

South Orange County Community College District



**ACADEMIC EMPLOYEE  
MASTER AGREEMENT  
2011-2014**

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## **ARTICLE I AGREEMENT**

- I.** The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the South Orange County Community College District (“District”) and the South Orange County Community College District Faculty Association, an affiliate of CTA/NEA (“Association” or “SOCCCDFA”), an employee organization.
- II.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (EERA).
- III.** This Agreement shall remain in full force and effect from July 1, 2011 until June 30, 2014.

**ARTICLE II**  
**EFFECT OF AGREEMENT**

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

## **ARTICLE III SEVERABILITY**

### **I. General Provisions**

#### **A. Savings Clause**

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

#### **B. Replacement for Severed Provision**

In the event of suspension or invalidation of any article or section of the Agreement, the District and the Association will meet within thirty (30) days after such determination for the purpose of arriving at satisfactory replacement for such article or section.

## **ARTICLE IV DEFINITIONS**

### **ACADEMIC YEAR**

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

### **ACADEMIC CALENDAR**

The published academic calendar developed by the Academic Calendar Committee. The Academic Calendar specifies when classes are in session, Flex/in-service/staff development days, holidays and final exam periods.

### **ADMINISTRATION**

The College or District employees who are declared management employees by the Board of Trustees.

### **AGREEMENT (MASTER)**

The negotiated contract between the District and the Association.

### **ASSOCIATION**

South Orange County Community College District Faculty Association.

### **BOARD POLICY**

A policy approved by the Board of Trustees.

### **CHANCELLOR**

South Orange Community College District chancellor.

### **CLOCK HOUR**

Sixty (60) minutes.

### **COLLEGE**

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

### **COLLEGE SERVICE**

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

### **COMMITTEE**

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

### **CONTACT HOUR**

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

### **DAILY RATE OF PAY**

The annual contract salary divided by the number of duty days of the individual faculty member under the contract.

DAY

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

DEAN

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

DEPARTMENT CHAIR

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

DISTANCE EDUCATION (DE)

Instruction in which the instructor and student are separated by a distance so that they interact primarily through the assistance of communication technology. A DE course/section or session is defined as the use of technology utilized 51 percent or more of the time to deliver instruction during the course term.

DISTRICT

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

DUTY DAYS

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

EDUCATION CODE (ED. CODE)

The California Education Code.

EERA

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

EXTRA DUTY DAYS

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

FACULTY

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

FACULTY MEMBER

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

#### FLEX ACTIVITIES

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

#### FULL-TIME

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

#### GRIEVANCE

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

#### GRIEVANT

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

#### IMMEDIATE FAMILY

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

#### IMMEDIATE SUPERVISOR

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

#### INSTRUCTOR

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

#### LECTURE HOUR EQUIVALENT (LHE)

A unit of measure used to establish each full-time faculty member's annual contractual workload.

#### OSH

A unit of measure ("One Semester Hour") used to establish a full-time faculty member's overload assignment and rate of pay, and the assigned workload and rate of pay for part-time faculty, and all Summer Session assignments and rate of pay. One (1) OSH equals 16.6 assigned hours.

#### OSH RATE (OF PAY)

The rate of compensation for OSH as indicated in the Regular Term Hourly Schedule and the Summer School Hourly Schedule of the Academic Hourly schedule (Appendix A).

#### PART-TIME

A faculty member employed by the District who works less than a full-time workload.



PRESIDENT

College president for each campus in the District.

SALARY SCHEDULE

The Academic Salary Schedule, the Regular Term Hourly Schedule, and Summer School Hourly Schedule, as set forth in Appendix A.

SOCCCD

South Orange County Community College District.

STRS

State Teachers Retirement System

TRC – TENURE REVIEW COMMITTEE

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

VICE CHANCELLOR

The Vice Chancellor of Technology and Learning Services, or the Vice Chancellor of Human Resources of the SOCCCD.

VICE PRESIDENT

The Vice President for Instruction<sup>1</sup> or Vice President for Student Services for each campus in the District.

WORKLOAD

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

WORKSITE

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

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<sup>1</sup> Modified by MOU, November 23, 2011.

## **ARTICLE V RECOGNITION**

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

## **ARTICLE VI ASSOCIATION RIGHTS**

### **I. General Provisions**

- A.** The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to computers, duplicating equipment, calculators, telephone/fax, and audiovisual equipment.
- B.** The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
- C.** The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
- D.** Duly-authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
- E.** Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association within approximately thirty (30) days of the first day of each recognized academic term, i.e., fall and spring semester, unless release of specific information is disallowed by particular faculty.
- F.** The District and the college administration shall consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to items determined to be in the scope of representation under the EERA.
- G.** Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those faculty members receiving reassigned time shall be mutually arranged by the faculty members, the supervising College administrators and the District so as to minimize disruption to the educational process and with the intent of allocating reasonable periods of time for negotiations and the conducting of Association business. The following apply:
  - 1. The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1<sup>st</sup> for the fall semester and October 1<sup>st</sup> for the spring semester.
  - 2. The Association will receive thirty-six (36) LHE, or in years when the parties are in formal negotiations to establish a new collective bargaining agreement, forty-eight (48) LHE, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s).

3. The Association will have the right to purchase up to twelve (12) additional LHE from the District, to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s), at the rate of one (1) OSH for one (1) LHE of reassignment.
  4. Two (2) additional OSH will be added for summer use only:
    - a. One (1) OSH for the President;
    - b. One (1) OSH for the Chief Negotiator.
- H.** Association officers or their designee(s) may be granted up to three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to be used for local, state, or national conferences, or for conducting other business pertinent to the Association's affairs. These representatives shall be excused from their duties upon a minimum of a two (2) days advance notice to the college president by the Association President or designee.

## **ARTICLE VII MANAGEMENT RIGHTS**

Except as limited by the specific and express terms of the EERA and/or this Agreement, the Board hereby retains and reserves unto itself all rights, powers, authority, duties, and responsibilities conferred upon or vested in it by law. The parties agree that all customary and usual rights, powers, functions, and authority possessed by management are vested in the Administration, and the Administration shall continue to exercise such rights, powers, functions, and authority during the period of this Agreement.

## **ARTICLE VIII NEGOTIATION PROCEDURES**

### **I. General Provisions**

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

## **ARTICLE IX UNIT STABILITY**

- I.** Should any new positions be established during the terms of this Agreement, the placement of those positions in or out of the bargaining unit shall be determined according to Article V. If not covered in Article V, placement shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new position, it shall be submitted to PERB.
- II.** Except as set forth below, no position or job title filled by a faculty member, or the duties and responsibilities delineated in the job announcement for which the faculty member was hired, shall be altered during the term of the agreement without mutual agreement between the District and the Association unless that position or job title has been permanently vacated. A faculty member's duties and responsibilities delineated in the job announcement for which the faculty member was hired may be modified by the District while the faculty member is in his/her position if the change is necessary to provide the faculty member with a full load which is within the faculty member's minimum qualifications.
- III.** When the District determines that a vacancy within the bargaining unit shall be filled, the Association shall be notified within ten (10) days of the District's determination. Said vacancies shall be posted for a minimum of ten (10) days prior to being filled. Vacancies in full-time positions which occur during the term of this agreement will be filled by full-time faculty members to meet the base annual full-time faculty obligation number as determined by the Office of the Chancellor of California Community Colleges (California Community College System Office).

## ARTICLE X ORGANIZATIONAL SECURITY

### I. General Provisions

**A.** The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.

**B.** Membership in the Association is not compulsory. Except as provided elsewhere in this Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, on or before the sixtieth (60<sup>th</sup>) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, shall elect one of the following:

1. Become a member of the Association; or
2. Not become a member but pay a service fee:

Non-members of the Association may pay to the Association, during the term of this Agreement, a service fee in the amount equal to the Association's annual dues for representing such employees. Such amount shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.

3. Neither become a member nor pay a service fee.

**C.** The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.

**D.** Exceptions to Section B above shall be:

1. Part-time Faculty Association members electing Option B1 or B2 shall pay a prorated service fee in the same ratio as their part-time service bears to full-time service.
2. Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months (September through June) and the number of months remaining in the school year. A month shall be determined if more than 51 percent of the teaching days in that month remain after the faculty member commences employment.

**E.** A faculty member shall be responsible to the Association for a full year's payment from the date of election when electing to pay Association dues or a service fee.



- F.** A faculty member may execute a District Authorization form to the District for deductions from his/her pay for the purpose of paying Association fees or dues. Such deductions must be voluntary, and the faculty member may revoke such authorization at any time. The deductions permitted under the authorization shall be:
1. **Association member:** The annual dues of the local Association, including state and national organizations, but excluding all other charges, including fines and assessments.
  2. **Non-members:** A certified amount of the cost as verified in Section B2 above.
  3. Such deductions shall be made only upon submission of the District form to a designated representative of the District duly completed and executed by the faculty member.
    - a. Deductions shall be made in equal installments on each pay day after receipt of authorization.
    - b. By the fifteenth (15<sup>th</sup>) day of each succeeding month, the District shall transmit the monies to the Association.
- G.** The Association shall hold the District harmless on account of any monies deducted and remitted to the Association pursuant to this section.
- H.** As a condition of the effectiveness of this Article, the Association agrees to defend, indemnify and hold harmless the District, Board of Trustees, each individual member of the Board of Trustees, and all administrators in the District, harmless against any and all claims, demands, costs, lawsuits, judgments, or other forms of liability, and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article.

## **ARTICLE XI PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

### **I. General Provisions**

- A.** Any faculty member who is a member of the Association or who has applied for membership may sign and deliver to the District Payroll Office an appropriate written authorization requesting deduction of unified Chapter/CTA/NEA dues. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months beginning with the first regular salary check of the academic year.
- B.** Faculty members who sign such an authorization after the commencement of the academic year shall have their dues prorated for the remainder of that academic year.
- C.** With respect to all sums deducted by the District pursuant to authorization by the employee, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the member's pay warrant, such monies to the Association's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made.
- D.** The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- E.** Upon receiving appropriate written authorization from the faculty member, the District shall deduct appropriate amounts from the salary of the faculty member and make appropriate remittance to annuities, credit union accounts, savings bonds, or any other plans or programs approved by the Association and the District.

## **ARTICLE XII BOARD POLICIES**

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

**ARTICLE XIII**  
**REOPENER CLAUSE**

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

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

### **I. Right of Assignment**

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

### **II. Contract Year**

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

### **III. Hours of Service**

Full-time faculty members are expected to work no less than thirty-six (36) hours per week for their 30 LHE yearly assignment. A typical semester workload shall be comprised of:

#### **A. Lecture Assignment:**

- 1. Fifteen (15) hours per week of classroom or equivalent instruction.
- 2. Fifteen (15) hours per week for grading, record keeping, student advising, appointments, classroom preparation, and other professional duties as assigned.
- 3. Five (5) office hours per week during each week of the semester, including finals' week.
- 4. One (1) hour per week of committee and/or college service.

#### **B. Non-Lecture Assignment:**

- 1. Thirty (30) hours per week, including finals week, of direct student contact, outreach, and program specific assignments.
- 2. Five (5) office hours per week.
- 3. One (1) hour per week of committee and/or college service.

### **IV. Professional Duties within the Hours of Service**

#### **A. Each faculty member shall:**

- 1. Comply with their individual workload assignments.
- 2. Take responsibility for curriculum and program development, updates, and technical/program reviews.

3. Read, respond to, evaluate all student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.
4. Respond to student academic concerns.
5. Report all personal absences to the Dean.
6. Participate in program review and college accreditation processes as appropriate.
7. Complete his or her Flex obligation, calculated at 4.2 hours per Flex day as designated in the Academic Calendar.

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

1. Both Fall and Spring District-wide Opening Sessions convened by the Chancellor.
2. Both Fall and Spring opening sessions convened by the College President.
3. Regularly scheduled departmental, division, school meetings convened by the Dean.
4. Professional development activities offered throughout the Flex calendar.
5. Commencement.

## **ARTICLE XV WORKLOAD**

### **I. Workload**

#### **A. General Provisions**

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

### **II. Instructional activities**

#### **A. Lecture**

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

#### **B. Laboratory**

Instructional activity complementary to a lecture course and delivered separately from the lecture course, in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis. Laboratory assignments are characterized by the need for preparatory time for the faculty member and issuance of a grade for work completed in the laboratory by the student. The grading criteria should be outlined in the Course Outline of Record and Syllabus providing some weight to the final grade. Both preparatory time and the issuance of a grade are part of laboratory instructional activities.

#### **C. Learning Centers/Tutorial**

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

#### **D. Library, Counseling Services, and Learning Disability Specialists**

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

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

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

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

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

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Chemistry, Biology, Physics		
Geology and Nursing Laboratory	1	1
Introduction to Ecology	1	1
Introduction to Oceanography	1	1
Biological Anthropology Laboratory	1	1
Observational Astronomy	1	1
Physical Geography Laboratory	1	1
Research Methods in Psychology	1	1 <sup>2</sup>
Other Laboratory	1.2 (5/6)	1

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

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

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<sup>2</sup> modified by MOU, May 1, 2012.



Workload of one (1) contact hour for one (1) LHE of load for Chemistry, Biology, Physics, Geology and Nursing, Introduction to Ecology, Introduction to Oceanography, Biological Anthropology, Observational Astronomy, Physical Geography, and Research Methods in Psychology Laboratory courses will become effective in the fall semester of 2012. Prior to that time, workload for such assignments will be on the same basis as other laboratory courses set forth above (i. e., 1.2 contact hours for 1.0 LHE).<sup>3</sup>

**D. Lecture Provisions:**

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

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<sup>3</sup> Modified by MOU, May 1, 2012.

- c. The course must be listed in the general catalog of the college and offer units.
  - d. The course must be well planned and structured, and follow the approved course outline on file with the state.
  - e. An individual course contract will be established between the Dean and the faculty member. The contract will include the total number of hours, meeting dates and times.
  - f. Small lecture compensation will be pro rated per enrollment and paid according to rate specified in Appendix B.
6. **Team teaching course:** The total LHE assigned to the team that teaches the course shall not exceed the total LHE assigned to the course. A team-taught course will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught course is identified as a large lecture course (refer to III, D, 4, and V, B, of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the course.
7. **Directed (independent) Study:** Directed (independent) study classes may be offered when authorized by state law and Board policy, and subject to the approval of the applicable dean.<sup>4</sup> All academic employees are eligible to instruct a directed study course(s). The following conditions apply:
- a. The Dean will identify and/or approve all directed study sections.
    - i. A syllabus and student contract for each study section must be on file with the Dean.
    - ii. A project, test, paper and/or presentation must be successfully completed by each student.
  - b. Consent of the faculty member is required.
  - c. Directed study sections may involve from one (1) to no more than three (3) students.
  - d. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
  - e. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
  - f. Directed study sections will not count toward the faculty member's contractual workload.

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<sup>4</sup> Modified by MOU, November 23, 2011.

- g. The faculty member shall be compensated at the appropriate hourly/OSH rate as described in Appendix A for eight (8) contact hours (see 'd' above).
8. **Cooperative Work Experience (CWE):** CWE is a course which is part of the existing state approved curriculum and will enroll at least one (1) but no more than thirty-five (35) students. The following conditions apply:
- a. Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for workload.
  - b. Mutual consent of the faculty member and the Dean is required.
  - c. Three (3) LHE (see e, iii below) of CWE will be the maximum assignment per semester as part of a full-time workload.<sup>5</sup>
  - d. The assignment can be either counted toward load or overload as approved by the Dean.
  - e. A faculty member may teach one (1) CWE class, consisting of one or more sections, each semester as part of his/her workload. The assignment will be calculated as follows:
    - i. Nine (9) to seventeen (17) students enrolled, one (1) LHE assigned.
    - ii. Eighteen (18) to twenty-seven (27) students, two (2) LHE assigned.
    - iii. Twenty-eight (28) to thirty-five (35) students, three (3) LHE assigned.
  - f. The faculty member must submit all appropriate documentation according to CCR, Title V, Section 55253.
  - g. Compensation for CWE sections will be based on the receipt of the documentation.
9. **Productivity Incentive and Class Averaging:** If a faculty member has an average of forty-five (45) students per class, nine (9) above the current average of thirty-six (36), or a total of two-hundred twenty-five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate classes.
- If a faculty member has an average of thirty (30) students per class or greater (150 students per semester), he/she shall be allowed to teach one (1) class which does not meet the minimum enrollment of twenty-two (22) provided he/she still has 150 students.
- This agreement does not change the contract language requiring twenty-two (22) students as minimum class enrollment.

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<sup>5</sup> Modified by MOU, November 23, 2011.

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

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

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

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

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

Learning Disability Specialists’ assignments may vary.

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

**V. Other General Workload Provisions**

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

1. During the Extra Duty Days, the faculty member assigned to extra duty days shall perform regular and normal instructional activities. Specific activities for this additional time will be mutually agreed upon in advance by each faculty member and his/her Dean.
2. All activities that constitute Extra Duty Days may not coincide with the faculty member’s contractual workload assignments, scheduled overload, summer assignments, stipend assignments or reassigned time.
3. All faculty members obligated to work Extra Duty Days will have their salaries adjusted to reflect the additional time. Such adjustments will be made on a per diem basis, and the total amount of base salary plus adjustments constitutes the contracted salary for that individual.
4. Full-time faculty members assigned to extra duty assignments will receive the following extra duty days:

<u>Assignment(s)</u>	<u>Extra Days</u>
Baseball, Head Coach	20 days

Baseball, Assistant Coach	20 days
Basketball, Head Coach	20 days
Badminton, Head Coach	16 days
Choral (vocal) Music	9 days
Counselor	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the faculty member and the Dean)
Cross Country, Head Coach	16 days
Fast Pitch Softball, Head Coach	20 days
Football, Head Coach	20 days
Football, Assistant Coaches	20 days
Golf, Head Coach	16 days
Instrumental Music	16 days
Learning Disability Specialist	17 days (10 days scheduled immediately prior to the start of the fall academic calendar, and the equivalent of 7 days, to be agreed upon by the Specialist and the Dean)
Pep Squad Advisor	9 days
Soccer, Head Coach	20 days
Swimming, Head Coach	20 days
Tennis, Head Coach	16 days
Track, Head Coach	20 days
Volleyball, Head Coach	16 days
Water Polo, Head Coach	16 days

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

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

1. Only full-time faculty members can work overload.

2. Instructional assignments outside the traditional Fall and Spring semester do not constitute an overload assignment.<sup>6</sup>
3. Overload assignments will be calculated and compensated by the following ratios:

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

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

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

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

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

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<sup>6</sup> Modified by MOU, November 11, 2011.

4. Compensation will be provided in accordance with will be calculated and compensated with OSH pay in accordance with Appendix A according to the following ratio:

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1

	Clock Hours	Hours of Pay
Tutorial (as described in Article XV, Section II, subsection C above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

**D. Cooperative Work Experience (CWE):** A CWE assignment will be limited at one (1) CWE, consisting of one or more sections, class for summer. The following conditions apply:

1. The CWE course is part of the existing state approved curriculum and will enroll at least one (1) but no more than thirty-five (35) students.
2. The faculty member must submit all appropriate documentation according to CCR, Title V, Section 55253.
3. The faculty member will be compensated at the rate of one contact hour's pay for each student.

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

4. Compensation for CWE sections will be based on the receipt of the documentation.
5. Summer assignments will be calculated and compensated by the ratio found in Section VI, subsection G of this Article.

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

It is agreed that the exchange is on an hour-for-hour basis and will be completed before the end of the following semester. A faculty member may participate in no more than four (4) unpaid exchanges during any academic year. Unpaid faculty exchanges will not affect regular compensation or leaves as described in Article XXIX, Leaves.

## **VI. Compensated Duties Beyond Instructional Assignments**

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

### **B. Forms of Compensation for Duties beyond Instructional Assignments**

1. Stipend: When a faculty member accepts a stipend assignment the following conditions apply:
  - a. The Dean will assign and approve all stipends in his/her area.
  - b. All stipends will be in addition to the faculty member's workload assignment.
  - c. Faculty members must sign a stipend contract which will require the faculty member to verify completion and/or satisfaction of the assignment under penalty of perjury.
2. Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.
  - a. Reassigned time may be recommended by the College President and approved by the Chancellor.
  - b. Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
  - c. Faculty members receiving reassigned time will be eligible for additional workload assignments.
  - d. The Dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project.  
  
For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.
  - e. The reassigned time allocated to the bargaining unit as described in Article VI, Section G, may not be converted to a stipend.

### **C. Department Chair Compensation**

1. Effective in the spring semester of 2012 and thereafter, subject to agreement between chair and appropriate dean and approval by the appropriate Vice President, chair duties will be compensated by stipend or reassignment or a combination thereof. If a chair accepts reassignment, he or she may not be assigned classes as overload while he or she serves as chair with reassignment. Chairs with reassignment may still accept large lecture OSH.



Chairs with reassignment may, in exceptional circumstances, have a portion of a class compensated as overload as necessary to make load.

2. Compensation for department chairs will be based on OSH. Stipend compensation will be paid based upon the highest OSH rate from the Regular Term Hourly Schedule (Appendix A).
3. The amount of OSH to be provided for each department chair shall be based on an averaging formula, using data based upon the first census of the fall semester from the preceding year, and incorporating the four main components of chair duties, as described in Appendix G.

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

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

- A.** Part-time faculty members may accept employment and workload assignments. However, there are no guarantees for part-time assignments. The following consideration, order of employment (offer), and conditions apply in order of priority:
  1. Full-time faculty members will receive their assigned workloads and appropriate overload(s) for the fall and spring semesters, and full-time faculty will be given first consideration for summer assignments.
  2. Then, after full-time faculty members have received appropriate load and overload, faculty members who accepted the Retirement Incentive Plan of 2011 will be given consideration (right of refusal) for up to ten (10) OSH per semester, upon request and depending upon availability, for the 2011-2012 academic year.
  3. Then consideration shall be given to returning part-time faculty who have received a rating of satisfactory or better during the prior three consecutive evaluation periods.
  4. All other part-time faculty will be considered for assignment.
- B.** The Dean may cancel the assignment of any part-time faculty member to provide a full workload (15 LHE) assignment to a full-time faculty member.
- C.** The Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
- D.** A maximum assignment will be no more than sixty-seven (67%) of a full-time workload, or ten (10) equivalent LHE, per semester (Calif. Ed. Code, Section, 87482.5).
- E.** Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed. Code, Section, 87482.5).

**F.** A retiree from the District who seeks part-time assignments will be required to have a medical certificate on file with Human Resources (see Calif. Ed. Code, Section, 87408.5).

**G. Cooperative Work Experience (CWE):** A CWE assignment will be limited at one (1) CWE class, consisting of one or more sections, for part-time faculty members. The following conditions apply:

1. The CWE course is part of the existing state approved curriculum and will enroll at least one (1) but no more than thirty-five (35) students.
2. The faculty member must submit all appropriate documentation according to CCR, Title V, Section 55253.
3. The faculty member will be compensated at the rate of one contact hour's pay for each student.
4. In addition, the instructor will be required to make two (2) job-site visitations and to conduct two (2) student conferences per student per semester. For a combination of two (2) job-site visitations and two (2) student conferences, the instructor will be compensated with one (1) contact hour's pay.
5. Compensation for CWE will be based on one or both of the following two types of documents:
  - a. All documentation from '1' above.
  - b. Documentation regarding on-site visits, student conferences, documentation of student success.
6. All CWE compensation will be paid at the end of the semester assignment.

**H.** Part-time assignments will be calculated and compensated with OSH pay by the following ratio:

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1
	Clock Hours	Hours of Pay
Tutorial(as described in Article XV, Section II, subsection C above)	2	1
Library	1	1
Counseling	1	1
Learning Disability	1	1

**VIII. Course Content and Copyright Materials**

1. Course outline and course content

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

2. Copyright Ownership

- a. Any material created outside of the faculty member's employment with the District is the exclusive property of the faculty member.
- b. Unless the faculty member and the District reach a specific alternative agreement prior to the creation of the material, any material created by a faculty member using District resources or support remains the exclusive property of that faculty member.

## **ARTICLE XVI PART-TIME FACULTY**

### **I. General Provisions**

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

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

**III. Workload** (see Article XV)

**IV. Evaluations** (see Article XVII)

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

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

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

1. The part-time faculty member must possess the required minimum qualifications for the position.
2. The part-time faculty member must have provided ten (10) or more semesters of service to the district.
3. The part-time faculty member must have received an overall rating of "Satisfactory" or better in their most recent evaluation.<sup>7</sup>
4. Points earned in the paper review process will move forward to the next step. In the event when a candidate's paper review score is less than the cut score for interviews, the candidate will be informed and can elect to continue with the interview process or have his/her name removed from the interview list.
5. There will be no other special advantage in the process.

**VI. Benefits** (see Article XXVII)

**VII. Wages** (see Article XXX)

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<sup>7</sup> Modified by MOU, November 11, 2011.

## **ARTICLE XVII EVALUATIONS**

### **Probationary, Tenured and Part-Time**

#### **Purpose**

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

#### **I. Probationary Evaluation**

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

##### **A. Three-Step Process**

It is essential that each probationary faculty member take full responsibility for the appropriate portions of his/her tenure review process. The three steps are:

##### **1. Tenure Review Committee (TRC)**

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

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

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

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

- a. the Dean and a minimum of two (2) tenured faculty members from the Department and/or Division/School, or related department and/or Division/School. The appointment of faculty will follow consultation and consensus between the Dean and the department/school chair(s).

- b. The TRC will:
- i. Conduct scheduled classroom/worksite/electronic visitation(s) as needed and submit written comments to the Dean.
    - a) The faculty member and Dean will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her abilities.
    - b) Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes.
    - c) Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
    - d) Evaluations are to be based primarily on the observation described in subsection (b) above. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The TRC may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
  - ii. Review items relevant to the instructional duties assigned to the probationary faculty member, including participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the probationary faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
  - iii. Complete a summary report.
  - iv. If the faculty members' performance is unsatisfactory or needs improvement(s), the TRC will develop a plan of action, follow-up activities, dates of completion, and measurable outcomes to address these issues.
  - v. Meet with the probationary faculty member to discuss the summary report.
  - vi. Forward recommendation(s), with appropriate supporting documentation to the Vice President and President.

## 2. Student Evaluation

- a. Student evaluations will be arranged through the appropriate Vice President's office, and be obtained in each class, or for those faculty who engage in instruction outside of the traditional classroom, in the equivalent of a class, per year during the time covered by this evaluation period. The objective will be to determine the student response to areas such as the fulfillment of the stated and distributed course objectives, effective communication, and respect for students' rights and needs.
- b. These student evaluations will be made available for the faculty member to review, and may be shared with the TRC at the discretion of the probationary faculty member.
- c. The student evaluations are the property of the probationary faculty member, and will be returned to the probationary faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, used by the TRC in the completion of the formal evaluation except as specified in subsection b above, or included in the probationary faculty member's personnel file.

## 3. Administration Review

Annually, the appropriate Vice President, Dean, or designee will review all data and documents provided by the TRC as compiled through the tenure review process.

- a. The Dean will forward recommendation(s), including his/her recommendations, to the Vice President.
- b. The Vice President will:
  - i. review recommendation(s),
  - ii. forward recommendation(s), including his/her recommendations, to the President.
- c. The President will:
  - i. review recommendation(s),
  - ii. forward recommendation(s), including his/her recommendations, to the Chancellor.
- d. The Chancellor will:
  - i. review recommendation(s),
  - ii. forward recommendation(s), including his/her recommendations, to the Board of Trustees.

## B. Evaluation Timelines

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

### 1. First Academic Year

- a. The Dean meets with the new faculty member (and throughout the four year process as appropriate).
- b. A TRC is identified by the Dean for each new faculty member.
- c. The TRC meets with the faculty to discuss the process, format, objectives, timelines and expectations.
- d. Observations are made by all TRC members.
- e. Post-visit discussions to be held with the faculty member.
- f. Student evaluations are to be conducted.
- g. The TRC reaches its recommendation and completes a written report.
- h. The recommendation of renewal or non-renewal is submitted by the Dean to the Vice President and the President no later than February 1<sup>st</sup>.
- i. Letter of non-renewal or one (1) year renewal will be sent no later than March 15<sup>th</sup>.

### 2. Second Academic Year

- a. Follow d, e, f, g and h of the first year.
- b. Second semester (see Item I, section B, subsection 1i above) a letter of non-renewal or two (2) years renewal will be sent no later than March 15<sup>th</sup>.

### 3. Third Academic Year

- a. Follow d, e, f, g and h of the first year.

### 4. Fourth Academic Year

- a. Follow d, e, f, g and h of the first year.
- b. Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1<sup>st</sup>.
- c. Second semester (see Item I, section B, subsection 1i above) a letter of tenure or non-renewal sent no later than March 15<sup>th</sup>.

## II. Tenured Faculty Evaluation

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



## A. Two-Step Process

### 1. Student Evaluation

- a. Student evaluations will be arranged through the appropriate Vice President's office, and be obtained in each class, or for those faculty who engage in instruction outside of the traditional classroom, in the equivalent of a class, per year during the time covered by this evaluation period.
- b. These student evaluations will be made available for the faculty member to review.
- c. The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

### 2. Administration Review

- a. The appropriate Vice President, Dean, or designee will make scheduled classroom/worksite/electronic visits as described below, complete a formal evaluation, and confer with the tenured faculty member.
  - i. The faculty member and Vice President, Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her abilities.
  - ii. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes.
  - iii. Each evaluation may include information relevant to the instructional duties assigned to the faculty member, including participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
  - iv. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.
  - v. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.

- vi. Evaluations are to be based primarily on the observation described in subsection (ii) above. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

#### **B. Evaluation Timelines**

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

#### **C. Follow-up Procedures**

Any tenured faculty member receiving an overall rating of unsatisfactory or requires improvement(s) will be evaluated again within twelve (12) months. All recommended improvement(s) will be in the faculty member's plan of action. The plan of action will outline the detail(s) of activity for enhancement(s), date(s) of completion for each activity, and material(s) which will be acceptable as documentation of action(s) completed.

In the subsequent evaluation, if the faculty member does not receive an overall rating of "Satisfactory" or better, the faculty member will not be eligible for any overload assignments until such time as future evaluation results in an overall "Satisfactory" or better.<sup>8</sup>

### **III. Part-Time Faculty Evaluations**

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

#### **A. Two-Step Process**

1. Student Evaluation
  - a. Each part-time faculty member shall have student evaluations conducted by the appropriate Vice President or designee in at least one course during the first semester of his/her first assignment at that college. Subsequent student evaluations shall take place every other semester in which an instructional assignment is held.

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<sup>8</sup> Modified by MOU, November 23, 2011.

- b. The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, and will not be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

## 2. Administration Review

The Vice President, Dean, or designee will make scheduled classroom/worksite/electronic visits as described below, complete a formal evaluation, and confer with the part-time faculty member.

- a. The part-time faculty member and Vice President, Dean or designee will mutually agree on the course(s) in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her teaching abilities.
- b. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes.
- c. Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- d. Evaluations are to be based predominantly on the observation described in subsection (b) above. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.
- e. The evaluation of the part-time faculty member may be completed by a full-time faculty member as the designee of the Vice President or the dean, under the following circumstances:
  - i. The full-time faculty member is tenured,
  - ii. The full-time faculty member is in good standing with an evaluation of "Satisfactory" or better on his or her most recent evaluation,
  - iii. The full-time faculty member is approved by the appropriate dean,
  - iv. Department chairs will have the first right of refusal for all evaluations of part-time faculty members in their areas,

- v. In the event that an evaluation results in the determination that the evaluated part-time faculty member “needs improvement,” the evaluation process will revert to the dean, who will complete the evaluation.

**B. Evaluation Timelines**

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

## **ARTICLE XVIII PERSONNEL FILES**

### **I. General Provisions**

- A.** The District shall not base any punitive action against a faculty member upon materials which are not contained in the faculty member's personnel file. Any punitive action against a faculty member shall be taken in conformance with legal requirements.
- B.** There shall be only one official personnel file for each faculty member. This file shall be locked in a central location.

### **II. Access to Files and Release of Personnel Information**

- A.** The faculty member shall have access to his/her file at reasonable intervals and at reasonable times, with reasonable advance notice subject to the following restrictions:
  - 1. The employee shall not have the right to inspect personnel records at a time when the employee is actually required to render services to the District.
  - 2. The employee shall not have the right to inspect materials the access to which is specifically excluded by federal or state regulation or statute.
- B.** Representatives of the Association shall have access at reasonable intervals and at reasonable times, with reasonable advance notice to said file with the faculty member's written authorization.
- C.** Management's access to a faculty member's personnel file shall be restricted to authorized administrators, authorized personnel office staff, and the faculty member's immediate supervisor. The information and contents of a faculty member's personnel file may not be released to anyone else without the faculty member's express prior written consent, or in order to comply with a legal requirement such as a court order.

### **III. Placement of Material in Personnel Files**

- A.** Any material placed in a faculty member's file must be signed and dated. A copy shall be given to the faculty member prior to the time of insertion in the personnel file.
- B.** Information of a derogatory nature shall not be entered into an employee's personnel records unless and until the employee is given notice and an opportunity to review and comment on that information. The employee shall have the right to enter into his or her personnel file, and have attached to any derogatory statement, his or her own comments. A faculty member who alleges that information in his/her personnel file is false or erroneous, shall have the right to file a grievance for the purpose of having such information rectified or expunged. Nothing herein shall limit the right of a faculty member to grieve disciplinary actions, including but not limited to documents which are punitive or disciplinary in nature.
- C.** A faculty member shall have the right to place in the file such material, within reason, as he/she determines may have a bearing on his/her position as a faculty member.

## **ARTICLE XIX TRANSFERS**

### **I. General Provisions**

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

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

- A.** The request for voluntary lateral transfer may be initiated at any time.
- B.** All requests for voluntary transfers shall be considered on the basis of (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority.
- C.** No faculty member shall be overtly or indirectly coerced by management to seek a voluntary lateral transfer.
- D.** If a voluntary transfer request is denied, the faculty member, upon request, shall be provided with the reasons for the denial.

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

- A.** A faculty member may be involuntarily laterally transferred provided (1) minimum qualifications as defined in 5 CCR §53410, (2) reasonableness, and (3) seniority have been appropriately considered.
- B.** Faculty members to be involuntarily laterally transferred shall have the right to indicate preferences from a list of vacancies, and the District shall honor such requests on the basis of (1) required minimum qualifications, (2) reasonableness, and (3) seniority.
- C.** A faculty member to be involuntarily laterally transferred shall be given the reasons for the transfer.
- D.** An involuntary lateral transfer shall result in compensation at the appropriate compensatory step and column.

## **ARTICLE XX TRAVEL**

### **II. General Provisions**

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

## **ARTICLE XXI SAFETY**

### **I. General Provisions**

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



## **ARTICLE XXII LAY-OFF PROCEDURES**

### **I. General Provisions**

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

#### **A. Faculty Service Areas (F.S.A.)**

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

## **ARTICLE XXIII DISCIPLINE PROCEDURES**

### **I. General Provisions**

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

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

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

## ARTICLE XXV GRIEVANCE PROCEDURES

### I. General Provisions

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

- A. The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as appropriate at any level of the procedure.
- B. Actions to challenge or change the policies of the District as set forth in law, policies, rules and regulations and procedures not contained within this Agreement, and/or actions for which another process is provided by law (e. g., discrimination) must be undertaken under separate processes.
- C. This grievance procedure may be used to dispute a decision regarding the granting of tenure.
- D. Nothing contained herein will be construed as limiting the right of any faculty member having a grievance to discuss the matter informally with the appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is consistent with the terms of this Agreement and that the Association has been given an opportunity to review the grievance, the proposed resolution, and state its view.
- E. Prior to filing a grievance at Level I below, the grievant is encouraged to discuss the potential grievance with his/her dean or appropriate supervisor, either directly or through the Association's grievance representative or designee, with intent to resolve the grievance informally.

If the grievant is not satisfied with the disposition of the potential alleged grievance at the informal level, the grievant may file a formal grievance in accordance with the provisions of Section IV(A) of this article.

- F. The grievant may be represented by an Association representative at all levels of the grievance procedure under Section IV below. Should the Association waive its rights to be present and/or state its view at any one stage of the procedure, the Association shall retain the right to do so at any or all subsequent stages of the grievance procedure.
- G. If a grievance arises from action or inaction by the District administration, the aggrieved person shall submit such grievance directly to the Association and the Chancellor or designee, and if necessary this grievance shall continue as specified in Level III (see Item IV, Section C, below).

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

## **II. Scheduling of grievance meetings**

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

## **III. Time Limits**

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

## **IV. Grievance Procedure**

### **A. Level I – Immediate Supervisor**

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

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

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

**B. Level II – President or Designee**

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

**C. Level III – Chancellor or Designee**

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

**D. Level IV – Arbitration**

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

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

## **ARTICLE XXVI**

### **BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT**

#### **I. Bonded Sabbatical**

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

##### **A. Purpose**

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

##### **B. Length of Sabbatical**

A sabbatical leave may take one of two possible forms:

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

##### **C. Eligibility**

1. Any tenured full-time faculty member who has served the District for at least six (6) consecutive years without a break in service (Calif. Ed. Code, Section 87768) is eligible for a sabbatical. No more than one such sabbatical may be granted in each seven year period.
2. An eligibility list will be prepared by the Human Resources Office no later than September 15<sup>th</sup> of the preceding year and sent to the Sabbatical Committee chair.

##### **D. Acceptable Sabbatical Projects**

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

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



### E. Sabbatical Committee

The Sabbatical Committee will consist of one (1) faculty member from each Division/School, one (1) administrator from each college who will be appointed by the college President, and the appropriate Vice Chancellor, who will also serve as co-chair. Committee members will elect a chair and have one (1) vote each. The Committee shall have as its sole responsibility the handling of matters pertaining to bonded sabbaticals.

The Sabbatical Committee shall meet during September each year to establish procedures and policies within the scope of this Master Agreement. The Committee shall also establish all timelines for the application and approval process provided that all recommendations for sabbaticals shall be forwarded to the Chancellor no later than December 20<sup>th</sup>.

### F. Application Process

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

5. Under exceptional circumstances, the Sabbatical Committee may choose to consider late applications. The Committee has the sole responsibility for determining the criteria for exceptional circumstances and whether or not it will consider a late application.
6. If the applicant makes changes to the proposal after it has been reviewed by the committee, the co-chairs will discuss the changes with the college president and seek his/her support for the changes.

#### **G. Approval Process**

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

### A. Number of Sabbaticals and Priority Determinations

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

Example:

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

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

### B. Length and Conditions for a Sabbatical

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

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

#### **C. Guarantees**

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

#### **D. Evidence of Completion**

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

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

#### **E. Status Changes Relating to an Approved Sabbatical**

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

##### **1. Project**

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

##### **2. Extenuating Circumstances**

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

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

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

## **II. Professional Development**

At the discretion of the Board of Trustees, the District may grant a faculty member a paid or unpaid leave of absence of up to two (2) years for professional development which may include, but shall not be limited to, additional schooling and/or training, participation in faculty exchange programs, a project/activity that would benefit the College and/or District, involvement in research efforts and acceptance of long-term assignments to other higher education institutions, agencies, corporations, foundations, or government (Calif. Ed. Code, Section 87768).

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

## **ARTICLE XXVII BENEFITS**

### **I. Health Insurance**

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

### **II. Part-Time Faculty Health Insurance**

The purpose of this program is to provide an opportunity for the individual part-time faculty member to receive an allowance to secure medical coverage of their own choosing. The District shall provide a maximum allowance of \$150 per month, to a maximum of \$1,500 per year. This allowance is toward a voluntary health insurance program of the faculty member's individual arrangement and choice for the part-time faculty member who meets the following criteria:

- A.** The faculty member must be employed for a minimum of 12 OSH in the District in the 12-month period ending at the end of the prior semester (summer session counts toward meeting this requirement).
- B.** The faculty member must have been employed in the District for five semesters during a period of three years immediately preceding the end of the prior semester (summer session does not count toward meeting this requirement).
- C.** The faculty member must work a minimum of three OSH in the District during the semester for which the District contribution is to be made.
- D.** Eligibility is reviewed each semester.
- E.** Each semester the faculty member must submit his/her assignment schedule, evidence of enrollment, and the cost of the voluntary medical plan to the District Business Office in order to be eligible for the District allowance. The District paid allowance will not exceed the actual cost of the voluntary program.

Effective with the beginning of the semester following the implementation of this agreement, the District's allowance will be increased to \$175 per month, to a maximum of \$1,750 per year.

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

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

### **III. Dental Insurance**

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

**IV. Vision Insurance**

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

**V. Employee Assistance / Mental Health Program**

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

**VI. Life Insurance**

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

**VII. Long Term Disability Insurance**

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

**VIII. Long Term Care Insurance**

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

**IX. Legal Assistance Program**

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

**X. Coverage Period**

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

**XI. Benefits During a Leave**

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

- A. Faculty members shall continue to receive insurance benefits while on paid leaves of absence.



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

**XII.** Tax Sheltered Annuities

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

**XIII.** Medical Examinations and Tests

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

**XIV.** Parking

Appropriate staff parking shall be provided on campus for \$20.00 per academic year for each faculty member.

**XV.** Change in Level of Benefit

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

## **ARTICLE XXVIII WORKLOAD BANKING PROGRAM**

### **I. General Provisions**

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

### **II. Workload Banking**

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

### **III. Criteria to earn banked workload credit:**

- A.** A faculty member must have probationary or tenured status.

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

1. Lecture Assignments (contact hour)

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Chemistry, Biology, Physics Geology and Nursing Laboratory		
	1	1
Other Laboratory	1.2 (5/6)	1
Example: Digital Photography 5/6 (units lecture/lab per week)		
3 Hours Lecture	=	3 LHE
6 Hours Laboratory	=	<u>5 LHE</u>
		8 LHE for load

2. Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

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

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

**E.** Workload credit cannot be earned:

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

**IV.** Criteria to redeem banked workload credit:

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

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

**VII. Record Keeping**

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

**VIII. Reserve Funds**

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

## ARTICLE XXIX LEAVES

### I. General Provisions

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

Unless otherwise stated, a faculty member on any approved leave shall be entitled to all benefits accorded and obligated by all duties as follows:

- A. Paid Leave:** Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:
  1. return to the same or comparable position which he/she held immediately before commencement of the leave,
  2. receive credit for annual salary increments provided during his/her leave,
  3. receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.
  
- B. Unpaid Leave:** Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:
  1. return to the same or comparable position which he/she held immediately before commencement of the leave,
  2. purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.
  
- C. Reduced Contract Request Leave:** A faculty member may request a reduced teaching load for any given academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.
 

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

### II. Sick Leave

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

.0558 hours sick leave per hour paid

At the beginning of each academic year, every faculty member will receive a sick leave allotment credit, equal to his/her entitlement for the academic year.

Pursuant to Labor Code Section 233, a faculty member may use up to six days of accrued and available sick leave entitlement to attend to an illness of a child, parent, spouse, or domestic partner of the faculty member.

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

**H. Catastrophic Illness Transfer of Leave Program:** A faculty member may contribute sick leave to other staff as well as other faculty members<sup>9</sup> on a one-for-one basis (one day for one day, etc) with no reference to the possible difference in their salaries. The employee is responsible for determining any STRS, IRS or other agency effect that may occur. This program is designed to assist a faculty member who has a lengthy illness and has run out of sick leave. The program can also be used so that an employee can take care of a sick person in the immediate family. Procedures for the catastrophic illness/injury leave for individual solicitation or leave bank requests are on file in the District Human Resources Office.

### **III. Maternity Leave**

The District shall provide for leave of absence from duty for any faculty member of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the faculty member shall resume duties, shall be determined by the faculty member's physician. Pregnancy and disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the South Orange County Community College District.

### **IV. Extended Illness Leave**

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

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<sup>9</sup> Modified by MOU, January 24, 2012. In



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

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

**VI. Personal Necessity Leave**

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

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

**VII. Bereavement Leave**

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

**VIII. Jury Leave**

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

**IX. Legislative Leave**

Except as otherwise provided by law, a tenured faculty member who is elected or appointed to the State Legislature, Congress, or appointed to government service, shall be entitled to an unpaid leave of absence for the length of the term of office, not to exceed eight (8) years.

- A. The faculty member on such leave shall notify the college of an intended return at least sixteen (16) weeks in advance.
- B. The faculty member on such leave shall be entitled to return to employment at the end of the leave, but shall not be entitled to any other benefits while on leave.

#### **X. In-Service Leave**

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

#### **XI. Family and Medical Leave**

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

##### **A. Terms of Leave**

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

## **B. Intermittent/Reduced Work Schedule Leave**

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

## **C. Maintenance of Benefits**

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

## ARTICLE XXX WAGES

### I. General Provisions

#### A. Salary Schedule

1. Salary schedule configuration (the reconfiguration of the salary schedules as described below does not represent an increase in compensation over the 2009-2010 schedules):
  - a. Academic Salary Schedule
    - i. Beginning with the 2011-2012 academic year, steps 6 and 7 in each column of the Academic Salary Schedule will be eliminated (steps 1 through 5 have not been available for placement since 2004). Those faculty members on steps 6 through 7 will be placed on step 8 of their same column. Then, the salary schedule shall be renumbered so that the lowest compensated step in each column is step 1, with each higher compensated step numbered accordingly.
    - ii. Beginning with the 2011-2012 academic year, one “longevity step” will be added to each column, so that at the beginning of the fourth year after a faculty member has entered the most highly compensated step, he or she will be eligible to move into this new step. Credit for existing years at the highest compensated step will be given at the time of the adoption of this agreement, so that those who entered the highest compensated step in the fall of 2008 will move to the new step at as of the fall of 2011; those who entered the highest compensated step in the fall of 2009 will be eligible for the longevity step in the fall of 2012; those who entered the highest compensated step in the fall of 2010 will be eligible for the longevity step in the fall of 2013, etc.
    - iii. The resulting full-time salary schedule shall consist of five columns with:
      - 3 steps plus one longevity step in the first column
      - 8 steps plus one longevity step in the second column
      - 13 steps plus one longevity step in the third column
      - 18 steps plus one longevity step in the fourth column
      - 23 steps plus one longevity step in the fifth column
    - iv. Column 1, step 1, of the Faculty Salary Schedule is defined as the base salary. For the 2011-2012 academic year, the base salary shall be \$59526.00.

- v. The first step of each column will increase by 5.5555% of the base salary over the first step of the previous column.
  - vi. Each step in each column will increase by 3.70365% of the base salary over the previous step.
- b. Regular Term Hourly Salary Schedule:
- i. The Regular Term Hourly Salary Schedule shall consist of five columns with:
    - 5 steps in the first column
    - 4 steps in the second column
    - 2 steps in the third column
    - 1 step in the fourth column
    - 1 step in the fifth column
  - ii. Column 1, step 1, of the Regular Term Hourly Salary Schedule is defined as the hourly base salary. For the 2011-2012 academic year, the base salary shall be \$952.00.
  - iii. The first step of each column will increase by 7.5% of the base salary over the first step of the previous column.
  - iv. Each step in each column will increase by 5% of the base salary over the previous step.
  - v. The most highly compensated step in each column will receive \$1,143.00 per OSH.
- c. Summer School Hourly Salary Schedule:
- i. The Hourly Salary Schedule shall consist of five columns with:
    - 10 steps in the first column
    - 9 steps in the second column
    - 7 steps in the third column
    - 6 steps in the fourth column
    - 4 steps in the fifth column
  - ii. Column 1, step 1, of the Summer School Hourly Salary Schedule is defined as the hourly base salary. For the 2011-2012 academic year, the base salary shall be \$952.00.
  - iii. The first step of each column will increase by 7.5% of the base salary (\$71.00) over the first step of the previous column.
  - iv. Each step in each column will increase by 5% of the base salary (\$48.00) over the previous step.

- v. The most highly compensated step in each column will receive \$1,369.00 per OSH.

#### B. Salary Schedule Column Placement Criteria

1. Column I
  - a. Bachelor's Degree.
2. Column II
  - a. Master's Degree, or
  - b. Bachelor's Degree plus 40 semester units, including Master's Degree.
3. Column III
  - a. Master's Degree plus 20 semester units, or
  - b. Bachelor's Degree plus 50 semester units, including Master's Degree.
4. Column IV
  - a. Master's Degree plus 40 semester units, or
  - b. Bachelor's Degree plus 70 semester units, including Master's Degree, or
  - c. Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.
5. Column V
  - a. Earned Doctorate, or
  - b. Master's Degree plus 60 semester units, or
  - c. Bachelor's Degree plus 90 semester units, including Master's Degree, or
  - d. Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

#### C. Previous Experience Credit for Initial Step Placement

##### 1. Instructional experience

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

- a. 0-7 years of experience – placement on step 1 (old step 8)
- b. 8 years of experience – placement on step 2 (old step 9)
- c. 9 years of experience – placement on step 3 (old step 10)
- d. 10 or more years of experience – placement on step 4 (old step 11)

## 2. Non-instructional occupational experience

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

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

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

## D. Step and Column Movement

### 1. Step advancement

- a. Full-time faculty members shall move one step on the salary schedule annually for each contractual year of service.
- b. Part-time faculty members shall move one step on the salary schedule after having served the equivalent of 30 LHE.
- c. Step movements shall occur annually in the Fall.
- d. In the fall semester of the 2011-2012 academic year, each faculty member who has not already reached the highest compensated step in his or her column will receive one (1) additional step increase.

### 2. Column Advancement

- a. After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the Dean and Vice President.
- b. Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).
- c. A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.

- d. Official verification of coursework taken and/or degree conferred must be submitted to Human Resources by August 1<sup>st</sup> for column advancement for the Fall semester in January 3<sup>rd</sup> for column advancement for the Spring semester.<sup>10</sup>

E. Doctoral Stipends

Full-time faculty members who hold an earned doctorate from an accredited institution shall receive a stipend as part of their annual salary.

F. State of California Part-time Parity Compensation Funds

Beginning with the 2011-2012 academic year, state of California part-time parity compensation funds (“parity pay”) will be distributed among part-time faculty only (e.g., work performed by part-time faculty during the 2010-2011 academic year will be paid in the fall 2011 semester).

**II. Increase in Compensation**

The Academic Salary Schedule, the Regular Term Hourly Salary Schedule, and the Summer School Hourly Salary Schedule are set forth in Appendix A. For each year during the period of July 1, 2011 through June 30, 2014, the Academic Salary Schedule, the Regular Term Hourly Salary Schedule and the Summer School Hourly Salary Schedule will reflect an increase equivalent to the state of California funded COLA over the salary schedule of the previous year.

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<sup>10</sup> Modified by MOU, September 5, 2012.



## ARTICLE XXXI FACULTY RETIREMENT BENEFITS

### I. Retirement Incentive Programs

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

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

- A.** The Board of Trustees will permit full-time faculty members to reduce their workload from full-time to part-time and have their retirement benefits based upon full-time employment.

The following are the rules and regulations for the implementation of the optional reduced load program with full retirement credit.

1. The option of reduced load may be exercised upon mutual agreement of both the District and the faculty member. Once the option is exercised, it is not revocable, and the faculty member may not return to a full-load, full-time status, unless agreed to by the Board of Trustees.
2. To be eligible to start the optional reduced load program, the faculty member must be fifty-five (55) years of age before the beginning of the academic semester in which the reduction in workload starts.
3. The faculty member must have been employed full-time as an academic employee of the District for at least ten (10) years prior to the request for reduced load.
4. Except for the reduction in salary, corresponding to the reduced load, the District will provide the part-time faculty member the same benefits provided a regular full-time (100%) faculty member.
5. The District and the faculty member shall agree to make contributions to the STRS equal to the amount required of a full-time (100%) faculty member.
6. The minimum reduced load shall be the equivalent of one-half ( $\frac{1}{2}$ ) of the number of days of service required by the faculty member's contract of employment during the final year of service as a full-time (100%) position.
7. A faculty member on the optional reduced load program shall work for the duration of the reduction, as mutually agreed by the faculty member and the District, at a minimum:
  - a. 100% of one semester and 0% of the other semester, or
  - b. 50% each semester, or
  - c. Any assignment that will average 50% or more for two (2) semesters of the academic year.
8. An applicant for the optional reduced load program must make application for the optional reduced load program no later than February 1<sup>st</sup> for the following academic year.

## **I. Consultant Contract Program for Retired Academic Employees**

- A.** When need exists, the Board of Trustees may award consultancy contracts to retired faculty members of the District. Following are the rules and regulations for the implementation of programs of consultant contracts for retired faculty members.
1. To be eligible to start the consultant contract program, the faculty member must be at least fifty-five (55) years of age before the beginning of the college year (July 1) in which the consultant contract starts.
  2. The faculty member must have been employed full-time (100%) or equivalent as an academic employee of the District for at least ten (10) years prior to the request to participate in the consultant contract program.
  3. The faculty member must have officially retired from the District prior to July 1 of the fiscal year in which the consultant contract begins.
  4. The contract may be written for a period of up to five (5) years or until the faculty member reaches the age of sixty-five (65), whichever comes first.
  5. The contract may be by mutual agreement for a specific annual project or service for not less than thirty (30) working days per year.
  6. The annual consultant contract compensation shall not exceed the maximum allowed under the Education Code for such services.
  7. Faculty members opting for this program shall continue full-time faculty benefits, and receive improved benefits awarded all other full-time faculty members, through the duration of the contract.
  8. An applicant for the consultant contract program must make application for the program no later than February 1<sup>st</sup> to be eligible for the following year.

## **II. Health and Medical Benefits for Retirees**

- A.** To be eligible for health and medical benefits after retirement, the faculty member shall concurrently retire from the District and STRS, and notify the District of his/her retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS contracting district he/she shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and his/her dependents as described in this provision shall cease.
- B.** Present medical, vision, and dental benefits for those retirees who were employed full-time by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue until the retiree reaches the age of Medicare eligibility (in 2007, age 65).
- C. Medicare Eligibility and Continuation of Benefits**
1. The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
  2. If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances:
    - a. The purchase of such coverage is permitted by the health carrier; and

- b. the retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
- 3. If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
  - a. The purchase of such coverage is permitted by the health carrier;
  - b. The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- 4. If both the retiree and his/her dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
  - a. Such purchase is permitted by the health carrier;
  - b. The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
- 5. If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:
  - a. Such purchase is permitted by the health carrier;
  - b. The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
  - c. If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.
- D.** After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits, for both himself or herself and for dependents, through the District's providers so long as:
  - 1. Such purchase is permitted by the health carrier;
  - 2. Benefits for retirees are grouped in a separate rate from the active/early retirees' group; and the retiree pays the full cost of such benefits.

- E.** Other coverage for the faculty member and coverage for the dependents is subject to applicable state and federal laws providing for such coverage.

### **III.** Emeritus Faculty Privileges

#### **A.** Eligibility

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

#### **B.** Privileges

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

## Appendix G

Department Chair Compensation Formula<sup>11</sup>

(See Article XV, Section 6(c))

The formula for determining department chair compensation shall be as follows:

$$\begin{aligned} & (((0.25*((ptWFCH-lowptWFCH)*(highOSH-lowOSH)/(highptWFCH- \\ & \quad lowptWFCH)+lowOSH)) \\ & \quad + (0.25*((S-lowS)*(highOSH-lowOSH)/(highS-lowS)+lowOSH)) \\ & \quad + (0.25*((C-lowC)*(highOSH-lowOSH)/(highC-lowC)+lowOSH) \\ & \quad + (0.25*((FTES-lowFTES)*(highOSH-lowOSH)/(highFTES-lowFTES)+lowOSH))/1) \\ & \quad +x) = OSH \end{aligned}$$

Where

“highOSH” represents the highest amount of OSH available for a department chair. During the term of this Agreement, highOSH will equal 6.5 (six point five);

“lowOSH” equals the lowest amount of OSH available for a department chair. During the term of this Agreement, lowOSH will equal 1 (one);

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

“lowptWFCH” represents the lowest number of departmental part-time weekly faculty contract hours in the District;

“highptWFCH” represents the highest number of departmental part-time weekly faculty contact hours in the District;

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

“lowS” represents the lowest number of departmental sections in the District;

“highS” represents the highest number of departmental sections in the District;

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

“lowC” represents the lowest number of departmental courses in the District;

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<sup>11</sup> Modified by MOU, date TBA.

“highC” represents the highest number of departmental courses in the District;

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

“lowFTES” represents the lowest number of departmental Full Time Equivalent Students in the District;

“highFTES” represents the highest number of departmental Full Time Equivalent Students in the District;

“x” represents other duties specific to certain departments and programs, including but not limited to Music, Theater, Athletics, Nursing, and career-technical education programs, which are not common to all chairs. For these duties, additional OSH from zero (0) to three (3) OSH may be added as compensation by the Vice President for Instruction in consultation with the appropriate dean;

“OSH” represents the amount of compensation as determined by the Regular Term Hourly Schedule (Appendix A).

Example: The following example would represent the calculation for compensation for the Saddleback College English Department Chair for the 2011-2012 Academic Year<sup>12</sup>:

Saddleback College English ptWFCH=344.25

(highest WFCH=344.25 & lowest WFCH =0)

Saddleback College English Sections=173

(highest section =173 & lowest section = 0)

Saddleback College English Courses=56

(highest courses = 56 & lowest courses = 0)

Saddleback College English FTES=13,135.0

(highest FTES=13,135 & lowest FTES = 0)

Therefore,

$$(0.25 * (((344.25 - 0) * (6.5 - 1)) / ((344.25 - 0) + 1))) + (0.25 * (((173 - 0) * (6.5 - 1)) / ((173 - 0) + 1))) + (0.25 * (((56 - 0) * (6.5 - 1)) / ((56 - 0) + 1))) + (0.25 * (((13135 - 0) * (6.5 - 1)) / ((13135 - 0) + 1))) = 5.463$$

Or

$$(0.25 * ((344.25 - 0) * (6.5 - 1)) / ((344.25 - 0) + 1)) = 1.371$$

$$+ (0.25 * ((173 - 0) * (6.5 - 1)) / ((173 - 0) + 1)) = 1.367$$

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<sup>12</sup> The numbers in this example are for demonstration purposes only, are subject to verification, and may not reflect the actual values for an academic year.

$$+(0.25*((56-0)*(6.5-1))/((56-0)+1))=1.351$$

$$+ (0.25*((13,135-0)*(6.5-1))/((13,135-0)+1))=1.3749$$

Total=5.463 + 0 [no additional exceptional duties]

=4.97 OSH per semester