should be addressed in a mutually respectful manner.

12.1.7.2 The right to speak freely in all District forums, including when working with students.

12.1.7.3 The freedom to explore a wide range of views and judge the merits of competing ideas.

12.1.7.4 As outlined in District policies and procedures, faculty have responsibilities which are based upon principles of fairness, integrity, confidentiality, safety, professionalism, and respect for others.

12.1.7.5 Members of the academic community have the right to participate in District governance and to join or form organizations without fear of retaliation.

## 12.2 GUILD RIGHTS

12.2.1 The Guild and its duly authorized campus representatives shall have the use of District facilities ~~in conformity with the Civic Center Act.~~

12.2.2 The Guild shall have the right to use District copying equipment and services provided such use does not interfere with instructional support services and provided the Guild reimburse the District for actual costs.

12.2.3 The Board shall set aside reasonable bulletin board space for Guild use. Bulletin boards shall be located prominently in areas frequented by faculty such as mailbox areas and lounges. The Guild shall be responsible for keeping material updated.

12.2.4 Faculty members who are duly authorized Guild representatives shall be free to conduct official Guild business, including grievance representation activities, on campus property and as necessary to the performance of Guild responsibilities to members of the bargaining unit, provided such activity does not interfere with the instructional process.

12.2.5 The president of the Guild or his/her designee shall have the right to submit arguments and data relative to agenda items at Board meetings. Guild presentations at Board meetings shall not interfere with or disrupt the orderly

conduct of Board meetings. The District shall furnish the Guild with two (2) copies of all regular Board meeting minutes and two (2) copies of each meeting agenda together with all docket materials.

- 12.2.6 A campus faculty parking identification sticker shall be provided to the Guild for its designated local staff representative(s).
- 12.2.7 The District will give the Guild two (2) copies of all tentative, preliminary, and final budgets.
- 12.2.8 Paid staff representatives of the Guild or its affiliates may meet with faculty members on campus provided that they identify themselves in the office of the college/center chief administrator and provided that no interruption of instruction results.
- 12.2.9 The Guild shall have the right to use the District mail service and faculty mailboxes for communication with faculty members. AFT Guild materials that can be included in the regular District mail delivery process will be distributed to all faculty mailboxes at Mesa College. The District will not be responsible for delivering time sensitive materials any sooner than the regular mail distribution system allows.

The Guild shall be given the opportunity to have a representative attend and speak at the annual/semester site faculty meetings. The Guild shall be entitled to have announcements of meetings included in official publications of the San Diego Community College District.

- 12.2.10 To provide a means for consultation on matters outside the scope of representation and matters related to the administration of the Agreement, there shall be created a Consultation Committee composed of the Chancellor, or designee, and the Guild president, or designee, and such other individuals as either shall appoint. The committee shall meet on a regular basis and each party shall have the right to submit agenda items.

The Guild shall have the right to assign a representative to Continuing Education Center meetings which pertain to budget development at the site and division levels. The Union agrees to notify the District in writing of the names of authorized staff representatives upon appointment.

- 12.2.11 Within the limits of the Privacy Act, names, job titles, home addresses, and telephone numbers of all faculty members shall be provided to the Guild no later than forty-five (45) days from the first (1st) day of each recognized academic term, semester, or summer session.
- 12.2.12 The Guild shall be granted 5.0 FTEF yearly of paid released time to be used at the discretion of the Guild. The District will provide additional substitute

hours for members of the AFT Guild negotiating team when negotiating with the District and for substitute hours for the Guild's Grievance Chair when meeting with District representatives in attempting to resolve formal grievances.

12.2.13 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of the representation provided faculty as of the date of this Agreement, unless otherwise provided by the express terms of this Agreement.

12.2.14 The Guild may designate one (1) faculty representative to serve on the District Governance Council.

### 12.3 MANAGEMENT RIGHTS

The District, on its own behalf, and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities not specifically modified by the terms and conditions of this Agreement.

### 12.4 ACADEMIC SENATE RIGHTS

The District will provide each Academic Senate at City, Mesa, and Miramar Colleges and Continuing Education with 1.6 FTEF reassigned time per academic semester to be used at the discretion of the Senate.

Additionally, 1.0 FTEF reassigned time shall be made available in each school at each college and in continuing education to coordinate Student Learning Outcome (SLO) and Program Review activities. These coordinators shall be elected by the tenured/tenure-track faculty they represent.

### ARTICLE XIII - CALENDAR

- 13.1 There shall be established a District Calendar Committee to prepare an academic calendar that enhances the instructional process. The committee shall be composed of equal numbers of representatives of each exclusive bargaining agent and a representative of management appointed by the Chancellor. All parties have the right to bring in consultants as needed. The committee shall serve to represent the concerns of the interested parties by the formulation of an appropriate calendar to be presented to the Chancellor or his/her designee. Subsequent to the final recommendation of the District Calendar Committee to the Chancellor or her/his designee, the AFT Guild will have the right to submit an independent recommendation of an academic calendar. If the Guild elects to submit an independent recommendation, that recommendation will be docketed for consideration by the Board in addition to the Chancellor's recommendation.
- 13.2 The work year for individual faculty members will follow the Board-adopted calendar for the respective organization (college or Continuing Education) based upon the location of the faculty member's assignment.

ARTICLE XIV - DUE PROCESS

- 14.1 When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the faculty member in solving these problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction. Discipline includes the District's rights to reprimand, to suspend (with or without pay) or to terminate a faculty member. Discipline shall not be administered without just cause.
- 14.2 All faculty are eligible for a hearing prior to any disciplinary action involving loss of pay. If a unit member of the Guild elects to be represented by the Guild in a disciplinary matter, the unit member shall be allowed to have no more than three (3) Guild representatives present during the pre-disciplinary hearing, consisting of the Guild's attorney, Guild President, and Guild representative or Grievance Chair. Only one (1) of these Guild representatives will be allowed to be the spokesperson during the hearing.
- 14.3 In all cases involving a hearing, the appropriate manager, serving as a hearing officer, shall be required to provide in writing the following:
  - 14.3.1 The proposed disciplinary action,
  - 14.3.2 A statement of charges,
  - 14.3.3 The rule, regulation, practice, or policy involved.
  - 14.3.4 Statements of faculty member's right to review, and/or receive copies of any documents or evidence,
  - 14.3.5 Statement of faculty member's right to respond orally or in writing, or both, and
  - 14.3.6 Right of faculty member to have representation.
- 14.4 The hearing date and time shall be set no sooner than fourteen (14) calendar days after delivery of the written notice, unless an earlier date is mutually acceptable.
- 14.5 After the hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days.
- 14.6 Any disciplinary action which involves the deprivation of salary or termination of employment is subject to the grievance procedure, after a final decision has been rendered.
- 14.7 A tenured/tenure-track faculty member who submits a written resignation under stress or duress may, within ten (10) workdays following the date said resignation was submitted, withdraw the resignation without prejudice.

14.8 Prior to the placement of any letter of reprimand into a faculty member file, the faculty member shall be given the opportunity to review the letter of reprimand.

14.9 Investigations of bargaining unit members after a complaint has been received.

At the point the District determines that disciplinary action will be issued against the accused unit member and/or the accused unit member is requested to participate in an interview regarding the complaint:

The District shall disclose the identity of the complainant to the accused unit member and provide the accused unit member with a copy of any written complaint, and any transcription, if such exists, of any oral complaint.

The District shall provide to the accused unit member the content of any interview conducted during the course of the investigation, including the identity of those interviewed, and also disclose the identity of the District agent(s) who conducted the interview(s).

The District shall inform the accused unit member of his or her right to union representation.



## ARTICLE XV - EVALUATION OF FACULTY

### 15.1 TENURED AND TENURE-TRACK COLLEGE FACULTY

All tenured, tenure-track, adjunct, and restricted college faculty are to be evaluated according to the procedures outlined in this Article.

#### 15.1.1 Purposes

The purposes of administrative, peer, and student evaluation of faculty shall be to assess teaching effectiveness, to encourage professional growth, and to make informed decisions regarding retention, tenure, promotion, and salary advancement whenever appropriate. The procedures set forth in this Article XV of this Agreement regarding evaluation and the granting or denial of tenure and/or promotion are intended by the Guild and the District to be applied in such a manner that they will avoid arbitrary and capricious recommendations and decisions.

Evaluation committee members should refer to Article VIII, Sections A4.8 and A4.9, for general standards regarding tenure and promotion.

The parties agree that the addition of language to this collective bargaining agreement regarding online evaluation procedures and instruments does not imply agreement between the parties that online education and classroom-based instruction are the same with respect to factors affecting performance and evaluation of performance. The parties also agree that nothing in this language will be interpreted to mean that one form of instruction (online or classroom-based) is equivalent or non-equivalent, superior, or inferior to the other.

#### 15.1.2 Frequency

A comprehensive evaluation will be completed during each of the following full years of service. A full year of service is defined as having worked for at least seventy-five percent (75%) of the number of days in the evaluatee's current yearly contract assignment, unless expressly contraindicated by another article of this Agreement, or state or federal law. In any case, faculty eligible for promotion shall be expected to meet or exceed the promotional standards outlined in Article VIII of this Agreement in order to be promoted.

15.1.2.1 An evaluation shall be completed during each full year of probationary service (four [4] years in most cases). Unless the faculty member has received early tenure, the faculty member's fourth (4<sup>th</sup>) year evaluation will culminate with a recommendation either in favor of both tenure and promotion to Associate Professor, or in a recommendation to deny tenure.

15.1.2.2 An evaluation shall be completed during the second (2<sup>nd</sup>) year following the awarding of tenure and every two (2) years hence until promotion to Professor.

15.1.2.3 Evaluation for promotion from Assistant Professor to Associate Professor shall occur during the evaluatee's fourth (4th) full year of service. Evaluation for promotion from Associate Professor to Professor shall occur during the evaluatee's eighth (8th) full year of service. Time worked in a District assignment different from the faculty member's regular assignment will be counted toward the 75% (seventy-five percent) of the work year requirement for purposes of promotion.

15.1.2.4 An evaluation shall be completed every three (3) years for faculty who hold the rank of Professor.

### 15.1.3 Timelines

15.1.3.1 Probationary and promotional evaluations shall be performed during the fall semester; all other evaluations shall be performed during the spring semester unless an exception is made by the Dean in consultation with the Department Chair.

15.1.3.2 Evaluation committees shall endeavor to be convened, and the first committee meeting held, by the fifth week of the semester.

15.1.3.3 Evaluation committees shall endeavor to complete class visits and student evaluations no later than ten (10) working days prior to the last day of the semester.

15.1.3.4 All materials, including those provided by the evaluatee, must be submitted and all Evaluation Committee meetings must be completed no later than five (5) working days prior to the last day of the semester, unless expressly approved by the appropriate Vice President, in consultation with the appropriate Guild ~~contract~~ tenured/tenure-track vice-president.

15.1.3.5 Notification of Evaluation Committee decisions must be forwarded to the appropriate Vice President no later than the last day of the semester unless expressly approved by the appropriate Vice President, in consultation with the appropriate Guild ~~contract~~ tenured/tenure-track vice-president.

15.1.3.6 Notification that the evaluatee's Performance Review File is complete, including written comments from the Vice President when appropriate, must be forwarded to the appropriate Academic Senate

committee (the TPRC) by the last day of the first week of the following semester, unless expressly approved by the appropriate Vice President, in consultation with the appropriate Guild ~~contract~~ tenured/tenure-track vice-president.

- 15.1.3.7 The recommendations of the TPRC must be forwarded to the appropriate President no later than ten (10) working days after receipt of the above notification from the Vice President.

#### 15.1.4 Evaluation Instruments

The comprehensive evaluation of faculty will utilize one of the "Faculty Appraisal" booklets and forms, referenced in Appendix II of this Agreement, and the procedures delineated herein. The District shall ensure that each site is supplied with a sufficient quantity of these booklets and forms. For non-classroom faculty on special assignment, these evaluation booklets and appraisal forms may be modified based on the written mutual agreement of the evaluatee and appropriate manager, in consultation with the appropriate Guild ~~contract~~ tenured/tenure-track vice-president. Faculty will be evaluated using the same evaluation instruments whether they teach in the classroom, online, or by using a combination of both instructional modes.

#### 15.1.5 Student Evaluation: Instruments, Frequency, Review, and Restrictions on Use

- 15.1.5.1 Mandatory student evaluations, using the official student evaluation instruments (attached to this Agreement in Appendix III) and procedures delineated herein, will be completed by two (2) classes each year (one [1] per semester if possible) for tenured faculty, and by two (2) classes each semester for probationary faculty. The student evaluation instrument will be available in both Scantron (for face-to-face interactions) and Online (for online interactions) forms. The page format of the instrument may vary between the Scantron and Online versions, but the questions will be the same in both versions. Completed student evaluation instruments from previous semesters will be included in the evaluatee's performance review file (PRF) except for faculty on a triennial evaluation cycle who will only have student evaluation instruments from the previous fall semester provided they have been administered. Only the summary forms will be included for evaluations conducted by classes for which grades have not yet been submitted.

- 15.1.5.2 Student evaluation packets will be sent to each tenured/tenure-track faculty member each semester. Each tenured or tenure-track member of the faculty shall select two (2) classes to be surveyed. The second class shall be a different preparation, unless the evaluatee has only a single preparation. Each adjunct member of the faculty

shall select one (1) class to be surveyed. Only those classes so designated will evaluate the faculty member officially during that particular semester or year.

- 15.1.5.3 Faculty members shall fill out class identification forms for each class to be surveyed, and shall give those and the evaluation packets to a selected student in each affected face-to-face class who will administer the evaluations no later than the date established by the campus Evaluation Coordinator. If an online class/counseling session is chosen by the faculty member for evaluation, the faculty member will ~~notify the evaluation coordinator and then~~ request online evaluation services from SDCCD Computing Services by completing an online form to provide the same information as is required on the class identification forms used for in-class evaluations. Computing Services will provide the faculty member with an URL Internet address for students to use and the faculty member will publish the URL at the appropriate place in the online course/counseling session, no later than the date established by the campus Evaluation Coordinator.
- 15.1.5.4 The faculty member is not to be present when the evaluations are administered.
- 15.1.5.5 The student who administers classroom evaluations will return them immediately after class to the appropriate Vice President's office or to another campus office designated by the College President.
- 15.1.5.6 Student evaluations for counseling faculty shall be available to all students who utilize non-classroom services beginning in the third (3<sup>rd</sup>) week of the semester and continuing until thirty-five (35) evaluations have been submitted. Probationary counseling faculty shall submit two sets of student evaluations each year. The appropriate manager will be responsible for collecting these evaluations.

Evaluation forms shall only be completed by students who have had an opportunity to spend an ample amount of time in direct contact with the faculty member so that the evaluation is meaningful. Students who have only casual contact with the faculty member shall not evaluate the faculty member.

- 15.1.5.7 When the completed classroom student evaluation forms are returned to the designated campus office, they are to be forwarded to Computing Services (CS) at the District Office. Online evaluations are submitted directly to CS by the online students.

- 15.1.5.8 When the tabulated forms and accompanying data printouts are returned by CS to the designated campus instructional/student services office, the File Custodian will retain one (1) copy per class per tenured/tenure-track faculty of the "Faculty Evaluation" data printouts. These will be placed in the faculty member's PRF. The student evaluation forms and the second (2<sup>nd</sup>) copy of the data printout will be maintained in confidential envelopes established for each faculty member as the evaluations flow in. Online evaluations will be tabulated by CS and printouts will be generated with summary data and the content of any test comments. These printouts will be sent to the designated campus instructional/student services office where they will be processed as if they were Scantron forms.
- 15.1.5.9 As soon as the grade-filing deadline for the semester has passed, the data printouts and all the tabulated student evaluations will be available for review by the affected faculty member.
- 15.1.5.10 For all faculty on the promotional track, the written comments sections of the student evaluation forms may be microfilmed/microfiched by a reputable firm, one that contracts to do so with a College and/or the District, and one that provides an agreement of non-disclosure of confidential information. Once the appropriate sections are microfilmed/microfiched, the File Custodian will return the original student evaluation forms to each faculty member in sealed envelopes via campus mail. Each returned packet shall contain a letter informing the faculty member that his/her student evaluations have been copied and that the copies are deposited in his/her PRF. Those colleges that choose not to microfilm/ microfiche student evaluation records must retain the original survey sheets for a period of four (4) years for all faculty on the promotional track. This provision does not apply to non- promotional-track faculty or to adjunct faculty. Student evaluations for non-promotional-track faculty and adjunct faculty shall be returned in sealed envelopes via campus mail at the end of each academic year.
- 15.1.5.11 For all faculty on the promotional track, the student evaluation forms should be returned within ten (10) days after the end of the semester (if classes were surveyed in the fall), or within ten (10) days after the start of the next fall semester (if surveyed in the spring). The File Custodian must keep a log of the date on which the tabulated student evaluation forms are sent out (promotional- track faculty only) and the date on which they are returned. After promotional-track faculty have returned their evaluations and such has been noted in the log, the evaluations are to be placed in the PRF's established for each faculty member. This provision does not apply to

non-promotional- track faculty or to adjunct faculty: They do not need to return their student evaluation forms.

- 15.1.5.12 Student evaluations alone never may be used as the sole justification for a decision in summative evaluation, in promotional denial, or in the application of progressive discipline.
- 15.1.5.13 The District shall ensure that each site is supplied with a sufficient quantity of student evaluation forms.
- 15.1.5.14 The District will ensure that Computing Services provides online forms, data processing, and summary reports that maintain student anonymity and provide reliable data, while being as similar as possible to classroom/non-classroom evaluations given the inherent differences in data collection procedures and methods of instruction.

#### 15.1.6 Evaluation Coordination

The evaluation process shall be a collaborative one, and shall be supervised and coordinated at each college by an Evaluation Coordinator to be mutually agreed upon by the College President and the Guild. The duties of the Evaluation Coordinator shall include meeting with all new faculty and administrators to review the evaluation system, which includes the Continuing Education Counselors and Administrators, updating and maintaining the faculty evaluation data base, providing appropriate managers with lists of all faculty to be evaluated in each academic year prior to the beginning of the third (3<sup>rd</sup>) week of each semester, overseeing the scheduling of peer and student evaluation of all faculty, securing and distributing student evaluation forms as specified in Section 15.1.15 of this Article, serving as a liaison with administration, providing any formal training necessary and any information requested by raters, and attending to general administrative details. The Evaluation Coordinator will work under the supervision of the College President or his/her designee and may reasonably utilize the support services of the College. The Faculty Evaluation Coordinator at each campus, if a faculty member, shall receive a minimum of 20% (twenty percent) reassigned time.

Continuing Education Counselors assigned to ECC, Centre City Campus, Caesar Chavez Campus and Mid City Center will be included under the responsibility of the City College Evaluation Coordinator. Continuing Education Counselors assigned to Mesa College CE Campus, North City Campus, West City Campus and all DSPS Counselors assigned to any Continuing Education site or the District Office will be included under the responsibility of the Mesa College Evaluation Coordinator. For Continuing Education Counselors, the “appropriate” Vice President and President shall be the Continuing Education Vice President and President; for faculty assigned to

the District Office the responsible Vice Chancellor will serve as the “appropriate” President.

15.1.7 Evaluation Committee - Composition and General Rules

15.1.7.1 Faculty Evaluation Committees shall be composed of the appropriate immediate manager or his/her designee, the Department Chair or his/her designee, and a peer evaluator. Retired tenured faculty who are serving in a pro rata contract capacity may be considered for the peer role. Each evaluation committee member may serve in only one of these roles.

The peer selected in the first year of a probationary faculty member’s evaluation cycle shall remain on the evaluation committee for each year of the probationary faculty member’s subsequent evaluation cycles unless the peer is no longer an active District employee.

In every other three (3) year cycle, the evaluation committee for Professor triennial evaluations may consist of a peer only, provided there is mutual agreement of the evaluatee and the appropriate manager. In these cases, the dean and chair shall sign the evaluation form as having been received only, without any further commentary, except in the area of responsiveness to administrative requests.

The appropriate manager’s or department chair’s designee must be acceptable to the faculty member being evaluated. If the designee is not acceptable, the appropriate manager or department chair shall serve on the committee. In cases where the evaluatee believes that the appropriate manager or department chair may not be able to perform an objective evaluation due to perceived bias, the evaluatee may ask the appropriate Vice President to appoint a replacement. The evaluatee’s claim of perceived bias must be verifiable with concrete evidence. The burden of proof of alleged bias remains with the evaluatee.

15.1.7.2 Hereafter, all references in this Article to “appropriate manager” or “chair” shall be understood to include “or his/her designee.”

15.1.7.3 Prior to the first committee meeting, each faculty member who is scheduled for evaluation must submit to his/her appropriate manager a list of three (3) tenured faculty members acceptable as peer evaluators. The appropriate manager will select one (1) peer evaluator from this list of three (3), in consultation with the Department Chair. If, after written request of the appropriate

manager, the faculty member who is scheduled for evaluation fails to submit this list of three (3) peer evaluators within ten (10) working days of the request, the appropriate manager will select the peer evaluator, provided this is done in consultation with the Department Chair. All those recommended or selected as peer evaluators must be willing to serve.

- 15.1.7.4 The peer evaluators must be specialists in the subject area in which the evaluatee teaches or is assigned or in a subject area reasonably related to that in which the evaluatee teaches or is assigned. All peer evaluators must be tenured and in active status in this District. The subject matter specialist shall have the major role in evaluating the criterion of "Subject Matter Knowledge."
- 15.1.7.5 If there are not three (3) appropriate faculty within the District, the faculty member being evaluated may include in her/his list of three (3) evaluators, evaluators from outside the District. In such cases, the outside peer evaluator must be a subject-area specialist or a specialist in a subject area reasonably related to that in which the evaluatee teaches or is assigned. It will be the responsibility of each campus Evaluation Coordinator to make the arrangements for external evaluators and to provide training on the evaluation criteria and process.
- 15.1.7.6 If there is a disagreement between the appropriate manager and the faculty member regarding peer selection, the disagreement will be resolved in a timely manner by the College President, or Continuing Education President regarding a Continuing Education Counselor, or his/her designee and the College Evaluation Coordinator. The resolution shall be in writing and shall be sent to both the appropriate manager and the affected faculty member.
- 15.1.7.7 Upon mutual agreement between the appropriate manager and the evaluatee, a second peer evaluator may serve on the evaluation committee. This second peer must be a tenured faculty member in active status in this District and need not be a subject matter specialist.
- 15.1.7.8 In cases where the evaluatee has a split assignment such that he/she reports to more than one manager and/or academic supervisor, the manager/academic supervisor under whom the evaluatee has the greatest percentage of assignment shall be the "appropriate manager." In the case that the second manager and/or appropriate academic supervisor also wishes to serve on the committee, Sections 15.1.7.1 through 15.1.7.7 above shall again be followed with the second manager and/or appropriate academic supervisor becoming



an additional “appropriate manager,” in addition to an additional chair and an additional peer(s) being appointed following these above procedures.

#### 15.1.8 Performance Review Files

##### **Description**

15.1.8.1 All evaluation-related material for all faculty shall be placed in individual Performance Review Files (PRF's) retained in the appropriate Vice President's office, or in another campus office designated by the College President [Please see Article XX].

##### **Mandatory Official Materials**

15.1.8.2 The PRF must contain all official evaluation material. Official evaluation-related material consists of: (a) the current "Faculty Appraisal Form" and (b) letters of appraisal from each evaluator. Following the completion of each comprehensive evaluation, the official evaluation documents must be transferred to the official personnel file under the provisions of Article XX of this Agreement.

##### **Mandatory Unofficial Materials**

15.1.8.3 The PRF also must contain: (a) the student evaluation statistical profiles, and, (b) for those faculty on the promotional track, the actual survey sheets (or electronic copy of the written comments sections of the actual survey sheets, as per Section 15.1.15 of this Article) taken from all student evaluations done within the past four (4) years.

15.1.8.4 In addition to the items specified in Sections 15.1.8.2 and 15.1.8.3 above, the PRF of an evaluatee shall include the following materials:

15.1.8.4.1 Current syllabi (when applicable);

15.1.8.4.2 An updated listing of professional accomplishments which may include, but is not limited to the following information:

- The evaluatee's description of curriculum or program development and teaching or program innovations, if any, implemented during the evaluation period;
- A complete list of all articles, books, papers, works, etc. produced by the evaluatee with dates;

- A complete list of paper presentations, guest lectures, etc. given by the evaluatee with dates;
- A list of professional conferences attended within the preceding four years;
- The evaluatee's description of College and District service as well as professional and public service if any;
- A list of awards, grants, honors, prizes, etc.;

15.1.8.4.3 A Self-Evaluation/personal statement by the evaluatee. This self-evaluation should reference the performance standards as they appear on the "Faculty Appraisal Form." The self evaluation shall state the goals the faculty member set for him/herself at the start of the current evaluation cycle, shall explain the extent to which the goals were met, and shall establish goals for the next evaluation cycle. On such a statement, a candidate may wish to explain institutional limitations on his/her activity (such as no funding for conference travel, no release time for professional improvement, etc.).

### **Discretionary Unofficial Materials**

15.1.8.5 The self-evaluation/personal statement of an evaluatee also may contain reference to any other information and/or documents the evaluatee and the evaluation committee agree are appropriate, provided they have bearing on his/her position as a faculty member. Such materials should only be submitted by the evaluatee to the appropriate Vice President's office, or to another campus office designated by the College President upon request of the evaluation or review committees, and may include the following information:

15.1.8.5.1 A list and brief description of all courses the evaluatee has taught since initial assignment;

15.1.8.5.2 Course materials (other than syllabi) used within the evaluation period (these could include examples of examinations);

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

15.1.8.5.4 The evaluatee's description of his/her grading practices;

15.1.8.5.5 A complete list of all teaching materials (such as videos) that are not listed on the submitted syllabi;

15.1.8.5.6 Outside evaluations when appropriate and when requested by the evaluatee.

Upon request of the evaluation or review committee, such materials should be submitted by the evaluatee to the appropriate Vice President's office or to another office designated by the College President.

### **Review**

15.1.8.6 All material submitted by the evaluatee must be reviewed and considered by all evaluators.

### **Confidentiality**

15.1.8.7 A designee of the President, to be known as the "File Custodian," will maintain an "Access Log" for each PRF to insure that confidentiality is guaranteed. Faculty PRF's will be accessible only to: (a) the faculty member being evaluated up until the date of the third committee meeting, (b) evaluation committee members up until the date of the third (3<sup>rd</sup>) committee meeting, (c) the appropriate Vice President, (d) Academic Senate Tenure and Promotional Review Committee members (when appropriate), (e) the College President, and, (f) the CAP (when appropriate).

15.1.8.8 During the evaluation process, only the appropriate manager, or the chair of the Academic Senate Tenure and Promotional Review Committee, may remove the PRF from the File Custodian's care.

15.1.8.9 On every occasion that a file is accessed, the File Custodian will assure that the log is filled in and signed. File material should be retained for four (4) years. After the materials retention period has passed, the faculty member should be notified that his/her PRF will be purged of dated material [Please see Article XX for treatment of dated material in Official Personnel Files]. The faculty member then may request the material, and may make arrangements to pick it up. If there is no response within ten (10) days, all file material more than four (4) years old shall be destroyed. Microfilmed/microfiche student evaluation materials (as per Section 15.1.15 of this Article) may be retained until all materials on any individual film or fiche are older than four (4) years.

## 15.1.9 Probationary and Promotional Evaluation Procedures

### **First Committee Meeting: Instrument Modification**

15.1.9.1 After the evaluation committee has been formed but before any class visits are made in each evaluation cycle, the entire committee shall meet with the evaluatee to discuss the evaluation booklet, instrument, and process. The committee shall also agree on the date of the second committee meeting during this meeting. All materials submitted by the evaluatee must be placed in the evaluatee's PRF no later than the date of the second committee meeting. For tenured triennial evaluations the first meeting may occur electronically upon mutual agreement between the evaluatee and the evaluation committee.

If, after written request of the appropriate manager, the faculty member who is scheduled for evaluation refuses to attend the first or subsequent committee meetings within ten (10) working days of the request, the appropriate manager will convene the evaluation committee and proceed with the evaluation absent the evaluatee.

### **Class Visits**

15.1.9.2 The appropriate manager and Department Chair each will make at least one (1) class or work station visit; peer(s) each will make at least two (2) class or work station visits. Class visits shall be of a minimum of fifty (50) minutes duration ~~adequate to result in a meaningful assessment.~~

For online classes/counseling sessions, the faculty member who is being evaluated will establish access within the course Management System (i.e. WebCT or other system as appropriate) for all members of the evaluation committee. Access to the online class/counseling sessions will be established at the student level. At the request of the faculty member being evaluated, access may be established at a higher level. Access to the online class/counseling sessions will persist for the duration of the term. In some circumstances, at the request of the faculty member being evaluated, and in addition to the minimum access to the online class/counseling sessions discussed above, the faculty member may request to demonstrate certain features of the online class/counseling sessions to the evaluation committee. This type of demonstration, if desired by the faculty member being evaluated, will be arranged during the first evaluation committee meeting.

### **Letters of Appraisal**

15.1.9.3 After all class visits are completed and evaluation materials are submitted, the appropriate manager will review the evaluatee's

performance review file and verify that it is complete. The appropriate manager shall also solicit letters of appraisal from the peer evaluator(s) and the Department Chair, and shall him/herself write a letter of evaluation. Each evaluator must insure that evaluations never will be based upon considerations of race, ethnicity, sex, age, veteran status, religious and/or political beliefs, or lifestyle. Evaluation decisions cannot be based upon factors unrelated to performance of the faculty member's duties. Reviewers must strive to maintain objectivity, and to assure that decisions regarding tenure or promotion do not contravene established principles of academic freedom, appropriate sections of Title 5, and/or Departmental standards. Decisions cannot be based upon any political criteria, nor can they be made arbitrarily, capriciously, or unreasonably.

### **Second Committee Meeting: Data Integration**

15.1.9.4 The appropriate manager will convene a second meeting of the evaluation committee on the date agreed upon during the first committee meeting. At that meeting, committee members should agree upon summary ratings and comments and prepare the "Faculty Appraisal Form" referred to in 15.1.4 above. At the conclusion of this meeting, all appropriate items shall be placed in the evaluatee's PRF.

In the event the committee members cannot reach consensus decisions, each shall submit her/his own appraisal form. In this case, the Tenure and Promotional Review Committee (TPRC) shall complete the summary appraisal form based upon all materials in the evaluatee's PRF.

### **Third Committee Meeting: Review and Summary**

15.1.9.5 The appropriate manager then will convene a third meeting of the evaluation committee and the evaluatee to review the committee's findings. Subsequent to the second committee meeting, the evaluatee will have the opportunity to inspect her/his PRF. If the evaluatee then wishes to respond to anything that is in the file, he/she shall be granted ten [10] working days to do so. The response(s) will be included in the file. The third committee meeting will not be held until this ten (10) working day period expires. Based on the evaluatee's response(s), committee members may change their initial appraisal ratings and/or re-write their letters of appraisal.

Upon mutual agreement between the appropriate manager and the evaluatee, the review and summary meeting may be held with the

committee immediately following the second committee meeting. However, electing this option does not preclude the evaluatee from requesting a third meeting following the timelines listed above.

#### **Tenure and/or Promotion Recommendations and Administrative Review**

- 15.1.9.6 After the completion of the third evaluation committee meeting and the resolution of all matters pursuant to it, the appropriate manager will notify the appropriate Vice President of the evaluation committee's recommendations. Such notification shall be in writing.
- 15.1.9.7 The appropriate Vice President may review the candidate's file and may comment on the evaluatee's performance in a letter if he/she so desires. If the appropriate Vice President writes such a letter, it must be included in the evaluatee's file, and the evaluatee shall be sent a copy and have the right to read the letter and to respond to it within ten (10) working days. The Vice President shall ensure that the evaluatee's response(s) will be included in the PRF.

#### **Tenure and/or Promotion Recommendations and Academic Senate Review**

- 15.1.9.8 The Academic Senates at each of the colleges shall appoint a Tenure and Promotional Review Committee (TPRC) composed of one (1) full Professor from each School and one (1) faculty EEO representative from that College, who has been certified by the District EEO office. Such committee shall review all tenure/tenure-track and/or promotional recommendations to see if they are procedurally correct and meet general College and District standards. (Please see Article VIII, Section A4.8.7) In cases of non-promotional evaluation appeals as granted by Section 15.1.13, the TPRC will only review the evaluation committee's work to ensure it was procedurally sound.

The committee shall elect its chair from among these committee members.

- 15.1.9.9 After the faculty member has been evaluated according to the terms of this Article, and, if consensus has been reached, his/her Committee has made a recommendation regarding retention as a contract faculty member, tenure, and/or promotion, to the appropriate Vice President, the Vice President shall notify the appropriate Academic Senate committee (the TPRC) that the faculty member's PRF is ready for the committee's review.

15.1.9.10 The TPRC shall review the candidate's file and then shall recommend either for or against retention as a contract faculty member, tenure, and/or promotion, on the basis of a simple majority vote. The recommendation of the TPRC must be clear and unambiguous. The chair of the TPRC will only vote in the case of a tie. If a recommendation of the TPRC contradicts that of the candidate's Evaluation Committee, reasons supporting the recommendation must be expressed in writing. The committee then will forward to the College President its recommendations.

In cases of non-promotional evaluation appeals as granted by Section 15.1.13, the TPRC will only comment on the procedural soundness of the evaluation committee's work.

### **Tenure and/or Promotion Decisions**

15.1.9.11 The President will make a recommendation regarding the tenure status (and, when appropriate, the promotional status) of the faculty member to the Board of Trustees through the Chancellor. If the candidate is awarded tenure and/or promotion, his/her future salary step advancement and rank advancement henceforth will be governed under the terms of Article VIII, A4.1 and A4.9.5 respectively.

15.1.9.12 If a probationary candidate does not meet standards for tenure, he/she may be terminated in accord with state law. The faculty member shall have the right to appeal terminations to the Committee on Academic Personnel under the terms of Article XV, Section 15.1.10 of this Agreement.

### **15.1.10 Tenure and/or Promotion Denial: Appeals**

15.1.10.1 If a tenure and/or promotional decision of a College or Continuing Education President is negative, the faculty member in question may appeal the decision to the CAP within five (5) working days of notice from the College or Continuing Education President.

15.1.10.2 In each case of appeal, the appropriate Vice President's office shall forward the evaluatee's file to the Chair of the CAP.

15.1.10.3 The file will be available for examination by each member of the CAP at a secure location to be provided by the CAP Chair.

15.1.10.4 The CAP shall begin the appeal review process within fifteen (15) working days of the receipt of a written request by a faculty member to the Chair of the CAP. CAP members will individually review the

appellant's file in a timely manner and will then meet in committee and again review and perhaps debate all evidence. They will maintain evaluator confidentiality throughout the review process. If necessary, CAP may request additional information from prior reviewers. The CAP may ask for a personal presentation by the appellant and, if he/she so desires, an official representative. The CAP also may ask for a personal presentation by the appropriate manager. All CAP recommendations regarding appeals must be made only when the entire membership is present or represented, and must be by a simple majority vote. In cases of promotional appeals only, if the CAP is unable to reach a majority decision, the appeal shall be submitted first to mediation as delineated in Article IV, Grievance, Section 4.3. If a satisfactory resolution is not obtained via this mediation step, the appeal shall be submitted to arbitration following the Step 3 procedures of Article IV, Grievance, Section 4.2.

All recommendations regarding tenure and promotional appeals will be explained in writing and submitted to the evaluatee by the chair of the CAP.

- 15.1.10.5 CAP recommendations regarding appeals of denials of tenure and promotion will be forwarded to the Chancellor for final action. In the event that the Chancellor's final decision is to deny promotion, said denial shall be in writing and shall be accompanied by written suggestions for improvement.

In the event that the Chancellor's final decision is to deny tenure, his/her decision shall be forwarded to the Board of Trustees for final action. If the Board's action is to deny tenure, the faculty member shall have the right to proceed to arbitration as specified in the Education Code.

15.1.11 Development Plans (for tenured faculty only)

- 15.1.11.1 The Evaluation Committee must complete a "Faculty Evaluation Development Plan" (FEDP) whenever its decision is to recommend a denial of a promotion to Professor, or when the committee's overall summary rating is less than competent to a tenured member of the faculty.
- 15.1.11.2 Any time factors militating against promotion are observed, those factors must be identified specifically and a constructive process must be identified in order to assist faculty to meet expectations. Specific suggestions detailing what a faculty member needs to do to meet expectations must be made in a timely fashion.



15.1.11.3 When an FEDP is completed by evaluators, the faculty member's progress toward reaching his/her developmental goals will be discussed via a "follow-up" evaluation process. The follow-up evaluation process will take place during the subsequent year's regular evaluation cycle and will follow the same procedures as the standard procedure requires. The evaluation committee which created the FEDP will maintain its original composition throughout the follow-up process, unless a change is expressly approved by the appropriate Vice President, in consultation with the appropriate Guild ~~contract~~ tenured/tenure-track vice-president.

15.1.11.4 If after the "follow-up" evaluation cycle the evaluation committee agrees that remedial expectations have been met, the FEDP will not become part of the faculty member's official personnel file. If the evaluation committee decides that remedial expectations have not been met, the FEDP and the "follow-up" report will become part of the faculty member's official personnel file, and he/she will be notified of such in accordance with the procedures specified in Article XX, Personnel Files.

15.1.11.5 The failure to meet remedial expectations by the time of the "follow-up" report and the entering of that information in the faculty member's official personnel file shall be considered as an "unsatisfactory" evaluation. An unsatisfactory evaluation will result in the faculty member's salary being "frozen" at his/her current step, under the terms of Article VIII, Section A4.1 above. As soon as remedial suggestions have been met (as determined by a positive outcome during a subsequent evaluation cycle), the faculty member will begin again to advance in annual step increments, effective the first day of the next pay period. Promotional step advancement will be effective the following fall semester. The evaluation process will repeat yearly until remedial suggestions have been met.

#### 15.1.12 Tenure and/or Promotion: Notification

Candidates for tenure and/or promotion will be notified of pertinent action in writing by the Chancellor or designee.

#### 15.1.13 Non-Promotional Evaluation Procedures for Tenured Faculty

Non-promotional evaluation procedures for tenured faculty shall follow all of the preceding sections of this Article XV, with the exception of Sections 15.1.9.8 through 15.1.9.12, and Section 15.1.10. If the faculty member being evaluated chooses to appeal an unsatisfactory evaluation as defined in Section

15.1.11.5, then Sections 15.1.9.8 through 15.1.9.12, and Section 15.1.10 shall apply.

15.1.14 COLLEGE ADJUNCT FACULTY (including pro-rata faculty from Article XVII)

- 15.1.14.1 An adjunct faculty member must be evaluated within the first year of employment within each discipline he/she holds an assignment within each college, and at least once every six (6) regular semesters thereafter, and within two (2) semesters of requesting Priority of Assignment (POA). It is also recommended that all adjunct faculty be evaluated during their first semester of any new assignment. However, failure to evaluate an adjunct faculty member as per the aforementioned timelines has no impact on their POA eligibility.
- 15.1.14.2 There will be at least one (1) class visit of a minimum of fifty (50) minutes duration during each evaluation cycle. Class visits will be made by a ~~tenured or tenure-track member of the Department's faculty~~ peer evaluator who is an subject matter expert in the appropriate discipline area, as defined in Articles 15.1.7.4 and 15.1.7.5.
- 15.1.14.3 Each adjunct member who is scheduled for evaluation may submit, at his/her discretion, a list of three (3) tenured and/or tenure-track faculty members acceptable as peer evaluators to his/her appropriate manager via the Department Chair. The appropriate manager will select the peer evaluator from this list of three (3), in consultation with the Department Chair. If none of these three (3) is acceptable, the appropriate manager may select an alternate, provided this is done in consultation with both the Department Chair and the adjunct evaluatee. If the adjunct evaluatee does not submit names of acceptable peer evaluators in a timely manner, the appropriate manager, in consultation with the Department Chair, shall select a peer evaluator. All those recommended or selected as peer evaluators must be willing to serve.
- 15.1.14.4 The peer evaluation will utilize the instruments attached to this Agreement in Appendix II. Copies of the instruments shall be provided to all adjunct faculty prior to their peer evaluation.
- 15.1.14.5 Student evaluations, using the forms attached to this Agreement in Appendix III, will be completed at least once during the first term of assignment. Student evaluations will be completed ~~at least~~ once

during every three (3) semesters of subsequent assignment. The adjunct faculty member may request more frequent student evaluations.

15.1.14.6 The records of class visits by the peer and the completed student evaluation forms, with tabulated statistical results, will be reviewed by the faculty member's Department Chair, peer, and his/her appropriate manager. The Chair will make a recommendation to the Dean regarding the desirability of future assignment for the adjunct faculty member.

15.1.14.7 The results of the peer evaluation, student evaluations, and Chair and appropriate manager reviews must be made available to the adjunct faculty member in a timely manner. The adjunct faculty member shall be provided a copy of the evaluation form and any letters of appraisal at the conclusion of the evaluation process.

15.1.14.8 At the request of the adjunct faculty member, a meeting must be held with the peer, Department Chair, and/or appropriate manager to discuss the contents of the evaluation file and to answer questions. A meeting also may be held at the discretion of the appropriate manager in consultation with the Department Chair in the absence of a request from the adjunct faculty member.

15.1.14.9 The appropriate manager shall maintain a file of each adjunct faculty member's evaluation materials during the adjunct faculty member's active assignment, and for a period of eighteen (18) months following the conclusion of the adjunct faculty member's final assignment. If the adjunct faculty member returns to active status during the eighteen (18) month period, the evaluations shall be maintained in the file.

15.1.14.10 In the case of multiple assignments ~~at different sites~~ in different disciplines or campuses, each discipline/campus will follow the procedures outlined in 15.1.14.1 through 15.1.14.9 above.

#### 15.1.15 COLLEGE TENURED/TENURE-TRACK/ADJUNCT FACULTY EVALUATION COMPENSATION

15.1.15.1 Evaluation of all faculty shall be scheduled by the respective appropriate manager in consultation with the appropriate Department Chair and under the terms of the relevant preceding sections of this Article XV.

15.1.15.2 If requested, each tenured faculty member will be expected to complete a maximum of three (3) evaluations during the academic

year. These three (3) evaluations can be any combination of tenure-track/tenured faculty and/or adjunct faculty.

- 15.1.15.3 If a faculty member participates in more than three (3) evaluations during any academic year, he/she will be compensated. Compensation shall be at the faculty member's non-classroom rate, and shall be three (3) hours per adjunct evaluation and five (5) hours per tenure-track/tenured faculty evaluation. Faculty who agree to participate in the evaluations of colleagues at other District campuses or who must return to their own campus after the conclusion of their normal work day shall be paid their mileage expenses according to the District's standard mileage allowance.

## 15.2 CONTINUING EDUCATION – PERFORMANCE EVALUATIONS

### 15.2.1 Purpose of Evaluation

The purpose of administrative, peer, and student evaluation of faculty shall be to assess teaching effectiveness, to encourage professional growth, and to make informed decisions regarding retention, tenure, promotion, and salary advancement whenever appropriate.

Representatives from the District, AFT, and Faculty Senate will collaboratively review and modify the current faculty instrument, student instrument, and process to ensure adequate and appropriate feedback to faculty.

### 15.2.2 Employees to be Evaluated

~~Contract~~ Tenured/tenure-track employees and adjunct employees, of other than fee-based classes, with a twelve (12) hour per week teaching assignment shall be evaluated on an individual basis by a set of reasonable and specific performance standards which are established for classroom instructors and non-classroom instructors. These standards will be developed collaboratively by the District and representatives of the union.

### 15.2.3 Frequency of Evaluation

- 15.2.3.1 All tenured faculty shall be formally evaluated at least once every three (3) years. Probationary faculty shall be evaluated each year. Adjunct faculty assigned 50% (fifty percent) or more of a full time assignment shall be evaluated every three (3) years. All other faculty will be evaluated as needed on an informal continuous basis.
- 15.2.3.2 Nothing contained in this section shall preclude the initiation of a supplemental evaluation if deemed necessary or appropriate by the

supervisor. Frequent evaluations shall not be used to harass employees.

#### 15.2.4 Evaluation Process

15.2.4.1 In the evaluation process there are four (4) possible sources of input to the assessment of the employee's performance.

15.2.4.1.1 A self-evaluation

15.2.4.1.2 Peer evaluation/s, one (1) or more

15.2.4.1.3 Administrator evaluation/s, one (1) or more

15.2.4.1.4 Student evaluations for classroom assignments; student/client evaluations for nonclassroom assignments which require the advising of students; no student evaluations for nonclassroom assignments that do not require advisement. If student or client evaluations are utilized in the evaluation of a faculty member, these evaluations must be administered by an individual who is not a party to any other portion of the evaluation i.e. the administrator, instructor/advisor, or peer evaluator. In cases where there is a question as to whether student evaluations are appropriate, the decision will be made by a committee composed of the faculty member, the site administrator, the site Instructional Leader and on other Instructional Leader.

15.2.4.2 In the case of all faculty except probationary faculty three (3) or the four (4) sources must be used. The sources of input to be used are at the discretion of the site administrator after consultation with the faculty member being evaluated, but if a peer evaluation is selected the peer must be selected by both the faculty member and the site administrator. One (1) or two (2) observations by the site administrator and one (1) observation by the other evaluators will be scheduled for the evaluation for adjunct and restricted contract faculty. ~~Faculty~~ A unit members ~~have~~ has the right to receive a second observation by the site administrator upon the ~~faculty~~ unit member's request.

15.2.4.3 In the case of probationary faculty all four (4) sources must be used and the "peer" evaluation will be conducted by the faculty member's Instructional Leader. If the ~~faculty~~ unit member objects to ~~their~~ her/his own Instructional Leader conducting the evaluation, and provides written reasons to the Professional Policies and Review

Committee, the committee may recommend an alternate Instructional Leader to the President of Continuing Education. Two (2) observations by the site administrator and one (1) observation by the Instructional Leader will be scheduled for the evaluation of probationary faculty.

15.2.4.4 Student evaluation for classroom assignments; no student evaluations for non-classroom instructor assignments.

15.2.5 Evaluation of Continuing Education Certificated Staff

15.2.5.1 After separate evaluations have been completed and collected, a face-to-face conference with the appropriate administrator shall be scheduled with each employee to discuss the proposed evaluation and recommendation(s). The employee may have, upon request, and only when discipline will be discussed as a part of the performance evaluation, an AFT representative present at the conference.

15.2.5.2 A second evaluation may be made by the President of Continuing Education or his designee. Evaluations made by the site administrator and the President of Continuing Education or his designee must be sent to the employee and placed in the District personnel file by March 15 of the rating year.

## ARTICLE XVI - TRANSFERS

### 16.1 DEFINITIONS

- 16.1.1 A transfer refers to any administrative or Board action that results in the movement of a tenured/tenure-track faculty member from the administrative jurisdiction of one president to another, from one campus site to another, or from one college/continuing education department to another.
- 16.1.2 A transfer may be initiated by the faculty member (voluntary transfer) or by the District (administrative transfer).

### 16.2 VOLUNTARY TRANSFERS

- 16.2.1 Faculty shall be notified of tenure-track faculty vacancies on all sites prior to any general advertising or recruitment via an internal Districtwide publication.
- 16.2.2 Tenured faculty members desiring to transfer as defined in 16.1.1 above shall submit their request in writing to the president of the college/continuing education. The President shall acknowledge the request in writing. A copy of the transfer request shall be sent to the vice president, school dean or appropriate manager, and department chair of the discipline to which he/she desires to transfer. The faculty member must meet the minimum qualifications of the discipline to which he/she desires to transfer in order to be considered for transfer. The faculty member shall send a courtesy copy of the transfer request to the president and department chair of the faculty member's current assignment.
- 16.2.3 Upon receipt of the transfer request, the school dean or appropriate manager and department/program chair shall determine whether the faculty member meets the minimum qualifications of the discipline to which he/she desires to transfer. If the dean and chair are unable to agree, the vice president shall make the final determination. For those faculty who meet the minimum qualifications, the department chair shall recommend to the college president either:
- 16.2.3.1 The department concurs with the request and recommends the transfer. In this case, the president shall consider the recommendation of the department prior to making the final transfer determination.
- OR**
- 16.2.3.2 The department recommends that the faculty member submit a complete application package and be interviewed along with other candidates for the current vacancy or when the next vacancy occurs. In this case, the faculty member must be recommended to the president by the hiring committee in order to be considered for

transfer. If the faculty member is recommended by the hiring committee, the president will then make the final transfer determination.

In cases where the transfer is within the purview of a single president, the president may implement the transfer without requiring the faculty member to participate in the hiring process. In cases where the transfer involves more than one president, the Chancellor may implement the transfer without requiring the faculty member to participate in the hiring process as per Article 16.3.

In each of the above cases, the president shall communicate the final transfer decision in writing to the faculty member.

### 16.3 ADMINISTRATIVE TRANSFERS

- 16.3.1 The Chancellor may transfer a faculty member when such transfer serves the needs of the District.
- 16.3.2 A faculty member who is to be administratively transferred shall be given the reasons for the impending transfer in writing, not less than six (6) weeks in advance of the transfer, and shall have the right to indicate preference from a list of current vacancies. The six (6) week notification period may be shortened if mutually agreed upon by the Chancellor and the faculty member.
- 16.3.3 A faculty member who has been administratively transferred shall have the option of returning to the original site to fill the first vacancy occurring within three (3) years of the transfer for which he/she is qualified or to remain at the site to which he/she has been transferred.



ARTICLE XVII - EARLY RETIREMENT

17.1 REDUCED LOAD (this is a pre-retirement benefit)

On the approval of the Board of Trustees faculty members shall be granted the option of fifty percent (50%) reduced load-early retirement under the following rules:

17.1.1 The faculty member must have reached the age of fifty-five (55) prior to reduction in workload.

17.1.2 The faculty member must have been employed full-time in a position requiring certification and/or minimum academic qualification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service.

Sabbaticals and other Board-approved leaves do not constitute a break in service. ~~Such leaves, however, are not used to compute the five (5) year full-time service requirement for entering the program.~~

17.1.3 The option of part-time employment may be exercised at the request of the faculty member and can be revoked only with the mutual consent of the Board and the faculty member. Participation in this program is limited to ~~five (5)~~ ten (10) years. Retirement is mandatory at the end of that period.

17.1.4 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.

17.1.5 Leave of absence benefits shall be reduced by fifty (50) percent.

17.1.6 The part-time employment shall be the equivalent of one-half of each regular workday of service required by the faculty member's contract during his/her final year of service in a full-time position (unless there was an atypical assignment during that year), or full-time service the first or second semester of an academic year, provided that in the event the faculty member elects full-time service during the second semester, he/she shall be required to furnish a third-party surety bond at his/her own expense indemnifying the District for all benefits and retirement contributions paid by the District in the event he/she does not render paid service during the second semester.

~~AFT Guild members are eligible to receive indemnification via the Guild as a benefit of their membership in the Guild. The Guild agrees to indemnify the District for these members. A copy of this indemnification agreement will be~~

~~executed by the Guild, the member, and the District, and will remain on file with the District.~~

In lieu of the bond, unit members may enter into an indemnification agreement with the District that, in the District's sole discretion, sufficiently ensures compliance with this Section 17.1.6. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 17.1.6.

17.1.7 Contributions to the State Teachers' Retirement System shall continue at the full salary amount.

17.1.8 Participation in this reduced load program does not preclude eligibility in the pro-rata program (Article 17.2) following retirement.

17.2 PRO-RATA EMPLOYMENT FOR RETIREES – APPLIES TO COLLEGE FACULTY ONLY (this is a post-retirement benefit)

17.2.1 Faculty members with eight (8) or more years tenured/tenure-track service shall be eligible for employment at the time of retirement not to exceed thirty percent (30%) of full-time and subject to the maximum allowable under his/her retirement system. Pro-rata assignments include an equivalent pro-rata portion of on-campus assigned time, off-campus time and office hours as delineated in Article VII. Employment may extend from the date of retirement for a maximum of ten (10) years.

The pro-rata assignment will commence the second semester following the faculty member's retirement date. (e.g., end of fall semester retirement date, pro-rata begins beginning of subsequent fall semester, end of spring semester retirement date, pro-rata begins beginning of subsequent spring semester.) At the time of submitting their retirement notice or anytime prior to or during the course of their pro-rata service, faculty may request from their College President the option of either delaying the start date of their pro-rata period of service or taking a leave of absence from the program. If approved by the College President, the faculty member must then give four (4) months notice prior to the semester the faculty member wishes to initiate or resume her/his pro-rata assignment. Any delay in the initiation of the pro-rata assignment will not diminish the number of years of pro-rata eligibility for the faculty member. Once the faculty member has started the pro-rata program, the faculty member will have ten (10) years of pro-rata eligibility, including time taken on leave within this ten (10) year period.

The understanding of the parties is that faculty will retain their pro-rata (tenured faculty) and priority of assignment (adjunct faculty) rights as per the sideletter agreement of 12/6/2012, but to clarify further, faculty who retire subsequent to

January 1, 2013 will be able to commence work at the beginning of the semester which is 180 days or more from the faculty member's retirement date.

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

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

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

17.2.2 Faculty who have retired from District service under 17.2.1 shall be placed on a pro-rata rate on the current ~~contract~~ tenured/tenure-track schedule on the step equal to their last placement on the ~~contract~~ tenured/tenure-track schedule prior to retirement. Pro-rata faculty shall not be paid from the unit pay chart.

~~17.2.3 Retired faculty who retired between July 1, 1982 and June 30, 1983, with eight (8) or more years tenured/tenure-track service at the time of retirement, shall be eligible for employment from the time of retirement not to exceed twenty (20) percent of full time and subject to the maximum allowable under his/her retirement system. Employment may extend from the date of retirement for a maximum of ten (10) years.~~

### 17.3 HOURLY EMPLOYMENT FOR RETIREES NOT ELIGIBLE FOR PRO-RATA (17.2)

17.3.1 Any retired faculty member who ~~retired subsequent to July 1, 1982, and who was not eligible under 17.2.1~~ and is hired for a regular hourly assignment will be paid at the rate on the appropriate adjunct faculty salary schedule at the same Class and Step placement as his/her last contract placement up to a maximum of the top step of the hourly schedule.

## ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

### 18.1 COLLEGE PROFESSIONAL DEVELOPMENT COMMITTEES

Each college and continuing education shall have a professional development committee, the membership of which shall be appointed by the Academic Senate.

Continuing Education Counselors assigned to ECC, Centre City ~~Center~~, Caesar Chavez ~~Center~~ and Mid City ~~Center~~, will be included under the responsibility of the City College Professional Development Committee. Continuing Education Counselors assigned to North City ~~Center~~, West City ~~Center~~ and all DSPS Counselors assigned to any Continuing Education site will be included under the responsibility of the Mesa College Professional Development Committee.

The College Professional Development Committees will accept Continuing Education Counselor Professional Development Plans which were approved by Continuing Education prior to June 6, 2002 by Continuing Education. The College Professional Development Committees will review and evaluate the completion of these Continuing Education approved plans. Subsequent to June 6, 2002, Professional Development Plans must be pre-approved by the appropriate college committee as delineated above.

### 18.2 SABBATICAL LEAVE FOR COLLEGE FACULTY

#### 18.2.1 Purpose and Eligibility

Sabbatical leaves are encouraged and may be granted to full-time tenured faculty members for the purpose of carrying out an approved program, which will benefit students, instructors, and the District. Such leaves are a means of enhancing the professional development of faculty members through a variety of activities and/or experiences, which have significant relevance to the specific assignment, and/or to the retraining of the faculty member. The District shall publish the availability of sabbatical leaves annually, and with such publicity as to reasonably ensure that all eligible faculty are informed.

Tenured faculty shall be eligible for a sabbatical leave after six (6) consecutive years of satisfactory service to the District (as determined by Article XV - Evaluation). Faculty who have completed a sabbatical leave are ineligible for a sabbatical leave until completion of each additional six (6) consecutive years of satisfactory service. However, time spent on sabbatical leave may not be included in any such six-year (6) period.

In accordance with the applicable provisions of the California Education Code and the Policies and Procedures of the California Community College District, a sabbatical leave can be requested for the following periods:

<b>10-Month Employee</b>	<b>Percentage of 10-Month Base Salary</b>	<b>11/12 Month Employees</b>	<b>Percentage of 11/12 Month Base Salary</b>
Full Academic Year	50%	Full Fiscal Year	50%
First Semester Only	100%	First Six (6) Months	100%
Second Semester Only	100%	Second Six (6) Months	100%
Two (2) Non-sequential Semesters within a 36-month Period	50% each Semester on Sabbatical	Two (2) Non-sequential Fiscal Quarters within a 36-month Period not to Exceed Six (6) months of Leave within a 36-month period	100%
		Two (2) months in Summer for Three (3) Consecutive Summers	100%
<u>Two (2) consecutive Semesters at full pay with a 50% reduction in annualized load.</u>	<u>100%</u>	<u>Full Fiscal Year</u>	<u>100%</u>

### 18.2.2 Application Timetable

- 18.2.2.1 Application for a sabbatical leave shall be submitted in writing, upon the form prescribed and provided by the District, and filed with the school dean or appropriate manager no later than the third Friday in February of the academic year preceding the year during which the leave is being requested.
- 18.2.2.2 It is recommended that the sabbatical leave applicant consult with the appropriate department chair/supervisor, and/or school dean/manager prior to the third Friday in February to address any issues, provide additional information or clarification regarding the proposed plan. The applicant may also consult with any member of the College Professional Development Committee.
- 18.2.2.3 The following timetable will be followed for the College faculty approval process:

**NOTE:** If any date listed below falls on a weekend or holiday, the new date shall be the first work day following the listed date.

<b>Application Timetable</b>	<b>Activity</b>
August	Fall FLEX Workshop on Sabbatical Process
January	Spring FLEX Workshop on Sabbatical Process
Prior to submission to Dean/Manager	Application reviewed and recommendations made by appropriate Department Chair/Supervisor
Third Friday in February	Submission Deadline Application due to School Dean/Manager
Last Working Day in February	Application Due to College Professional Development Committee
No Later than March 26 <sup>th</sup>	Selection of Applicants by College Professional Development Committee. Committees report unused Sabbatical Leaves (if any) to AFT and HR for reallocation.
Last Working Day in March (no sooner than five (5) faculty work days after previous deadline)	College Committees reallocate any additional leaves and send final recommendations to College Vice President
April 7 <sup>th</sup> (no sooner than five (5) faculty work days after previous deadline)	College Vice President reviews, signs and sends to President with recommendations
April 21 <sup>st</sup> (no sooner than five (5) faculty work days after previous deadline)	Applicants notified about sabbatical by the President

<b>Reporting Timetable</b> (All dates are in the year immediately following the sabbatical leave)	
Final Leave Report for Fall Semester	First Monday in March
Final Leave Report for one (1) year and Spring Semester	First Monday in October

- 18.2.2.4 Applications for sabbatical leave will be reviewed only once a year. Applications should be reviewed by the appropriate department chair/supervisor prior to submission to the school dean/manager on or before the third Friday in February.
- 18.2.2.4.1 If a program/credential/degree is to be undertaken, then a full description of the accredited program/credential/degree shall be included.
- 18.2.2.4.2 If a research project is to be undertaken, ~~then a preliminary meeting and approval of the College President is required.~~ An outline of the research project and a projected log of hours to be spent on the project are required. The benefits to the college, school, departments, students and to the faculty member shall be described fully.
- 18.2.2.4.3 If the department chair/school dean has questions about the application, and it can be adjusted so that the questions are addressed, then the application for sabbatical leave should be resubmitted to the dean for recommendation and signature no later than the third Friday in February. The school dean has ten (10) working days to review and make a recommendation on Application for Sabbatical Leave.
- 18.2.2.4.4 If the school dean still does not recommend approval of the application, then the Application for Sabbatical Leave shall be sent on to the ~~College~~ Professional Development Committee with appropriate comments no later than the last working day in ~~March~~ February.
- 18.2.2.4.5 It is recommended that the applicant check to ensure that the school dean has forwarded his/her Application for Sabbatical Leave to the ~~College~~ Professional Development Committee by the established deadline.
- 18.2.2.5 The completed forms (with approvals and/or comments) will be submitted to the ~~College~~ Professional Development Committee by the school dean no later than the last working day in ~~March~~ February.
- 18.2.2.5.1 The ~~College~~ Professional Development Committee shall review all the applications and recommendations for acceptability.

- 18.2.2.5.2 If the ~~College~~ Professional Development Committee feels that an application could become acceptable with some additional information, the committee may request such information from the originator. However, this shall not constitute a major revision of the application.
- 18.2.2.5.3 All acceptable Applications for Sabbatical Leave shall be ranked, even if the number exceeds the ~~college~~ allotment.
- 18.2.2.6 The ~~College~~ Professional Development Committee shall inform the AFT and Human Resources of the number of acceptable Applications for Sabbatical Leave no later than March 26th. The AFT and Human Resources shall:
  - 18.2.2.6.1 Reallocate the number of unused leaves to another college(s), as appropriate.
  - 18.2.2.6.2 Allocate additional sabbaticals based upon availability of additional resources.
  - 18.2.2.6.3 Notify College Professional Development Committees of any redistribution of unused leaves or additional allocation of leaves.
- 18.2.2.7 The ~~College~~ Professional Development Committee shall forward the committee's recommendation signed by the Chair to the ~~College~~ Vice President no later than the last working day in March.
- 18.2.2.8 The ~~College~~ Vice President shall review, sign, and forward the application form to the ~~College~~ President no later than April 7th.
- 18.2.2.9 The ~~College~~ President shall notify applicants regarding the status of their sabbatical leave requests no later than April 21st.
- 18.2.2.10 Should the recipient of an approved sabbatical leave decide not to exercise the privilege as agreed, the leave shall be offered to the next alternate on the rank order list, provided there is still enough time for the alternate to be approved by the Board.
- 18.2.2.11 The alternate will have five (5) working days to accept the sabbatical leave. If not accepted, it will be offered to the next alternate.
- 18.2.2.12 A recipient may withdraw from an approved sabbatical leave prior to beginning that leave. A second consecutive withdrawal will result in ineligibility to apply for the subsequent academic year, except for accident or illness as provided in Section 18.2.6 of the contract.



18.2.2.13 Should the recipient of an approved sabbatical leave make changes in the Application for Sabbatical Leave after it has been approved, the altered application must be resubmitted in writing to the College Professional Development Committee, which will review and recommend action to the President.

~~18.2.3 For Continuing Education faculty any changes proposed in the sabbatical plan by the applicant after the leave has been approved shall immediately be submitted to the Continuing Education President in writing since the applicant is held responsible for completing the approved sabbatical program.~~

#### 18.2.4 Number of Leaves

##### 18.2.4.1 College Faculty

A minimum number of sabbatical leaves will be equal to three and one half percent (3.5%) of the total number of tenured/tenure-track faculty. If one or more of the colleges does not have a sufficient number of allocated sabbatical leave applications, the AFT and Human Resources will reallocate unused sabbatical leaves to another college(s). Additional sabbatical leaves may be approved based upon the availability of additional resources. Such additional leaves would be subject to the application process as delineated in Article 18.2.2.

##### 18.2.4.2 Continuing Education Faculty

~~Unless specifically authorized by the Board of Trustees, no more than three and a half (3 1/2%) percent of the total certificated contract employees shall be on leave during any one (1) contract year. Sabbatical leaves are subject to Board approval. A minimum number of sabbatical leaves will be equal to three and one half percent (3.5%) of the total number of tenured/tenure-track faculty. Additional sabbatical leaves may be approved based upon the availability of additional resources. Such additional leaves would be subject to the application process as delineated in the preceding sections of this Article.~~

Final distribution of sabbatical leaves between the semesters is at the approval of the President after considering program needs.

~~If insufficient sabbatical leave applications are received by February 15th or if the sabbatical committee determines that there are insufficient quality applications to justify the awarding of the number of sabbaticals authorized, the reallocation of the dollars set aside during the budget process for sabbaticals for the following academic year will be made collectively by Continuing Education management and AFT.~~

## 18.2.5 Types of Leaves

Sabbatical leaves may be taken for a variety of purposes. The following are examples of types of leaves, which may be considered, and are not in any order of priority. However, in times of retrenchment the first priority shall be given to proposals requesting retraining.

### 18.2.5.1 Application Coursework

Applicants for study leaves are expected to carry a full program of academic work at an accredited institution as determined by the institution where the program of study is to take place. Individuals applying for a sabbatical who have less than a 100% contract will be expected to carry a course load equivalent to their percent of a full contract.

Training taken from educational providers that have not sought accreditation may be included as a part of a study leave, but justification for the selection must be provided and the final decision as to the validity of the inclusion will rest with the sabbatical committee. If approval is given to include training from a non-accredited institution, such training time will be converted to semester credits on the basis of forty-eight (48) hours of training equals one semester credit.

Prior to submitting the request for leave, the faculty member should have determined personal eligibility or admission to the institution and completed as much preplanning as possible regarding the program. Ineligibility for admission to the named institution will result in the cancellation of the sabbatical leave.

The application should include the name of the institution that will be attended, the number of units that will be carried, courses that may be taken, (including course number, title and description, if available at the time of application), and the degree that will be received, if any. If specific courses are not known at the time of applying for sabbatical leave, a list of courses to be sent to the College Professional Development Committee prior to enrollment.

Applicants are expected to earn a grade of “C” or above. The applicant is expected to earn credit for each course taken as part of the approved leave program. All courses taken for college credit must be taken for a grade. No courses can be taken in the following grading modes: 1) pass/no pass; 2) credit/no credit; 3) audit.

### 18.2.5.2 Retraining

Retraining is defined as the upgrading or the acquisition of knowledge and skills to assist the faculty member to move into a new area of instruction, or for the acquisition of new knowledge and skills in order to bring the particular instructional program up to date with current practices in industry or current knowledge of the discipline.

#### 18.2.5.3 Teaching, Learning, and Appropriate Instructional and Student Services

Some examples are as follows:

- a) Develop new or revise existing courses, programs, certificates or degrees.
- b) Develop technologically mediated instruction for courses/programs.
- c) Infuse global concepts in courses/programs.
- d) Evaluate the effectiveness of teaching and learning strategies, instructional delivery systems and/or performance assessment techniques.
- e) Develop and/or implement student success initiatives.
- f) Develop programs that improve student success and achievement of learning outcomes.

#### 18.2.5.4 Research

Applicants for independent research leaves are expected to accomplish an amount of work equal to a full-time study program.

18.2.5.4.1 Applications for research leaves should include a description of the research project that will be undertaken, how the research will be conducted and how the information will be used. The specific itinerary, if any, schedule of activities and other pertinent information should also be included.

18.2.5.4.2 A person wishing to follow a research program ~~should discuss his/her intentions with the College President and~~ should clarify consider the following before submitting the request:

- a) What research has already been conducted in this area?

- b) What information may be available in the literature to support the need for the proposed research project?
- c) How will the college/district and/or students benefit from the research project?

18.2.6 Compensation and Bond

18.2.6.1 Compensation for a faculty member on sabbatical leave shall be equivalent to one-half of the faculty member's yearly salary. The faculty member shall receive the benefit of any service increment and/or salary reclassification entitlement as if the faculty member had remained in active service.

18.2.6.2 Every faculty member, as a condition to being granted a leave, shall agree in writing to render a period of service in the employ of the District following his/her return from the leave of absence, which is equal to twice the period of the leave. Faculty members not completing the agreed upon service will be subject to the conditions set forth in ~~Section 4~~ 18.2.6.4 below.

18.2.6.3 The faculty member may elect to receive compensation under either of the following options:

18.2.6.3.1 Option 1 -- If the leave is for a period of one (1) year, the faculty member may receive compensation in two (2) equal installments at the end of the first and second year of service rendered in the District following return from leave; if the leave is for a period less than one (1) year, the faculty member may receive the total compensation at the end of the first year of service rendered in the District following return from leave.

18.2.6.3.2 Option 2 -- Regardless of the length of leave, the faculty member may receive compensation in the same manner as if he/she had remained in active service.

18.2.6.4 The faculty member who elects Option 2 must post a bond in an amount equal to the faculty member's ~~contract~~ tenured/tenure-track salary while on sabbatical leave indemnifying the District against loss in the event the faculty member fails to render the agreed-upon period of service in the employ of the District upon return of the faculty member from the leave of absence, or if he/she fails to meet the provisions of 18.2.7.

A faculty member who has completed a sabbatical leave and who either leaves the District before fulfilling the service obligation or fails to meet the provisions of 18.2.7 below shall reimburse the District in the amount

due for the portion of the unfulfilled obligation no later than the last day of employment with the District.

~~AFT Guild members are eligible to receive indemnification via the Guild as a benefit of their membership in the Guild. The Guild agrees to indemnify the District for these members. A copy of this indemnification agreement will be executed by the Guild, the member, and the District, and will remain on file with the District.~~

In lieu of the bond, unit members may enter into an indemnification agreement with the District that, in the District's sole discretion, sufficiently ensures compliance with this Section 18.2.6.4. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 18.2.6.4.

- 18.2.6.5 In order to ensure receipt of monthly warrants, Human Resources must be notified in writing by the faculty member of the current mailing address to which the warrants are to be forwarded.
- 18.2.6.6 Time on sabbatical leave shall be counted as regular service for purposes of salary advancement, promotion, or reclassification, while for retirement purposes it shall be counted as half-time if a full-year sabbatical leave, or full-time if a half-year leave. (A faculty member on a full-year sabbatical leave may elect to pay STRS the difference between half-year and full-year status for retirement purposes, in which case the leave will count as full time for retirement purposes.)
- 18.2.6.7 During the term of the sabbatical leave, the successful ~~College faculty~~ applicant will be expected to be devoted full-time to the leave activity and will not be eligible for overload assignments, chair duties, release time duties, Academic Senate office, or other campus/District responsibilities unless mutually agreed to by the unit member and the appropriate manager. ~~Outside employment during the period of the sabbatical leave must be approved by the Chancellor.~~ Substitute assignments with a duration of one (1) week or less may be approved on an emergency basis by the ~~college~~ president.

Successful Continuing Education faculty applicants who work less than full time and receive less than a 100% sabbatical leave may receive adjunct assignments so long as the total combined assignment (sabbatical and work) does not exceed 100% of their normal contract percentage.

- 18.2.6.8 Through the sabbatical leave process, faculty members may also apply for tuition reimbursement for college-level coursework completed at an

accredited institution. Subject to available funding, a maximum of \$2,000 (two thousand dollars) may be reimbursed in any academic year.

If specific courses are known at the time of application, they should be submitted through the sabbatical leave process along with the Application for Sabbatical Leave. If courses are not known at the time of applying for sabbatical leave, the list of course(s) should be submitted to the College Professional Development Committee at the time of enrollment along with a copy of the approved Application for Sabbatical Leave.

An Application for Sabbatical Leave Tuition Reimbursement must be submitted to, and approved by the College Professional Development Committee prior to enrollment. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken subject to available resources. Official transcripts of credit and original receipts must be sent to the District Staff Development Office, Room 385, upon completion of coursework.

#### 18.2.7 Accident or Illness

Interruption of the program by serious accident or illness during a sabbatical leave, evidence of which is required, shall not prejudice a faculty member with regard to the fulfillment of the conditions under which the leave was granted, nor affect the amount of compensation to be paid each faculty member under the terms of such sabbatical leave. However, the president must receive prompt notification of such accident or illness, which in general shall be by registered or certified letter mailed within ten (10) days of such accident or illness. It is the responsibility of the president to communicate such change in leave plans to the Vice Chancellor, Human Resources. In case of death of the individual while on leave, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

#### 18.2.8 Return to Service

18.2.8.1 At the expiration of the sabbatical leave, and in the absence of other mutual agreement between the faculty member and the District, the faculty member shall be reinstated in a position equivalent in duties and salary to that held by him/her at the time of the granting of the leave of absence.

In most instances, it will be possible to determine in advance that the best interests of the District will be served by placing the sabbatical leave recipient in the same assignment held prior to the granting of the leave. If applicable, Human Resources shall notify the faculty member

replacing the faculty member on sabbatical leave, in writing, that the assignment shall be only for the duration of the sabbatical leave.

- 18.2.8.2 Not later than six (6) weeks after return to duty, each faculty member returning from sabbatical leave shall file with the Professional Development Committee, evidence that the specific objectives stated in the application have been completed and the deliverables/products have been submitted.

The faculty member shall not be considered as having completed the requirements of the sabbatical leave until this evidence has been verified by the ~~College~~ Professional Development Committee as having met the objectives of the leave and all deliverables/ products have been submitted.

- 18.2.8.2.1 Evidence of fulfillment of a retraining leave shall meet the criteria outlined in the original application for the leave.

- 18.2.8.2.2 Evidence of fulfillment of a formal study leave is an official transcript showing all courses completed and degrees granted; additional credentials obtained should be registered; and plans for the application of learning in ways beneficial to the college and students.

- 18.2.8.2.3 Evidence of fulfillment of an independent research leave is an original typewritten report in thesis form and the plans for application of research findings in ways beneficial to the college/center and students.

### 18.3 TRAVEL AND CONFERENCE

#### 18.3.1 Application and Approval - Applies To College Faculty Only

Applications for conference and travel requests shall be in writing, upon the form prescribed and provided by the District, and shall be filed with the school dean or appropriate manager following the published calendar of deadlines as determined by the College Professional Development Committee. In no case shall faculty be required to seek approval for travel and conference requests more than one (1) month in advance of the travel and/or conference. In cases where the detail of the travel and/or conference is not fully available by the deadline date for submission, the faculty member may submit a tentative request based upon approximate anticipated costs.

Applications will be reviewed and a recommendation made by the department chair, the school dean or appropriate manager, and then forwarded to the College Professional Development Committee for evaluation. Approval from the College

Professional Development Committee for all travel and/or conference requests must be secured prior to the date of the travel and/or conference.

In exceptional cases, upon a recommendation by the college president, the committee may approve a travel and/or conference request retroactively, provided the college president's recommendation is submitted within thirty (30) days of the completion of the travel and/or conference.

### 18.3.2 Vehicular Travel and Reimbursement

Faculty members may use District vehicles for travel for District-related activities or on District business within the State of California and outside the state at the discretion of the District.

Faculty members shall be entitled to reimbursement for required travel for District-related activities. Prior approval must be granted by the president of the related program or his/her designee.

A unit member required to use his/her vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District; provided, however, that the total reimbursement for any single trip shall be limited by the current rate of coach air fare.

### 18.3.3 Travel and Conference Fund - Applies To College Faculty Only

At the beginning of each fiscal year, a separate travel and conference fund shall be available for faculty travel and conference. The budgeted amount of the fund shall be \$98,623 (Ninety-Eight Thousand Six Hundred Twenty-Three Dollars) for 2007-2008. Effective July 1, 2003, this value shall increase regularly by the same percentage increase that is negotiated for Salary Schedule A equal to the available COLA per the RAF for the Unit.

These funds shall be allocated on a proportional FTEF (including both tenured/tenure-track and adjunct faculty) basis among the three (3) colleges. Each College Professional Development Committee may establish standards to ensure the fair disbursement of these funds, provided these standards are published at the beginning of each academic year, and that said standards do not otherwise violate any portion of this Agreement. Resources to cover substitutes for faculty who will miss their regularly scheduled assignment as a result of an approved travel and/or conference request may be allocated from this fund.



Adjunct faculty who receive prior approval for their travel request shall be compensated at their regular rate of pay only for any regularly scheduled assignment which cannot be met as a result of the travel. Adjunct faculty who attend workshops or conferences without prior approval shall not be compensated.

#### 18.3.4 Reconciliation of Advance Payments

Faculty who have received travel/conference payment advances shall file the necessary accounting forms within two (2) months of the completion date of the travel/conference. If not filed by that time, the full amount of the advance payment shall be withheld from the faculty member's next payroll warrant. If the faculty member subsequently submits the necessary accounting forms, he/she shall be reimbursed for the amount which was withheld from her/his payroll warrant, provided this late submission occurs within the same fiscal year.

#### 18.54 LICENSURE/CERTIFICATION FEE REIMBURSEMENT – APPLIES TO COLLEGE FACULTY ONLY

A pool of funds shall be allocated on a yearly basis from the AFT share of the allocation formula to be used to reimburse unit members for the actual cost of fees charged which directly relate (does not include mileage, lodging, meals, etc.) to the issuance or re-issuance of a license or certificate required by the District, after initial employment, for the unit member to qualify for or retain his/her teaching or non-teaching assignment.

Such requests for reimbursement shall be subject to approval of the unit member's department chair and dean. The dean shall then forward the request to the college professional development committee (PDC) for final approval. The PDC shall forward all approved requests to the AFT who will ensure the reimbursement is processed via Business Services from AFT's pooled account.

If the amount of requested reimbursements exceeds the amount of available resources, reimbursements may be distributed on a pro-rata basis.

Any activities reimbursed by this section may not also be used for salary advancement purposes or any other type of District reimbursement.

#### 18.65 ~~CONTINUING EDUCATION~~ ADJUNCT FACULTY ANCILLARY ACTIVITIES/ PROFESSIONAL DEVELOPMENT

##### ADJUNCT FACULTY ANCILLARY ACTIVITIES

18.-65.1 Applicable law establishes that any person who is employed to teach classes for not more than sixty-seven percent (67%) of the hours per week, considered a full-time assignment for regular employees, be classified as an adjunct faculty member and shall not become a contract employee under applicable law.

18.-65.2 Applicable law provides that service in ancillary activities by persons employed under this section, including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status. The District has right of assignment of all ancillary service activities and will determine eligibility and compensation and/or stipends for such activities. Activities and expectations will be determined in writing before the assignment begins and will be approved by the ~~Continuing Education~~ President or designee. In accordance with this section, AFT agrees that it will not support or pursue claims of employees to become contract employees based upon their acceptance and fulfillment of ancillary activities assignments as defined in this Article.

18.-65.3 Compensation may include either a stipend or paid release time. **FOR CONTINUING EDUCATION FACULTY ONLY:** The total cost of compensation under this Article will not exceed \$10,000 (ten thousand dollars) per fiscal year from non-grant funds plus no more than \$40,511 (forty thousand five hundred and eleven dollars) from the AFT share of 2006-07 growth money under the RAF. Time spent on ancillary activities as defined under this Article beyond the cost limit will not qualify for compensation.

18.-65.4 For purposes of this Article, the following more specifically defines the areas of ancillary activities:

18.-65.4.1 Governance: This includes participation in the formal governance process and structure of Continuing Education or the college campus, including assignment to a standing governance committee, a special governance assignment, or other governance activities outside those covered by other articles of this contract.

18.-65.4.2 Staff Development: This includes participation in ~~Continuing Education~~ training and professional development activities such as pre-approved department training, and professional development activities supporting broad-based strategic themes, research and development of new ~~Continuing Education~~ curricula, and other professional development activities outside those covered by other articles of this contract. For purposes of Ancillary Activities, Staff Development does not include activities by faculty which are eligible for classification as FLEX activities.

18.-65.4.3 Grant Writing: This includes participation in pre-grant workshops, grant meetings and presentations, grant research and development, grant writing, and other approved grant activities outside those covered by other articles of this contract.

18.-65.4.4 Advising Student Organizations: This includes activities of development and advisement of Associated Student Government in

organization, management, and leadership, and other activities outside those covered by other articles of this contract.

- 18.-~~65~~.5 Applications must be submitted on a District form no later than four (4) weeks prior to the proposed start date of the assignment. The application and any potential grant funding sources will be reviewed by the President's designee and an AFT official. Any disagreement regarding approval/disapproval will be submitted to the President for final decision. Decisions under this Article are not subject to the grievance procedure.

PROFESSIONAL DEVELOPMENT ACTIVITIES FOR ALL CONTINUING EDUCATION FACULTY

- 18.-~~65~~.6 In the event there are unused sabbatical leaves as specified in Article 18.2.4.2, the unallocated sabbatical funds shall be re-allocated for professional development ~~and~~ or travel and conference activities for all Continuing Education faculty.

- 18.-~~65~~.7 Faculty interested in applying for these funds must first seek approval from their department chair and dean. Requests will then be forwarded to the Continuing Education Academic Senate Professional Development Committee for final approval.

## ARTICLE XIX - FAIR SHARE PROGRAM

### 19.1 Eligible Unit Members

Eligible unit members for the Fair Share Program shall include those faculty whose monthly gross earnings are \$450 (four hundred and fifty dollars) or greater.

### 19.2 Implementation

A Fair Share Program was voted upon by all eligible unit members by separate ballot concurrent with their vote on ratification of the other articles of this Agreement. The separate ballot was counted on September 18, 1998, in the presence of a neutral observer agreed upon by the parties.

As a condition of employment, all eligible unit members covered by this Agreement on or after the effective date of the ratification of this Agreement, shall execute within thirty (30) calendar days of his/her first day of employment with the District and/or thirty (30) calendar days from the date of the fair share certification, a choice to designate for payroll deduction one of the following: (1) AFT dues; (2) a fair share fee (proportionate share of the union's cost of legally authorized representational services); or (3) a contribution to a non-religious, non-labor charitable fund under Section 501(c) of Title 26 of the Internal Revenue Code, if he/she qualifies for a bona fide religious body or sect.

### 19.3 Contribution Deduction for a Religious Body or Sect

To qualify for deduction of the contribution to a religious body or sect, the employee must certify to the Guild and the District that he/she is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the Guild and the District a notarized letter signed by an official of the bona fide religious body or sect certifying that person's membership. The deduction in an amount equal to the fair share fee shall be forwarded to the charitable fund after the Guild has approved the exemption. The Guild will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment. The Guild and the District shall, within thirty (30) days of the signing of this Agreement, meet to establish the approved list of negotiated funds or organizations.

### 19.4 Involuntary Deduction

If any current employee or new employee fails to designate which of the above deductions is to be made at the time of the execution of this Agreement or of entry into a classification covered by this Agreement, the District shall deduct the fair share fee beginning with the pay period following thirty (30) calendar days of his/her first day of employment with the District and/or thirty (30) calendar days from the date of the fair share certification upon written notification by the Guild.

19.5 Forfeiture of Deduction

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of AFT dues, fair share fee, or contribution to a charitable fund required by this Article, no such deduction shall be made for the current pay period.

19.6 Financial Documentation

AFT shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.

19.7 Reinstatement

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the District will resume or initiate dues, fair share fee or contribution to a charitable fund in accordance with Section 19.1.

19.8 Checkoff

Upon notification by the Guild and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the AFT dues, fair share fee, or contribution to charitable organizations as specified by the Guild.

Any questions from faculty concerning the amount of deduction shall be referred to AFT Guild. AFT shall notify the District in writing of any corrections and this shall be made during the following payroll period.

Any overpayments or underpayments of dues by faculty shall be adjusted upon notification to the District by AFT Guild at the end of the semester in which the overpayment or underpayment is noted.

19.9 Indemnification

The Guild shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorney's fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article.

19.10 The Guild agrees to furnish any information needed by the District to fulfill the provisions of this Article.

19.11 With respect to all sums deducted by the District pursuant to authorization of the faculty member, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the faculty member's pay warrant, such moneys to the Guild's designee

accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

- 19.12 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Guild and the District.

## ARTICLE XX – PERSONNEL FILES

- 20.1 There shall be only one (1) official personnel file for each bargaining unit member. No action may be taken against a unit member on the basis of material other than that contained in the official personnel file.
- 20.2 Official personnel files shall be kept in confidence in the District Office of Human Resources and shall be available for inspection only by the unit member, a representative of the Guild (with the unit member's written authorization), and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the faculty member.
- 20.3 Any material placed in a faculty member's official personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy of all materials shall be given to the faculty member prior to the time of insertion in the official personnel file. No anonymous letters or materials shall be placed in this official personnel file.
- 20.4 Only material related to the faculty member's assigned duties or professional responsibilities shall be placed in the official personnel file.
- 20.5 In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be entered in a faculty member's official personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The faculty member shall acknowledge that he/she has read such material by affixing his/her signature and the date to the actual copy to be filed with the statement; his/her signature indicates only that he/she has read the material and does not necessarily indicate agreement with its contents.
- 20.6 A faculty member shall have the right to place in the official personnel file any material that he/she determines may have a bearing on his/her position as a faculty member. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.
- 20.7 Upon the request of the faculty member, all materials he or she deems derogatory, after remaining in the official personnel file for a period of four (4) years, shall be placed in a separate sealed envelope which shall be retained in the official personnel file. This sealed envelope shall not be opened except with the written consent of the faculty member and/or upon court order.
- 20.8 A unit member shall have the right during normal business hours of the District Administrative Offices to examine and/or obtain a copy, at the unit member's expense, of any material in her/his official personnel file, except those excluded by law, by appointment with the Human Resources Office. Material not available to the unit

member includes, but is not limited to, materials, which were obtained prior to the employment of the unit member.

## 20.9 College Faculty Campus-based Performance Review Files (PRFs)

- 20.9.1 Campus-based Performance Review Files (PRFs) will be kept in order to facilitate administrative, evaluative, or supervisory activities. Material transferred from a PRF, or from a supervisor's official file, to the official personnel file shall be handled in the manner described above with the following exceptions: (a) material transferred from a PRF or from a supervisor's unofficial file may not be used in action against a faculty member unless the transfer occurred two (2) weeks prior to the initiation of such action and the specified procedures for notification and review have been followed; (b) material so transferred shall not be more than one (1) year old. For college faculty, PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from provision (a) of this section.
- 20.9.2 Each College President will designate an instructional office in which PRFs shall be maintained in a confidential manner and shall designate a custodian for the PRFs. Prior to the initiation of any negative action based on a probationary and/or promotional review, copies of all relevant documents must be transferred to the official personnel file, in accordance with 20.8.1 above.
- 20.9.3 Each faculty member shall be provided with a list of all materials transferred from the PRF to the official personnel file. Identification shall indicate each author or officially authorized body generating the material. PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from the provisions of this section.
- 20.9.4 The list mentioned above must be provided to the faculty member at least five (5) working days prior to its transfer. PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from the provisions of this section.
- 20.9.5 The file custodian must maintain an "Access Log" for each PRF to insure that confidentiality is guaranteed. PRFs will be accessible only to: (a) the faculty member, (b) evaluation committee peers (including Chair), (c) evaluation committee administrator (School Dean or Program Dean), (d) Dean or Instruction or equivalent instructional officer, (e) senate review committee members (when appropriate), (f) College President, and, (g) CAP members (when appropriate).
- 20.9.6 On every occasion that a file is accessed, the File Custodian will assure that the log is filled in and signed.



- 20.9.7 All evaluation committee persons and authorized administrators are to review the PRFs in a confidential area to be provided by the File Custodian.
- 20.9.8 Student evaluations of faculty on the promotional track will be retained for four (4) years. After four (4) years have elapsed, the faculty member will be notified that his/her PRF will be purged of dated material. The faculty member then may request the student evaluation forms, and may make arrangements to pick them up. If there is no response within ten (10) days, all student evaluations more than four (4) years will be destroyed.
- 20.9.9 A unit member shall have the right during normal business hours to examine and/or obtain a copy of any material in her/his PRF.

## ARTICLE XXI - MISCELLANEOUS

- 21.1 If work is being considered by the District for contracting out, and that work is currently being performed by unit members covered by this Agreement then the Guild shall have the right to review and approve or disapprove.
- 21.2 If work is being considered by the District for contracting out, and that work is not being performed by unit members covered by this Agreement, then the District shall provide one hundred twenty (120) calendar days notice to the Guild.

## ARTICLE XXII - SAVINGS

- 22.1 ~~If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.~~
- 22.2 The parties shall meet not later than ten (10) days after such written decision by a court, legislative change, or tribunal to negotiate on the provision(s) affected.

## ARTICLE XXIII - FACULTY SERVICE AREA/REDUCTION-IN-FORCE

### 23.1 FACULTY SERVICE AREA (FSA)

#### 23.1.1 Definition

A faculty service area (FSA) is a discipline area in which faculty have seniority rights in the event of a reduction in force. A FSA is identical to catalog disciplines and services.

#### 23.1.2 Qualifications

In order to qualify for a faculty service area, faculty must:

23.1.2.1 Meet minimum qualifications as adopted by the Board of Trustees, and

23.1.2.2 Be competent as defined by the AB 1725 FSA Committee in their January 5, 1990 report which states:

Competencies for bumping and layoff in FSA's will be based upon minimum qualifications (any faculty member who has a credential is deemed to meet the minimum qualifications consistent with any limitations on that credential) for the disciplines including any license and/or certifications in the subject field and course or series of courses, in the assigned disciplines. Therefore, recency of teaching or experience in the specific discipline is not a requirement except under the provisions of this license or certification.

#### 23.1.3 Establishment

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

23.1.3.1 Human Resources will establish initial FSA's for faculty hired before July 1, 1991, utilizing credential records. Relevant information will be sent to each tenured/tenure-track faculty member by October 15 of each year. Faculty hired on or after July 1, 1991, will have initial FSA's established at the time of hire.

- 23.1.3.2 Faculty may apply for additional FSA's by enumerating the additions on the FSA application form. These forms must be returned to Human Resources by November 15 of each year.
- 23.1.3.3 Human Resources will verify minimum qualifications for any additional FSA's based upon the District's approved FSA list. FSA declarations which do not clearly meet the District's minimum qualifications list will be referred to the FSA Commission. The Commission's decision must be rendered by December 15.
- 23.1.3.4 The FSA Commission will be composed of four (4) voting members (two [2] AFT representatives and two [2] Instructional Executive Deans/Vice Presidents), standing advisory (non-voting) representatives from Human Resources, and up to six (6) non-voting discipline specialists. Half of the discipline specialists are to be selected by the faculty member and half by the voting members of the Commission. The discipline specialists will advise the Commission as to the validity of the additional FSA declaration(s). The decision on the FSA declaration(s) will be made by a majority vote of the voting members of the Commission.

#### 23.1.4 Appeals

Appeals of the decisions of the FSA Commission will be through the grievance procedure as delineated in Article IV.

### 23.2 REDUCTION-IN-FORCE

- 23.2.1 Recommended layoffs and recall shall be in accordance with the appropriate Education Code provisions.
- 23.2.2 The District shall furnish the Guild a seniority list of tenured/tenure track faculty by no later than the first teaching day of each spring semester.
- 23.2.3 The Guild and District administration, at least thirty (30) working days before the date of the Board meeting at which the recommendations for layoff are to be made, shall meet and negotiate regarding the impact of the proposed layoffs.
- 23.2.4 Tenured/tenure-track faculty who are laid off shall be entitled to receive health and welfare benefits beyond their last actual date of service to the District up to September 30 of the year in which the faculty member was laid off.
- 23.2.5 Tenured/tenure-track faculty who are laid off shall have the right to buy into the District's health and welfare insurance program, at their own expense, for a period of time not to exceed one (1) year beyond September 30 of the year in

which they were laid off. Premiums are due and payable quarterly, in advance, on October 1, January 1, April 1, and July 1.

### 23.3 Transfer of District Administrators to Faculty Positions

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

23.3.2 Educational administrators retreating to a faculty position must possess the minimum qualifications/equivalency for the discipline to which he/she is to be assigned as per section 23.1.2.

23.3.3 The right of an educational administrator to retreat to active status as a faculty member shall not result in the layoff of any tenure-track or tenured faculty member.

## ARTICLE XXIV – LABOR/MANAGEMENT MEETINGS

- 24.1 Consultation meetings between AFT Guild representatives and the District will be convened on a regular basis, but at intervals no greater than six (6) weeks unless both parties agree there are no agenda items. The purpose of these meetings will be to exchange information and resolve matters related to the administration of the Agreement as well as matters outside the scope of representation. Participants in the meetings shall include the Chancellor, or designee, the AFT Guild President, or designee, and such other representatives as either shall appoint. The number of other representatives at each meeting shall be mutually agreed upon by the District and the Guild.

## ARTICLE XXV - RESTRICTED CONTRACT FACULTY

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



## ARTICLE XXVI – INTELLECTUAL PROPERTY RIGHTS

### 26.1 Purpose

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

### 26.2 Definitions as Used in this Article

26.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

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

### 26.3 Works Covered

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

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

literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

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

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph 26.4.2.1 below, and the District is not authorized to use such works under paragraph 26.5.1.2 below.

## 26.4 Copyright Ownership

### 26.4.1 Ownership by Faculty Members

26.4.1.1 The copyrights to works created by faculty members will be owned by them, even if those works (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests) are created in connection with courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment, *unless* the work is created under the circumstances described in paragraph 26.4.2.1 below.

26.4.1.2 In cases where RFP's and grants from outside agencies stipulate in the proposal or formal agreements with the district or college that materials developed as part of the project either remain the property of the outside agency or are to be shared or accessible outside of the district in some way, faculty who receive significant financial support to develop materials as part of the project will be advised before any materials development on their part takes place of this potential loss of ownership and/or future control of any materials developed under the auspices of said grant.

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

26.4.2.1 *Circumstances relating to substantial support by the District.* The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, library use, laboratory use, minimal office supplies and copy services. Substantial support would include

extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall not be considered substantial support provided by the District. Payment for the development of a course ends after the initial offering of the course unless mutually agreed between the District and faculty. Additional work beyond the scope and time frame of a grant which enhanced a course developed under work for hire would not be considered to be part of the original work for hire and would remain the work of the faculty member.

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

26.4.3 *Faculty Member's Option to Acquire Copyright*

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

26.4.4 *Process for Documenting District Ownership and Faculty Member's Option*

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

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

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

26.4.4.2 If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, *unless* the District proves in arbitration (as provided in 26.8 below) that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.

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

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

26.4.4.4 The amount to be paid by the faculty member to exercise his or her option to acquire a work's copyright may be adjusted from time to time, if for example the amount of the District's support increases (or decreases), *but only if* the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.

26.4.4.5 AFT shall receive a copy of any such agreements reached as described above.

## 26.5 Permitted Uses

### 26.5.1 Use of Work when Copyright is Owned by Faculty Member

26.5.1.1 *Uses by faculty member.* The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph 26.5.1.2 below), without any further authorization from the District.

26.5.1.2 *Uses by District.* It is the policy of the District to protect and not to infringe on the copyrights of others within or without the District community. Use of copyrighted works without permission of the

owner may subject the user and the District to liability from an infringement action or other possible causes of action. Accordingly, administration, faculty, staff, and students are required to restrict their use of copyrighted materials within the confines of District policies, District guidelines, applicable statutes, and relevant court decisions.

The rights of copyright owners are not exclusive; permission is not necessary for every use. Exceptions to the exclusive rights of copyright owners are numerous and, among others, include: "Fair Use" of copyrighted works; limited copying of computer programs; certain "Library Exemptions"; application of the "First Sale Doctrine" which allows one who buys a copyrighted work to display and resell it. This doctrine does not apply to sound recordings, computer programs, or distribution through a computer network.

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

The District may do these things, but the District may not authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

## 26.5.2 Use of Work when Copyright is Owned by District

26.5.2.1 *Uses by District.* Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph 26.5.2.2 below), without any further authorization from the faculty members who created those works.

26.5.2.2 *Uses by faculty member.* Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, only within their scope of employment with the District in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom

teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions).

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

### 26.5.3 Use of Names of Faculty Members, District and Colleges

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

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

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

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

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

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

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

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

## 26.6 Responsibilities

- 26.6.1 *Registration of copyright.* It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office, if the owner so chooses.
- 26.6.2 *Acquiring and paying for necessary rights from third parties.* If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute "substantial support" from the District, so the District would become the owner of the copyright to such works simply because it paid to acquire those rights.
- 26.6.3 *Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work.* If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement

concerning the manner in which they share ownership of the copyright to such a work.

- 26.7 Authorization of individual agreements the terms of which differ from those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the AFT.
- 26.8 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article IV, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.



## ARTICLE XXVII - DURATION AND CONDITIONS

- 27.1 Any individual agreement between the District and individual faculty member within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 27.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 27.3 For the duration of this Agreement, the Guild and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.
- 27.4 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 27.5 The duration of this Agreement shall be from July 1, ~~2008~~ 2013 through June 30, ~~2011~~ 2016 (except as provided below).
- 27.6 The parties agree to amend this Agreement as necessary to implement the resource allocation formula. Any economic improvements will be paid from the resource allocation formula (see Appendix X).

## APPENDIX I

- I. Community college faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subjects is to seek and to state the truth as they see it. To this end faculty members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgement in using, extending, and transmitting knowledge. They practice intellectual honesty. Although faculty members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- II. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. Faculty members demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. Faculty members make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private advantage and acknowledge significant assistance from them. They protect the academic freedom of students.
- III. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. Faculty members do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas faculty members show due respect for the opinions of others. Faculty members acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. Faculty members accept their share of faculty responsibilities for the governance of their institution.
- IV. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Although faculty members observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Faculty members give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decisions upon the program of the institution and give due notice of their intentions.
- V. As members of their community, faculty members have the rights and obligations of all citizens. Faculty members measure the urgency of these obligations in the light of their responsibilities to their subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons they avoid creating the impression that they speak or act for their colleges or universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

**APPLIES TO COLLEGE FACULTY ONLY**

This Appendix consists of copies of the official **Faculty Appraisal Forms** referenced in Article XV, Section 15.1.4 of this Agreement. There are three forms, one each for Classroom Faculty, Counselors, and Librarians.

The official **Faculty Appraisal booklets**, also referenced in 15.1.4 above, are available in the offices of the appropriate manager at all three colleges, and through the offices of each college's Evaluation Coordinator. The booklets describe evaluation domains and criteria, as well as evidence of effectiveness. In addition, the booklets list several "examples of performance" for each criterion. These examples primarily describe behaviors that may indicate whether, how, and how well a faculty member meets the various criteria. The booklets are to be used as guides in the evaluation process, and are not part of the official or unofficial record, as described in 15.1.8 above.

Faculty not covered by one of these forms and/or booklets may modify the most suitable, in concert with the appropriate manager and the College Evaluation Coordinator.

## San Diego Community College District College Faculty Appraisal Form

For: \_\_\_\_\_  
(Evaluatee's Name)

<b>DOMAINS/ Criteria</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
<b>SUBJECT MATTER MASTERY</b>				
1. Current Subject Area Knowledge/Professional Development	[ ]	[ ]	[ ]	[ ]
2. Knowledge of Learning Theory	[ ]	[ ]	[ ]	[ ]
<b>PREPARING FOR TEACHING</b>				
3. Course Conceptualization/Integration	[ ]	[ ]	[ ]	[ ]
4. Organizing/Planning	[ ]	[ ]	[ ]	[ ]
5. Innovation/Resourcefulness	[ ]	[ ]	[ ]	[ ]
<b>TEACHING (IN THE CLASSROOM)</b>				
6. Presentation Skills	[ ]	[ ]	[ ]	[ ]
7. Adaptability/Flexibility	[ ]	[ ]	[ ]	[ ]
8. Facilitation Skills	[ ]	[ ]	[ ]	[ ]
9. Assessment	[ ]	[ ]	[ ]	[ ]
10. Feedback Skills	[ ]	[ ]	[ ]	[ ]
11. Skill in Creating the Learning Environment	[ ]	[ ]	[ ]	[ ]
12. Skill in Managing Class Time	[ ]	[ ]	[ ]	[ ]
13. Skill in Making Content Relevant	[ ]	[ ]	[ ]	[ ]
<b>COACHING &amp; COUNSELING SKILLS</b>				
14. Skill in Establishing Rapport/Trust	[ ]	[ ]	[ ]	[ ]
<b>SDCCD KNOWLEDGE &amp; INVOLVEMENT</b>				
15. Department/College/District Knowledge & Involvement	[ ]	[ ]	[ ]	[ ]
16. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
17. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their teaching profession	[ ]	[ ]	[ ]	[ ]
18. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	[ ]

**SIGNATURES:**

**DATES:**

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
PEER EVALUATOR

\_\_\_\_\_

\_\_\_\_\_  
DEAN

\_\_\_\_\_

\_\_\_\_\_  
PEER EVALUATOR (if applicable)

\_\_\_\_\_

\_\_\_\_\_  
EVALUEE

\_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT CHAIR

\_\_\_\_\_

\_\_\_\_\_  
COLLEGE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

## San Diego Community College District College Faculty Appraisal Form COUNSELOR

For: \_\_\_\_\_  
(*Evaluee's Name*)

<b>DOMAINS/ Criteria</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
<b>DEVELOPMENT, COORDINATION, &amp; IMPLEMENTATION OF STUDENT SERVICES ACTIVITIES</b>				
1. Keeping Reports, Records, Ed Plans, & other documentation	[ ]	[ ]	[ ]	[ ]
2. Special Functions	[ ]	[ ]	[ ]	[ ]
3. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
<b>PROFESSIONAL COUNSELING SKILLS</b>				
4. Individual Counseling	[ ]	[ ]	[ ]	[ ]
5. Group Counseling	[ ]	[ ]	[ ]	[ ]
6. Assessment	[ ]	[ ]	[ ]	[ ]
7. Group Presentation	[ ]	[ ]	[ ]	[ ]
<b>COUNSELING-SPECIFIC SUBJECT MASTERY</b>				
8. Knowledge & Utilization of Academic Programs and Curricula, Transfer Information, resources, & District Procedure	[ ]	[ ]	[ ]	[ ]
9. Professional Growth & Ongoing Preparation	[ ]	[ ]	[ ]	[ ]
<b>INTERPERSONAL-PERSONAL SKILLS</b>				
10. Communication	[ ]	[ ]	[ ]	[ ]
11. Leadership/Influence	[ ]	[ ]	[ ]	[ ]
12. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
13. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their teaching profession	[ ]	[ ]	[ ]	[ ]
14. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b> [ ]	<b>Competent</b> [ ]	<b>Exceeds Standards</b> [ ]	[ ]

**SIGNATURES:**

**DATES:**

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
PEER EVALUATOR

\_\_\_\_\_  
DEAN

\_\_\_\_\_  
PEER EVALUATOR (if applicable)

\_\_\_\_\_  
EVALUEE

\_\_\_\_\_  
DEPARTMENT CHAIR

\_\_\_\_\_  
COLLEGE PRESIDENT

\_\_\_\_\_  
VICE PRESIDENT

## San Diego Community College District College Faculty Appraisal Form LIBRARIAN

For: \_\_\_\_\_  
(*Evaluee's Name*)

<b>DOMAINS/ Criteria</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
<b>PUBLIC &amp; TECHNICAL SERVICES</b>				
1. Reference	[ ]	[ ]	[ ]	[ ]
2. Bibliographic Instruction	[ ]	[ ]	[ ]	[ ]
3. Circulation of Materials	[ ]	[ ]	[ ]	[ ]
4. Acquisition of Materials	[ ]	[ ]	[ ]	[ ]
5. Cataloging	[ ]	[ ]	[ ]	[ ]
<b>COLLECTION DEVELOPMENT</b>				
6. Overall Knowledge of the Collection	[ ]	[ ]	[ ]	[ ]
7. Collection Evaluation & Assessment	[ ]	[ ]	[ ]	[ ]
8. Material Selection & De-selection	[ ]	[ ]	[ ]	[ ]
<b>OPERATIONAL LEADERSHIP</b>				
9. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
10. Staff Development	[ ]	[ ]	[ ]	[ ]
<b>SDCCD KNOWLEDGE &amp; INVOLVEMENT</b>				
11. Professional Involvement	[ ]	[ ]	[ ]	[ ]
12. College/District Policies & Procedures	[ ]	[ ]	[ ]	[ ]
13. Liaison with Faculty & Administration	[ ]	[ ]	[ ]	[ ]
14. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
15. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their <u>teaching</u> profession	[ ]	[ ]	[ ]	[ ]
16. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>LIBRARIANSHIP MASTERY</b>				
17. Continuing Education	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	[ ]

**SIGNATURES:**

**DATES:**

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
PEER EVALUATOR

\_\_\_\_\_

\_\_\_\_\_  
DEAN

\_\_\_\_\_

\_\_\_\_\_  
PEER EVALUATOR (if applicable)

\_\_\_\_\_

\_\_\_\_\_  
EVALUÉE

\_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT CHAIR

\_\_\_\_\_

\_\_\_\_\_  
COLLEGE PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
VICE PRESIDENT

\_\_\_\_\_

**RECOMMENDATION PAGE FOR ALL COLLEGE TENURED/TENURE-TRACK EVALUATIONS**

COMMITTEE RECOMMENDATION for \_\_\_\_\_

**PROBATIONARY/PROMOTIONAL EVALUATION**

First Year	<input type="checkbox"/> Second one-year Contract	<input type="checkbox"/> Tenure	<input type="checkbox"/> Non-Renewal
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Second Year	<input type="checkbox"/> Two-year Contract	<input type="checkbox"/> Tenure	<input type="checkbox"/> Non-Renewal
-------------	--	---------------------------------	--------------------------------------

Third Year	<input type="checkbox"/> Satisfactory Progress	<input type="checkbox"/> Unsatisfactory Progress
------------	--	--

Fourth Year	<input type="checkbox"/> Tenure/Promotion to Associate Professor	<input type="checkbox"/> Denial of Tenure
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Eighth Year	<input type="checkbox"/> Advance to Professor	<input type="checkbox"/> Advancement Not Recommended, FEDP Required
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**TENURED, NON-PROMOTIONAL EVALUATION**

<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory, FEDP Required
---------------------------------------	--

Recommendation of College President: \_\_\_\_\_ I agree \_\_\_\_\_ I disagree  
With Committee Recommendation

(If "Disagree," please state recommendation and reasons for such):

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## APPENDIX III

### APPLIES TO COLLEGE FACULTY ONLY

This Appendix consists of copies of the official **Student Evaluation Forms** referenced in Article XV, Section 15.1.5 of this Agreement. There are two forms, one each for Classroom Faculty and Counselors.

The forms are to be used in the evaluation of both tenured/tenure-track and adjunct faculty.



## SURVEY B

SURVEY NAME \_\_\_\_\_

**Directions for questions 1 through 20:** Please “grade” your instructor on each of the statements for questions 1 through 20. Fill in the letter of the answer (use a #2 pencil) which best describes the instructor and this class. Record your responses on the computer sheet according to the following criteria:

(a)	(b)	(c)	(d)	(e)
Outstanding	More than satisfactory	Satisfactory	Less than satisfactory	Not applicable

1. The instructor makes the objectives and requirements of the course clear.
2. Class meetings are well organized.
3. The required readings and/or other assignments are useful in promoting learning.
4. The instructor treats students with respect.
5. The instructor is available to students during scheduled office hours or at other times by appointment.
6. The instructor encourages students, including those who experience difficulty.
7. The instructor is enthusiastic about teaching this course.
8. The instructor uses methods of teaching which seem appropriate to the course.
9. The instructor generally attempts to stimulate interest in the subject.
10. The instructor explains the material well.
11. The instructor encourages student participation when appropriate.
12. The instructor encourages critical thinking about the issues addressed in the course.
13. If students don't understand the material, the instructor gives additional explanation.
14. The instructor uses class time effectively.
15. The instructor gives exams and/or assignments that allow students to demonstrate what they have learned.
16. Exam questions and/or assignments are clear.
17. Exams and/or assignment are corrected, commented upon, and returned within a reasonable time.
18. The instructor makes specific, useful comments and/or corrections on student work.
19. The course objectives stated at the beginning of the course are being achieved or have been achieved.
20. Instructor's exams are challenging and require students to prepare carefully.

**Questions 21 through 26** are intended to provide a profile of students who are evaluating faculty. Answer each on the computer form according to the responses listed below them.

21. What was the main reason you enrolled in this class?  
(a) General Ed or Remedial Requirement (b) Major Requirement  
(c) Special Education Needs (d) Personal Interest (e) Professional/Vocational
22. This course fits into your:  
(a) 4-year program (b) 2-year program (c) Certificate Prog. (d) Personal goals (e) Undecided
23. Aside from class time, how many hours per week do you spend preparing for this class?  
(a) 0 (b) 1 to 3 (c) 4 to 6 (d) 7 to 9 (e) 10 or more
24. How would you grade your effort in this class:?  
(a) Very Good (b) Good (c) Adequate (d) Fair (e) Poor
25. If you have a job, how many hours per week do you work?  
(a) No Job (b) 1 to 10 (c) 11 to 20 (d) 21 to 30 (e) 31 to 40
26. How many units are you carrying for this semester?  
(a) 1-3 (b) 4-6 (c) 7-9 (d) 10-12 (e) more than 12
27. Did you attend the first class session?  
(a) Yes (b) No

**Directions for Items 28 and 29:** Please respond as fully and precisely as you can to the following two items. Your answers will be reviewed by your instructor following the end of the course, and can be of considerable help in improving teaching effectiveness.

**Please specify what you think this instructor has done well in this course.**

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**Please specify ways in which you think this course can be improved.**

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SURVEY NAME \_\_\_\_\_

**Directions for questions 1 through 17.** Please “grade” your counselor on each of the statements for questions 1 through 17. Fill in the letter of the answer (use a #2 pencil) which best describes the counselor and this session. Record your responses on the computer sheet according to the following criteria:

(a)	(b)	(c)	(d)	(e)
Outstanding	More than satisfactory	Satisfactory	Less than satisfactory	Not applicable

1. The Counselor was on time for the appointment.
2. The Counselor showed a genuine caring about my situation.
3. The Counselor treated me with respect.
4. The Counselor listened to my problem or question.
5. The Counselor gave feedback related to my problem or question.
6. The Counselor was well organized and had helpful materials available.
7. The Counselor developed an understandable and legible educational plan that reflected by present career goals.
8. The Counselor suggested alternatives and options to assist with my goals.
9. The Counselor made the objectives and requirements for my program clear.
10. The Counselor encouraged me to participate in decisions regarding career and academic goals.
11. The counselor encouraged me in exploring options and in achieving my goals.
12. I left the counseling session feeling that my needs had been met.
13. The Counselor helped me to understand my strengths and weaknesses.
14. The Counselor helped me understand how to use my previous coursework and experience in planning my schedule.
15. The Counselor referred me to campus and/or community resources that will assist me in making decisions.
16. The Counselor explained policies, procedures and deadlines related to my needs.
17. The Counselor provided information about academic programs, general education and transfer requirements.
18. What is the main reason for your counseling session today? (Select ONE choice from question 18 and 20)  
(a) Personal problem      (b) Career information      (c) Educational planning      (d) Financial Aid      (e) Assistance with forms
19. (a) Semester planning      (b) General information      (c) Transfer information      (d) Instructor Complaints      (e) Referred to counseling
20. (a) Probation      (b) Disqualification      (c) Other

21. This counseling session took place during:  
(a) August/September (b) October/November (c) January/February (d) March/April/May (e) June/July
22. My reason for enrollment in college is:  
(a) Associate Degree (b) Certificate (c) Personal Interest (d) Job Skills (e) Transfer to a University
23. Have you reviewed the College Catalog and class schedule?  
(a) Yes (b) No
24. Did you bring copies of prior coursework and/or related information to the counseling session?  
(a) Yes (b) No
25. Have you requested that a copy of your transcript be sent to the college?  
(a) Yes (b) No
26. Are you:  
(a) First time in college (b) Returning Student (after an absence) (c) Continuing student (d) Concurrently enrolled
27. This is my:  
(a) First counseling session (b) Second session (c) Third or more

Please specify ways in which you think counseling services can be improved:

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## APPENDIX IV

### APPLIES TO COLLEGE FACULTY ONLY

This Appendix consists of copies of the official **Adjunct Faculty Appraisal Forms** referenced in Article XV, Section 15.1.14.4 of this Agreement. There are three forms, one each for Adjunct Classroom Faculty, Counselors, and Librarians.

Official **Adjunct Faculty Appraisal booklets** are available in the offices of the appropriate manager at all three colleges, and through the offices of each college's Evaluation Coordinator. The booklets describe evaluation criteria and evidence of effectiveness. In addition, the booklets list several "examples of performance" for each criterion. These examples primarily describe behaviors that may indicate whether, how, and how well an adjunct faculty member meets the various criteria. The booklets are to be used as guides in the evaluation process, and are not part of the official or unofficial record.

Adjunct faculty not covered by one of these forms and/or booklets may modify the most suitable, in concert with the appropriate manager and the College Evaluation Coordinator.

**San Diego Community College District – College Adjunct Faculty Appraisal Form**

For: \_\_\_\_\_  
(Evaluatee's Name)

<b>CRITERIA</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	<b>Unable to Observe</b>
1. Current Subject Area Knowledge/ Professional Development	[ ]	[ ]	[ ]	[ ]
2. Knowledge of Learning Theory	[ ]	[ ]	[ ]	[ ]
3. Course Conceptualization/Integration	[ ]	[ ]	[ ]	[ ]
4. Organizing/Planning	[ ]	[ ]	[ ]	[ ]
5. Innovation/Resourcefulness	[ ]	[ ]	[ ]	[ ]
6. Presentation Skills	[ ]	[ ]	[ ]	[ ]
7. Adaptability/Flexibility	[ ]	[ ]	[ ]	[ ]
8. Facilitation Skills	[ ]	[ ]	[ ]	[ ]
9. Assessment	[ ]	[ ]	[ ]	[ ]
10. Feedback Skills	[ ]	[ ]	[ ]	[ ]
11. Skill in Creating the Learning Environment	[ ]	[ ]	[ ]	[ ]
12. Skill in Managing Class Time	[ ]	[ ]	[ ]	[ ]
13. Skill in Making Content Relevant	[ ]	[ ]	[ ]	[ ]
14. Skill in Establishing Rapport/Trust	[ ]	[ ]	[ ]	[ ]
15. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
16. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their teaching profession	[ ]	[ ]	[ ]	[ ]
17. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	[ ]

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
EVALUEE

\_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT CHAIR/DESIGNEE

\_\_\_\_\_

\_\_\_\_\_  
DEAN

\_\_\_\_\_

**San Diego Community College District College Adjunct Faculty Appraisal Form - COUNSELOR**

For: \_\_\_\_\_  
(Evaluatee's Name)

Criteria	Needs Development	Competent	Exceeds Standards	Unable to Observe
1. Keeping Reports, Records, Ed Plans, & other Documentation	[ ]	[ ]	[ ]	[ ]
2. Special Functions	[ ]	[ ]	[ ]	[ ]
3. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
4. Individual Counseling	[ ]	[ ]	[ ]	[ ]
5. Group Counseling	[ ]	[ ]	[ ]	[ ]
6. Assessment	[ ]	[ ]	[ ]	[ ]
7. Group Presentation	[ ]	[ ]	[ ]	[ ]
8. Knowledge & Utilization of Academic Programs and Curricula, Transfer Information, Resources, & District Procedure	[ ]	[ ]	[ ]	[ ]
9. Professional Growth & Ongoing Preparation	[ ]	[ ]	[ ]	[ ]
10. Communication	[ ]	[ ]	[ ]	[ ]
11. Leadership/Influence	[ ]	[ ]	[ ]	[ ]
12. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
13. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their teaching profession	[ ]	[ ]	[ ]	[ ]
14. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	[ ]

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
EVALUEE

\_\_\_\_\_

\_\_\_\_\_  
DEPARTMENT CHAIR/DESIGNEE

\_\_\_\_\_

\_\_\_\_\_  
DEAN

\_\_\_\_\_

**San Diego Community College District College Adjunct Faculty Appraisal Form - LIBRARIAN**

For: \_\_\_\_\_  
(Evaluee's Name)

<b>CRITERIA</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	<b>Unable to Observe</b>
1. Reference	[ ]	[ ]	[ ]	[ ]
2. Bibliographic Instruction	[ ]	[ ]	[ ]	[ ]
3. Circulation of Materials	[ ]	[ ]	[ ]	[ ]
4. Acquisition of Materials	[ ]	[ ]	[ ]	[ ]
5. Cataloging	[ ]	[ ]	[ ]	[ ]
6. Overall Knowledge of the Collection	[ ]	[ ]	[ ]	[ ]
7. Collection Evaluation & Assessment	[ ]	[ ]	[ ]	[ ]
8. Material Selection & De-selection	[ ]	[ ]	[ ]	[ ]
9. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
10. Staff Development	[ ]	[ ]	[ ]	[ ]
11. Professional Involvement	[ ]	[ ]	[ ]	[ ]
12. College/District Policies & Procedures	[ ]	[ ]	[ ]	[ ]
13. Liaison with Faculty & Administration	[ ]	[ ]	[ ]	[ ]
14. Continuing Education	[ ]	[ ]	[ ]	[ ]
15. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
16. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of their teaching profession	[ ]	[ ]	[ ]	[ ]
17. Demonstrated sensitivity to the issues of diversity	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Competent</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	[ ]

**SIGNATURES:**

**DATES:**

\_\_\_\_\_  
EVALUEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT CHAIR/DESIGNEE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEAN



**COLLEGE FACULTY PROGRAM CARD**  
**Spring Semester 1999**

Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Dept: \_\_\_\_\_ Office: \_\_\_\_\_ Email address: \_\_\_\_\_

	Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
	Course No.	Room	Course No.	Room	Course No.	Room	Course No.	Room	Course No.	Room	Course No.	Room	Course No.	Room
6:00														
7:00														
8:00														
9:00														
10:00														
11:00														
12:00														
1:00														
2:00														
3:00														
4:00														
5:00														
6:00														
7:00														
8:00														
9:00														
10:00														

1. Write in your total contract assignment: course numbers, room numbers, or other non-teaching assignment in the appropriate time blocks for each day of the week.
2. Indicate your planned on-campus hours for each day by drawing a line in the vertical shaded column preceding the day and time. Note: Faculty are assigned 30 hours on campus each week (35 for counselors, 40 for other non-classroom faculty). Do not include overload time or mealtime in the on-campus hours.
3. Write in "Office Hour" in the appropriate blocks to indicate the total hours (normally five hours for classroom faculty) you plan to be in your office each week (includes an office hour for each day/evening that a class is taught).
4. Identify "overload" assignments by a plus (+) next to the course number (or non-classroom overload activity).
5. Identify "Reassigned Time" (Department Chair, etc.) by filling in a description of the activity in the appropriate time blocks (20% reassigned time equals 8 hours per week).

**Complete all information on the reverse side and return form to the appropriate Dean/Manager**

**Contract Assignment**

Discipline / Subject Area / Activity	Hours per Week	FTEF
Reassigned Time:		
Totals:		

**Overload and Other Assignments**

Description (Course / CRN / Activity)	Dates (Start/End)	Hours per Week (Time and Days)	FTEF
Totals:			

**Committee Assignments**

Faculty are expected to serve on a minimum of one District or College committee. Identify your assigned committee(s):

Committee Name	Type: District, College, Department, Etc.	Chairperson (Name)	Term of Assignment (Year/Semester)	Estimated Hours per Week

Complete all information on both sides of this Faculty Program Card and return form to the appropriate Dean/ Manager

The information on this card represents the faculty member's assignment for the semester. The times and assignment are subject to change as schedule adjustments are made. Please sign below to acknowledge receipt of and agreement with this card.

Faculty Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Dean's Approval: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX VI**

San Diego Community College District  
**College Department Chair Assessment Form**

Satisfactory      Needs Development\*      Not Applicable

Satisfactory	Needs Development*	Not Applicable	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Performed the following duties and responsibilities:</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1) Facilitated curriculum revisions, deactivations, and development of new curriculum and programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2) Recruited underrepresented adjunct and/or contract faculty
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3) Convened regular department meetings and attended department, school, college, and district meetings
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4) Attended training meetings and leadership development seminars for department chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5) Assisted the dean/manager in developing and implementing plans to improve student retention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6) Assisted the dean/manager in meeting departmental, college, and district productivity and enrollment management goals while meeting student and program needs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7) Participated in student job placement and/or transfer activities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Assisted the dean/manager in developing the schedule of classes and in making faculty assignments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Encouraged open communications and/or facilitated conflict resolution among department faculty members
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Assisted administration in resolving student complaints and grievances
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Facilitated cooperative ventures with other departments, schools, and/or colleges
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Supported grant applications and/or supervision of grant programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13) Collaborated with community agencies and/or corporate partners related to departmental programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14) Attended local, state, and/or national events related to department disciplines
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15) Met all critical deadlines (curriculum and catalog review, book orders, class schedule development, contract and adjunct faculty evaluations, master planning and program review and such)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16) Remained within departmental budget allocations (supplies, materials, equipment, certificated hourly and non-academic temporary staff, and such
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17) Worked collaboratively with the dean/manager and evaluation coordinator to ensure smooth implementation of contract and adjunct faculty evaluation procedures

\*Written recommendations for improvement shall be provided for any items where “needs development” is checked.

           **OVERALL ASSESSMENT** (not mathematically derived from above items)

\_\_\_\_\_  
 Signature of Manager Completing Evaluation      Date  
 (verifies that the above has been discussed with the Chair and that written recommendations for improvement have been provided)

\_\_\_\_\_  
 Signature of Chair      Date  
 (verifies that the the above has been discussed with the Chair and that written recommendations for improvement have been provided)

**SIDELETTER  
AFT GUILD  
AND  
SAN DIEGO COMMUNITY COLLEGE DISTRICT**

The parties agree to the following resolution of the unfair practice charge filed by the Guild re: Article VIII (section A9.0):

- a) Contract faculty will be notified by the District via U.S. mail that they have an option to request that their December 1998 contract earnings be paid on December 18, 1998. Faculty who make this request shall also receive all future December contract earnings in December.
- b) Contract faculty who do not make this request shall have their December 1998 contract earnings paid on the first working day in January, 1999 as per Article VIII (A9.0).
- c) During the 1999 calendar year the District agrees to provide the opportunity for each contract faculty member to meet with a tax consultant to discuss ways that they may limit their future tax liability as result of the issuance of an additional pay warrant during the calendar year. This consultant will be jointly selected by the District and the Guild.
- d) During calendar year 1999, contract faculty will be notified by the District via U.S. mail that they have an option to request that their December 1999 contract earnings be paid on the first working day in January 2000. Faculty who make this request will also receive all future December contract earnings in January.
- e) Contract faculty who do not respond to this 1999 mailing shall automatically have their December 1999 and all future December contract earnings paid in December.
- f) All new contract faculty hired on or after January 1, 1999 shall have their December contract earnings paid in December.

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Wayne Murphy, Assistant Chancellor  
Human Resources

November 20, 1998

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Jim Mahler, President  
AFT Guild, Local 1931

November 20, 1998

**SIDE LETTER  
TO  
AFT GUILD/COLLEGE FACULTY**

The parties agree that effective July 1, 1999, the District will provide each Academic Senate at City, Mesa and Miramar College with 1.0 FTEF reassigned time per academic semester.

\_\_\_\_\_  
Wayne Murphy, Assistant Chancellor  
Human Resources

\_\_\_\_\_  
Jim Mahler, President  
AFT Guild, Local 1931

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**COLLEGE FACULTY UNIT PAY**

DEFINITION OF UNIT PAY: Unit Pay (no time card required) refers to an equalized method of monthly payments for regularly scheduled adjunct or contract overload college classroom teaching assignments. The unit pay remuneration for full semester classes (16-18 weeks) includes the paid time necessary to satisfy the required flex obligation for the full semester class. Classes other than a full semester in length do not have a flex obligation, nor do they carry any compensation for flex activities, therefore faculty are paid at 97% (ninety-seven percent) of the unit pay amount for the class.

CALCULATION OF PAID HOURS

- A. For classes from sixteen (16) to eighteen (18) weeks in duration, the unit pay amount will be based on the maximum approved catalog hours for the course. (For example, for a three (3) hour per week course (lecture or lab), the unit pay amount would be 54 (fifty-four) hours. All other courses will be based on this ratio of 54 (fifty-four) hours of pay for each three (3) hours of weekly course assignment for each course as stated in Integrated Student Information System (ISIS) and the college catalog.)
  
- B. For courses that are not sixteen (16) to eighteen (18) weeks in length (including summer session), the unit pay amount will be based on 97% (ninety-seven percent) of the maximum approved catalog hours for each course as reflected in the Integrated Student Information System (ISIS).

**APPENDIX IX-2**

**Number of Pay Warrants to be Issued**  
*REPLACE WITH NEW TABLE*

<b>NUMBER OF WEEKS CLASS MEETS</b>	<b>NUMBER OF PAY WARRANTS</b>	<b>FALL SEMESTER PAY WARRANT ISSUE DATES</b>	<b>SPRING SEMESTER PAY WARRANT ISSUE DATES</b>
<b>Eighteen (18)+ weeks</b>	5	September 10, October 10, November 10, December 10, January 10	February 10, March 10, April 10, May 10, June 10

<b>NUMBER OF WEEKS CLASS MEETS</b>	<b>CLASS START DATE</b>	<b>NUMBER OF PAY WARRANTS</b>	<b>FIRST PAY WARRANT ISSUED</b>
Thirteen (13) through Seventeen (17) weeks	Before or on the 15 <sup>th</sup> of the month	4	10 <sup>th</sup> of month following start of class
	After the 15 <sup>th</sup> and before the 25 <sup>th</sup> of the month	5	10 <sup>th</sup> of month following start of class
	Starts on or after the 25 <sup>th</sup> of the month	4	10 <sup>th</sup> of the 2 <sup>nd</sup> month following start of class
Ten (10) through Twelve (12) weeks	Before the 25 <sup>th</sup> of the month	3	10 <sup>th</sup> of month following start of class
	Starts on or after the 25 <sup>th</sup> of the month	3	10 <sup>th</sup> of the 2 <sup>nd</sup> month following start of class
Eight (8) through Nine (9) weeks	Before or on the 5 <sup>th</sup> of the month	2	10 <sup>th</sup> of month following start of class
	After the 5 <sup>th</sup> and before the 25 <sup>th</sup> of the month	3	10 <sup>th</sup> of month following start of class
	On or after the 25 <sup>th</sup> of the month	2	10 <sup>th</sup> of the 2 <sup>nd</sup> month following start of class
	For summer semester classes commencing in June after the 5 <sup>th</sup> and before the 25 <sup>th</sup> of the month	2	10 <sup>th</sup> of month following start of class
Six (6) through Seven (7) weeks	Before the 25 <sup>th</sup> of the month	2	10 <sup>th</sup> of month following start of class
	Starts on or after the 25 <sup>th</sup> of the month	2	10 <sup>th</sup> of the 2 <sup>nd</sup> month following start of class
Four (4) through Five (5) weeks	Before or on the 5 <sup>th</sup> of the month	1	10 <sup>th</sup> of month following start of class
	After the 5 <sup>th</sup> and before the 25 <sup>th</sup> of the month	2	10 <sup>th</sup> of month following start of class
	On or after the 25 <sup>th</sup> of the month	1	10 <sup>th</sup> of the 2 <sup>nd</sup> month following start of class



**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**RESOURCE ALLOCATION FORMULA (RAF)**

**FOR**

**COLLECTIVE BARGAINING**

**Effective July 1, 2008 through June 30, 2011**

**for the**

**AFT College and Continuing Education Faculty**



**PURPOSE**

The purpose of this Resource Allocation Formula (RAF) is to provide a clearly defined method for the allocation of resources to employee units, to cover the operating costs of the District, and to fund priorities established by the District. In developing the RAF, the District took into consideration priorities such as, but not limited to, the following:

- Provide for salary and benefit improvements for its employees.
- Base economic improvements on actual revenue received from COLA, Growth, and State apportionment, and be responsive to reductions in continuous revenue.
- Provide resources to maintain a competitive position in the market and support the recruitment and retention of employees.
- Promote FTES growth to maximize continuous revenue.
- Provide resources to cover the inflationary costs related to services and operating expenses.
- The reduction of reliance on one-time funds (ending balances) to balance the annual budget.
- Provide funding to cover the increased costs related to new and expanded facilities provided through the use of Proposition S and Proposition N funds.

The RAF has also been designed to allocate resources responsibly, and in such a manner as to hopefully avoid future budget reductions, hiring freezes, and/or reductions in programs and services to be able to balance the annual budget.

From the increase in qualified RAF apportionment funds made available to the employee units each year, which typically is provided through a COLA adjustment, each unit will have general discretion over how its portion of these funds are distributed following past practices, provided they are used for improving the compensation or benefit levels of existing programs and services. If a bargaining unit wants to implement a new program or service, modify workload, or make changes that negatively impact the percent of instructional and non-instructional expenses (as defined in the State 50% calculation) within the unit, the terms and conditions of such changes will have to be negotiated with the District.

**GENERAL TERMS AND CONDITIONS****Use of Funds**

From the increase in qualified RAF apportionment funds allocated each fiscal year, each participating bargaining unit included in the formula shall have general discretion over how its portion of these funds are distributed. The intended use of the funds are to improve the compensation and/or benefit levels of those members represented by each bargaining unit, but may also be used to pay for reassigned time for the purpose of union business, at the discretion of the union following past practice. The cost of such reassigned time for union business shall be based on the replacement cost for the position(s) based on the level of FTE or FTEF reassigned time. As in past practice, faculty and staff reassigned time will be paid for at the contract rate where a contract replacement is made, and at the adjunct or hourly rate when the release time is filled with one or more adjunct or hourly staff. It is the District's discretion as to how a reassigned time replacement is filled. If a bargaining unit wants to implement a new program or service, modify workload, make changes that negatively impact the 50% calculation, or make any other changes not directly related to existing salary or compensation schedules or benefit programs, the terms and conditions of such changes will have to be negotiated with the District.

Following past practices, employee unit salary or benefit increases in restricted programs are to be absorbed by the program's funding.

**Funding Sources**

For the 3-year term of this agreement, the source of funds subject to this agreement are annual revenue increases from funded COLA, or other continuous general apportionment increases, excluding Growth, Stability funding, and Restoration funding. The total funds available to the units participating in this RAF shall not exceed the equivalent level of funding to increase the affected salary schedules by 100% of the State COLA percent, with the exception of the cost to extend the fully paid health (at the Kaiser rate), dental, and vision premiums through December 31, 2011 (Value for all units estimated at \$2.1 million, depending on health benefit inflation rates).

**COLA and Apportionment Increases**

The annual COLA and apportionment increases are reflected in Sections I & II, and the "Workload Measures" section of "Exhibit C" of the Apportionment document distributed by the California Community Colleges System Office (e.g. 2006-07 COLA = 5.92%; 2007-08 COLA = 4.53%). Continuous increases due to COLA and/or continuous apportionment increases are typically reflected in Section II-Inflation Adjustment, or clearly identified in Section V-Other Revenue Adjustments. The Exhibit C, or its equivalent, in the State Apportionment document will be used to identify all increases to continuous revenue from COLA or apportionment revenue.

**RAF Economic Improvements Implementation Dates and Off-Schedule Payments**

During normal budget years, when the State budget is finalized with certainty during or prior to the fall semester, on-schedule increases will take effect on January 1<sup>st</sup> and off-schedule payments will be made on January 31<sup>st</sup> for contract employees, and February 10<sup>th</sup> for adjunct and overload employees.

In years with budget uncertainty, such as during the 2008-09 fiscal year, RAF funds will be withheld until the P-1 is received, and/or until there is reasonable certainty that the RAF funds will be received, but no later than April 1<sup>st</sup> of each year. Once the determination related to RAF funds is made, the on-schedule changes will go into effect the first of the following month, and the off-schedule payments will be for the number of preceding months since July 1<sup>st</sup>. For example, if the final RAF allocation determination is made during March, the on-schedule changes would be effective April 1<sup>st</sup>, and the off-schedule payments would be for nine (9) months (July – March) at the RAF maximum on-schedule rate.

To qualify for off-schedule payments, employees must have been in a paid status after July 1<sup>st</sup> of the current RAF year. Employees who qualify for off-schedule payments will receive off-schedule payments based on their total salary related earnings from July 1 through the months covered by the off-schedule payments, except for summer adjunct faculty assignments which begin with earnings in the August 10<sup>th</sup> paycheck. For example:

**Contract Faculty and Staff**

Off-schedule payment will be equivalent to each employee's salary related earnings during the months in the off-schedule period, times the RAF COLA for each year. Faculty and Staff not employed for the full off-schedule period will have their off-schedule payment prorated.

**Adjunct Faculty (Includes Overload)**

Off-schedule payment for adjunct and overload assignments will be equivalent to each employee's salary related earnings during the off-schedule period, times the calculated RAF COLA for each year. Off-schedule payment for adjuncts teaching during summer session will be based on earnings beginning with the August 10<sup>th</sup> paycheck. (Contract faculty who teach summer or intersession assignments are considered adjunct faculty for purposes of this provision.)

**Adjustments to RAF Unit Allocations**

The full allocation of RAF COLA funds is contingent upon the District receiving full funding for COLA, Growth, and Apportionment Revenue as committed by the State and included in the District's Adopted Budget, approved on or before September 15<sup>th</sup> of each year. If any of these revenue sources, approved in the original State budget is reduced by the State after the RAF funds have been determined, but before they have been distributed, the RAF funds will be reduced by the loss in revenue, proportionally by unit, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

If reductions to apportionment funding levels are modified by the State after RAF funds have been distributed, the loss of RAF revenue will be deducted from the following year's RAF before distributions are made to the units, provided the reduction in funding is solely due to reductions caused by the State, outside of the control of the District.

**Term of Agreement and Annual Reopeners**

The term of this agreement is for three (3) years, covering the fiscal years 2008-2009, 2009-2010, and 2010-2011. Each bargaining unit, and the District, may each open a maximum of two (2) non-economic Articles of their respective contracts each year, unless additional sections are mutually agreed upon. All other collective bargaining agreement provisions are continued each year.

The terms and conditions of this agreement expire on June 30, 2011. Should a successor RAF agreement between the District and any unit not be in place on July 1, 2011, the terms and conditions of this agreement will not continue. Any agreement between the District and any unit, including side letters, memorandums of understanding and other written agreements, that are contingent upon this current RAF agreement, expire on July 1, 2011, and may be renegotiated as part of a successor RAF agreement, unless a written mutual agreement exists to the contrary.

**Employee Health Benefits**

Prior year RAF agreements included funds from equalization dollars to fund the inflationary premium costs for health benefits (at the Kaiser rate), dental and vision for employees of the participating units. Based on historical inflation rates, it was estimated that the benefit reserve funds would run out sometime around July 2010. For those units that participate in this new RAF agreement, it is understood that this agreement supersedes all previous RAF agreements, and the District will continue to pay the inflationary costs of health benefits (at the Kaiser rate), vision and dental through December 31, 2011. This agreement does not obligate the District in any way to pay any increases in premium costs beyond December 31, 2011.

**Prior Year RAF Issues**

Participation in this RAF agreement is contingent upon that unit agreeing that all issues related to prior year's RAF agreements, including equalization money that was set aside in the employee benefit reserve, are all resolved and not subject to challenge.

The prior RAF agreements included revenue sharing of growth funds. The RAF covering the 2007-08 year included a provision that provided 30% of growth revenue funded for that year be distributed to the participating RAF units. Participation in this new agreement is contingent upon each participating unit waiving their claim on the 2007-08 growth revenue and releasing the funds back to the District.

**Other Revenue Sources**

By participating in this RAF agreement, it is understood by all units that the only revenue available to each unit is from annual increases to continuous apportionment revenue, not to exceed an amount equivalent to 100% of the State COLA percent if applied to the salary schedules.

**Expenditure Rebates from the State**

The only revenue exception would be for reimbursements from the State that are directly related to a unit's expenditure of RAF dollars. If a bargaining unit or meet and confer group spends their RAF funds to purchase an improvement, such as adjunct office hours, which directly and specifically results in a full or partial reimbursement of the unit's funds spent on the improvement, from the State and received by the District, the reimbursement will be credited to the unit's RAF funds. Reimbursements that are directly or indirectly a result of the use of District funds outside the RAF dollars, such as but not limited to changes in FTE, FTEF, apportionment, productivity, enrollment, etc., are not included in or subject to this provision.

**SAN DIEGO COMMUNITY COLLEGE DISTRICT  
RAF IMPLEMENTATION AND COST OUT METHODOLOGY  
APPLICABLE TO 2008-09, 2009-10, 2010-11  
EFFECTIVE JULY 1, 2008**

The RAF implementation and cost out methodologies are outlined below.

1. Provides funding each fiscal year equal to on-schedule percent equal to 100% of State COLA percentage. (For example, if State COLA is 5%, funds equivalent to provide a 5% across-the-board on-schedule salary increase will be provided.)
2. No cost outs required for portion of funds used to pay for across-the-board on-schedule salary increases.
3. If all funds are not used for across-the-board salary increases, non-across-the-board cost outs will be determined as follows:
  - 3.1 Same methodology as was used for previous RAF's except:
    - 3.1.1 Budget value for vacant positions will be excluded.
    - 3.1.2 100% of mandated benefit costs will be included.
  - 3.2 Cost outs will be based on a three (3) year cost out methodology, based on filled positions as of September 1st of each new year.
  - 3.3 Cost out methodology will be based on the additional cost of salary and mandated benefits when current salary schedule costs are compared to proposed salary schedule costs, after all employees are advanced three (3) years per current salary step advancement procedures (i.e. one-step per year).
4. Costs of other (fixed cost) economic improvements shall be based on the actual cost or set-aside amount of the improvement. For example, if \$10,000 is set aside and added to the adjunct medical reserve fund, \$10,000 will be charged against the available RAF allocation.
5. Contract continues on current January to January cycle for implementation of salary schedule and other contract related on-schedule increases, excluding class and step advances, which will occur as regularly scheduled.

COLLEGE FACULTY ADJUNCT OFFICE HOUR PROGRAM

Adjunct faculty who provide either face-to-face office hours or on-line synchronous office hour time will be eligible for compensated office hours subject to the following requirements:

1. Each adjunct faculty member must submit a completed form (attached) to the appropriate school dean by no later than the last working day in October and the end of the first full week in April for the fall and spring semesters, respectively, or by the second week of the assignment, whichever is earlier. The faculty member must also include in the syllabus the number of office hours which he/she agrees to hold during the semester, including the days, times, and places where the office hours will be held.
2. A separate form must be submitted for each school/college where the faculty member has an assignment.
3. The program does not apply to contract overload or pro-rata faculty.
4. All payments will be made in the last pay period of the semester.
5. The total amount of resources to be distributed each semester will come from the AFT share of the Resource Allocation Formula. The rate of pay for each faculty member will be determined by dividing this resource by the total number of hours submitted under Section 1.
6. This program will not require the creation of additional office space.
7. Either party may reopen this program for amendment each year.
8. Hours available per FTEF:

<u>SEMESTER FTEF</u>	<u>MAXIMUM NUMBER OF OFFICE HOURS</u>
.01 to .10	5
.11 to .20	10
.21 to .30	15
.31 to .40	20
.41 to .50	25
.51 to .60	30

AFT GUILD FACULTY AGREEMENT  
INDEX *NEED TO RENUMBER*

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