**AFT and GCCCD TENTATIVE AGREEMENTS ON ALL ARTICLES**

**2017-2020 AFT NEGOTIATIONS**

**ARTICLE I: RECOGNITIONS, DEFINITIONS, AND MEMBERSHIP**

**1.3. Payroll Deduction**

The District shall deduct monthly dues in accordance with the AFT provided dues structure ~~established by AFT,~~ from the salary of union members ~~and fair share fee payers~~ to be remitted monthly to AFT, subject to the following:

 **~~1.3.2~~**~~. Within thirty (30) calendar days from the date of the commencement of assigned duties in a bargaining unit position, the employee shall be notified by the District of their obligation, if not a member of AFT, to pay a fair share fee.~~

 **~~1.3.3~~**~~. If the employee is not a member of AFT, then commencing with the first payroll cycle, the District shall deduct a fair share fee in an amount which is in conformity with and authorized by law.~~ Changes to the dues structure is limited to one time per fiscal year, and shall be implemented sixty (60) calendar days following written notification from AFT.

**~~1.3.3.1.~~** ~~Any employee who requests and is granted a religious accommodation from the payment of agency fees shall pay, in lieu of a fair share fee, sums equal to such fee to either the San Diego Alliance on Community Involvement, the Center on Policy Initiatives Students for Economic Justice Internship Program, or the Grossmont-Cuyamaca Foundation. AFT shall transmit these funds directly to the charitable organization of choice upon receipt of these fees from the District. A copy of said transmittal shall be sent to the unit member. Employees must apply for this exemption through the AFT.~~

**~~1.3.6~~** ~~It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and un-revoked payroll deduction authorization and, to the extent consistent with law, automatic payroll deduction of fair share fees.~~

**~~1.3.7~~** ~~AFT shall indemnify, defend, and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein~~

**~~1.3.8~~** ~~AFT agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification, or authorization furnished under this Article by AFT.~~

**1.3.9** The District, at no cost to the employee, shall permit payroll deductions as authorized in writing by the employee for all such purposes delineated in Education Code section 87040, in addition to and including deductions for annuities, charities, and professional dues~~, and payment for medical benefits for dependents over age 23 not eligible for coverage under the District plan~~.

**1.4** The District shall notify AFT of all dates and times of new employee orientations, and allow AFT time on the agenda to make a presentation. The District shall also provide a packet prepared by AFT to new unit members containing contact and introductory information about the AFT.

**1.4.1**The District shall provide AFT the name, job title, department, and work location of new unit members within the first 30 days of employment. In addition, during this time, the District shall provide the address, personal cellular telephone number, and personal email address of new unit members on file with the District unless the unit member has requested this information be withheld to preserve personal privacy.

**ARTICLE II: AFT/DISTRICT RELATIONS**

## 2.3 Use of Facilities

### 2.3.1 Unit members may conduct AFT sponsored or approved business during appropriate times. These activities shall not abrogate personal rights, shall be performed in a responsible manner, and shall not interfere with District operations.

### 2.3.2 An authorized AFT representative may request the use of a specific District facility, specifying time, place, and type of AFT sponsored or approved activity to be conducted. The request shall be granted upon verification that the activities and use of facilities will not conflict with prior commitments for the facility, school programs, and/or duties of unit members. Denial by the District of a request shall be in writing and shall include a rationale for the decision.

### 2.3.3 The District shall provide adequate bulletin board space for AFT sponsored or approved communications. AFT shall have the right to use District mail distribution services in accord with the standards detailed in subsection 2.3.1.

### 2.3.6 All faculty shall be provided a District email account, ~~although they cannot be required to use the District email account as their primary email account~~. District emails to faculty will be sent to District email accounts. Faculty are responsible for reviewing District communications to their District email account. Faculty shall be allowed to forward emails from their District account to their personal email account.

2.4.1 The District shall provide ~~2.0~~ 4.0 LED reassigned time per semester to AFT for employee representation business including, but not limited to, the handling of grievances and negotiations.

**ARTICLE IV**: **GOVERNANCE AND PARTICIPATION**

**4.1 Reassigned Time**

 In the collegial governance of the District, faculty play an important leadership role which may sometimes best be facilitated by reassignment from the primary load of 1.0 FTEF. Such assignments shall not be made to assume administrative duties. Faculty serving in a temporary interim or acting administrative assignment shall be compensated according to the terms and conditions of that unit's collective bargaining agreement or handbook, and shall not be considered a member of the faculty bargaining unit for the duration of said interim assignment.

 All activities determined by the District that require reassignment of faculty from the primary load shall be fully described, including expected length of assignment and criteria for evaluation, in accordance with Article V. Responsibilities of Department Chairs and Instructional Program Coordinators are described in Appendix G. ~~Appendices K-11 and K-12.~~ Proposed assignments shall be reviewed by the Reassigned Time Review Committee (RRC) for recommendation to the Chancellor regarding the appropriateness of the proposed assignment to a faculty leadership role.

 **4.1.1 Faculty Reassigned-Time Review Committee (RRC)**

 Load value determinations for reassigned time assignments, other than department chairs and coordinators, shall be based upon procedures agreed upon between AFT and the District. Load values for department chairs and coordinators shall be based upon the ~~formula~~ values specified in Appendix D-1. Determination of the RRC shall be final and not subject to the grievance procedures under this Agreement (Article XVIII).

**4.2 Selection of Department Chairs**

 The term of office for Department Chairs shall be two (2) years and shall be selected as follows:

 **4.2.1** An election shall be held in a Department at the call of the appropriate administrator, on or before April 15 of the last year of the present Chair term of office, for the purpose of nominating one (1) person acceptable to the members of the Department (if acceptable to the department members and the Dean, co-chairs may be elected, only one co-chair needing to be tenured). The election shall be by secret ballot and the results communicated to all department members prior to the ~~conclusion~~ last day of instruction of the spring semester. In cases where there are more than two candidates, and none receives more than 50% of the vote, there shall be a run-off election between the top two candidates.

**4.3.~~1~~2** Instructional Program Coordinators will be selected by the appropriate administrator.

**4.4 Compensation for Department Chairs and Coordinators**

 **4.4.1** See Appendix D-1 for ~~Base~~ Reassigned Time ~~Formulas~~ for ~~Instructional~~ Department Chairs/Coordinators during their contract year ~~and Appendix I-2 for Non-Classroom Chairs/Coordinators~~.

 **4.4.3** Assignments under Department Chair or Program Coordinator duties approved by the appropriate administrator(s) during summer or intersession, shall be compensated at the faculty member’s non-classroom rate of pay, up to the maximum number of hours permitted per department as delineated in Appendix D-1. ~~on the “Non-classroom Activities Performed by Part-time and Full-time” salary schedule, Appendix E, following the formula as provided for in Appendix <tbd>.~~  If any period of time during summer or intersession is a part of the unit member’s normal contractual assignment, this provision shall not apply for that period of time which is a part of the unit member’s normal contractual assignment.

 **4.4.4** Ten-month Department Chairs/Coordinators shall also automatically receive as additional compensation the stipend amount listed in Appendix D-1 payable on June 30th of each fiscal year in recognition of their additional duties and responsibilities while serving as Chair or Coordinator. The stipend shall apply to the department, to be split among co-chairs if applicable as the co-chairs agree.

**4.5 Departmental Program Review**

Semester in which program review is scheduled 0.200 LED Reassigned Time

**4.6 Chairing a Faculty Search Committee**

 Announcement/Recruitment Semester .050 LED Reassigned Time

 Screening Semester .100 LED Reassigned Time

Faculty shall not Chair Classified Search Committees

**ARTICLE V: EVALUATION AND TENURE**

 **5.1.8** Anonymous written comments included in the formal student evaluation instrument shall not be used in determining the final evaluation score. Anonymous student comments are solely intended for the edification of the evaluee and should not be shared in any way with other faculty or management.

**5.1.11.** ~~All evaluees shall be notified as soon as possible during the semester their evaluation is scheduled that they are going to be evaluated, but in no case any later than the end of the third week of~~ ~~their assignment~~. The evaluation process should be considered a formative, not a punitive process, and shall not be used to address issues which should be more appropriately addressed under the disciplinary process of Article XIX.

**5.1.12**. All dates in this Article which reference the “start of the semester” shall refer to the first day of instruction (not including professional development week), and all dates which reference the “end of the semester” shall refer to the last day of instruction (including finals week if one exists) for the assignment in question.

**5.2 Frequency & Timelines**

**5.2.1 Frequency**

Unit Members will be evaluated based on the following schedule:

a) Adjunct and Early Retirement Incentive Faculty Members – First semester of hire, once every six semesters thereafter.

b) Tenure-Track Faculty Members – every fall semester each year for four (4) years.

c) Tenured Faculty Members – once every three years.

 **5.2.2 Off-schedule evaluations**

The appropriate administrator, after discussion with the unit member and Department Chair/Coordinator, may initiate additional evaluations if there is a, documented purpose for them.

 **5.2.3 Student Evaluations and Peer/Manager Observations.** Student evaluations and peer/manager observations may take place beginning the fifth week of instruction and must be completed two weeks before the last day of instruction.For non-instructional faculty, or for short term courses, these evaluations and observations shall commence as deemed appropriate by the evaluation committee.

 **5.2.4 Completion of the Process** A copy of the manager and peer evaluation shall be sent to the evaluee within one week of the evaluation observation. All evaluation procedures and forms shall be completed with the Summary Report submitted to the President via the appropriate Vice President, with a copy to the evaluee, within two (2) weeks of the completion of all observations if possible, and in all cases no later than ten (10) working days after the end of the semester during which the evaluation is administered. Should the manager or peer evaluator fail to complete or sign the evaluation form(s) in the timelines delineated in this Article, the summary report shall be submitted to the Vice-President without the manager or peer’s evaluation and the evaluee’s summary rating shall be weighted accordingly under section 5.4. Failure of the evaluee to meet the timelines delineated in this Article shall not prohibit the evaluation from being finalized without her/his input and placed in the evaluee’s personnel file.

 **5.2.5 Unsatisfactory Evaluation**. In the event that an unsatisfactory evaluation triggers a meeting to develop a written plan specifying the requirements for improvement and follow-up per 5.6.2, 5.7.4, or 5.8.4 as applicable, the meeting shall take place no later than the last day of instruction of the semester during which the evaluation occurred.

**5.3.** **Evaluation Components**

For purposes of evaluation, a "review" is defined as an observation of a teaching situation (laboratory, lecture, online) or other student contact situation (counseling, library orientation, etc.) for at least fifty (50) minutes (in the case of counseling observations, this time may be shortened to forty-five (45) minutes) and an assessment of compliance with the evaluee's responsibilities as stated in the job description and her/his currently assigned duties. Additional reviews by any Committee member may be scheduled.

**5.3.1.1.** For purposes of evaluation, a "peer" is defined as a tenured faculty member who is qualified in the same faculty service area (FSA) as the evaluee. When this requirement cannot be met, then the peer shall be drawn from a related discipline at either college. When the evaluee is being evaluated for an online assignment, the peer evaluator(s) should also have experience in online assignments. In exceptional circumstances when a subject matter expert cannot be found within the District, a peer with the subject matter expertise can be selected from outside of the District upon approval of the ~~College President~~ appropriate manager.

**5.3.2. Management Component.**

The manager’s evaluation may include written, documented evidence from the Department Chair or Program Coordinator of satisfactory or unsatisfactory performance of the evaluee. It may also include input from any other manager with oversight over the evaluee.

**5.3.3.1 Instructional Faculty**

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

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

**5.3.4 Self-Evaluation/Personal Statement by the Evaluee**

The Self-Evaluation/Personal Statement shall be due by the end of the 8th week of the semester ~~six weeks after tenured or part-time faculty have been notified they are being evaluated, and shall be due by the end of the sixth week of the semester for tenure-track faculty members~~.

**5.6.2.15.** ~~By the end of the semester (for Fall evaluations only),~~ tThe Tenure Review Committee shall submit its final summary report to the evaluee, including any written responses from the evaluee, and must recommend to the President that the candidate:

**5.7.1.** T~~enured faculty shall be evaluated at least once (1) every three (3) academic years prior to the end of the Spring semester of the third (3) year following the last evaluation. The appropriate administrator, after discussion with the unit member and Department Chair/Coordinator, may initiate additional evaluations.~~

**5.7.2.2.** The Peer Review of a tenured faculty member shall be: a "review" as defined in subsection 5.3., employing the Evaluation Form appropriate to the position title (see Appendix H). The evaluator will complete an evaluation form, including comments and the individual evaluation summary rating (and recommendations if applicable) ~~no later than three (3) weeks prior to the end of the semester~~.

**5.7.5.2.** An Evaluation Summary Rating of 1.50-3.49 may, and an Evaluation Summary Rating of 1-1.49 shall, initiate a process whereby the evaluators and the evaluee meet and develop a written plan specifying the requirements for improvement of performance and follow-up. ~~This meeting shall take place no later than the end of the semester during which the evaluation occurred.~~ (moved to 5.2.5)

**~~5.7.5.5.~~** ~~All evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President, with a copy to the evaluee, within two (2) weeks of the completion of all observations if possible, and in all cases no later than two (2) weeks prior to the end of the semester during which the evaluation is administered. Should the manager or peer evaluator fail to complete or sign the evaluation form(s) in the timelines delineated in this Article, the summary report shall be submitted to the Vice-President without the manager or peer’s evaluation and the evaluee’s summary rating shall be weighted accordingly under section 5.4. Failure of the evaluee to meet the timelines delineated in this Article shall not prohibit the evaluation from being finalized without her/his input and placed in the evaluee’s personnel file.~~

**~~5.8.1.~~** ~~A part-time faculty unit member shall be evaluated in the first (1) semester of employment and in the first semester of each new assignment. Thereafter, at least once every six (6) semesters of employment (excluding summer and intersessions). The appropriate administrator, in consultation with faculty members and the Department Chair/Coordinator, may initiate additional evaluations.~~

**5.8.5.2.** For part-time faculty members who do not have Priority of Assignment ~~re-employment preference~~:

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

An Evaluation Summary Rating of 3.49 or lower shall result in a written plan for improvement ~~(no later than the end of the semester)~~ by the peer evaluator in consultation with the department chair and evaluee, in addition to the requirement of a follow-up evaluation in the subsequent semester by the same evaluator(s).

**~~5.8.5.5.~~** ~~Evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President, with a copy to the evaluee, department chair, and dean, within two (2) weeks of the completion of all observations if possible, and in all cases no later than two (2) weeks prior to the end of the semester during which the evaluation is administered.~~

**5.9.1.** A temporary restricted contract faculty member shall be evaluated at least once (1) each year for four (4) years. For the first four years, the evaluation shall be administered in accordance with the procedures as specified in section ~~5.4~~ 5.6, with the exception that the evaluee is not eligible for tenure. Thereafter, the temporary contract faculty member shall be evaluated at least every three (3) years. These evaluations shall be administered in accordance with section 5.7, with the exception that the evaluee is not eligible for tenure.

**5.9.2**  By the ~~end~~ last day of instruction of the semester the Review Committee must recommend to the President that the candidate:

**ARTICLE VI: PERSONNEL FILES & PRIVACY**

6.2.5 The opening of a unit member's file by non-personnel office employees will be ~~recorded~~ in accordance with Education Code section 87031. The date, time, and identity of the person(s) and the reasons for opening the file will be noted. This information becomes part of the unit member's personnel file.

6.5 ~~The unit member may request the removal of material in his/her personnel file over four (4) years old, except for those records required by law to be retained for a longer or indefinite period. The Vice-Chancellor of Human Resources shall grant or deny such a request in writing within thirty (30) days of request. If denied, the request and denial shall become part of the personnel file. The denial of the request may be grieved if the unit member believes the basis of the denial is objectively unreasonable. Nothing herein shall deny the unit member from requesting removal of material in his/her personnel file again after a previous request was made and denied, provided the subsequent request is not made less than one year from the date of any prior request. Each subsequent request shall follow the same procedure provided for the initial request.~~ Pursuant to Education Code section 87675 no document contained in the personnel file older than 4 years old may be introduced as evidence in a discipline or dismissal hearing. 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 restricted access folder which shall be retained in the official personnel file. This restricted folder shall not be opened except with prior notice to the faculty member.

**ARTICLE VII: WORKING CONDITIONS**

**7.3. Other Non-Classroom Faculty**

 Other non-classroom faculty are employed for a basic work week of forty (40) hours to include thirty (30) hours of scheduled duties, as assigned by the Dean or appropriate administrator, including but not limited to:

* Conducting Diagnostic Services
* Providing Educational Services
* Participating in Curriculum Development
* Conducting Evaluations
* Participating Program Development
* Performing other duties as detailed in the job description.

 Scheduling shall be done by the appropriate administrator or designee after consultation with the unit member. The remaining 10 hours shall be spent on other duties such as serving on Campus/District committees, serving as a faculty advisor of a student club, or other duties related to the job description found or agreed upon by the Dean or appropriate administrator.

 **7.6.2.** Such an assignment shall be compensated on a part-time basis based on the employee's placement on the Adjunct, Overload and Substitute ~~Part-time Contract Faculty Extra-Pay~~ Salary Schedule.

 **7.6.3.** No regular tenured/tenure-track unit member will be displaced from a teaching assignment that is part of his/her regular load by an MCS assignment. MCS assignments are not eligible for ~~re-employment preference~~ Priority of Assignment.

**~~7.7. WSCH/FTE Operating Levels~~**

~~AFT shall participate in any processes for the determination of WSCH/FTE operating levels. AFT's participation in such processes shall not be construed as a waiver or abrogation of the right of AFT to meet and negotiate with the District over the impacts of any WSCH/FTE operating levels.~~

 **~~7.8.2.1.~~** ~~A Load Committee may be established by agreement as a subcommittee of collective bargaining for the purpose of advising the bargaining agents. The District and the AFT shall agree as to the composition of the committee.~~

**~~7.8.2.1.1.~~** ~~The charge of the Load/LED committee shall be jointly developed by AFT and the District. Committee recommendations will be considered when negotiating any changes to load and/or LED.~~

7.8.2 The LED system is based on a fifteen (15) hour full time load for lecture hours and a ~~twenty (20)~~ seventeen (17) hour full time load for lab hours. All new or modified course LED assignments are to be negotiated. Courses which do not follow this formula are listed in Appendix I. The AFT and the District shall consider the determinations made by the curriculum committees for the purposes of course credit/student hours to be advisory only. The basic formula for LED values is as follows:

Lecture 0.0667/designated hour.

Lab ~~.0500~~ 0.0556/designated hour.

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

**7.9.1.** Program applies to full-time tenured classroom and non-classroom faculty only.

**7.9.2**. A maximum of .40 LED may be banked per semester, up to a maximum of 1.0 LED.

**7.9.3.** A unit member may not bank more than 1.0 LED in total.

**7.9.8.** Any unused banked overload will be paid off at the time of the unit member’s change in bargaining unit, retirement, or separation from District employment, at the overload rate in effect at that time.

**7.11.1.1.** The LCE factor shall be computed based on the course enrollment at the LCE Date as defined above. At no time shall course enrollment exceed the classroom maximum. Unit members must submit their drop rosters before 12:00 midnight ~~by the end of the work day~~ preceding the census date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the LCE.

**7.11.2.** The LCE compensation shall be calculated as follows: LCE factor from 7.11.1.2 times the unit member's classroom $/per .01 LED value (as determined by the step placement of the unit member on the Adjunct, Overload and Substitute Salary Schedule) times the LED value of the course, times one hundred (100). (Example: An enrollment of 55 students as of the LCE Date for a 0.20 LED course with a $175 $/per .01 LED value results in compensation of: 0.2 (LCE Factor from 7.11.1.2) X $175 ($/per .01 LED value) X 0.20 (LED of course) x 100 = $700 LCE Payment.)

7.12.1.1 Unit members must submit their drop rosters before 12:00 midnight ~~by the end of the work day~~ preceding the census date (or as soon as possible thereafter in the event of system outages) to be eligible to receive the load reduction or banking

**7.15.3.**  ~~Full-time positions that open on either campus shall be posted within the District five days (5) prior to the estimated date of outside advertising.~~ Full-time tenured unit members shall have the right to apply for transfer by contacting Human Resources prior to the closing date on the position announcement. ~~to such openings~~. If a unit member's qualifications and experience are acceptable and comply with the requirements for the vacancy, the District may approve such a transfer.

7.16.1 For tenured/tenure-track faculty the academic calendar shall consist of a minimum of 165 teaching days and ~~forty (40)~~ twenty (20) hours per academic year of professional development.

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

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

 The first time (and only the first time) an instructor teaches ~~in any type~~ ~~of~~ an online class, as defined in 7.18.1 ~~environment~~, he/she ~~they~~ will receive additional compensation of 40 hours at her/his ~~their~~ non-classroom rate of pay. .~~the LED value of a one course assignment shall count as double. The compensation rate and total load calculation shall both reflect this additional LED value (For example, a 0.20 LED online course shall count as 0.40 LED for pay, load calculation, and STRS reporting purposes.)~~**.** Eligibility is restricted to ~~faculty~~ unit members who have not previously received additional compensation for their first time teaching online.

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

**8.1.3.**  A faculty member may add any discipline for which he/she is qualified and competent as defined by subsection 8.1.2 by contacting Human Resources and submitting the appropriate documentation. The same process for verifying minimum qualifications or equivalency for faculty is used when the request is made to add any discipline following the criteria established by the Academic Senates.

**8.1.4.** The District shall maintain and update a master list of the disciplines for which each faculty member is qualified. This list will be provided AFT no later than the start of the third week of instruction of the Spring Semester of each year. Each faculty member can view their FSA(s) in Workday. ~~shall receive notification of the FSA(s) for which the District has determined the faculty member qualifies no later than the start of the third week of instruction of the Spring Semester~~ In the event of a layoff or reduction in force, faculty members must have an opportunity to update disciplines for which they meet minimum qualifications or apply for equivalency in other disciplines according to district process. The District shall provide to AFT a printed list of (a) all qualified faculty members and (b) all administrators who have retreat rights as provided under the Education Code.

**8.2.1.5** The District shall notify AFT and the unit member in advance of the scheduled Board action authorizing the proposed layoff in accordance with Education Code section 87740. Said notice shall include the affected unit member's ~~seniority listing, including~~ original hire date, listing of all current FSAs held by the unit member, and a listing of all other faculty including hire dates who possess the same FSAs.

Duplicate Language:

**ARTICLE IX: COMPENSATION AND BENEFITS**

**9.1 Compensation**

9.1.1 Unit members shall be paid in accordance with provisions of the appropriate salary schedule in Appendix A.  ~~(Appendices A through F).~~

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

***Effective January 1, 2019:***

• The Head Coach of each sport shall receive an $8,000 stipend annually.

• The Speech and Debate team coach shall each receive an $8,000 stipend annually.

• Unit members who have an assignment at a physical location other than the main Cuyamaca or Grossmont campus shall have a 10% additive added to their compensation for that off-campus assignment.

• Increase percentage between salary steps 16 and 17 on contract salary schedule to 2.60%.

• Increase percentage between salary steps 17 and 18 on contract salary schedule to 2.60%.

• Department Chair/Coordinator Reassigned Time to increase by 10%.

• Add adjunct/overload salary schedule Class IV, 5% greater than Class III.

• 3% (three percent) across the board increase to all salary schedules and Department Chair/Coordinator June 30 stipend.

• One-time, off-schedule payment equivalent to 20% of total earnings for the period July 1, 2018 through December 31, 2018. Paid in April 30, 2019 payroll run.

***Effective July 1, 2019:***

• Add adjunct/overload salary schedule Class V, 5% greater than Class IV.

• 3% (three percent) across the board increase to all salary schedules and Department Chair/Coordinator June 30 stipend.

• Department Chair/Coordinator Reassigned Time to increase by 10%.

• Increase percentage between salary steps 18 and 19 on contract salary schedule to 2.60%.

• Re-opener on Article IX, Compensation and Benefits, with the intent for any changes to become effective July 1, 2020.

**9.2. Benefits**

 **9.2.3.** Exclusive of long-term disability and life insurance, the District shall pay the premiums for the fringe benefits in force for full-time faculty as detailed in Appendix B for retired tenured unit members, including current eligible retirees who have minimum of ten (10) years of service credit in CalSTRS or CalPERS and have also reached the minimum age required to retire from the state pension plan the retiree is enrolled in (CalSTRS or CalPERS). The District shall discontinue paying health benefit ~~medical and dental~~ premiums for the retiree and eligible dependents effective when the retiree becomes eligible for Medicare. However, at his/her expense a retiree may continue ~~medical and dental~~ the coverage they were enrolled in prior to becoming eligible for Medicare ~~coverage~~, at the premium level prescribed by insurance companies and governmental regulations as a member of the District’s benefits program.

 **9.2.5.** The District and AFT agree to participate on the Grossmont-Cuyamaca District Fringe Benefits Committee. The GCCCD Fringe Benefits Committee makes recommendation to the Collective Bargaining Agents. AFT shall have up to ~~four (4)~~ two (2) representatives on the Benefits Committee.

**9.2.8.** The District shall provide, at no cost to the unit member, parking, parking permits, and activator card, if applicable. Parking permits shall be valid for three years for all faculty. Upon termination unit members shall be required to return their parking permit. Parking facilities, where practical, shall be in close proximity to the unit member's work area. These parking benefits shall be available to retirees. AFT and the District shall work collaboratively to explore ways employees can be encouraged to use public transportation at a discounted rate.

 **9.2.9.** Unit members can take ~~noncredit and~~ credit District offered classes without paying enrollment fees. The District will waive health fees and enrollment fees. All student rep fees and other fees mandated by the state or Governing Board ratification will be collected. Enrollment is to take place no sooner than the last day of registration before classes begin. At such time that the District adopts a change in the current District procedure ~~that requires all District employees to first pay for the course and then be reimbursed,~~ said new procedure will equally apply to AFT unit members. ~~Reimbursement will be paid to the employee no later than ninety (90) days after submission of an approved reimbursement request.~~

* 1. **REGULATIONS GOVERNING INITIAL SALARY PLACEMENT ON SALARY SCHEDULE FOR 10-MONTH AND 11-MONTH TENURE-TRACK EMPLOYEES**
		1. Regulations for Step Placement
			1. Credit for previous academic work experience shall be limited to nine (9) years. Each year of full-time teaching or non-classroom experience as a faculty member in an educational environment shall count for one step on the schedule. Credit will not be given for ~~hourly, part-time~~, practice, or cadet teaching.
				1. "Full-time experience" (or its equivalent) shall mean employment for at least one (1) academic year of full-time work in an educational environment as defined by the former employing educational institution(s). Full-time assignments (equivalent full-time educational experience) with a single employer of 75% or more of an academic year, or multiple employers where the experience totals to 75% or more of an academic year, will be counted as one year of previous academic work experience. Such experience must be that which usually requires meeting Minimum Qualifications per the State Chancellor’s Office.
			2. Normally, one step is allowed for each one year of work experience or military service in any branch of the U.S. Armed Forces directly related to the subjects to be taught by an instructor. Only one step may be allowed for each two years of experience if the experience is only indirectly related to the teaching responsibilities of the individual. Full-time work experience with a single employer of nine months or more will be counted as one year of work experience.
				1. Allied Health ~~(Nursing, Cardiovascular Technology, and Respiratory Therapy)~~ Instructors shall receive two steps for each year of full time clinical work experience, not to exceed Step 10.
			3. Minimum initial placement shall be on the sixth step. Maximum initial placement shall be on the tenth step. ~~New hires employed as~~ Tenured/tenure-track faculty members must serve ~~less than~~ 75% or more of the school year ~~will not~~ to receive credit for subsequent step movement on the salary schedule.
		2. Regulations for Initial Salary Class Placement (see Article XV for subsequent Salary Class Movement).

~~The Board of Governors, in conjunction with the Academic Senate for California Community Colleges, has adopted two lists entitled “Disciplines Requiring the Master's Degree” and “Disciplines in which the Master's Degree is not Generally Expected or Available.” Full-time academic hires are placed on the salary schedule. For 10 month positions, GCCCD has adopted an additional list “For Which Professional Certification is Mandated to Maintain License”~~ Tenure-track faculty are initially placed on the salary schedule according to the following rules:

Units considered for placement on the salary schedule may include all upper division and graduate semester units earned subsequent to the bachelor’s degree. Those lower division semester units earned subsequent to the bachelor’s degree, which make a definite contribution to teaching competence, may also be considered.

All units considered for placement on the schedule must be from an institution accredited by the Western Association of Colleges and Universities or another regional accrediting association and must be recognized by the California State Department of Education and the California Community College Chancellor's Office.

Degrees from a college or university outside of the United States must be evaluated, at the expense of the applicant, by a professional association which is a member of the National Association of Credential Evaluation Services (NACES). The evaluation must be a detailed report including course designations (lower and upper division) in the report. Transcript evaluation is at the expense of the applicant and applicants assume all responsibility for the evaluation services.

One semester unit of college or university work or its equivalent on other academic scheduling such as the Quarter System shall be recognized as the standard unit for determining salary placement.

Employees hired in disciplines which the master's degree is not generally expected may also use any continuing education credit hours which have been completed. One unit of credit will be given for every 15 hours of credit instruction for courses which indicate a significant contribution to the discipline for which hired.

In disciplines requiring the Master's Degree, faculty shall be eligible for initial placement in Class II, III, IV, V, or VI provided the faculty member has completed at least:

a) 20 semester units for Class II;

b) 30 semester units for Class III;

c) 40 semester units for Class IV;

d) 50 semester units for Class V;

e) 60 semester units for Class VI;

in the same discipline (or closely related) of the faculty member’s assignment subsequent to the awarding of the faculty member’s bachelor's degree. Credit received for practice teaching in an individual's teaching field(s) and for education methods courses in his/her teaching field(s) may apply to this requirement.

**9.4 REGULATIONS GOVERNING INITIAL AND SUBSEQUENT SALARY PLACEMENT ON SALARY SCHEDULE FOR PART-TIME ACADEMIC EMPLOYEES**

Upon initial hire, part-time faculty shall be placed on the appropriate salary class which reflects the faculty member’s educational and/or work experience as of the date of hire as defined by the following salary classification rules.

Subsequent salary class movement after the date of hire shall become effective the first of the month following the submission and verification by the personnel office of the relevant official transcripts or work experience verifications.

**Class I:** Applies to non-credit part-time faculty only. Non-credit faculty must meet statewide minimum qualifications as per Title 5 for non-credit programs1 in order to receive an assignment. In cases where the non-credit minimum qualifications for the particular assignment area are identical to those of the credit minimum qualifications for that assignment area, the faculty member shall begin in Class II upon meeting minimum qualifications.

**Class II:** Credit faculty meeting Minimum Qualifications: must meet statewide Minimum Qualifications2 for credit programs in order to receive an assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet minimum qualifications for Class I, plus possession of a master’s degree. The master’s degree and the 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet minimum qualifications for Class I. The work experience must be directly related to the faculty member's assignment.

**Class III:** Credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet minimum qualifications for Class II. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment.

Credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet minimum qualifications for Class II. The work experience must be directly related to the faculty member's assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet the requirements for Class II. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet the requirements for Class II. The work experience must be directly related to the faculty member's assignment.

**Class IV:** Credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet minimum qualifications for Class III. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment. Earned doctorate (Ph.D. or Ed.D., or M.D.) in the same discipline (or closely related) of the faculty member’s assignment.

Credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet minimum qualifications for Class III. The work experience must be directly related to the faculty member's assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet the requirements for Class III. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet the requirements for Class III. The work experience must be directly related to the faculty member's assignment.

***Effective July 1, 2019:***

**Class V:** Credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet minimum qualifications for Class IV. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment. Earned doctorate (Ph.D. or Ed.D., or M.D.) in the same discipline (or closely related) of the faculty member’s assignment.

Credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet minimum qualifications for Class IV. The work experience must be directly related to the faculty member's assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally available as per the statewide Minimum Qualifications handbook2: 15 units of upper division and/or graduate coursework in addition to the coursework needed to meet the requirements for Class IV. The 15 units of upper division or graduate coursework must all be in the same discipline (or closely related) of the faculty member’s assignment.

Non-credit faculty with assignments in disciplines where a master’s degree is generally *not* available as per the statewide Minimum Qualifications handbook2: Two years of full-time work experience in addition to the work experience needed to meet the requirements for Class IV. The work experience must be directly related to the faculty member's assignment.

Footnote 1: Title 5, §53412.

Footnote 2: *Minimum Qualifications for Faculty and Administrators in California Community Colleges* as published by the State Chancellor’s Office.

**ARTICLE X – RETIREMENT**

**10.2 Re-Employment for Retired Tenured Faculty**

~~Following ratification of this Agreement, r~~Retired tenured faculty members who retire after November 1, 2014 and who return to work within the District outside of the Early Retirement Incentive program shall be considered part-time faculty members with no ~~re-employment preference~~ Priority of Assignment rights.

10.3.4 Faculty serving under this provision shall be evaluated as a part-time faculty member following the provisions delineated for part-time faculty with ~~re-employment preference~~ Priority of Assignment under Article 5.8. Termination from this program will follow the provisions for part-time faculty with ~~re-employment preference~~ Priority of Assignment of Article 5.8 as well.

10.3.7 Tenured faculty who retire ~~following the ratification of this Agreement~~ after November 1, 2014 shall have no re-hire preference following either: a) the conclusion of their service in the Early Retirement Incentive program, or b) if they elect not to participate in the Early Retirement Incentive program.

**ARTICLE XI – PART-TIME FACULTY**

**11.1.** The intent of this article is to provide reemployment security for part-time temporary (adjunct) faculty members who meet minimum qualifications in their faculty service area. Those part-time faculty who are either current tenured/tenure-track or retired tenured District employees are not eligible to participate in this priority of assignment program. Scheduling of specific assignments shall be made by the appropriate dean or other manager with assignment authority after consultation with the department chair and the part-time faculty member.

Part-time and extra-pay assignments, as determined by the District, shall be temporary and paid at the appropriate rate established in this Agreement. All part-time faculty assignments are temporary in nature contingent on enrollment, funding, and program changes, and no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or priority of assignment seniority, of the part-time faculty member.

**11.2. Definitions**

 **~~11.2.2.~~** ~~"Service credit" as defined in this Article is earned by having served the full term of an apportionment based assignment. If a part-time faculty member serves for the full term of one or more assignments in the same course, he/she shall earn one unit of service credit in that course as is currently the case. Non-classroom assignments shall earn service credit equal to the number of hours served in the particular non-classroom assignment each semester.~~

~~Service credit will not be allowed in the following cases:~~

1. ~~Assignments and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration pursuant to Education Code section 87470;~~
2. ~~Assignments in Regional Occupational Programs pursuant to Education Code section 87471;~~
3. ~~Service as a faculty intern under Education Code section 87487.~~

 **11.2.2**  ~~"Reemployment preference"~~ “Priority of Assignment” (POA) means the preference for assignments accruing to a part-time faculty member as outlined in the following sections.

 **11.2.3**  “Hire Date” is defined as the first day of paid service the part-time faculty member was hired in the current discipline or non-classroom area of assignment at a specific college without a break in service of 18 months or more.

 **11.2.4**  “Seniority” is based on the “Hire Date” as defined above. Ties in seniority shall be broken by lot.

**11.3. ~~Reemployment Preference~~ Priority of Assignment (POA)**

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

Part-time faculty shall attain ~~are eligible for re-employment preference~~ Priority of Assignment after having completed ~~at least six )~~ ~~seven~~ eight (8)(~~7)~~ semesters of ~~active~~ service (summer and intersession excluded) within a ~~four (4) year~~ ten (10) semester period in a particular discipline at a particular college. Priority of Assignment rights shall automatically begin at the start of the ~~eighth~~ ninth assigned semester. ~~The part-time faculty member must make a request in writing to the dean and chair to initiate her/his re-employment preference, which shall take effect two semesters following said request.~~

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

~~Initially, o~~Once the part-time faculty member ~~first~~ gains ~~overall reemployment preference~~ priority of assignment, he/she has ~~reemployment preference~~ priority of assignment at the LED level which is the average LED load of the current semester he/she is currently carrying in the semester the part-time faculty member ~~requests~~ attains ~~reemployment preference~~ priority of assignment and the one semester (fall or spring) previous. As a result of scheduling constraints, slight variances in the average LED up to a maximum 0.05 LED variance are allowed.

Once a part-time faculty member gains ~~reemployment preference~~ priority of assignment ~~preference~~ status, ~~they are~~ he/she will be offered assignments, in seniority order, based upon hire date ~~is then placed on a reemployment preference list for each~~ from the set of ~~each~~ assignments he/she has been assigned before, even if ~~they have only been~~ assigned that particular assignment just one time, provided the faculty member has not received an unsatisfactory evaluation (3.49 or below) in her/his most recent evaluation for that course or assignment.

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

A part-time faculty member can gain additional LED via their ~~reemployment preference~~ priority of assignment by teaching any additional course section or accepting additional non-classroom assignments that he/she is offered based on vacancies or growth. However, each semester the District may restrict the greater of 10% or 0.20 LED of available part-time faculty assignments in each discipline for the purpose of increasing the diversity of its part-time faculty.

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

Once a part-time faculty member has her/his LED increased, he/she then maintains ~~reemployment preference~~ priority of assignment at that new level of LED, averaged over the current and the prior semester~~s two semesters~~ , up to a maximum of 67%.

 **11.3.1.**  If, during any particular semester, there are more part-time faculty members with ~~reemployment preference~~ priority of assignment in a particular course or assignment, than there are available assignments, the available assignments shall be offered to those part-time faculty members ~~who have the greatest number of service credits~~ based on seniority for that particular course or assignment.

 **11.3.2.**  If a part-time faculty member has ~~reemployment preference~~ priority of assignment in more than one course, the assignment decision shall be made by the appropriate administrator after consultation with the faculty member either directly or via the department chair. If good-faith efforts to contact the faculty member prove unsuccessful, the administrator may make such assignment without prior consultation.

 **~~11.3.3.~~**  ~~Should there be more than one part-time faculty member with the same number of service credits for a particular course or assignment, and there are not enough assignments available to accommodate the LED load of each part-time faculty member, the assignment shall be made at the discretion of the department chair/coordinator and approved by the division Dean or other appropriate manager.~~

 **11.3.5.**  The District shall give each part-time faculty member with ~~reemployment preference~~ priority of assignment the opportunity to state his or her availability and assignment preference in writing. The District shall consider this information in preparing assignments.

**11.3.6** If an assignment is canceled, said cancelation shall be communicated to the part-time faculty member, both orally and via email, within two working days of the cancelation.

~~a)~~ Part-time faculty shall be compensated for any class sessions taught and flex obligations completed prior to the cancellation.

Tenured faculty who retire after November 1, 2014 ~~following the ratification of this Agreement~~ shall have no ~~reemployment preference~~ priority of assignment following either: a) the conclusion of their service in the Early Retirement Incentive program, or b) if they elect not to participate in the Early Retirement Incentive program. Tenured faculty who had retired prior to ~~the ratification date of this Agreement~~ November 1, 2014 shall maintain their ~~reemployment preference~~ priority of assignment status for one assignment.

**11.4. Shared Governance Committee Service ~~Salary and Status~~**

~~Part-time and extra-pay assignments, as determined by the District, shall be temporary and paid at the appropriate rate established in this Agreement. All part-time faculty assignments are temporary in nature contingent on enrollment, funding, and program changes, and no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or reemployment preference priority of assignment seniority, of the part-time faculty member.~~

Part-time faculty who are approved either by a college administrator or academic senate president to perform shared governance committee service shall be compensated for such service at a rate equal to Step one (1), Class two (2) of the ~~Non-Classroom Activities Performed by Part-Time Staff~~ Adjunct, Overload, and Substitute salary schedule. Faculty must present documentation of the committee assignment. Hours must be recorded on an hourly timesheet and submitted through the appropriate dean’s office in accordance with the district monthly payroll timeline.

**11.5. Reductions in ~~Re-Employment Preference~~ Priority of Assignment**

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

 **11.5.1.3.** The faculty member submits a written request to the Dean or other manager with direct hiring authority ~~45 calendar days before the beginning of the semester~~ stating that she/he is unable to accept an assignment during the upcoming semester but that she/he wants to maintain her/his ~~reemployment preference~~ priority of assignment. If such a request is approved by the Dean, said approval may be given no more than two consecutive semesters every 5 years unless a written exception is made by the Vice-President.

 **11.5.1.4.** The part-time faculty member declines to accept an assignment due to accepting an offer of assignment in an area where he/she has earned ~~reemployment preference~~ priority of assignment or service credit at the other college or in another department or program in the District.

**11.5.1.6** If the part-time faculty member has not been an active employee in the District for a period of eighteen (18) months or longer he/she shall no longer be considered an employee of the District and shall lose all POA rights.

**11.5.2.** The ~~reemployment preference~~ priority of assignment of a part-time faculty member may be suspended or terminated if he/she does not, as evidenced by formal evaluation, meet the standards of performance or academic excellence that are required of faculty in the District. (See subsection ~~5.8.5.2~~ 5.8.4.2 of this Agreement.)

**11.7. Retirement Program**

The District and AFT agree that the Fringe Benefits Consortium ARS-3121 Plan will be provided as an alternative retirement plan for all part-time employees who are not members of CalSTRS or CalPERS effective January 1, 2014. (See Appendix B) Further, it is agreed that the 7.5 percent required contribution shall be divided equally (i.e., 3.75 percent) between the District and the employee.

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

In order to qualify for the guaranteed interview the part-time faculty member must hold an active assignment in the discipline at the same college where the position is being advertised, ~~have received positive~~ must have received a score of 3.50 or above on her/his most recent evaluation ~~(3.50 or above)~~, and must meet the minimum qualifications for the position.

**11.10. Paid Office Hours**

*This will be a pilot program which, absent written agreement between the parties, shall sunset on the expiration date of this Agreement.*

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 (Appendix ??) 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. The location of the office hours must be convenient to the students being served, and are subject to approval of the appropriate manager.
2. A separate form must be submitted for each division/college where the faculty member has an assignment.
3. The program does not apply to contract overload or ERI faculty.
4. All payments will be made in the last pay period of the semester at the rate of $30/hour.
5. This program will not require the creation of additional office space.
6. Hours available per LED:

SEMESTER LED MAXIMUM NUMBER OF

OFFICE HOURS

(per semester from all GCCCD assignments combined)

|  |  |
| --- | --- |
| .01 to .10 | 5 |
| .11 to .20 | 10 |
| .21 to .30 | 15 |
| .31 to .40 | 20 |
| .41 to .50 | 25 |
| .51 to .60 | 30 |
| .61 to .67 | 33.5 |

**ARTICLE XII – SUMMER AND INTERSESSION**

**12.1. Summer and Intersession**

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

1) Each tenured/tenure-track faculty member shall be offered no more than the greater of .35 LED or one course section in her/his contract discipline, subject to the approval of the Dean;

2) Each adjunct faculty member with ~~reemployment preference~~ priority of assignment shall be offered not more than the greater of .35 LED or one course section (in seniority order) from among the available assignments in which he/she has ~~reemployment preference~~ priority of assignment, subject to approval of the Dean. Assignments *may* also be offered in the same discipline for which he/she has earned ~~reemployment preference~~ priority of assignment, but not gained ~~reemployment preference~~ priority of assignment for that particular assignment, provided the faculty member is qualified for the non ~~reemployment preference~~ priority of assignment assignment as determined by the department chair/coordinator in consultation with the appropriate manager;

3) Each tenured/tenure-track faculty member shall be offered a second assignment in her/his contract discipline subject to approval of the Dean;

4) Each adjunct faculty member with ~~reemployment preference~~ priority of assignment shall be offered a second assignment (in seniority order) from among the available assignments in which he/she has ~~reemployment preference~~ priority of assignment, subject to approval of the Dean. Assignments *may* also be offered in the same discipline for which he/she has earned ~~reemployment preference~~ priority of assignment, but not gained ~~reemployment preference~~ priority of assignment for that particular assignment, provided the faculty member is qualified for the non ~~reemployment preference~~ priority of assignment assignment as determined by the department chair/coordinator in consultation with the appropriate manager;

**ARTICLE XIII – LEAVES OF ABSENCE**

13.1.8 Unit members shall be entitled to eighty (80) hours of paid leave for continuous maternity leave. Subsequent to the eighty (80) hours of paid leave, unit members shall be eligible to utilize accrued sick leave up to a maximum amount of maternity leave of six (6) weeks ~~of accrued sick leave for continuous maternity leave~~ (eight [8] weeks for C-Section deliveries). At the expiration of accrued sick leave, the unit member may be eligible for sick leave donations from AFT as per Article 13.2. A leave of absence form must be submitted for the period of the leave. Prior to returning to work the provisions of 13.1.4 shall be followed.

13.1.9 Paid Parental Leave

Leave for unit members after delivery of baby or placement of adopted or foster child.

Conditions

Leave for unit members to bond with baby or placement of adopted or foster child. Does not run concurrently with PDL. Does run concurrently with CFRA. Leave under Parental Leave must conclude within the first year of baby’s birth or placement. An employee shall not be provided more than one 12-week period of paid parental leave during any 12 month period. Unit members on Parental Leave can use accrued sick leave until exhausted and then use half salary sick leave up to an accumulated total of 12 workweeks. Parental Leave can run subsequent to the termination of PDL and then concurrently with CFRA for baby bonding.

Eligibility

Unit members must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

Notice

Unit members wishing to take Parental 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 Parental 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.

Duration

The duration of Parental Leave shall not exceed twelve (12) weeks. This leave can be taken in increments.

**13.2. Sick Leave Donation**

i. Adjunct faculty members who remain on sick leave from the end of one semester through the start of a subsequent semester’s assignment shall be able to continue in paid status at the LED level of their usual assignment until the exhaustion of their accrued sick leave. Any sick leave donations which may have been granted shall be in addition to this leave.

**13.8 Judicial Leave**

**13.8.1.** Unit members shall be provided leave for jury duty or to appear as a witness in court other than as a litigant. Upon knowledge of necessity for the leave, a written request, accompanied by the official order to appear, shall be submitted to the appropriate administrator ten (10) days prior to its commencement date except where the notice to appear is received less than ten (10) days from the required date.

**13.8.2.** 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 appropriate administrator within five (5) business days of returning to work.

**13.9. Legislative Leave**

 **13.9.1.**  A tenured/tenure-track unit member elected to the Legislature shall be granted an unpaid leave (following the provisions of Education Code section 87701) ~~of absence up to a maximum of four (4) years~~, and her/hisDistrict provided benefits shall terminate while on said leave.

**~~13.9.2.~~** ~~During the term of leave, the unit member may be employed by the District less than full-time as an adjunct faculty member.~~

**~~13.9.3.~~**  ~~Within six (6) months after the termination of legislative service, the unit member shall have the right to return to their former position.~~

**13.14 Coaching Leave**

Upon request of the unit member, a unit member who has been a coach for five (5) consecutive years shall be granted a temporary reassignment from their coaching assignment for a maximum of one year.

Coaching leave is contingent upon a qualified full-time or part-time employee being available to meet the coaching assignment needs. The unit member’s request for the leave shall be submitted prior to March 15 of the year preceding the proposed leave.

Coaching leave shall be restricted to a maximum of 25 percent of the coaching staff at each college.

**ARTICLE XIV: SABBATICAL LEAVE**

**14.3.2.2** The applicant shall agree to a minimum term of service of twice the sabbatical leave period after the completion of the leave. For example, a one- year leave must be followed by at least two years of service, and a one-semester leave must be followed by at least two semesters of service.

**14.5.1** Prior to submission, individuals are encouraged to meet with their appropriate manager. Individuals who are applying for their first sabbatical leave are required to attend an orientation workshop given by AFT and the Academic Senates. Other sabbatical leave applicants may also attend these workshops at their discretion.

**14.7.1** The Chair of the Sabbatical Leave Committee shall notify the AFT, the Chancellor, the College Presidents, and the appropriate manager of each applicant, and all applicants in writing of its selections with accompanying rationale, ten (10) days prior to the first February meeting of the Governing Board.

**14.8.2** ~~Individuals~~ In addition to the written report, sabbatical leave recipients shall ~~are encouraged to make oral~~ present~~ations~~ ~~describing~~ their sabbatical leave project~~s~~, to the Sabbatical Leave Committee, during a Professional Development Week workshop, or to the Governing Board upon invitation by the Chancellor.

**14.8.3** Successful completion of the sabbatical requirements is required pursuant to the bond authorized in accordance with Section 14.3.2.3 and Education Code section 87770. The bond shall be exonerated in event the failure of the employee to return and render the agreed upon period of service is caused by the death or physical or mental disability of the employee.

A unit 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 14.8.1 shall reimburse the District in the amount due for the portion of the unfulfilled obligation no later than 120 days after completion of the sabbatical period. (Moved to 14.3.3)

**14.8.4 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.

# **ARTICLE XV: PROFESSIONAL GROWTH ACTIVITIES & INTELLECTUAL PROPERTY RIGHTS**

* 1. **Professional Growth Activities**
		1. Activities to count toward professional development and advancement shall be earned through academic course work or other approved professional growth activities.
	2. **Academic Course Work for Tenured/Tenure-Track Faculty Only**

Course work for professional growth may be within the contract discipline (depth) or outside of the contract discipline (breadth). “Contract discipline” shall be defined as the unit member’s approved faculty service area(s). Course work which may be considered as professional improvement to be used for salary advancement credit shall be subject to the following:

* + 1. All course work must be completed at an institution accredited by the Western Association of Colleges and Universities or another regional accrediting association and must be recognized by the California State Department of Education and the California Community College Chancellor's Office.
		2. **Course Work *Outside* of the Contract Discipline (Breadth)**

Course work outside of the contract discipline must be at the upper division or graduate level.

Lower division courses which contribute to the unit member’s professional development for employment within the District may be taken with prior approval of the appropriate administrator and next senior level administrator. ~~Course work for professional growth should be at the upper division or graduate level and may be at the lower division level upon approval of the appropriate Dean/Director and next senior level administrator.~~

* + 1. **Course Work *Within* the Contract Discipline (Depth)**

Course work within the contract discipline must be at the upper division or graduate level.

In order to advance from one salary class to the next, a minimum of ten semester units must be utilized from this section.

* + 1. ~~Additional criteria are detailed in Appendix J.~~
	1. **Other Professional Growth Activities for Tenured/Tenure-Track Faculty Only**

The activities detailed below qualify the faculty for salary advancement. These activities are intended to provide an opportunity for faculty to qualify for salary advancement under the professional improvement program by participating in alternative educational activities. The activities detailed below shall contribute to the unit member’s professional development for employment within the District and require pre-approval by the appropriate ~~Dean/Director~~ administrator and next senior level administrator. ~~Each Division Dean/Director shall establish a committee of Division members to make recommendations regarding which activities satisfy these criteria~~.

* + 1. Thirty (30) hours of participation in approved clinics, conferences, workshops, and seminars shall have the value of one (1) unit.
		2. Each two (2) weeks of approved full-time work experience shall have the value of one (1) unit. Full-time work experience shall not include teaching at other educational institutions or any work done for GCCCD.
		3. If a~~n~~ professional growth activity appears to duplicate a previous activity, ~~such as similar work experience~~, only the initial activity will be eligible for salary advancement credit.
	1. **Intellectual Property Rights**

15.4.1 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.

15.4.2 Definitions as Used in this Article

15.4.2.1 "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, online resources, 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.

15.4.2.2 "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 GCCCD, 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.**

15.4.3 Works Covered

15.4.3.1 *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.

15.4.3.2 *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 15.4.4.2 a. below, and the District is not authorized to use such works under paragraph 15.4.5.1 b. below.

15.4.4 Copyright Ownership

15.4.4.1 *Ownership by Faculty Members*

a. 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 15.4.4.2 a. below.

b. 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.

15.4.4.2 *Ownership by District*. The District will own the copyright to works under the following circumstances:

a. *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.

b. *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.

15.4.4.3 *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.

15.4.4.4 *Process for Documenting District Ownership and Faculty Member's Option*

a. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.”

b. 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 paragraph H 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.

c. 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 $\_\_\_\_\_\_\_\_\_\_\_\_\_."

d. 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.

e. AFT shall receive a copy of any such agreements reached as described above.

15.4.5 Permitted Uses

15.4.5.1 *Use of Work when Copyright is Owned by Faculty Member*

a. *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 15.4.5.1 b. below), without any further authorization from the District.

b. *Uses by District and College*. 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 and its Colleges may do these things themselves, but neither the District nor its Colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

15.4.5.2 *Use of Work when Copyright is Owned by District*

a. *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 15.4.5.2 b. below), without any further authorization from the faculty members who created those works.

b. *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 Districtin 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.

15.4.5.3 *Use of Names of Faculty Members, District and Colleges*

a. *District's and College'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.

b. *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.

15.4.6 Responsibilities

15.4.6.1 *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.

15.4.6.2 *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.

15.4.6.3 *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.

15.4.7 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.

15.4.8 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article XVIII, 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 16: ~~CONFERENCE ATTENDANCE~~ DISTRICT APPROVED TRAVEL**

* 1. **Procedure for ~~Leave~~ Off Campus Activity**

The District may grant a leave of absence with pay for ~~conference attendance~~ District related travel. ~~Approval shall be based upon~~ Approval and travel expense shall be reimbursed per the District travel policy and procedures in effect as of September 1, 2017 which can be viewed here (hyperlink) ~~the criteria of the District Travel Policy and Procedures in effect as of July 1, 2011 and are appended here as Appendix J.~~

* 1. **~~Modes of Travel~~**

 **~~16.2.1.~~**  ~~Public transportation services shall be employed where feasible. Air travel shall be by coach class. Other air class seating shall be approved by the College President or designee. When a unit member is authorized to travel by private automobile, reimbursement shall be at the maximum rate allowed by the U.S. Internal Revenue Service, but shall not exceed the cost of coach airfare. Where two or more unit members travel together by private automobile, only the party furnishing the transportation shall be paid the mileage rate.~~

 **~~16.2.2.~~** ~~Upon the written approval of the Chancellor or designee, an individual may use a District car for travel. There shall be no transportation reimbursement, exclusive of emergency repairs or necessary vehicle service.~~

**~~16.3~~****~~Expense Claims~~**

~~Reimbursement requests for expenses shall be filed on the standard claim form. The requests shall be certified by the appropriate administrator and approved by the Governing Board for reimbursement.~~

**ARTICLE XVII: SAFETY**

**17.1.** **Unsafe Working Conditions**

 Any on-the-job condition(s) considered to be unsafe or potentially unsafe or with regard to classroom noise, ventilation, heating, cooling, water leakage, and other similar problems shall ~~by a unit member should~~ be reported immediately to their Dean/Director and/or the Human Resources Office. ~~Federal Office of Safety and Health Administration (OSHA) standards for temperature, regardless of business size, for indoor workplaces is the range of 68 to 76 degrees Fahrenheit.~~ If the District determines that the facility and/or equipment poses a serious threat to the health or safety of the unit member, alternative working conditions shall be provided. The unit member may file a claim with CAL OSHA at any time.

**17.2.5.** All classroom doors shall be equipped with either an electronic lock or dual lock locking mechanism allowing the door to be locked from the inside to keep students and faculty safe in the event of a physical threat of violence no later than September 1, 2021. All new construction and renovations shall conform to these standards as new and renovated buildings come on line subsequent to the ratification date of this Agreement, per the recommendations from the District Public Safety & Emergency Preparedness Council.

**17.3** Discipline of Students

 **17.3.1** Unit members may make a referral to the ~~College’s Threat Assessment and B~~ behavioral ~~I~~ intervention ~~T~~ team ~~(TABI)~~ if a student behaves in a manner in which the unit member considers potentially threatening. The ~~TABI~~ Action Guide concerning referrals may be obtained from the Student Affairs Office.

**17.4 Campus Safety**

**17.4.1** The District will make reasonable efforts through the development of a system and allocation of adequate resources to ensure that the goal for emergency response to any request for help on district property will be less than 10 minutes.

**17.4.2** Standardized, consistent, and accessible infrastructure needs to be installed and maintained in working order in every building and every classroom to provide convenient access from the instructor’s teaching area to initiate an emergency response.

**17.4.3** Training for all new faculty and staff on how to use the system shall be an included component of training materials provided during the on-boarding process. Any future changes to the system will be accompanied by appropriate training for all existing and new faculty and staff.

**17.4.4** There will be a two tiered system for emergency response:

The first tier is to call “911-Emergency” where law enforcement and/or medical/fire personnel are needed.

The second tier refers to situations relating to student removals that necessitate the need for a security response to assist in the student removal. In these cases the faculty member shall contact the Sheriff department’s non-emergency line.

**17.4.5** In addition to the above resources, the District will develop a means to communicate broadly across each campus in addition to cell-phone texts or calls (via a system such as an intercom or PA) in the event that an emergency is occurring that would warrant regional or campus-wide response (such as an earthquake, fire, active shooter, etc). Such a system will be designed to be heard at all areas of campus, and will be able to be initiated quickly.

**17.4.6** Such resources (as stated above) will be made available any time the campus is open.

**ARTICLE XXI – NOT-FOR-CREDIT INSTRUCTORS**

Any terms and conditions of employment for not-for-credit instructors which would fall under the above Articles shall continue under the status-quo which were in effect as of November 1, 2014 ~~as of the date of ratification of this Agreement~~.

**ARTICLE XXII – DURATION AND CONDITIONS**

22.3 For the duration of this Agreement, the AFT and the District shall not be obligated to meet and negotiate with respect to any subject or matter, ~~except Intellectual Property Rights, Evaluation Forms~~ with the exception of re-openers on Article IX, Compensation and Benefits, effective July 1, 2019 with the intent of implementing any changes no later than July 1, 2020 and those other Articles within this Agreement which specifically call for meeting and negotiating. Upon mutual written agreement, the parties may reopen additional articles for negotiations.

22.4 The parties agree to amend this Agreement as necessary to implement the economic provisions of the Resource Allocation Formula, if one exists. All subsequent economic improvements will be paid from the AFT’s share of the Resource Allocation Formula if one exists. If a subsequent Resource Allocation Formula is negotiated, it shall be incorporated into and be considered a part of this Agreement

22.6 The duration of this Agreement shall be from ~~November 1, 2014 through June 30, 2017~~ January 1, 2019 through June 30, 2021.