

A G R E E M E N T

between

EL CAMINO COMMUNITY COLLEGE DISTRICT

and

**EL CAMINO COLLEGE
FEDERATION OF TEACHERS,
LOCAL 1388, AFT, AFL-CIO**

July 1, 2000

through

June 30, 2003

Extended until June 30, 2007

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July, 2000, by and between EL CAMINO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," and EL CAMINO COLLEGE FEDERATION OF TEACHERS, LOCAL 1388, AFT, AFL-CIO, hereinafter referred to as the "Federation", and shall be in effect through June 30, 2003, unless otherwise specified, with an extension of one year to June 30, 2004. Both the District and Federation have simultaneously approved a successor Agreement for a term of three years from July 1, 2004 to June 30, 2007.

ARTICLE 1
RECOGNITION

Pursuant to the certification of the Public Employment Relations Board dated November 4, 1976, (Docket Number LA-R-35), as amended through collective bargaining, the District recognizes the Federation as the exclusive representative of all Board-approved Faculty, including certificated Instructors, Coaches, Counselors, Librarians, Registered Nurses, Nurse Practitioners, Physician Assistants, Faculty Coordinators, Clinical Psychologists, and any persons acting as the Instructor-of Record, hereinafter referred to as "Faculty Members." Position descriptions are set forth in Appendix A. Excluded are all other employees of the District including management employees, temporary substitute employees, physicians, and all employees holding positions not requiring certification qualifications.

ARTICLE 2
RIGHTS OF THE DISTRICT

Except as limited specifically by the express terms of this Agreement, the District retains all of the rights and authority conferred upon it by the laws of the State of California to direct, manage, and control the affairs of the District. Such rights of the District include, but are not limited to:

(a) The right to determine its organizational structure and to delegate its rights and responsibilities to the Superintendent-President and to such other officials, persons, divisions, departments, and committees as it shall determine from time to time;

(b) The right to determine its financial structure including (i) all decisions and conditions relating to all sources of District income, (ii) all investment policies and practices, and (iii) all budgetary matters and procedures, to wit, the budget calendar, the budget formation process (subject to Article 21, Section 6, respecting budget requests), accounting methods, payroll practices, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;

(c) The right to acquire, administer, and dispose of all District property whether real or personal and whether owned, leased, or otherwise controlled, including all land, buildings, facilities, grounds, fixtures, machinery, and other improvements;

(d) The right to determine all services to be rendered to the students and to the public, including the nature, methods, quantity, quality, frequency, and standards of service, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such service, the contracting of services to be rendered and functions to be performed, including educational support, educational aids and devices, structural maintenance, and repair services;

(e) The right to determine the utilization of personnel, including:

- (1) the determination of the number of Faculty Member positions,
- (2) the selection and utilization of personnel not covered by this Agreement,
- (3) the determination of the use of certificated management personnel to perform teaching and other work that is also performed by Faculty Members covered by this Agreement,

(4) the selection of Faculty Members subject to the provisions of Article 4, Section 5,

(5) the determination of the assignment or reassignment of certificated management employees of the District to positions covered by this Agreement shall be subject to the provisions of the Education Code, and, in cases where such reassignment results in the layoff of a Full-Time Faculty Member, shall be subject to the competency criteria as specified in Article 6, Section 3;

(f) The right to make final determinations on all matters relating to the instructional program of the College, subject to the referral of certain specific matters to joint District-Federation Committees or to the Academic Senate or the General Curriculum Committee or the procedures for textbook selection as otherwise provided by this Agreement, and the right to determine all matters related to student personnel services;

(g) The right to make final determinations regarding the assignment of Faculty Members to work schedules, functions, and activities, and the right to determine the assignment of Faculty Members to courses to be taught, classrooms, laboratories, and other facilities and equipment, and offices, subject to Articles 8, 9, and 10 and Appendix A of this Agreement;

(h) The right to adopt reasonable rules and regulations, including rules and regulations related to safety and security matters;

(i) The right to determine the requirements for, management and control of District facilities, such as the food service centers and the bookstore.

(j) The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not waive such right or preclude the District from exercising the right in a different manner.

ARTICLE 3

RIGHTS OF THE FEDERATION

Section 1. Payroll Deductions

The District will deduct from the pay of Faculty Members covered by this Agreement the following deductions:

- (a) CFT Life Insurance, CFT Federal Credit Union, upon receiving the Faculty Member's voluntary and written authorization, revocable by the Faculty Member;
- (b) Federation dues and representation fees, upon receiving the Faculty Member's voluntary and written authorization, as provided in Section 2(a) below; and
- (c) Representation service fees, pursuant to Sections 2(a), 2(c), or 2(g) below.

The District will pay over to the Federation the amount(s) so withheld, which amount(s) shall be reported to and paid to the Federation on a monthly basis. The Federation shall provide sufficient advance notice to members authorizing deduction(s) of any increase to allow the member to revoke the written authorization, if desired. The Federation will give the District at least forty-five (45) days advance notice of any change in the amount of the monthly deduction(s) and shall provide to the District a copy of the notification concerning affected members. No authorization, deduction, or revocation will be effective until it has been on file with the District for at least thirty (30) days. The Federation agrees to reimburse the District for any deduction(s) withheld and paid to the Federation by mistake. If the District fails to comply with the deduction(s) of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed three (3) months' dues.

Section 2. Representation Service Fee

- (a) All Faculty Members shall have the reduced service representation fee withheld from their salary, beginning with their first paycheck after commencement of assigned duties, unless other arrangements are made, as described in (b) at least two weeks prior to their first paycheck.
- (b) The obligation to pay a service fee may be met by (1) a monthly deduction from the Faculty Member's salary, (2) direct payment to the Federation by the Faculty Member using a method established by the Federation, or (3) if the Faculty Member is a religious objector, by complying with

Subsections (f), (g), and (h) of the Section.

(c) At any time, a Faculty Member may become a Federation Member by submitting to Human Resources, on forms supplied by the Federation or Human Resources and approved by the District, a request for payroll deduction of Federation dues. The District shall provide a NCR copy of the Faculty Member's completed form to the Federation and to Payroll within one (1) week of receiving the completed form.

(d) The service fee shall equal an amount not to exceed the standard periodic dues and general assessments of the Federation and shall be used only for those purposes permitted by law.

(e) Any Faculty Member choosing to challenge the manner in which the chargeable portion of the service fee has been calculated shall do so according to the Service Fee Appeal Procedure established by the Federation pursuant to Regulations of the Public Employment Relations Board.

(f) Notwithstanding the above, any Faculty Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or pay the service fee.

(g) However, any Faculty Member who qualifies as a religious objector as provided in (f) above shall pay an amount equal to the service fee to one of the following nonreligious, nonlabor, charitable funds:

(1) El Camino College Foundation

(2) ECCFT Scholarship Fund

(3) Any El Camino Scholarship Fund as listed in Appendix I

(h) A Faculty Member paying an amount equal to the service fee to one of the organizations listed above, shall (1) pay the amount directly to the organization in one lump sum, with proof of such payment provided directly to the Federation, or (2) arrange with the District for monthly payroll deduction. If the Faculty Member fails to submit proof or arrange for payroll deductions in a timely manner, the Federation shall notify the District and the District shall implement to the provisions of Subsection (c) above.

(i) It is recognized that the Federation, as exclusive representative of all Faculty Members, is required to represent all such Faculty Members fairly without regard to Federation Membership or non-membership. However, any Faculty Member who holds religious objections pursuant to Subsection (f), (g) or (h) above, and who requests the Federation to use the grievance or arbitration procedure

on his or her behalf, shall pay the Federation for such representation. The Federation shall charge the Faculty Member for the reasonable cost of using such procedure.

(j) The Federation agrees that it will indemnify, defend, and hold harmless the District from any awards, damages, charges, fees, administrative, legal or penalties, costs or attorneys fees arising out of any administrative, legal or contractual challenge commenced against the District due to its compliance with its obligations under the Representation Service Fee provisions of this Agreement. The District shall notify the Federation in writing of the commencement of any such matter within seven days of the District's being served with the matter. The District and the Federation shall both fully cooperate with each other in the defense of such matter. The District may choose counsel, and the Federation retains the right to determine whether to settle or appeal the matter.

(k) The District will print and provide to each Faculty Member (1) upon hire, or (2) upon request from the Faculty Member, the form attached to the Agreement as Appendix I.

(l) Faculty Members employed only for a session other than the Fall or Spring semesters, shall have included in their employment packet from Human Resources a letter, written by the Federation and approved by the District, requesting a voluntary Service Representation Fee to the Federation equal to the fee assessed on a half-time Faculty Member for one month.

Section 3. Meeting Rooms

The Federation shall have the right to use without charge District facilities for the purpose of meetings concerned with the representation rights in the District, at reasonable times that do not interfere with normal District operations, nor cause after-hour increased maintenance costs to the District. Arrangement for such use shall be made in accordance with established procedures. Use of the facilities that involves after-hours increased maintenance costs shall be paid for by the Federation.

Section 4. Federation Representatives

Duly authorized representatives of the Federation who are not Faculty Members shall be permitted to transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District.

Section 5. Communication Facilities

The Federation shall have the right to use designated faculty bulletin boards for posting notices of its activities, and shall have the right to list meetings in the weekly Calendar and the right to use faculty mailboxes for communications with Faculty Members. The exercise of these rights is subject to applicable District regulations. Any notice posted pursuant to this Section shall be signed and dated by an appropriate officer of the Federation who is authorized by the Federation to make such posting, and a copy shall be filed with the Vice President - Student and Community Advancement. The Federation shall keep on file with the Vice President - Student and Community Advancement, a list of those officers so authorized. Any Federation material distributed through the intra-campus mail system shall clearly indicate the Federation as the distributor of the material.

Section 6. Copies Of The Agreement

The District will, at its expense, print or arrange for the printing, or other reproduction, of copies of this Agreement in booklet form and will distribute a copy to each Faculty Member employed as of July 1, 1997, and to each newly hired Faculty Member hired thereafter and will provide the Federation with thirty (30) copies for its purposes.

Section 7. Board Minutes And Agenda

The District will furnish the Federation with copies of the minutes of Board meetings and with copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature, and will provide a copy of such material at a designated location in the College library.

Section 8. Personnel Roster

The District will furnish the Federation with an up-to-date listing of the names, mailing addresses and Division locations of all Faculty Members as of the start of the second payroll period for each semester. The District will also furnish to the Federation home telephone numbers except for those Faculty Members who request exclusion.

Section 9. Policy Book

The District shall provide the Federation with a complete policy book and shall supplement it with additions, deletions, or amendments as soon after their adoption as possible.

Section 10. Documents

Upon written request of the Federation, the District shall provide the Federation with copies of any documents that are a matter of public record, provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials.

Section 11. Reassigned Time For Negotiations

- (a) The District will provide 150 hours of reassigned time for one semester to be used for full contract negotiations during the semester prior to the expiration of this agreement.
- (b) The District will provide 150 hours of reassigned time for one semester to be used for re-opener negotiations during the semester in which such negotiations would take place.
- (c) Effective January 1, 2001, the District will provide 200 hours each semester (400 hours per year) of reassigned time for the activities of Federation officers including adjustment of grievances and ongoing negotiation issues.

(d) Notwithstanding the various formulas set forth in Appendix B of this Agreement, teaching load, for purposes of this Article 3, Section 11 (a, b, c) above, shall be calculated as follows:

$$\frac{\text{Hours per semester of reassigned time}}{360 \text{ (see note)}} = \text{percentage of load}$$

Note: "360" represents 5 (months) times 4 (weeks) times 18 (hours per week as agreed in past calculations for both lecture and lab hours).

Section 12. Reduced Load

Upon the written request of the Federation, at least six (6) weeks in advance of the beginning of any semester, the District shall grant a reduction in load to Faculty Members designated by the Federation. Such reduction in load for all such Faculty Members collectively shall not exceed one hundred percent (100%) per semester in addition to the reassigned time provided by Section 11. Such load reduction granted pursuant to Section 11 and this Section shall not affect the Faculty Member's eligibility for sabbatical leave, summer school priority, or eligibility for other leaves as

herein provided. The Faculty Member's benefits as provided in Article 17, Insurance Benefits, will be maintained. The Federation shall, for any such reduction in load pursuant to this Section, reimburse the District at the cost to the District of the replacement for the Faculty Member at the Part-Time Faculty Member's stipend rate, the overload rate or the rate of replacement, whichever is applicable.

Section 13. Acknowledgment

In the Catalog and any official Faculty Handbook that is prepared by the District, the District shall acknowledge that the Federation is the exclusive representative of Faculty Members and shall list the Federation's current officers.

Section 14. Campus Facilities

The District shall provide the Federation with leased office space on campus and on-campus phone service. The lease rate will not exceed the prevailing rate in the immediate area and will be negotiated yearly. The District shall list the location and phone number of the Federation in the campus telephone directory. The Federation shall be allowed reasonable use of District reproduction and fax services during regular business hours at the Federation's expense. Mail delivery will be provided as long as such delivery does not interfere with normal District services. The Federation shall be responsible for all postage, outgoing bulk mail, and phone services.

Section 15. Conference Attendance

The Federation will be entitled to five (5) person days per year release time for designated Federation representatives to attend conferences. All conference expenses will be the responsibility of the Federation, unless funding is requested and approved through regular District processes for conference attendance.

Section 16. Parking

The District will provide, or allow the Federation to purchase, at the current rate charged to staff, up to two (2) parking permits which will allow Federation office staff to park in staff parking.

ARTICLE 4

INTRACOLLEGIATE RELATIONS

Section 1. Academic Senate

The El Camino College Academic Senate, which is chartered to provide the faculty with a formal and effective procedure for participating in the formation of District policies on academic and professional matters, will continue that role as is outlined in Board Policy, adopted August 7, 1972. The Policy may be amended by the Board of Trustees when such amendment is recommended jointly by the District and the Academic Senate. The Academic Senate shall have no jurisdiction over matters specifically delegated to the Federation or to any joint District-Federation committee by terms of this Agreement.

Section 2. Curriculum

Curriculum will be governed by Board Policy, Curriculum Review and Approval, which provides for the responsibility and the authority of the Academic Senate to consider and make recommendations on curriculum matters. Procedures to implement this policy may be found in the Curriculum Handbook.

Section 3. Textbook Adoption

The procedures for textbook adoption and cancellation shall continue as set forth in Board Policy, and as amended from time to time. The District shall consult with the Federation as to any changes in this policy.

Section 4. District-Federation Consultations

The President of the College and the President of the Federation, or their designees, will meet at least once each semester or upon the request of either person to discuss the definition of educational objectives of the College and matters that would facilitate the implementation of the Agreement. By mutual agreement, they may include other persons as participants in any such meetings.

Section 5. Faculty Selection

(a) The selection process for Faculty Members shall be in accordance with the hiring policies/procedures adopted by the Board of Trustees for Full-Time, Part-Time, and Temporary Faculty Members, attached hereto as Appendix M.

(b) In the event the Academic Senate and the Board of Trustees change Appendix M in a manner that either the District or Federation believes significantly impacts working conditions covered by this Agreement, either the District or the Federation may, upon written notice to the other, reopen this Section 5.

Section 6. Administrator Selection And Evaluation

(a) The District shall continue its existing policy respecting involvement of Faculty Members in the process of selection of administrators. Any revision of such policy shall be subject to consultation with the Academic Senate.

(b) The District shall, in the evaluation of certificated management personnel, solicit information and opinions from those Faculty Members, if any, who are supervised by such administrators.

Section 7. Part-Time Faculty Selection

During the academic year in which the need for a Part-Time Faculty Member occurs, Part-Time Faculty Members may be appointed for the same academic year by the Dean from among the pool of applicants deemed acceptable after the initial interview process without engaging in any other hiring process.

Section 8. Part-Time Faculty Handbook

A committee jointly comprised of Federation, Academic Senate, and District representatives will be established and shall prepare a handbook for Part-Time Faculty. This will be finalized within six (6) months following ratification of this Agreement. This handbook will be approved by and may only be changed with the approval of the Federation, Academic Senate, and the District.

ARTICLE 5

ACADEMIC FREEDOM AND RESPONSIBILITY

Section 1. Purpose

Recognizing that the free search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Federation will strive to promote and to protect academic freedom.

Section 2. Protection of Faculty Members

A Faculty Member shall not be subject to any adverse action affecting the Faculty Member's employment status with the District:

(a) For exercising the freedom to examine or endorse unpopular or controversial ideas either in classroom teaching or in discussions with students as is appropriate to the course content, or in academic research or publication. Nonetheless, the Faculty Member shall attempt to be accurate, objective, and respectful of the opinions of others.

(b) For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.

(c) For speaking or writing as a citizen, provided (1) that the Faculty Member recognizes the special obligations of a member of the education profession, and (2) that the Faculty Member clearly indicates that he or she is not speaking for the College or the District.

(d) Concerning librarians, for making available the library's books and materials presenting all points of view including library materials of interest, information, and enlightenment without regard to the race or nationality or the social, political, or religious views of the authors.

Section 3. Limitations

The following political activities shall, however, be prohibited, although nothing herein shall be construed to limit the discussion and study of politics and political issues when such discussion and study are appropriate to a specific course of instruction:

(a) Political participation as a citizen at times when a Faculty Member is required to render service to the District.

(b) Posting of political circulars or petitions on District premises, except on College bulletin

boards set aside for that purpose; the use of District mail service for the distribution of political materials; interference for political purposes with District employees who are rendering service to the District; or the solicitation of students for political purposes, except that Faculty Members may encourage students to participate in political activities of the students' choice.

ARTICLE 6

CLASSIFICATION OF FACULTY MEMBERS

The District shall classify each Faculty Member covered by the terms of this Agreement as Contract, Regular, Part-Time Temporary, or Full-Time Temporary. Such classification shall be determined by the District according to the provisions of this Article.

Section 1. Contract (Probationary)

(a) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as an Instructor for more than sixty percent (60%) of the full-time teaching load per semester, as defined in Appendix B, during the first four (4) years of such service with the District shall be classified as contract (probationary). A Part-Time Faculty Member exceeding sixty percent (60%) of a full-time teaching load as a result of serving in a substitute capacity shall not be placed on the full-time salary schedule if the substitute service is less than or equal to eight (8) consecutive weeks during the semester.

(b) Except as otherwise provided in Section 5 of this Article, a Faculty Member who is employed by the District as a Registered Nurse, Nurse Practitioner, a Physician's Assistant, a Counselor, an Athletic Coach, a Faculty Coordinator, or a Librarian, and is required to serve an academic or fiscal year, as the case may be, shall be classified as contract (probationary) during the first four (4) years of such service with the District.

Section 2. Regular (Permanent)

(a) Except as otherwise provided in Section 5 of this Article, a Faculty Member who has served as a contract Faculty Member for four (4) consecutive years and who is employed by the District in the subsequent and following years, shall be classified as regular (permanent). A Faculty Member may be classified as regular at sixty percent (60%) or more of a full load.

(b) No Faculty Member shall gain permanent status on any assignment or employment by the District which is in addition to a full-time regular assignment and such additional assignment or employment may be terminated by the District at any time.

(c) Nothing within this Article shall be construed as permitting a Faculty Member to acquire regular classification with respect to winter or summer school assignment nor shall such assignment

be included in computing the service required as a prerequisite to, attainment of, or eligibility for classification as a contract or regular Faculty Member of the District.

(d) No Faculty Member shall hold regular status with the District while holding regular status in another district. Full-time employment with the District is the Faculty Member's primary employment obligation.

Section 3. Suspension, Dismissal, and Layoff

Any action by the District to suspend, dismiss, layoff, or reduce the load of a Faculty Member employed pursuant to Section 1 or 2 of this Article shall be governed by the applicable State law respecting such action. Should there be a conflict between the applicable State law pertaining to certificated reduction in force and this subsection, the applicable State law will prevail. If the applicable State law changes during the term of this Agreement, the District and the Federation will discuss the impact of such changes.

(a) Faculty Service Areas

(1) Faculty Service Areas (FSA's) will become operative only in the event of a layoff. A Faculty Service Area is defined as a service or instructional subject area or group of related service or instructional areas performed by or taught by faculty.

(2) For purposes of this Section, a Faculty Member will be considered competent to render a service (defined as teaching, counseling, nursing, coaching, or service as a librarian or coordinator) if he or she is competent in one or more FSA's.

(3) Except as provided in subsection (a)(4), a Faculty Member will be deemed qualified and competent in a Faculty Service Area if the Faculty Member either:

(i) holds a valid teaching credential in that discipline,

OR

(ii) meets state minimum qualifications in the discipline, except for biological sciences where the local qualifications will be used, OR

(iii) has been granted an equivalency in the discipline in accordance with procedures established by the equivalency policy and adopted by the Board of Trustees.

(4) In the following FSA's (office technologies, computer information systems,

studio art, commercial art, dance, drama/theater arts, instrumental music, vocal music, learning skills) specialized skills are required. Verification of such skills will be done by a committee consisting of the Dean of the Division or designee, Federation designee from outside the discipline and two (2) tenured Faculty Members selected by Faculty Members in the discipline with three of the four Faculty Members agreeing that the requisite skills have been demonstrated. Demonstration of skills may be by work experience or portfolio or performance. If a sufficient number of tenured Faculty Members are not available, the Federation and District will jointly select alternate Faculty Members.

(5) Each Faculty Member will be assigned one or more FSA(s) at the time of initial hire.

(6) A Faculty Member, including those in their first year of employment, may apply for additional FSA(s) if they meet the qualifications and competency requirements. All applications for additional FSA(s) will be made to Human Resources by January 15 of each year and a determination will be made prior to April 1 of that year. The record of assigned FSAs will be maintained in the Faculty Member's personnel file.

(7) Faculty Service Areas which will be utilized as described above are set forth in Appendix G of this Agreement. A modification of Appendix G may be made between the President of the Federation and the President of the College.

(8) Any dispute regarding assignment or denial of a FSA shall be processed pursuant to Article 22 of this Agreement.

(b) Reduction In Force Procedure

Should a situation arise which could result in a layoff of Faculty Members, the District shall provide the Federation with a written statement of the basis for the decision with supporting data and projected reductions that may be needed. Upon the request of either party, the District and the Federation shall meet promptly to discuss the impact of such action and any possible alternative courses of action. In the case of a reduction in force, the District shall notify the Federation in writing of the names of all Faculty Members to be laid off. This notice shall be given simultaneously with notification to the affected Faculty Members. This procedure shall also include all notifications of re-employment following a layoff.

(c) Application Of Seniority

The District shall furnish the Federation with an updated seniority list of regular and contract Faculty Members by the fourth week of each fall semester. Consistent with applicable state law, seniority shall commence on the first day on which the Faculty Member renders paid service in a contract position. The seniority of Faculty Members with the same hire date will be determined by lot.

(d) Pre-Condition To Layoff

Prior to any regular Faculty Member being laid off or having his/her load involuntarily reduced, the following must occur:

(1) Non-retention of Part-Time Temporary and Full-Time Temporary Faculty Members rendering the particular service(s) in question.

(2) Non-retention of contract Faculty Members rendering the particular service(s) in question.

(e) Re-Employment Rights

(1) Re-employment of Faculty Members on layoff status will be administered by the College in accordance with the then-applicable provisions of the Education Code.

(2) Faculty Members on layoff who wish to be re-employed shall keep Human Resources apprised in writing of their current mailing addresses and telephone numbers, and of any changes in their qualifications.

(3) When actual vacancies occur in any Faculty Service Area, the District shall notify, in seniority order, the laid-off Faculty Member(s) in such Faculty Service Area. This notice shall be sent by certified mail to the Faculty Member's current mailing address on file with Human Resources forty-five (45) days before the contemplated first day of re-employment of the Faculty Member or immediately upon the District learning of such vacancy if within forty-five (45) days of the course/assignment beginning date. The notified Faculty member shall notify the District in writing of his/her acceptance or rejection within ten (10) days of mailing by the District. Failure to do so shall mean the Faculty Member has waived his/her reappointment right to the vacancy stated in the notice from the District. Such Faculty Member shall retain the Faculty Member's seniority position on that Faculty Service Area list for the period of time provided by the Education Code.

(4) As to any Faculty Member who is re-employed, the period of absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service, and such Faculty Member shall retain all rights to contract or regular status, as the case may be, in accordance with the applicable provision of the Education Code, including the requirement of four (4) years' active service for eligibility to move from a contract position to a regular position.

(5) All partially or completely laid-off Faculty Members, upon any partial reinstatement, shall be paid the pro-rata salary equivalent to their step and column placement on the permanent salary schedule at the time of their layoff.

(f) Retraining Program

(1) Upon the initial notification of the intent to lay off any regular Faculty Member, the District shall specify no less than three (3) Faculty Service Areas in which retraining may take place. Within six (6) months of the initial notification of the intent to lay off any regular Faculty Member, the Faculty Member may submit a written application for participation, specifying the course work and the institution to provide the retraining in one of the three (3) Faculty Service Areas specified by the District.

(2) The District shall reimburse the Faculty Members for all reasonable and documented costs up to a maximum of Seven Thousand Two Hundred Dollars (\$7,200.00) per year for tuition, fees, books, transportation, and other course materials for participation in approved programs for a period not to exceed twenty-four (24) months following the effective date of layoff. Reimbursement shall be processed based on evidence of successful completion of each term's course work.

(3) A Faculty Member who completes any program that qualifies the Faculty Member for any discipline other than the one from which the Faculty Member was laid off has the responsibility to inform the Office of Human Resources in writing at the completion of such program. A Faculty Member who is deemed to have qualified for teaching in such other discipline shall be granted an interview in that discipline whenever a selection for new hire is being made in that discipline. An interview will be granted within the first thirty-nine (39) months following the effective date of layoff. The District is not required by the terms of this Agreement to rehire any Faculty Member in a new discipline for which the Faculty Member was

retrained under the provisions of this program.

(g) Continuation Of Insurance Benefits

(1) A laid off Faculty Member shall be eligible for continuation of insurance benefits in effect immediately prior to the date that the Faculty Member is notified of layoff. The insurance benefits which may be continued are the medical, dental, and vision plans. These plans will continue to be paid by the District for a period of three (3) months after the effective date of layoff for Faculty Members with less than five (5) years' service, six (6) months for Faculty Members with five years' service, but less than ten (10) years of service, and nine (9) months for Faculty Members with ten (10) or more years of service. During the continuation period, the Faculty Member will be required to continue any self-payment the Faculty Member was making prior to layoff. As soon as the Faculty Member becomes eligible for medical insurance benefits through another employer, the District's obligation to maintain the insurance benefits terminates. In the event that a laid-off Faculty Member dies during the continuation period, the District shall continue the dependent insurance benefits for the qualified beneficiaries of the Faculty Member for the balance of the continuation period.

(2) At the conclusions of the continuation period, the Faculty Member will be given the opportunity to continue the benefits pursuant to COBRA. The District will attempt to obtain the consent of each insurance carrier to extend such COBRA self-pay provisions for the entire period of time that the Faculty Member has reemployment rights.

(h) Severance Grant

The District will provide each laid-off Faculty Member with a severance grant which shall be paid within thirty (30) days following the effective date of layoff. The amount of the severance grant will be based on the following schedule:

Less than five (5) years of service:	\$5,000.00
Five (5) years, but less than ten (10) years of service:	\$6,000.00
Ten (10) years or more of service:	\$7,000.00

Section 4. Part-Time Temporary

A Faculty Member may be employed by the District as an Instructor for sixty percent (60%) or less of a full-time teaching load, as defined in Appendix B, and shall be classified as Part-Time Temporary. Such Faculty Member shall not become a contract (probationary) or regular (permanent)

employee of the District while so employed, and may be assigned or not assigned such course, or courses, from semester to semester as the District may determine. Program needs, past successful experience in the District and affirmative action goals will be among the factors considered in determining class assignments for Part-Time Faculty Members. Such determinations are not grievable.

Section 5. Full-Time Temporary

(a) Regular Full-time Temporary

A Faculty Member who is employed and assigned more than sixty percent (60%) of a full-time load as a Faculty Member during a particular semester shall be classified as a Full-Time Temporary during that semester. If such a Faculty Member is employed by the District beyond two (2) semesters within any period of three (3) consecutive years, such Faculty Member shall be reclassified as contract (probationary) under the provisions of Section 1 of this Article and the previous two (2) semester's employment as a Full-Time Temporary Faculty Member shall be deemed one (1) year's employment as a contract (probationary) Faculty Member for the purposes of acquiring permanent status as provided in Section 2 of this Article, except those full-time temporary faculty hired pursuant to Section 5(b) of this Article.

(b) Categorically Funded Full-Time Temporary Faculty (Non-Tenure)

In accordance with the provisions of California Education Code 87470, which is incorporated herein by reference, full-time temporary faculty employed under contract in categorically funded projects are not subject to the provisions of Section 5(a) of this Article and shall not become contract (probationary) Faculty members nor obtain permanent status at the conclusion of the funding period. However, at the close of the funding period, if a determination is made that the position is to become permanent, the provisions of Article 4, Section 5 (Faculty Selection) and Appendix —1 (Tenure Track Faculty Hiring Procedures) shall be invoked.

The District and Federation shall meet and negotiate a Memorandum of Understanding to clarify special assignments, teaching and non-teaching load for Part-Time Faculty. The goal for completion of this task is the conclusion of the Academic Year 2002. Sections 4 and 5 of this Article shall remain in full effect until the Memorandum of Understanding is ratified and adopted.

Section 6. Notice Of Employment

(a) The District shall determine the classification of each Faculty Member at the time of employment and thereafter during each subsequent spring semester. At the time of initial employment, each new Faculty Member shall receive a written statement indicating the classification and the salary to be paid.

(b) Any Faculty Member not classified as regular (permanent) who fails to signify acceptance within forty-five (45) consecutive calendar days after notice of election or employment has been given or mailed to that Faculty Member, in accordance with Education Code provisions, shall be deemed to have declined the employment, and service with the District may be terminated.

(c) If, without good cause, a regular (permanent) Faculty Member fails prior to July 1 of any year to notify the District of an intention to remain or not to remain in the service of the District and a notice of employment has been personally served or mailed to that Faculty Member in accordance with Education Code provisions prior to May 30, such Faculty Member shall be deemed to have declined employment, and service with the District may be terminated on June 30 of that year.

Section 7. Notification

If the District initiates written notice of suspension, dismissal, or layoff proceedings respecting any regular Faculty Member, as provided in Section 3 of this Article, it shall notify the Federation of such action within five (5) working days, unless the Faculty Member has advised the District in writing of objections to such notification.

Section 8. Voluntary Transfer

A Faculty Member may apply for a vacant full-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the adopted Hiring Procedures. In the event that the Faculty Member is selected for such a position, his or her salary will be set in accordance with the established salary schedule and criteria.

Section 9. Involuntary Transfer

(a) In the event a Faculty Member is transferred involuntarily (in lieu of layoff or due to program cutbacks in the Faculty Member's discipline) and the transfer results in a change from the Vocational Salary Schedule to the Academic Salary Schedule, the Faculty Member will retain his or her salary for one year. At the end of that year, the Faculty Member's salary will be stepped down to the Academic Salary Schedule over a two-year period, fifty percent (50%) each year. The affected Faculty Member would have the option to return to a position for which he/she qualifies which is on the Vocational Salary Schedule should such a position become available.

(b) If the District transfers a Faculty Member from a primary teaching assignment (fifty percent (50%) or more) in one discipline to another, it shall notify the Federation of such action at least five (5) working days prior to such transfer.

Section 10. Teaching Part-Time In Another Discipline

A Faculty Member may apply for a vacant part-time position in a discipline other than the discipline in which the Faculty Member was originally hired. Any such request will be processed in accordance with the established part-time hiring procedures. If selected, the Faculty Member's assignment will be treated as a part of the Faculty Member's load or overload.

ARTICLE 7
CALENDAR

Section 1. Calendar

During the fall semester of each school year, the District shall establish a calendar committee which shall be comprised of a representative or representatives of various campus organizations. A majority of the members of this committee shall be appointed by the President. The function of this committee is to recommend to the President and the Board of Trustees of the District a school calendar for the following two years, through the end of the summer session of the second year, to be adopted by the District. The Federation shall be entitled to appoint two (2) voting members as its representatives on the committee. The Academic Senate shall be entitled to appoint two (2) members as its representatives on the committee. Calendar changes that impact working conditions will be subject to negotiations.

Section 2. Committee Recommendations

The calendar committee shall make recommendations for a school year in compliance with the Education Code. The calendar shall include an academic year consisting of fall and spring semesters, summer sessions, and other academic sessions as may be developed in the future.

It is understood that the District may add an additional unscheduled day or days to the calendar in the event any day or days are "lost" due to uncontrollable circumstances. The recommended calendar shall include the stipulated holidays as provided by Article 15.

ARTICLE 8

HOURS AND WORKING CONDITIONS

Section 1. Days of Service In An Academic Year

Faculty Members who are employed on an academic year basis will be required to perform professional services for the District each academic year for 175 days. The assignment of the days of service for each academic year of the District will be determined by the school calendar adopted by the District.

Section 2. Weekly Hours Of Service - Instructors

Instructors are employed for a basic work week of forty (40) hours to be comprised of lecture hours or their equivalent as set forth in Section 6 of this Article, office hours as set forth in Section 3 of this Article, unscheduled teaching-related hours, scheduled department/division meetings, and College meetings where attendance for all Full-Time Faculty Members is mandatory except when the Faculty Member receives prior approval from the Dean to be absent from the scheduled meeting, and other professional responsibilities to the Faculty Member's discipline and to the institution. Each Instructor shall have office or class hours of a minimum of two and one-half (2-1/2) hours per day, four (4) days per week, Monday through Friday. If, however, an Instructor is assigned Saturday classes as part of a normal teaching load, that Instructor shall be entitled to at least one (1) day free of assignment during the Monday through Friday school week.

As to District-wide committees whose members represent a particular Division (e.g. Academic Senate, Curriculum Committee, etc.) each Division shall determine a mechanism for nominating and selecting faculty on an equitable basis to fill all such committee positions, which mechanism must be consistent with the rules for nomination/selection of the particular committee. In the event the selected mechanism fails to produce a nominee or assignee, the dean and the senior representative of the Academic Senate from the Division shall select the nominee(s) and/or assignee(s).

Section 3. Instructor Office Hours

Office hours are to be scheduled to meet the needs of students and the needs of the educational program of the College.

(a) Each Full-Time instructor will maintain an office time schedule of at least three (3) hours on campus, or at a designated workplace that is mutually agreeable to the Faculty Member and his/her Dean, for the purpose of consulting with students. One (1) office hour each week will be scheduled for each twenty percent (20%) of lecture load, or major portion thereof, to a maximum requirement of five (5) office hours per week.

(b) Office hours in support of online lecture courses may be held in the Faculty Member's office, online, or a location mutually agreed to by the Faculty Member and their Dean. Full-Time Faculty Members will be encouraged to hold at least one (1) office hour online.

(c) Faculty Members with an office hour obligation greater than three (3) hours per week must hold those office hours on no fewer than three (3) days per week.

(d) Each scheduled period of office time shall be no less than thirty (30) minutes in duration. At the beginning of each semester, the Instructor shall prepare and submit a proposed schedule of office hours to the Dean of the division for approval. Such approval shall not be unreasonably withheld. The Dean will maintain a list of the approved office hours scheduled in the division, and the Instructor shall post the approved office hours on the Instructor's office door.

(e) A Dean and an Instructor may agree to substitute additional laboratory hours, learning center hours, or other approved activity hours in lieu of office hours and such hours shall not be credited to the Instructor's teaching load.

(f) For winter or summer session assignments, all Instructors (full time and part time) who have an assignment of ten (10) or more hours per week (six or eight week session), or twelve (12) or more hours per week (five or seven week session), will maintain two (2) office hours per week. Instructors with a load of less than these hourly limits will maintain one (1) office hour each week. For each Distance Education course taught during the winter or summer session, the Instructor will maintain one (1) scheduled office hour, exclusive of class meetings and examinations.

Section 4. Examination Period

During the period of semester examinations, each Instructor and each Part-Time Instructor shall report to meet the regularly assigned examination schedule taught by that Instructor. All Full-Time Instructors shall also schedule during the examination period three (3) office hours on not less than three (3) days with at least one (1) hour to be scheduled on the last day of the Instructor's

examinations. Proportionate office hours shall be scheduled for those Instructors carrying reduced loads.

Section 5. Instructional Objectives

In the interest of continuing to provide quality education for each tax dollar expended, this Agreement contemplates an instructional program which will be designed to achieve an average weekly student contact per Full-Time Instructor equivalent at the first census count each semester of 530 hours. The program design anticipates the implementation of innovative approaches to instruction, such as open laboratories, individualized instruction, team teaching, differentiated class sizes, and the use of support personnel to assist Faculty Members engaged in special programs. It also entails experimental classes devised by the Division Load Committees established pursuant to Section 8 of this Article. The Committees shall study the effects of class size variations upon educational effectiveness and include such analysis in a Committee report to the Division faculty.

Section 6. Instructor Teaching Load

The normal teaching load for full-time Instructors will be calculated on a full-load equivalency, (based on the El Camino College traditional eighteen week semester) which shall be fifteen (15) lecture hours or twenty (20) laboratory hours, subject to an allowable deviation as set forth in detail in the Teaching Load Policy, Appendix B of this Agreement. The laboratory hour load for physical education activities shall be twenty-two (22) laboratory hours; however, physical education major's courses and intercollegiate athletic courses shall carry a laboratory load of twenty (20) hours. The Division Load Committee established pursuant to Section 8 of this Article may increase the laboratory load for any laboratory load of twenty-two (22) hours, subject to an allowable deviation as set forth in detail in the Teaching Load Policy, Appendix B of this Agreement.

Section 7. College Load Review Committee

A College Load Review Committee shall be established composed of the Vice President - Academic Affairs, who is designated as chairperson of the Committee, the Vice President - Administrative Services, or a person designated by the Vice President - Administrative Services, a Dean of Instruction appointed by the President of the College, and three (3) Faculty Members, each

from a different division not represented by a Dean of Instruction appointed to the Committee, appointed by the President of the Federation. The Committee members shall serve for the term of this Agreement. This Committee shall be responsible for:

- (a) Monitoring the Teaching Load Policy set forth in Appendix B of this Agreement;
- (b) Making recommendations to the District and the Federation for amending such policy;
- (c) Approving or disapproving, after review, of requests for innovative instructional practices, including those which would assist in the attainment of the instruction objectives set forth in Section 5 of this Article;
- (d) Setting such average weekly student contact hours (WSCH) per full-time equivalent objectives for each instructional division as are deemed necessary to attain the objectives set forth in Section 5 of this Article. In the event the Committee is unable to set such objectives, by majority vote, the Vice President - Academic Affairs will set such divisional objectives, provided that the Vice President - Academic Affairs does not take such action more than thirty (30) days prior to the establishment of the class schedule.

Section 8. Division Load Committee

(a) Within each instructional division, a Division Load Committee shall be established, composed of the Dean of the Division, who is designated as chairperson, and three (3) Faculty Members, one (1) appointed by the Dean and two (2) elected by the Faculty Members of the Division, which members shall serve for the term of this Agreement. The election shall be conducted by the Federation representative of the Division. The Division Faculty may recommend in plenary session (Division Meeting) any variation of numbers or means of attaining membership that will ensure effective representation on the Committee. The Division Dean must approve any recommended variation.

(b) Each Division Load Committee will recommend class sizes for all classes and may adjust laboratory course loads for any laboratory classes within the division and within the parameters set forth in Section 6 of this Article, subject to the review of the College Load Review Committee.

(c) Each Division Load Committee will examine any cases within its jurisdiction involving Instructors who teach a class in which, during each meeting: (i) two or more courses are taught by the same Instructor, and (ii) for each course substantially different subject matter is presented which

requires separate preparations. The Division Load Committee may recommend additional load credit in these instances beyond the load credit previously allowed. Such an action by the Division Load Committee is subject to the approval of the College Load Review Committee. The District will notify the Federation of decisions made by the College Load Review Committee in these cases.

(d) The Division Load Committee will otherwise plan the instructional program of the division in such a manner that it may achieve the average WSCH divisional objective established by the College Load Review Committee. In the event the Committee is unable by a majority vote to agree on the plan to reach the division objective, the Dean will devise such a plan, provided that the Dean will not take such action more than fifteen (15) days prior to the establishment of a semester's class schedule. The Division plan will be forwarded to the Vice President - Academic Affairs. If the Vice President - Academic Affairs determines that a plan is unlikely to achieve the division objective, the College Load Review Committee will be convened to revise the plan.

(e) The College Load Committee shall meet at least once each year and shall set a minimum number of meetings and the deadlines for such meetings for the Division Load Committees.

Section 9. Teaching Schedules

The schedule of classes for each semester shall be planned to accommodate the needs of students and to utilize classroom facilities efficiently. Before teaching schedules are assigned, each Instructor will be provided an opportunity to present in writing the Instructor's schedule preferences with regard to courses to be taught, day and evening classes (minimization of time period between the Instructor's first and last class each day and maximization of the time period between the end of the Instructor's last class one day and the beginning of the Instructor's first class the following day), off-campus classes, number of different course preparations, maximum consecutive hours of lecture/laboratory hours, the desire for overload, and room preferences. The Dean will take under consideration the Instructor's preferences in making class assignments and shall not arbitrarily disregard such preferences. An Instructor shall not be assigned an overload without the Instructor's consent, except as required by the balancing provisions of the Teaching Load, Appendix B. An Instructor shall not be assigned Saturday classes or an assignment for substitute teaching without the Instructor's consent unless there is no other qualified Faculty Member available for such assignment. If an Instructor must be assigned, without the Instructor's consent, to Saturday classes, the Instructor

shall not be assigned duties on Mondays, provided the Instructor is not teaching a voluntary overload assignment. Those Faculty Members whose loads are split between two or more Divisions shall not arbitrarily have the ratio of their load changed. The Dean or Deans will take into consideration the Faculty Member's preference in establishing loads and shall not arbitrarily disregard such preferences. There shall be no transfer of Faculty Members from one Division to another without prior consultation with the Faculty Member.

Section 10. Classroom And Worksite Management

The District shall not, without reasonable cause, preempt the authority of the Faculty Member:

- (a) to determine methods of assessing student performance;
- (b) to assign grades to students;
- (c) to drop students from the class for excessive absences;
- (d) to recommend expulsion of students for reasonable cause in accordance with Board Policy;
- (e) to utilize appropriate student assignments;
- (f) to utilize appropriate instructional materials, techniques, and aides;
- (g) in the case of an Instructor, to remove a student from his or her class for the day of the removal and the next class meeting, pursuant to Board Policy and Education Code Section 76032.
- (h) in the case of a non-Instructional Faculty Member, to remove a student from his or her worksite for the day of the removal and the next school day, pursuant to principles of good management, safety and security.
- (i) to give verbal or written notice to a student that continuation or repetition of specific conduct which is in violation of Board Policy may be cause for disciplinary action. In addition, any Faculty Member may make the following recommendations for disciplinary action to the Dean in his/her Division:
 - (1) Formal written reprimand
 - (2) Restitution
 - (3) Disciplinary probation

(4) Suspension.

Nothing in this Section shall preclude evaluation panels from reviewing the above items in evaluating the Faculty Member's performance.

Section 11. Athletic Coaches Reassignment

A Full-Time Faculty Member who has a coaching assignment may request to be released from such assignment. Such request shall be submitted in writing to the Dean of Health Science and Athletics who shall promptly forward the request with a recommendation to the Vice President - Academic Affairs, who shall meet with the Vice President - Student and Community Advancement, the Dean, and the Athletic Coach requesting such release. Upon review of all the circumstances, the Vice President - Academic Affairs, shall grant or deny the request in writing. A Faculty Member initially employed after July 1, 1990, with a partial or full coaching assignment who requests release from his/her coaching assignment and such request is granted by the District will be guaranteed a minimum load of seventy percent (70%) per semester. After a minimum of twelve (12) consecutive years in the coaching assignment, the Faculty Member who requests and is granted a release from his/her coaching assignment will be guaranteed a full load so long as such full load will not cause the layoff of another Full-Time Faculty Member.

Section 12. Voluntary Assignments

Assignments to student-teaching supervision and teaching students enrolled in independent study programs are voluntary.

Section 13. Offices

Each Full-Time Faculty Member shall be provided with an office area equipped with a desk, two (2) chairs, filing cabinet, book shelves, and a phone with a personal extension. The District will use its best efforts to provide each Full-Time Faculty Member with reasonable access to a computer printer. This office area may be shared with one (1) or more Full or Part-Time Faculty Member(s) as determined by the Dean or designee in consultation with the Faculty Member. A Full-Time Faculty Member will not be required to share a desk with any other Faculty Member.

Section 14. Student Assistants

The District will allocate a total of five thousand (5,000) hours of student assistance each semester to be calculated at the Student Help I rate of pay. The amount allocated for student assistance shall be distributed to each division by the College Load Review Committee in accordance with instructional objectives as provided in Section 7, and to Instructors by the Division Load Committees in accordance with the division objectives as provided in Section 8.

Section 15. Part-Time Faculty Members

Sections 1, 2, 3 (except for winter or summer session teaching), 11, 13, and 20 of this Article shall not apply to Part-Time Faculty Members.

Section 16. Counselors

(a) Counselors may be employed either on a modified academic year basis of one hundred seventy-five (175) days of service or a fiscal year basis. Fiscal Year Counselors are covered by the provisions of Article 14, Vacations, and Article 15, Holidays.

(b) Counselors employed on a fiscal year basis for the 1995-1996 year have the option of remaining on a fiscal year basis or converting to a modified academic year basis as of July 1, 1996, or any subsequent July 1. Such election shall be effective as of the appropriate July 1 by written notification to the Vice President - Student and Community Advancement, prior to June 1 of such year. Such election is irrevocable.

(c) Counselors who elect as of July 1, 1996, to remain on a fiscal year basis may elect with specific written consent of the Vice President - Student and Community Advancement to change to a modified academic year basis for any year or years.

(d) Each Counselor will formulate and maintain a schedule, subject to the approval of the Dean of Counseling and Matriculation, consisting of a basic forty (40) hour work week of professional counseling services. The schedule may be changed or adjusted, subject to the approval of the Dean. The schedule shall include twenty-six (26) hours of student contact a week with a possible reduction of these hours at the Dean's discretion and two (2) hours of on-campus, non-student contact a week. The Dean may require up to thirty (30) hours of student contact a week, during periods of in-person registration, not to exceed four (4) weeks per fiscal year. Each Counselor

will spend no less than thirty-two hours per week on campus (or at the location where a Counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Twenty-eight (28) of the thirty-two (32) hours must be scheduled on a weekly basis. For counselors employed on a modified academic year basis of 175 days, basic service hours per week under the 16-week compressed calendar shall be expanded by 12.5% (45 hours per week). Student contact hours within the week shall be increased proportionally, rounding down to the nearest half-hour. The weekly schedule shall include twenty-nine (29) hours of student contact a week with a possible reduction of these hours at the Dean's discretion and two (2) hours of on-campus, non-student contact a week. The Dean may require up to thirty-three and a half (33.5) hours of student contact a week, during periods of in-person registration, not to exceed four (4) weeks per fiscal year. Each Counselor will spend no less than thirty-six (36) hours per week on campus (or at the location where a counselor's work is scheduled) fulfilling contractual requirements for scheduled and unscheduled time. Thirty-one and a half (31.5) hours of the thirty-six (36) hours must be scheduled on a weekly basis.

(e) Counselors are entitled to all professional privileges afforded to teaching faculty, such as professional development activities. The twenty-six (26) student contact hours (29 hours under the compressed 16 week calendar) may be reduced, with the approval of the Dean, by up to forty (40) hours (as pro-rated by workload) during the fiscal year (45 hours under the compressed 16 week calendar). These forty (40) hours (45 hours under the compressed 16 week calendar) may be used for conferences, workshops, or other professional development, excluding campus committees. Any hours in excess of the forty (40) which are approved for conferences, workshops, etc., will require the counselor to establish additional student contact hours on an hour-for-hour basis. These hours shall be rescheduled within thirty (30) days from the hours missed.

(f) A Counselor who is also assigned a teaching load during the academic year will be governed by the provisions of this Article for such period in the proportion that the Counselor's teaching assignment bears to the normal teaching load as defined in Section 6 of this Article. The balance of that percentage will be assigned as counseling duties as provided by this subsection.

(g) In the event a Counselor is scheduled to work Saturday registration, the appropriate Dean shall not deny any reasonable request to be excused from such Saturday assignment, provided adequate staffing needs are met. A Counselor who is assigned Saturday registration will receive equal

compensatory time off at another time as mutually agreed between the Counselor and the appropriate Dean.

(h) Counselors shall not be eligible for, nor assigned to, any overload teaching assignment, except with the written permission of the Vice President - Student and Community Advancement.

(i) The modified academic year is comprised of 175 days of service. The District may schedule no more than twenty (20) of the 175 days of service prior to and contiguous with the beginning of the fall and/or spring semesters. The modified academic year schedule will be communicated to the affected Counselor by May 1 of the prior academic year. Each counselor will prepare a schedule of substitute days off during the academic year and shall discuss the proposed schedule with the Dean who will approve the schedule if it meets the needs of the District. If not approved, the Dean and the Counselor will develop an alternative acceptable schedule. The schedule of alternative days off shall be determined in writing prior to June 1, of each year, but may be changed by mutual agreement during the year.

(j) A Counselor may request to be relieved of counseling duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate dean and the counselor requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.

Section 17. Librarians

(a) Librarians will be employed on an academic year basis.

(b) The basic work week for Librarians is forty (40) hours, to be comprised of no more than thirty (30) regularly scheduled hours of professional library service. An additional ten (10) hours of professional library service or other non-student contact academic activities will be provided by the Librarian, as determined by the Dean-Instructional Services and the Librarian. The basic work week under the 16 week compressed calendar shall be expanded by 12.5% (45 hours per week). Student contact hours within the week shall be increased proportionally, rounded down to the nearest half-hour. This will include thirty-three and a half (33.5) regular scheduled hours of professional library service. An additional eleven and a half (11.5) hours of professional library service or other

non-student contact academic activities will be provided by the Librarian, as determined by the Director, Learning Resources and the Librarian.

(c) Librarians are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

(d) A Librarian who is assigned a classroom teaching load in addition to the 40-hour professional week during the academic year will be paid for the additional hours at the hourly rate as set forth in Article 10, Section 7(c).

(e) A Librarian may request to be relieved of librarian duties and assigned as an Instructor. Such request shall be submitted in writing to the Dean of the Division who shall promptly forward the request with a recommendation to the appropriate Vice President who shall meet with the appropriate Dean and the Librarian requesting such assignment. Upon review of all the circumstances, the appropriate Vice President shall grant or deny the request in writing.

Section 18. Coordinators

Faculty Coordinators will be employed for a basic work week of forty (40) scheduled hours of professional services. The basic work week under the 16-week compressed calendar shall be expanded by 12.5% (45 hours per week) for those Faculty Coordinators hired on an academic year basis.

Section 19. Registered Nurses, Nurse Practitioners, Physician Assistants

(a) Registered Nurses, Nurse Practitioners, and Physician Assistants in Student Health Services will be employed on an academic year basis.

(b) Registered Nurses, Nurse Practitioners, and Physician Assistants will be employed for a basic work week of forty (40) scheduled hours of professional services including case preparation, staff and committee meetings, and off-site visits for professional development. The basic work week under the 16 week compressed calendar shall be expanded by 12.5% (45 hours per week).

(c) Registered Nurses, Nurse Practitioners, and Physician Assistants are entitled to all professional privileges afforded to teaching faculty, such as professional development activities.

Section 20. Released/Reassigned Time

The Dean must approve, in advance, all released or reassigned time. Released or reassigned time must be served on campus or at the location specified in the grant or other program for which such time is released or reassigned. When calculating released and/or reassigned time, a 40-hour week base is used, and the contractual commitments are reduced by the percentage of the released or reassigned time. See examples for clarification.

Example One

If an Instructional Faculty member is released/reassigned on a 50% basis:

- (a) his/her released/reassigned commitment is 20 hours per week;
- (b) his/her teaching schedule is based upon a 50% load; and
- (c) his/her unscheduled time is the remainder of the 40-hour work week.

Example Two

If a Counselor is released on a 50% basis:

- (a) his or her released time commitment is 20 hours per week on campus;
- (b) his or her student obligation (in addition to any student contact time required by the released time arrangement) is 13 hours per week; and
- (c) his or her contractual non-student contact obligation is 1 hour per week on campus.

Section 21. Graduation

(a) The District and the Federation agree that it is desirable to have as many Faculty Members as possible attend and participate in graduation ceremonies each year. In order to provide a minimum attendance, the Academic Senate shall assign an alternate one-third (1/3) of the Faculty Members each year to participate in the graduation ceremonies. The contractual obligation of the non-participating two-thirds (2/3rds) of the Faculty Members shall be considered fulfilled upon completion of their examinations, office hours, and check-out procedures.

(b) To advance the goal stated in (a), the District and the Federation will encourage Part-Time Faculty Members to attend graduation and extend to them the same opportunity to secure robes and school colors as is extended to Full-time Faculty Members.

(c) In any year in which the total number of faculty in attendance at graduation ceremonies falls below 40% of the Full-Time Faculty Members, 40% of the Full-Time Faculty Members will be required to attend the following year's ceremonies.

(d) The additional faculty chosen to attend, beyond the required one-third (1/3), will be picked by a random drawing in the office of Academic Affairs with Federation representation present.

Section 22. Flex Time Credit

(a) A total of four (4) days shall be set aside for Faculty Development (Flex) during the academic year. A Flex day shall consist of six (6) hours.

(b) The first day of the fall semester shall be a Flex day, with six (6) hours of scheduled activities mandatory for all Full-Time Faculty Members. The morning of the first day of the spring semester shall be three (3) hours of scheduled Flex activities mandatory for all Full-Time Faculty Members. The additional fifteen (15) hours of required Flex activities may be completed with activities selected at the Faculty Member's discretion. If a Faculty Member misses a mandatory Flex day, he/she may make up the time and not be charged for any leave of absence for that day.

(c) Faculty Members on extended leave (e.g., sabbatical, study abroad, faculty exchange, catastrophic illness, etc.) shall have their twenty-four (24) hour Flex obligation proportionately reduced for that academic year.

(d) The Flex requirements shall apply equally to Full-Time Temporary Faculty Members, with the twenty-four (24) hour requirement pro-rated if the assignment is less than 100%.

Section 23. New Faculty Learning Academy

Faculty Members, newly hired to a full time tenure track position, may be required by their Dean to attend the New Faculty Learning Academy. The New Faculty Learning Academy will consist of up to four (4) two (2) hour sessions in the first fall semester of their employment. The District shall provide Flex Time credit, hour for hour, for all new Full-Time Faculty Members who attend.

ARTICLE 9

WINTER AND SUMMER SESSION ASSIGNMENTS

Section 1. Procedure

Each academic year, during the first week of scheduled development for the winter session or summer session, the Deans of the instructional divisions will provide Faculty members who desire to teach, a tentative schedule and the opportunity to submit their requests for winter or summer session teaching assignments. The Deans of the instructional divisions will review these requests and will make tentative winter or summer session assignments to Faculty members in their divisions based on the priority position of Faculty members in accordance with Section 2 of this Article.

Section 2. Priorities

(a) Faculty Members shall have a preference in priority order in choosing among winter and summer session classes which are to be offered (which they are qualified to teach) and among the times the classes are offered.

(b) Each Dean shall determine, among those Faculty Members by department in the division who request a teaching assignment during the winter or summer session, those who are qualified by virtue of prior experience and training for such assignments. For ITV courses, preference will be given in priority order to Faculty Members who have taught ITV courses. For purposes of this Article, a Faculty Member will be considered a member of that department in which the Faculty Member teaches the majority of his/her teaching load, including overload, during the then-current academic year. No Faculty Member will earn priority in more than one (1) department; however, priority in one department does not preclude a teaching assignment in another department. For purposes of this Article, a list of departments will be developed and maintained by each division council.

(c) (1) WINTER SESSION: A list of Faculty Members by department in the order of their current year winter session priorities will be prepared and distributed to all the members of the division by each Dean within twenty (20) working days after the beginning of the spring semester.

(2) SUMMER SESSION: A list of Faculty Members by department in the order of their current year summer session priorities will be prepared and distributed to all the members of the division by each Dean within twenty (20) working days after the beginning of the fall semester.

Any problems respecting the equitable application of departmental designation for winter or summer session priorities will be resolved by the concerned Dean and the President of the Federation, or designee, prior to June 1st for winter session and December 1st for summer session. The decision of the Dean and the Federation President, or designee, is final and binding and is not subject to the grievance procedure.

(d) Assignments to winter or summer session teaching will be made among those qualified according to the priorities designated in Section 4. If there are more qualified Faculty Members in any priority than there are positions available in that priority, the choice among the qualified Faculty Members in that priority will be based on the Faculty Member's length of service with the District. Where the length of service is equal, the selection will be determined by highest placement on the seniority list.

(e) If there are more positions in a given division available than there are qualified Full-Time Faculty Members who desire to teach, and if currently employed Part-Time Faculty Members in that division are qualified for those positions, those Part-Time Faculty Members who have been continuously employed for three (3) semesters or more shall have priority.

(f) The Dean may offer the assignment to any other qualified person if the position remains unfilled after the procedures of this Section have been complied with.

Section 3. Adjustments

(a) It is understood that the list of classes to be taught in the winter or summer session is a tentative list, that classes may be dropped or changed, and that changes in assignments must be made to accommodate those situations. It is also understood that most assignments will be full assignments as defined below in this section, but that some assignments will be partial either due to original planning or later adjustments. For the purposes of assignment distribution in the winter or summer session and establishing winter or summer session priority under Section 4 or Section 5 of this Article, a full teaching assignment equivalency shall be eighteen (18) hours per week. A partial teaching assignment of ten (10) or more hours per week for six or eight-week sessions or twelve (12) or more hours per week or five or seven week sessions shall count as a full assignment for the winter or summer it was incurred. A partial teaching assignment of twelve (12) or more hours per week for five or seven-week sessions shall count as a full assignment for the winter or summer it was incurred.

A partial teaching assignment of less than ten (10) hours per week for six or eight-week sessions, or less than twelve (12) hours per week for five or seven-week sessions, shall not be counted as a winter or summer assignment except when such assignment combined with a partial assignment for a previous winter or summer within a three (3) year period exceeds fourteen (14) or more hours per week. In such a case, the combined partial assignments totaling more than fourteen (14) or more hours per week shall be counted as a full session teaching assignment for the most recent session in which the Faculty Member has taught.

(b) Each division, by majority vote of the Full-Time Faculty Members in the division, will establish the rules that division will apply in the event that a Full-Time Faculty Member's winter or summer session class is canceled. Such rules will determine if a Faculty Member with a higher priority position may displace another Faculty Member with a lower priority position and the procedures that are to be followed if displacement is to be permitted. Any such decision by a division may be changed by vote of the division's faculty. If displacement is permitted, Part-Time Faculty Members will be displaced prior to Full-Time Faculty Members.

Section 4. Winter Session Priority Schedule

The following schedule is based on a consideration of winters eligible for assignment to winter session teaching and the number and sequence of winters taught (or otherwise employed by the District at a rate of compensation based on the regular salary schedule) during the past three winters. For Full-Time Faculty Members, eligibility for assignment to winter session teaching begins with the first winter following their initial service as contract Faculty Members. Leaves of absence shall have no effect on eligibility for winter session priority. All winter classes taught by a Faculty Member, regardless of the division in which such classes are offered, shall be counted in determining winter session priority.

<i>Number of Current Summers Eligible Priority</i>	<i>Total Summers Taught</i>	<i>Previous Summers Taught*</i>			<i>Current Year Priority</i>
		Column 3	Column 2	Column 1	
3	0	0	0	0	1
3	1	1	0	0	2
3	1	0	1	0	3
3	1	0	0	1	4
2	0		0	0	5
3	2	1	1	0	6
3	2	1	0	1	7
3	2	0	1	1	8
2	1		1	0	9
2	1		0	1	10
1	0			0	11
3	3	1	1	1	12
2	2		1	1	13
1	1			1	14
0					15

* Columns 1-3 reflect the teaching history of the immediate past three winters; *i.e.*, Column 1 refers to last winter, Column 2 to the winter before that, etc.

Section 5. Summer Session Priority Schedule

The following schedule is based on a consideration of summers eligible for assignment to summer session teaching and the number and sequence of summers s taught (or otherwise employed by the District at a rate of compensation based on the regular salary schedule) during the past three summers. For Full-Time Faculty Members, eligibility for assignment to summer session teaching begins with the first summer following their initial service as contract Faculty Members. Leaves of absence shall have no effect on eligibility for summer session priority. All summer classes taught by a Faculty Member, regardless of the division in which such classes are offered, shall be counted in

determining summer session priority.

Section 6. International Education Summer Assignments

(a) Faculty Members chosen for International Education winter or summer assignments cannot be displaced by other Faculty Members who have higher winter or summer priority.

(b) Any winter or summer class taught by a Faculty Member for International Education, regardless of the Division in which such a class is offered, shall be counted in determining winter or summer session priority.

Section 7. Librarians

Each year that the District has a winter or summer session that requires normal library services, at least three (3) Librarians will be assigned each scheduled day of the winter or summer for the winter or summer session period. Selection of the Librarians will be determined by the priority system of Sections 2 and 6 of this Article.

Section 8. Cooperative Career Education

The college may offer Cooperative Career Education classes during the winter or summer sessions covered by the current Agreement. Compensation will remain as stated in Article 10, Section 16. (See Article 10, Section 16(c) for maximum number of students during the covered winter or summer sessions.)

ARTICLE 10
COMPENSATION

Section 1. Definitions

- (a) A Contract, Regular, or Full-Time Temporary Faculty Member as described in Article 6, Sections 1, 2, and 5 is defined as a Full-Time Faculty Member for the purposes of this Agreement;
- (b) All other Faculty Members covered by this Agreement shall be deemed to be Part-Time Faculty Members.

Section 2. Compensation For Full-Time Faculty Members

(a) Full-Time Faculty Members shall be compensated on the basis of an academic or fiscal year contract salary, as set forth in Appendix C-1 and C-2. Appendix C-1 and C-2 are comprised of the Faculty Member Salary Schedules (Academic Year and Fiscal Year) effective January 1, 2001.

(1) Effective, January 1, 2001, the District will increase Appendix C-1 and C-2, and other rates of pay, by 5%. In addition, the District will convert Step 25 to Step 24, and add Step 28 which is Step 24 increased by the difference between Steps 20 and 24.

(2) Effective January 1, 2002, the District will increase Appendix C-1 and C-2 and other rates of pay by the adjusted COLA as described in Appendix N (refer to Article 25, Section 6(c)) plus “the Growth Percentage.” The “Growth Percentage” shall be computed by comparing the funded FTES in the Final Report (320) in October of the year prior to the year in which the calculation is made, to the funded FTES in the Final Report (320) in October of the year in which the calculation is made. For example, “the Growth Percentage” computed in 2000, and added to the Adjusted COLA for the 2001 salary increase, was 1.4%, computed by comparing FTES on the October 1999 Final Report (320) with FTES on the October 2000 Final Report (320), and converting this comparison to a percentage.

(3) Effective January 1, 2003, the District will increase Appendix C-1 and C-2 by the Adjusted COLA, plus the “Growth Percentage.”

(4) In the 2002 and 2003 years, the first 15% of “Growth” funds applicable to the Federation (that is the “Growth Percentage” times the cost of a 1% salary increase for the Federation) shall be used by the District to fund, in whole or in part, the increased cost to

Part-time Lecture Schedule, Appendix D-1, which increased cost was caused by the change from 52% to 56%, or from 56% to 60%. The remaining “Growth” funds applicable to the Federation shall be applied as an across-the-board salary increase for Full-Time Faculty and Part-Time Faculty.

(b) The salary schedules are based upon completion of a full academic or fiscal year, as the case may be, at a one hundred percent (100%) assignment, subject to an allowable deviation in an Instructor's teaching load as set forth in the Teaching Load Policy, Appendix B. Full-Time Faculty Members whose assignment is for less than one hundred percent (100%) or who serve less than a complete year shall be compensated on a pro rata basis.

(c) A Full-Time Faculty Member may request a reduced load for any semester or academic or fiscal year. If the District agrees to such a reduced load, the Agreement will be memorialized in writing between the District and the Faculty Member. The Faculty Member on reduced-load status shall be compensated on a pro rata basis for any period of such reduced load and the office-hour and days on campus obligation shall be reduced proportionately.

(d) If the Full-Time Faculty Member's reduced assignment is fifty percent (50%) or more, the Faculty Member will continue to receive insurance benefits on the same terms as a Faculty Member with a one hundred percent (100%) assignment.

(e) If the Faculty Member's reduced load is below fifty percent (50%) for reasons other than Family Medical Leave or paid leave of absences under Article 11 or Article 13 of this Agreement, the Faculty Member will assume all costs for insurance benefits (District and employee contributions) if he or she wishes to continue coverage.

(f) The Faculty Member may elect, in writing, to cease coverage for medical, dental, vision, and insurance benefits, in lieu of making any required contribution.

Section 3. Initial Salary Schedule Placement

A newly employed Full-Time Faculty Member shall be placed by the District on the appropriate salary schedule, subject to the following provisions:

(a) Class placement will be determined based on official transcripts submitted to the District and the credential(s) held, or applied for, as of the Faculty Member's beginning date of service

with the District. Faculty Members employed to teach specialized vocational courses, as defined by the District, shall be placed on the appropriate class of the salary schedule for "Faculty Members Employed on an Academic Year Basis," Appendix C according to the provisions of the "Vocational Instructors Equivalency Table," Appendix F.

(b) (1) Step placement will be determined by the District, not to exceed a maximum of eight (8) years (Step 9 on the Salary Schedule).

(2) Steps 1, 2, and 3 have been eliminated; thus, a newly employed Faculty Member's initial step placement will be based on years of experience, to wit: those with three (3) years or less experience will be placed on Step 4; those with four (4) years experience will be placed on Step 5, and so on to the limit of Step 9 for those with eight (8) or more years experience.

(3) Step credit shall be granted based on previous full-time teaching experience and for a Counselor or Coordinator shall be granted based on previous full-time experience in that profession within an academic institution or in clinical counseling. For Faculty Members employed as Registered Nurses, Nurse Practitioners, Physician Assistants, and Librarians, or those who teach data processing courses or specialized vocational courses, as defined by the District, credit also will be granted for previous full-time, non-teaching work experience in the vocational field the Faculty Member is employed to teach.

(4) For Instructors who have college teaching experience in an accredited college or university prior to appointment as Full-Time Faculty Members, initial salary placement as provided in subsections (a) and (b) of this Section shall be determined by granting one (1) step on the salary schedule for each full-time academic year of teaching experience or its equivalent in accumulated part-time teaching experience. This rule is also applicable to part-time instructors being placed for summer session compensation purposes.

(5) Step placement for any Faculty Member who has previous part-time experience in either a clinical or college environment as a counselor or coordinator, or who has part-time work experience as a Librarian, Nurse, Nurse Practitioner, or Physician's Assistant, and who is employed for a contract position in any specific classification in which he/she had the part-time experience, shall be determined by granting one year's experience

for each 1,050 hours (for a ten (10) month position) and 1,560 hours (for a twelve (12) month position). A maximum of eight (8) years of experience shall be allowed, including years credited in Subsection (b) of this Section. The maximum credit for any fiscal year is one year of experience.

(6) The above initial placement rules are to be effective as to all instructors who are initially hired as full-time after the effective date January 1, 1999. Those who were initially placed under previous agreement shall remain covered by the rules that were effective at the time of their full-time hire by the District. However, placement for Part-Time Instructors will be subject to adjustment each summer.

Section 4. Step Increments

A Full-Time Faculty Member shall be granted in each subsequent contract year one (1) increment step on the appropriate salary schedule upon satisfactory completion of at least seventy-five percent (75%) of the number of days of required service, including days of paid leave and sabbatical leave, in the preceding year, until the maximum step allowed has been reached.

Section 5. Salary Schedule Class Advancement

(a) To qualify to advance from one class to another class, a Faculty Member shall have completed additional units or degrees as required.

(b) A Faculty Member who qualifies to advance from one class to another class as provided in sub-section (a) of this Section shall file with the office of the Director of Human Resources an application for salary schedule advancement along with required supporting documents including official transcripts or acceptable certification. Placement will become effective beginning with the pay period following approval for salary schedule advancement by the Board of Trustees.

(c) Faculty Members at the top step, moving to Class 4 and 5 will be advanced in Step placement not to exceed two (2) steps for any year, according to the total number of years credit within the District.

Section 6. Acceptable Units And Degrees

Units and degrees acceptable for placement and advancement on salary schedules shall be governed by the following provisions:

(a) Units and degrees acceptable for placement must be earned and received from an institution of higher learning formally accredited by an organization or association belonging to and/or recognized by the Council on Post-Secondary Accreditation (including the Western Association of Schools and Colleges). Honorary degrees are not acceptable for placement and/or advancement on the salary schedule. Units which are not accepted for credit by the institution where such courses were taken will not be acceptable for placement and/or advancement on the salary schedule except as provided in subsection (d) or (e) of this Section.

(b) Units earned before the Bachelor's degree are to be used for Bachelor's degree credit only.

(c) Units for placement on the Class III, Master's degree and 24 semester units, and units for placement on Class IV, Master's degree and 48 semester units must be units which are acceptable by a university or college for credit toward a Master's or Doctor's degree, or are acceptable at the discretion of the Director of Human Resources. These units may be taken before, during, or after completion of a Master's degree program and must be in addition to and separate from units required for a Master's degree. Such units or work shall be related to an improvement in teaching or administration techniques and/or increased knowledge in the Faculty Member's specific area. Prior approval for units in another area should be obtained from the Director of Human Resources. Units submitted for consideration without such prior approval will only be accepted at the discretion of the Director of Human Resources.

(d) All units which are not acceptable by a university or college for a Master's or Doctor's degree are acceptable only with prior approval of the Director of Human Resources.

(e) Units submitted for placement from foreign institutions of higher learning shall be evaluated by the Director of Human Resources or submitted to the University of California or any other institution deemed appropriate for evaluation.

Section 7. Overload And Substitute Pay

(a) A Faculty Member will be compensated at the hourly rate set forth in subsection (c) of this Section for each hour assigned as a substitute Instructor.

(b) In the event a Full-time Faculty Member continues as a substitute for such class or classes for a period in excess of two (2) weeks, the substitute rate or any such continuous substitute teaching in excess of two (2) weeks will be at the rate set forth in the schedule listed in Appendix D-3 plus 15%. During Summer Sessions this applies if the substitution is in excess of one (1) week.

(c) A Full-Time Faculty Member will be compensated at the rate set forth in Appendix D-3 below for each hour of an overload assignment calculated according to the provisions of the Teaching Load Policy, Appendix B.

(d) A Counselor, Coordinator, Registered Nurse, Nurse Practitioner, Physician's Assistant, Librarian who agrees to undertake student contact counseling duties, librarian duties, or nursing duties, respectively, in excess of forty (40) hours of service as specified in Article 8, Sections 16(d), 17(b), 18, and 19 will be compensated at an hourly rate which shall be seventy-five percent (75%) of the hourly rate set forth in subsection (c) of this Section. (Reference Appendix D-3)

(e) A Full-Time Faculty Member who substitutes during any academic session will be assigned as the "Teacher of Record" and compensated as such in the event that the Substitute, the replaced Faculty Member, and the Dean concur that responsibility for final testing and grading rests with the Substitute. Compensation as "Teacher of Record" will be retroactive to when substitute instruction began.

(f) Part-Time instructors who substitute may be assigned as "Teacher of Record" during Fall and/or Spring Semester, subject to teaching load limitations. Such limitations are not applicable in the Winter/Summer Session.

Section 8. Summer and Other Sessions Compensation

(a) Compensation of Full-Time Faculty Members assigned to teach in a summer session shall be at the rate of one-nine hundredth (1/900th) for lecture and one-thousandth (1/1000th) for lab instruction of the annual salary for the prior semester of the Faculty Member, as set forth on the Salary Schedule for Faculty Members employed on Academic Year basis (Appendix C), for each hour

of instruction in the classroom and the laboratory. It does not apply to office hours required by Article 8, Section 3(a).

(b) For assignments other than classroom teaching, Full-Time Faculty Members employed on an Academic Year basis shall be compensated according to Article 10, Sections 13(a) and (b).

(c) Compensation of Part-Time Faculty Members assigned to teach in a summer session shall be at the rate of one-nine hundredth ($1/900^{\text{th}}$) for lecture and one one-thousandth ($1/1000^{\text{th}}$) for lab instruction of the annual salary of the appropriate Class and Step of the previous semester's Salary Schedule (Appendix C) for each hour of instruction in the classroom and the laboratory. Placement on the Salary Schedule is commensurate with their earned degrees and units and their years of full-time equivalent service with the District and other California accredited colleges and universities. The Part-Time Faculty Member is responsible for providing the appropriate documentation of the Faculty Member's service with other accredited colleges and universities prior to the start of the summer session. It is understood that placement on the salary schedule is for summer session only. Part-Time Faculty Members are also required to maintain office hours as required by Article 8, Section 3(b).

(d) Assignments to teach in any winter intersession or spring break will be compensated on the same basis as summer sessions.

(e) Retirees will be placed at the class and step (minus any longevity or anniversary increments) on which they were placed at the time of their retirement from the College.

Section 9. Part-Time Faculty Members

For purposes of defining parity between Full-Time and Part-Time Faculty, "standard assignments" will be used. These standard assignments are not intended to alter full-time faculty obligations as defined in the remainder of the agreement.

(a)(1) The standard teaching assignment for full-time El Camino College classroom teaching faculty members is based on forty (40) hours per week with thirty (30) hours given to instruction load, preparation, and grading (75%), five (5) office hours (12.5%), and five (5) hours of other professional obligations (12.5%). Therefore, Part-Time Faculty compensation parity will be 75% of the Full-Time Faculty Schedule (Appendix C-1) for instruction hours and 87.5% of Full-Time Faculty Salary Schedule if office hours or equivalent obligations are included, excluding five (5) hours of other professional obligations. Should office space be unavailable other hours may be assigned

upon mutual agreement between the Part-Time Faculty Member and Dean. Office hours or equivalent obligations will be assigned at the rate of one-half ($\frac{1}{2}$) hour for each ten percent (10%) of load.

(a)(2) The standard assignment for full-time non-classroom faculty members is based on forty (40) hours per week with twenty-eight (28) hours given to student contact, seven (7) hours of preparation, and five (5) hours of other professional obligations. Therefore, Part-Time Non-Classroom Faculty compensation parity will be 87.5% of the Full-Time Faculty Salary Schedule (Appendix C-1).

(b) Effective August 18, 2001, the Part-time Lecture Stipend Per Semester Schedule will be adjusted to provide a six-step schedule with a Bachelors Column I and a Masters Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-Time Faculty. Each of the six (6) steps shall be equivalent to 64% of a full-time lecture load on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001 who do not qualify for Column II (see Lecture Schedule in Appendix D-1).

(c) Effective August 18, 2001, the Part-time Laboratory Stipend Per Semester Schedule will be adjusted to provide a six-step schedule with Bachelors Column I and a Masters Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-time Faculty. Each of the six (6) steps shall be equivalent to 68% of a full-time laboratory load on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001, who do not qualify for Column II (see Lab Schedule in Appendix D-1).

(d) Effective August 18, 2001, a Part-time Activity Stipend Per Semester Schedule will provide a six-step schedule with a Bachelors Column I and a Masters Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-Time Faculty. Each of the six (6) steps shall be equivalent to 72% of a full-time activity load on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001 who do not qualify for Column II (see Activity Schedule in Appendix D-1).

(e) Effective August 18, 2001, a Part-Time Non-Classroom Schedule will provide six-

steps with a Bachelors Column I and a Masters Column II. The same academic preparation will be required for each column as provided in the Agreement for Full-Time Faculty. Each of the six (6) steps shall be equivalent to 75% of a Full-Time Non-Classroom Faculty load (based on twenty eight (28) contact hours per week) on Columns I and II, Steps 4 through 9 of the Full-Time Academic Salary Schedule. The only unit members who will be placed on Column I will be those initially hired on or after August 1, 2001 who do not qualify for Column II (see Non-Classroom Schedule in Appendix D-1).

(f) After initial placement, Part-Time Faculty Members will be compensated on a semester basis according to the number of class hours assigned per semester and on cumulative semesters of instruction for the District at Step 1 for the first through completion of the second semester, at Step 2 for the third through completion of the fourth semester, at Step 3 for the fifth through completion of the sixth semester, at Step 4 for the seventh through completion of the eighth semester, at Step 5 for the ninth through completion of the tenth semester, and effective at Step 6 for the eleventh semester and thereafter. Step advancement for Non-Classroom Faculty Members will occur at the beginning of each fall semester upon verified completion of 120 hours. (Refer to Appendix D-1).

(g) Effective Fall Semester 2001, initial placement on the Part-Time Stipend Schedules (Appendix D-1) will be determined by earned degrees and years of FTE (Full Time Equivalent) service with the District and other accredited colleges and universities provided that documentation to verify education and experience is submitted to Human Resources before the end of the semester for which they are initially hired. FTE service for Non-Classroom Faculty will be granted for each 1050 hours of related experience.

(h) Effective Fall Semester 2001, Part-Time Faculty hired prior to the Fall Semester 2001, will be placed in the part-time step and column that is commensurate with earned degrees and years of full-time equivalent experience with the District and other accredited colleges and universities provided that documentation to verify such education and experience is submitted to the Office of Human Resources by the end of the semester for which they are initially hired.

(i) The semester stipend includes participation in professional activities such as departmental and division meetings, staff development programs, and the like. The District shall not require more than one hour of such activities for each two-hour weekly assignment, and shall not require more than four hours per semester.

(j) The Chancellor's Office plans on the current appropriation of part-time equity funds to continue in future years by adding money to the base for the 2002-03 fiscal year. However, should this appropriation be reduced in whole or in part, the Part-Time Faculty Schedules will be reduced in proportion to the funding available as determined by the final budget adopted by the Board of Trustees at their September 2002 meeting. The District and the Federation will meet and confer to determine in what proportion the schedules should be reduced.

(k) For each hour a Part-Time Faculty Member is absent without pay, the Stipend Per Semester in subsection (1) of this Section shall be reduced by one-eighteenth (1/18th).

(l) A Part-Time Faculty Member will be compensated at the hourly rate set forth in Section 7(a) of this Article for each hour assigned as a substitute Instructor. If the period of substitute instruction is to be more than eight (8) consecutive weeks during the semester, refer to Article 6, Classification of Faculty Member, Section 1(a).

(m) A Part-Time Faculty Member on special assignment will be compensated at no less than one-half (1/2) of the hourly rate set forth in Section 7(c) of this Article.

(n) At least eight (8) weeks before the beginning of a semester, each Part-Time Faculty Member who has been employed as a Part-Time Faculty Member in the preceding semester shall receive written notification from the Vice President-Academic Affairs or designee of that Part-Time Faculty Member's tentative course assignment(s) for the following semester. The Part-Time Faculty Member shall return a signed copy of such notice at least six (6) weeks before the beginning of the semester indicating acceptance or rejection of such tentative assignment(s). A Part-Time Faculty Member who will not be offered a teaching assignment for the next semester will be notified in writing at least four (4) weeks before the beginning of the semester that no assignment is anticipated. (Reference Appendix D-3.)

Section 10. Reassigned Time

(a) District shall grant reassigned time to Full-Time Instructors assigned to duties during the applicable semester as follows:

Forensics Coach	-	40%
Band Director (Marching and Symphonic)	-	16-2/3%
Chorale Director	-	16-2/3%
Assistant Forensics Coach	-	40%

In addition to the reassigned time, the Forensics Coach will be paid a full-time stipend, as set forth in Appendix D-4, at the conclusion of the Coach's coaching duties for the academic year.

(b) The District shall grant reassigned time to Full-Time Instructors assigned to duties during the semester of the production to which the Instructor is assigned.

Dance Production	
Director	16-2/3%
Play Production	
Director	16-2/3%
Technical Director	16-2/3%
Musical Theater Production	
Director	33-1/3%
Technical Director	33-1/3%
Choir Director	16-2/3%
Music Director/Conductor	40%

(c) Assigned time may be granted by the District for Special Assignments in conformity with Appendix B.

(d) The District may employ Part-Time Directors, Assistant Directors, Conductors, and Choreographers, in which event the District will compensate any such employee at the part-time stipend, set forth in Appendix D-4, for each week that the employee is assigned to perform such services. Partial weeks shall be compensated on a pro rata basis. Any such employee designated as the Instructor of record will also be compensated as provided by Section 9 of this Article.

Section 11. Athletic Coaches

(a) A Full-Time Instructor who has an athletic coaching assignment will be provided additional compensation. An athletic coach may choose one of the following options applicable to each coaching assignment:

Option 1: Fifty percent (50%) assigned time applicable to coaching duties.

Option 2: Thirty percent (30%) assigned time applicable to coaching duties plus a stipend per week, as set forth in Appendix D-4, for services rendered during the scheduled coaching season of the sport he/she is coaching. A Faculty Member assigned to coach both men and women teams in the same sport where practice times and meet schedules are usually performed jointly will receive a single stipend per week, as set forth in Appendix D-4, for coaching both teams. The assigned time shall include the class credit for that sport.

(b) A Full-Time Faculty Member assigned as an Assistant Coach to coach both men and women's teams in the same sport where practice times and meet schedules are usually performed jointly will receive one half of the head coach's stipend per sport and fifteen percent (15%) release time per sport.

(c) The Head Football Coach will receive an additional stipend of ten percent (10%) of that athletic coach's contract salary. The stipend will be paid at the next pay period following the end of the season in which the coaching assignment is completed.

(d) The Dean of Health Sciences and Athletics, after consulting with the concerned athletic coach, will determine the coaching session and the schedule of coaching sessions for each sport.

(e) The District may employ part-time coaches, in which event the District will compensate any such part-time coach, as set forth in Appendix D-4, for each week that the coach is assigned to perform such services. Partial weeks at the beginning and end of the season shall be compensated on a pro rata basis. A part-time Head Coach designated as Instructor of Record for intercollegiate athletic classes will be compensated as provided by Section 9(a) of this Article based on two (2) class hours for each one (1) credit unit scheduled. A part-time Faculty Member assigned as head coach to coach both men and women's teams in the same sport where practice times and meet schedules are usually performed jointly will receive a single stipend per week, as set forth in Appendix D-4 for coaching both teams. A part-time Assistant Coach who coaches both men and women's teams in the same sport will receive one half of the part-time Head Coach's stipend per sport. A part-time assistant coach may be employed for a partial part-time coaching assignment on a pro rata basis.

(f) The provisions of Section 11 will become effective January 1, 2001.

Section 12. Faculty Advisor Pay

A Faculty Member employed on an academic year basis who is assigned as a faculty advisor to assist the Counseling Division in consultations with students concerning academic advising and program and vocation planning purposes during peak demand periods for such counseling services shall be paid at the appropriate hourly rate set forth in Appendix D-3.

Section 13. Extra Service Pay

(a) A Faculty Member employed on an academic year basis who is assigned to perform instructional services on days not otherwise required as part of the contract of service with the District shall be compensated at the appropriate hourly rate set forth in Appendix D-3.

(b) Counselors, Librarians, Registered Nurses, Nurse Practitioners, Physician Assistants, Faculty Coordinators and Clinical Psychologists assigned to perform professional counseling, library, nursing, or faculty coordinating services on days not otherwise required as part of the contract of service with the District shall be compensated at a daily rate of 1/175th or 1/222nd of the Faculty Member's yearly salary, whichever is applicable.

Section 14. Pay For Grants and/or Special Programs

(a) The District and any Faculty Member may mutually agree upon the Faculty Member's compensation for special programs, grants or other services not otherwise covered in this Agreement. Such an assignment and compensation is in addition to the Faculty Member's normal assignment and compensation as otherwise provided by this Agreement.

(b) The District may employ persons not covered by this Agreement to perform instructional or other services for such special programs and may employ persons covered by this Agreement especially for such programs and the District and any such persons will agree on the compensation for the services of such persons for such programs provided that such programs are first offered to qualified Faculty Members at the same compensation the District would pay to employed persons not covered by this Agreement.

(c) Appendix D-3 Special Rates of Pay for Faculty, the Recommended Pay Schedule for Special Assignments, shall be referred to as a guide to determine compensation for special assignment, contract education, professional casual employees, and at-will employees.

Section 15. Pay Proration

If a Full-Time Faculty Member does not complete the yearly contract of service with the District, such Faculty Member's pay will be prorated based on the number of days of services performed, provided that a Faculty Member employed on an academic year basis who serves a complete semester shall receive not less than one-half of the yearly contract salary. The Faculty

Member or the Faculty Member's estate shall be required to reimburse the District for any overpayment.

Section 16. Cooperative Career Education Pay

(a) The District may offer cooperative career education; the rules, regulations, and procedures are set forth in the Faculty Manual of Operations and Procedures.

(b) A cooperative career education assignment during a regular semester shall be compensated at not to exceed six (6) hours for each student on the basis of: (1) on-campus conference with each student for one hour; (2) first on-the-job employer/Instructor conference for two hours; (3) mid-semester, in-service; preparation and record review for one-half hour; (4) second on-the-job employer/Instructor conference for one and one-half hours; (5) second on-campus student conference for one-half hour; and (6) end of semester in-service, preparation, and record review for one-half hour. The Faculty Member may not serve as Instructor and employer for the same student.

(c) The number of cooperative career education students assigned to a Full-Time Faculty Member during a regular semester shall not exceed twenty (20), except with the approval of the Vice President-Academic Affairs. The Faculty Members who teach cooperative career education classes during the summer sessions covered by this Agreement will be allowed a maximum of twelve (12) students. Otherwise, their compensation will remain as stated in this Article.

(d) A Faculty Member assigned to teach cooperative career education students during a fall or spring semester shall be compensated on a lump-sum basis on the hourly rate as provided in subsection (e) of this Section based on the hourly rate set forth in Section 7(c) of this Article times the number of assigned hours of service performed not to exceed six (6) hours per student during a regular semester.

(e) Compensation for a cooperative career education assignment during a regular semester shall be paid at the end of the 12th week and at the end of the semester, after completion of the clearance procedures.

(f) Mileage will be reimbursed by the District in accordance with the rate specified in Board Policy.

Section 17. Large Class Size

(a) Courses scheduled to have a large class size must have the prior approval of the Dean and the department or their designees. The Dean will use the maximum enrollment during the first two weeks of instruction to determine large class size.

(b) Instructors who agree to teach sections of classes scheduled to have larger than Normal Class Size (“N.C.S.” below), as set for in the Master Course File, will be credited with adjusted loads in accordance with the following schedule:

	<u>Class Size</u>	<u>Adjusted Load</u>
1.	N.C.S.	1.00 x Load
2.	At least 1.5 x N.C.S.	1.25 x Load
3.	At least 2.0 x N.C.S.	1.50 x Load
4.	At least 3.0 x N.C.S.	1.65 x Load

(c) Classes at least 4.0 x N.C.S. are not ordinarily offered. The load factor for these classes, at least 4.0 x N.C.S., will be determined by the Dean and the Division Load committee, subject to the approval of the College Load Review Committee, and must be reapproved by the Dean and the Division Load Committee, with each new Collective Bargaining Agreement.

(d) Loads for multiple courses will be determined by the procedures set forth in Article 8, Section 8.

Section 18. Anniversary Increments

Any Faculty Member who has completed thirty (30) years of full-time service with El Camino Community College District as of August 1 of any year will be paid for that year and each subsequent year of service an anniversary increment equal to the difference between Step 24 and 28, as described in Article 10, Section 3(b)(2). This increment will be placed on the salary schedules (Appendix C-1 and C-2).

Section 19. Independent Study Compensation

(a) The District may offer courses of Independent Study. The Dean of the Division in which the Independent Study will be offered shall approve or disapprove each course to be offered.

(b) An Independent Study assignment during a regular semester shall be compensated at the rate of five (5) hours for each student for each unit of Independent Study credit granted, as set forth in (d) below.

(c) The number of Independent Study students assigned to a Faculty Member during a regular semester shall not exceed three (3), except with the approval of the Dean of the Division in which the credit is granted. The Faculty Members who teach Independent Study students during other sessions covered by this Agreement will be allowed a maximum of two (2) Independent Study students. Otherwise, their compensation will remain as stated in this Article.

(d) A Faculty Member assigned to Independent Study students shall be compensated by a lump-sum as provided in subsection 9(e) of this Section based on the Rate I, Appendix D-3.

(e) Compensation for an Independent Study assignment shall be earned and paid after the student has completed all course requirements.

Section 20. Credit By Exam

Faculty who facilitate Credit By Examination shall be paid in accordance with Section 7(c) of this Article, one to two hours as approved by the Dean. Exceptions to the hour limitation may occur upon approval by the Dean.

ARTICLE 11

PAID LEAVES

The District shall grant paid leaves of absence to Full-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) judicial and official appearances, (e) quarantine, (f) personal necessity, (g) jury duty, and (h) the exchange of Faculty Members, subject to the conditions set forth in this Article.

The District shall grant paid leaves of absence to Part-Time Faculty Members for (a) bereavement, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in this Article.

Section 1. General Conditions

A Faculty Member who has cause to request a paid leave of absence shall make written application for such leave to the Dean of the Division as far in advance as possible. For (a) bereavement; (b) sickness; (c) industrial accident or illness; (d) personal necessity subsections (1), (2), (4), (5), and (6) as defined in Section 7 of this Article, the Faculty Member shall inform the Dean of the absence as soon as practicable. The application for leave shall state the leave category requested, the reason(s) necessitating the employee's absence, and the estimated duration of the absence. Approval of the leave shall be in writing signed by the Dean of the Faculty Member's Division. If denied, the Faculty member will be provided with a statement in writing giving the reason(s) for such denial.

Section 2. Bereavement Leave

(a) A Full-Time or Part-Time Faculty member may be absent from duty without loss of pay not to exceed three (3) duty days, or if travel beyond 200 miles one way is required, not to exceed five (5) duty days, to attend funeral or memorial services or to attend to the affairs of the decedent as the result of the death of a member of the Faculty Member's immediate family.

(b) If an additional period of absence from duty is required for this purpose, a Faculty Member may be granted additional bereavement leave, which additional leave shall be charged as personal necessity leave to the extent such leave is available to the Faculty Member as provided in Section 7 of this Article.

(c) "Immediate family" is defined as the mother, father, grandmother, grandfather, or grandchild of the Faculty Member or of the spouse of the Faculty Member; or the spouse, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law of the Faculty Member, or any other person living in the immediate household of the Faculty Member. Persons other than those noted above, such as an aunt or an uncle, who have been reared by or with the Faculty Member will be considered members of the Family Member's immediate family for the purposes of bereavement leave as well as any person who is or has been in a guardian-type relationship with the Faculty Member.

Section 3. Sickness

(a) Full-Time Faculty Members.

A Full-Time Faculty Member shall be entitled to one day leave of absence for each month of contract service in a year for illness or injury without loss of pay, except that no Faculty Member shall be entitled to sick leave for any day for which there is no requirement to render service to the District.

(1) A contract or regular Faculty Member working less than full-time shall be entitled to earn days of leave of absence for illness or injury in the same proportion (%) as the Faculty Member's load is to a full load (i.e., a Faculty Member with a sixty percent (60%) load as shown on the employment contract would earn sixty percent (60%) of a day for each month worked.)

(2) A Faculty Member who does not have a teaching assignment but has regularly scheduled hours each week shall earn days of leave of absence for illness or injury based on the proportion of the hours assigned to 40 hours (i.e., twenty-four (24) hours equal sixty percent (60%); equals sixty percent (60%) of a day per month).

(3) Such leave of absence may be taken during the Faculty Member's contract year of service. A Faculty Member is eligible for sick leave occurring during the summer session assignment so long as the illness or injury necessitating such leave did not begin before the start of the summer session. A Faculty Member who terminates services with the District prior to completing the full contract year or contracted semester shall be required to reimburse the District for the amount of any sick leave paid which was not fully earned at the time of termination.

(4) If such Full-Time Faculty Member does not utilize the full amount of sick leave provided by subsection (a) of this Section, the amount not taken shall be accumulated from year to year. The accumulated sick leave may be used in subsequent years after full utilization of the current year's accrual.

(5) A Full-Time Faculty Member who is absent from assigned duties because of an accident or illness, beyond the Faculty Member's entitlement to sick leave under subsection (a) of this Section, for a period of one hundred (100) work days (school calendar days) or less shall have deducted from the salary due the Faculty Member for that portion of the one hundred (100) day period not covered by sick leave accumulated from prior years of service, the salary paid to a substitute employed to fill the Faculty Member's position during the Faculty Member's absence, or, if no substitute was employed, the minimum salary which would have been paid to the substitute had a substitute been employed. Any portion of a day is to be considered one (1) day.

(b) Part-Time Faculty Members

Each semester, Part-Time Faculty Members shall be entitled to leave of absence for illness or injury, credited in hours, in the amount of the number of regular weekly hours in their assignment for that semester. For non-teaching assignments, the number of regular weekly hours assigned shall be confirmed in writing to the Payroll Department by the Dean of the Part-Time Faculty Member's division at the beginning of each semester. This shall not apply to on-call assignments. Unless otherwise provided by law, all such earned and accumulated leave will be carried forward from semester to semester providing that the Part-Time Faculty Member does not have a break in service of more than three consecutive semester.

(c) Winter or Summer Session

Each Full-Time and Part-Time Faculty Member shall be entitled to one (1) day of sickness leave for a four (4) week summer session, one and a half (1.5) days for a six (6) week session, and two (2) days for each seven (7) or eight (8) week session, to be accumulated as provided in section (a)(4) of this Section upon completion of a full summer session assignment.

Section 4. Pregnancy, Family and Infant Care

NOTE: Some of the leaves of absence available under this Section 4 are unpaid. See Article 12.

(a) For general regulations on granting of leaves of absence for pregnancy and childbirth refer to Section 87766 of the Education Code.

(b) Optional Unpaid Portion: The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant employee prior to the period of actual disability.

(c) Utilization of Sick Leave: During which time the faculty member is physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, childbirth and recovery therefrom, she shall be permitted to utilize her accrued sick leave pursuant to Section 3(a)(4). This provision, which permits a paid leave to be taken while on an unpaid leave, is an exception to the general rule.

(d) Physician Certifications: A pregnant faculty member who elects not to apply for an unpaid pre-childbirth leave pursuant to Section 4(b) shall be permitted to continue during pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position. The employee must also supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and a release form from the physician to return to work.

(e) Infant Care: After the period of disability, the employee shall, upon written request be placed on an unpaid status for purposes of infant care for the remainder of the academic year in which the childbirth occurred and may, at the discretion of the District be extended as much as two school years. Comparable unpaid leave for the purpose of infant care shall be made available to a faculty member who is the parent of a newly-born child.

(f) The faculty member will retain her/his seniority rank and eligibility for step advancement for the period of the infant care leave.

(g) All such leaves shall run concurrently with family leave pursuant to federal and state law.

Section 5. Industrial Accident And Illness

(a) A Full-Time or Part-Time Faculty Member, or someone else on the Faculty Member's behalf, shall report any accident or illness of a Faculty Member arising out of employment with the District as soon as possible, but at least within twenty-four (24) hours to the Dean of the Division or other designated official in the absence of the Dean.

(b) A Full-Time or Part-Time Faculty Member who becomes disabled as the result of such accident or illness shall be granted an industrial accident/illness leave without loss of pay during the period of time the Faculty Member is unable to render service to the District. Such leave for each such disability shall be limited to a period of sixty (60) school days during a fiscal year. In the event any one such accident or illness overlaps into the next fiscal year, the Faculty Member shall be limited in such subsequent year only to the amount of unused days from the prior year.

(c) A Full-Time or Part-Time Faculty Member who receives a temporary disability award for such accident or illness under Workers' Compensation shall remit such payment for any period of time while on industrial accident/illness leave to the District.

(d) The number of days of industrial accident/illness leave to which the Full-Time or Part-Time Faculty Member is entitled as provided by subsection (b) of this Section shall be reduced by one day for each day of absence regardless of a temporary disability award under Workers' Compensation.

(e) A Faculty Member receiving benefits under this Section shall remain within the State of California, unless the District approves otherwise.

(f) Upon exhausting benefits provided under this Section, a Faculty Member who continues to be disabled shall be entitled to sickness benefits under the provisions of Section 3 of this Article, provided that sickness benefits paid shall not, when combined with any temporary disability award under Workers' Compensation, exceed one hundred percent (100%) of the Faculty Member's salary continuance.

Section 6. Judicial And Official Appearances

The District will grant a leave of absence to a Full-Time Faculty Member for a judicial or other official appearance in a proceeding in which the District is a party so long as the Full-Time Faculty Member's appearance in such proceeding is determined by the District to be in support of the District's position in that proceeding.

Section 7. Quarantine

A Full-Time or Part-Time Faculty Member shall receive full salary during the period in which that Faculty Member is quarantined by duly constituted governmental authority.

Section 8. Personal Necessity Leave

(a) A Full-Time or Part-Time Faculty Member may be absent from duty without loss of pay for duty days not to exceed seven (7) days during any year and have the absence charged to the Faculty Member's available sick leave account.

(b) For the purpose of qualifying for paid personal necessity leave, there shall be a compelling reason which required the Faculty Member's absence from duty, which cannot be attended to outside of duty hours, and which shall be limited to one of the following reasons:

(1) Death of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) when the number of days of the required absence exceeds the limit provided in Section 2 of this Article.

(2) An accident involving the Faculty Member's person, property, or the person or property of a Faculty Member's immediate Family (as defined in Section 2(c) of this Article) not otherwise chargeable to any other paid leave of absence for which the Faculty Member qualifies.

(3) The required appearance of the Faculty Member brought about as a result of a legal notice to appear as a witness before a government or judicial agency or court of law and not covered by Section 6 of this Article, or the Faculty Member's appearance as a litigant in a legal action. If a witness fee is payable, such fee shall be demanded and collected by the Faculty Member and remitted to the District up to the Faculty Member's prorated pay for such absence.

(4) The illness of a member of the Faculty Member's immediate family (as defined in Section 2(c) of this Article) or the birth of a child to the spouse of the Faculty Member. See also Section 12 of this Article.

(5) An imminent danger as the result of flooding or fire or similar natural catastrophe to the personal residence of a Faculty Member.

(6) The observance by the Faculty Member of a holiday of the Faculty Member's religion. (See also Article 12, Section 3.)

(7) Other reasons which the Faculty Member cannot reasonably be expected to disregard and which have been submitted in writing and approved by the Dean.

Section 9. Jury Duty

(a) A Full-Time Faculty Member may be absent from duty without loss of pay as the result of having been called for and appearing for jury duty, excluding a grand jury.

(b) In order to be eligible for the paid leave, the Full-Time Faculty Member is required to notify the Dean of the Division as soon as the Faculty Member receives the first notification and any subsequent notifications that the Faculty Member may be called for jury service.

(c) The District reserves the right to require that the Full-time Faculty Member seek exemption from jury service or apply for postponement of jury service to a later period outside of the Faculty Member's contract of employment.

(d) The District may refuse to grant paid leave for jury duty to Full-Time Faculty Members at any time when two percent (2%) of the total number of employees of the District, including Full-Time Faculty Members, are on paid jury duty leave.

(e) The Faculty Member serving on jury duty, who receives pay from the District during such absence, shall be required to collect jury duty fees and remit such fees to the District.

(f) A Full-Time Faculty Member shall be required to perform the assigned services to the District during the remainder of the work day if the Full-Time Faculty Member is released at or before 2:00 p.m. from jury service, provided that a reasonable period of time shall be allowed for necessary travel. A Full-Time Faculty Member who serves a full day of jury duty shall not be required to perform assigned services for that day. A Full-Time Instructor serving jury duty shall be required to return to assigned duties unless, due to the assignment of a substitute or in the best interests of the instructional program, the Dean of the Division approves otherwise.

Section 10. Exchange Of Faculty Members

A regular Faculty Member may make written application to the President to participate in a qualified exchange program, as defined in Section 87422 of the California Education Code. The application shall set forth the advantages to be accrued to the District and to the Faculty Member by participation in such an exchange program. If the request for an exchange is not granted, the President or the President's designee will inform the Faculty Member in writing of the reasons for the denial. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of

Sections 87422, 87423, and 87424 of the California Education Code concerning such leaves. The leave may not exceed one year, except by the mutual consent of the Faculty Member and the District the leave may be extended to two years. The Faculty Member must provide the District with two full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or a one-way foreign assignment as provided in Article 12, Section 4.

Section 11. Temporary Instructor Reassignment

Temporary instructor reassignment provides a Faculty Member with the opportunity to miss contracted class assignments for reasons other than those provided under "Personal Necessity Leave." Such reassignments are for one or two classes or no more than one day and are for the purpose of attending a meeting, activity, program, religious holiday, or performance of education or instructional benefit. The Faculty Member agreeing to perform the assigned duties of the contracted Faculty Member's class(es) must be a current, qualified certificated employee of the District and must have prior approval of such arrangement by the Dean of the Division. The "Request for Temporary Assignment" form must be submitted to the Dean at least five (5) days prior to the date of the absence except in the case of an emergency.

Section 12. Family Care And Medical Leave

The District is covered by the provisions of the federal Family Medical and Leave Act and the California Family Rights Act. Eligible Faculty Members may apply for family care and medical leave pursuant to the District's policy adopted in accordance with such Acts. Inquiries should be directed to Human Resources.

Section 13. Catastrophic Illness/Injury Leave Plan

(a) The Catastrophic Illness/Injury Leave Plan is available to eligible Faculty Members. The purpose of this plan is to permit Faculty Members with a catastrophic illness or injury to solicit individual donations of vacation and sick leave from fellow employees and/or from the Leave Bank.

(b) A catastrophic illness or injury is one that is expected to incapacitate the Faculty Member for an extended period of time and taking extended time off work creates a financial hardship

for the Faculty Member because the Faculty Member has exhausted all sick leave and other paid time off.

(c) The terms and conditions of this plan are included in Appendix H.

(d) The administration of the Catastrophic Illness/Injury Plan is not grievable.

(e) This plan was jointly developed as an institutional program by the exclusive bargaining representatives for classified, faculty and police employees, confidential employees, and management. Changes to this institutional plan cannot be made without the agreement of all constituent groups.

Section 14. Expanded Use of Sick Leave

(a) In accordance with Section 233 of the California Labor Code, Faculty Members may use accrued sick leave during any calendar year, up to six (6) days per year, to attend to an illness of a child, parent or spouse.

(b) These absences will be charged to the Faculty Member's accrued sick leave account.

(c) This section does not extend the maximum period of leave to which a Faculty Member is entitled under the Federal Family and Medical Leave Act or the California Family Rights Act, and it does not apply to the use of differential leave pursuant to Section 87780 of the California Education Code.

(d) The use of accrued sick leave for purposes of this section is in addition to any accrued sick leave used for personal necessity pursuant to Section 8 of this Article.

ARTICLE 12
UNPAID LEAVES

The District shall grant unpaid leaves of absence to regular Faculty Members for (a) extended disability, (b) religious holidays, and (c) one-way foreign assignment, subject to the conditions set forth in this Article. The District shall grant unpaid leaves of absence to Full-Time Temporary, Part-Time, and contract Faculty Members for religious holidays, subject to the conditions set forth in this Article. The District shall grant unpaid leaves to contract Faculty Members for extended disabilities subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence to regular Faculty Members for (a) professional study, research, or travel, and (b) service to education, subject to the conditions set forth in this Article. The District may grant unpaid leaves of absence for other reasons to any Faculty Member.

Section 1. General Conditions

(a) A Faculty Member who has cause to request an unpaid leave of absence, as provided in Sections 2, 3, 5, and 6 of this Article, shall make written application for such leave to the Dean of the Division as far in advance as possible. The application for leave shall state the leave category requested, the reason or reasons necessitating the Faculty Member's absence and the estimated duration of the absence. A Section 5 or 6 leave request will be referred promptly by the Dean with a recommendation to the Vice President - Academic Affairs. If the leave is granted, the Faculty Member shall be notified in a timely manner, and if denied, the Faculty Member shall be provided with a statement in writing giving the reason(s) for such denial.

(b) The District may require a Faculty Member to submit evidence to justify the Faculty Member's request for leave.

(c) A Faculty Member shall not be entitled to the paid leave benefits specified in Article 11 during any period of unpaid leave. The Faculty Member shall, however, be entitled to salary step advancement if the Faculty Member meets the requirements of Article 10, Section 4. Such period of unpaid leave will be counted toward the Faculty Member's sabbatical leave eligibility, subject to the requirements of Article 10, Section 4, and Article 13, Section 2. The Faculty Member shall not accrue any other benefits during the period of such unpaid leave, except as provided in this Article.

(d) A Faculty Member who fails to return to duty upon completion of the unpaid leave of absence may be dismissed by the District unless such Faculty Member was unable, due to causes beyond his/her control, to return to duty, in which event the Faculty Member must report the circumstances as soon as able to do so.

Section 2. Extended Disability

(a) If the contract or regular Faculty Member suffers an extended disability and is thereby unable to perform the assigned duties, the Faculty Member shall, upon exhaustion of paid sickness leave status as provided by Article 11, Section 3, be granted an unpaid extended disability leave.

(b) The Faculty Member's request for such unpaid leave shall be accompanied by a physician's statement as to the necessity of such leave and the estimated duration of the disability. The District may at its expense require that the Faculty Member be examined by a physician selected by the District. In the event of a conflict in the findings of the two physicians, a third physician, mutually acceptable to the Faculty Member and the District shall be chosen and an opinion solicited. The cost of such examination by a third physician shall be paid by the District.

(c) The period of such leave shall be determined by the medical condition of the Faculty Member and the needs of the instructional program. Any such extended disability leave shall not exceed a period of twelve (12) calendar months provided that such leave for a contract Faculty Member shall not exceed the end of the semester in which the disability occurs. The District may grant an extension or extensions beyond the period herein specified. Any such extension or extensions is subject to the requirements of subsection (b) of this Section.

Section 3. Religious Holidays

The District shall grant a leave of absence from assigned duties to a Faculty Member, upon request, on a holiday of the Faculty Member's religion. The leave shall be without pay, unless the Faculty Member elects either (1) to use Personal Necessity Leave, as provided in Article 11, Section 8, or (2) to arrange for performance of the assigned duties by another Faculty Member, subject to the approval of the Dean of the Division as set forth in Section 11 of Article 11.

Section 4. One-Way Foreign Assignment

A regular Faculty Member will be granted an unpaid leave of absence for a one-way foreign assignment for a period not to exceed an academic or fiscal year. The District may, however, at its discretion, extend the leave for an additional year in an exceptional case. The Faculty Member shall submit a written request specifying the length of the leave and outlining the advantage to be accrued to the Faculty Member by the granting of such leave. To such request shall be attached a certification from the foreign entity of the Faculty Member's employment on such assignment. The initial request for such leave shall be submitted to the President no later than October 1 of the year preceding that for which the leave will be granted and shall be completed by December 1. The District shall grant no more than three (3) such leaves a year with no more than one such leave in any division. The Faculty Member must provide the District with two (2) full years of service after returning from such a leave before the Faculty Member is eligible for another such leave or an exchange of Faculty Member's leave as provided by Article 11, Section 10. The Faculty Member granted such leave shall have the time served in the one-way foreign assignment counted as time served in the service of the District in salary placement.

Section 5. Professional Research, Study, And/Or Travel

The District may grant a regular Faculty Member an unpaid leave of absence for professional research, study, and/or travel. The criteria for such leaves shall be the same as for sabbatical leaves of absence as provided in Article 13, Section 5. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 6. Service To Education

The District may grant a regular Faculty Member an unpaid leave of absence to work for an organization at the local, state, or national level provided such employment is deemed beneficial to the Faculty Member and the District. Such leave may be approved in one (1) semester/six (6) calendar month periods not to exceed one (1) school/fiscal year as the case may be.

Section 7. Continuation Of Benefits While On Unpaid Leave Of Absence

- (a) The District shall continue to provide medical, dental, vision and/or life insurance

benefits, at District expense, for any Faculty Member who is on an unpaid leave of absence commencing after the beginning of the Academic Year, on the same basis as such benefits were provided while the Faculty Member was in paid status, through the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status. If the Faculty Member chooses to continue such benefits after the last day of the calendar month following the calendar month in which the Faculty Member was last in paid status, or if the Faculty Member commences his or her unpaid leave at the beginning of the Academic Year, the Faculty Member may continue coverage for such benefits at his or her own expense, at the premium contracted by the District. The Faculty Member must file application for such continuation of enrollment with the Public Employees Retirement Service no later than the last day of the month following the month in which the unpaid leave commenced, or in the case of an unpaid leave of absence, commencing at the beginning of the Academic Year, no later than July 31 preceding the commencement of the unpaid leave. The Faculty Member is responsible for payment of any dependent or other coverage as if in paid status. The district shall provide COBRA notices at the termination of benefits, as provided by law.

(b) Under Article 14, Section 2, vacation shall not be accrued for any unpaid leave which exceeds one-half of the working days in any month.

(c) During the period of any unpaid leave of absence, the Faculty Member shall not accrue sick leave as provided in Article 11, Section 3(a); however, the Faculty Member's sick leave accrued as of the commencement of such leave shall not be reduced.

Section 8. Pay Reduction

A Full-Time Faculty Member's yearly contract will be reduced pro rata for each day of unpaid leave. The proration shall be based on the number of working days in the Faculty Member's assignment.

Section 9. Pregnancy Family & Infant Care

NOTE: Some of the leaves of absence described in Article 11, Section 4 of this Agreement are unpaid leaves of absence.

ARTICLE 13
SABBATICAL LEAVES

Section 1. Purpose

The District shall provide sabbatical leaves of absence for Full-Time Faculty Members for the purpose of study.

Section 2. Eligibility

In order to apply for a sabbatical leave, the Faculty Member must have rendered full-time service requiring certification in the District for at least six (6) consecutive years immediately preceding the sabbatical leave. An approved leave of absence does not constitute a break in service but such period of time on such leave will not be counted as service rendered, except for service under a nationally recognized fellowship, or service for a foundation approved by the Board of Governors, as provided in Education Code Section 87768.

Section 3. Limitation On Leaves Granted

No more than two percent (2%) of Full-Time Faculty Members may be granted traditional sabbatical leaves in any one fiscal year. Such sabbatical leaves are described in Section 4 of this Article. An additional two percent (2%) may be granted one semester half-pay sabbatical leaves in any one academic year; however, such one-semester, half-pay leaves shall be limited to a fall or spring semester leave at one-half (½) pay. In the case of each type of sabbatical leave (traditional and one semester half-pay), when the number of Full-Time Faculty members is multiplied by two percent (2%) and a fractional sabbatical is part of the resulting number (*e.g.*, 6.3 traditional sabbaticals), during the year in which that point is reached for each type of sabbatical, an additional sabbatical leave of that type will be granted for the following year. In the event that there are two (2) or more unused one semester, half-pay sabbatical leaves in any year, one (1) additional traditional sabbatical leave will be awarded for that year.

Section 4. Duration And Compensation

(a) Faculty Members employed on an academic-year basis granted sabbatical leave for one semester shall be paid one-half of the yearly contract salary during such semester leave. Such Faculty

Member on summer sabbatical will be paid on the basis of the Faculty Member's yearly contract salary for the period set forth in subsection (c). Faculty Members employed on a fiscal-year basis who are granted a one (1) semester or summer sabbatical will continue to receive full contract salary during the period of such leave.

(b) Faculty Members granted sabbatical leaves for a period of one (1) academic year shall be paid one-half yearly contract salary for the academic year in which the sabbatical leave is taken. Faculty Members granted sabbatical leaves may, where it is appropriate for their programs of study, elect an academic-year sabbatical involving a fifty percent (50%) reduced load of service in the District. Faculty Members who choose this option shall continue to receive full-contract salary during the period of such leave.

(c) The District and Faculty Member on an academic year, half-pay sabbatical, may, at the Faculty Member's option, agree to make contributions to the State Teachers' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as necessary to pay the Faculty Member's 100% retirement.

(d) A summer sabbatical shall commence on the first Monday after the close of the academic year and shall terminate on the last Friday prior to the beginning of the following academic year, unless the District and the Faculty Member agree to a different schedule.

(e) For Faculty Members employed on a fiscal-year basis, a one (1) semester sabbatical leave shall be for twenty (20) weeks, a one (1) academic year sabbatical leave shall be for forty (40) weeks, and a summer sabbatical shall be the same as defined in the subsection (c) above.

(f) A Faculty Member who is granted a sabbatical leave of absence shall receive, when sabbatical leave salary is computed, such automatic changes in salary rating as would have been received had the Faculty Member remained in active service.

(g) Faculty Members on sabbatical leave will be paid at the same intervals as they would for their normal pay period. The Faculty Member is responsible for making arrangements to receive the payments.

(h) Faculty Members whose sabbatical leave includes working for another employer during the leave period will have the amount of any such compensation deducted from the Faculty

Member's pay from the District, except for educational expense stipends and the continuation of pre-existing, part-time employment income.

(i) The Sabbatical Leave Committee shall develop and make available information regarding specific rights and responsibilities for unit members as provided in this contract and other applicable law.

Section 5. Criteria And Priority

Sabbatical leaves shall be granted only for study. A one (1) semester, one (1) year or summer sabbatical leave granted for the purpose of study shall meet one or more of the following conditions:

(a) Formal class work in pursuance of a degree in the applicant's teaching field or to increase the applicant's proficiency in the applicant's teaching field to be six (6) graduate semester units or twelve (12) undergraduate semester units or an equivalent measured in quarter units. A summer sabbatical for the purpose of study will be four (4) graduate units or eight (8) undergraduate units or the equivalent in quarter units per summer.

(b) A foreign language Instructor's extended visit to the country in which the language the Instructor normally teaches, or will soon teach, is universally used; or an ESL Instructor's extended visit to a country in which the dominant language is also the native language of a substantial number of students in the College's ESL program.

(c) The writing of a textbook for which there is a commitment to publish extended by a recognized publisher.

(d) The writing of computer software for instructional use. A description of the proposed software and its intended use shall be submitted in writing.

(e) Formal class work in pursuance of proficiency in a discipline other than the Faculty Member's instructional discipline, provided that the Vice President - Academic Affairs determines in advance that there is need of such supplemental study and approves the study program submitted by a Faculty Member.

(f) A program of independent study in the applicant's teaching field other than formal class work as described in subsection (a). Such program shall be arranged through an educational or research foundation, government agency, an accredited institution of higher education, or a

technical or business entity. It shall be submitted in writing and shall be evaluated on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(g) A program of independent study for Instructors in fine arts, which program shall be submitted in writing and shall be evaluated by the Sabbatical Leave Committee on the basis that it is designed to increase the applicant's proficiencies in the applicant's field.

(h) Priority: If the number of applications exceeds the limitation of leaves to be granted as provided by Section 3, length of service with the District, or length of service since the Faculty Member's last sabbatical leave, as the case may be, will govern. If there is an equal period of service, preference will first be given to applicants who have received no sabbatical leaves from the District. Any further selection will be made by drawing names.

Section 6. Service

Service with the District shall be defined as starting with the first-day-of-pay-service as a full-time certificated employee of the District. Service with the District for those who have been on sabbatical leave from the District shall start again with the first-day-of-pay-service upon returning from sabbatical leave. If two or more Faculty Members have equal service with the District and if one has reached the last-possible time to take a sabbatical leave as provided in Section 7 of this Article, the Faculty Member shall be given preference.

Section 7. Return To Service

(a) A Faculty Member, as a condition of being granted a sabbatical leave, shall agree in writing to render a period of service equal to two (2) academic years for an academic year sabbatical, two (2) semesters for one (1) semester or summer sabbatical to the District after returning from the leave, unless released in writing by the District.

(b) The last-possible time for a Faculty Member to take a sabbatical leave will be such that the Faculty Member shall have the period set forth in subsection (a) remaining to serve the District as a regular (permanent) Faculty Member.

(c) Upon returning to service, the Faculty Member shall, unless an alternate agreement is made, be reinstated in a position equivalent in duties to that held by the Faculty Member at the time of granting of the leave.

Section 8. Payment Of Compensation

Compensation for the sabbatical leave shall be paid upon the return of the Faculty Member, as provided in Section 7, and submission of the Sabbatical Leave report, as provided in Section 10, unless the Faculty Member furnishes a suitable bond indemnifying the District against loss in the event that the Faculty Member fails to render the agreed-upon period of service to the District after returning from the leave. A bond will be required, unless the District approves a leave of absence agreement in lieu of such bond. Failure to render the required service upon return from the sabbatical leave will render a payment to the District by the Faculty Member from the sum received proportionate to the time of failure to meet the service obligation to the District as provided in Section 7. For purposes of this Section, failure to receive credit for course work taken under Section 5(a) or 5(e) shall be considered "failure to render required service."

Section 9. Accident Or Illness

A serious accident or illness which interrupts the program of study, travel, or other approved purposes upon which a sabbatical leave has been granted, shall not jeopardize the fulfillment of such sabbatical nor affect the amount of compensation to be paid such Faculty Member under the terms of such sabbatical leave, provided evidence of such accident or illness satisfactory to the District is furnished by a registered letter mailed within fifteen (15) days after the accident or illness.

Section 10. Report On Sabbatical

Each Faculty Member returning from sabbatical leave shall file a written report with the Sabbatical Leave Committee within six (6) weeks after the beginning of the subsequent semester, exclusive of the summer session. The form of the report shall be planned in consultation with the Sabbatical Leave Committee before the leave is taken. When formal college credit has been earned during the sabbatical leave, an official transcript will also be required. Three (3) copies of the report shall be provided in a manner suitable for binding. The report must be typewritten and must consist of a minimum of three (3) pages, discussing in sufficient detail the sabbatical activities. Failure to file the report by the due date will result in subsequent pay warrants being withheld until the report is received by the Sabbatical Leave Committee. Extension of the report due date may be granted at the discretion of the Sabbatical Leave Committee.

Section 11. Applications

(a) Appropriate deadlines for application shall be set by the Sabbatical Leave Committee and announced to Faculty Members as soon as possible after the beginning of each fall semester. The Faculty Member shall submit a copy of the Faculty Member's application for sabbatical leave to the Faculty Member's appropriate Dean.

(b) Should an applicant be denied for lack of a suitable plan, the applicant will be given an opportunity to improve the plan and resubmit the application within a period of one week from the date of notification that the plan is not acceptable.

(c) Besides the two percent (2%) of the Full-Time Faculty Members who are allowed to be absent on sabbatical leaves of absence during one (1) year, a list of alternates will be established each year to stand by in the event change of plans of applicants or increase in number of staff permits additional grants.

Section 12. Sabbatical Leave Committee

The District will establish a Sabbatical Leave Committee composed of six (6) members, including three (3) Faculty Members appointed by the Federation, and will establish rules for tenure on the committee in order to provide for continuing of membership. The Committee will set and announce deadlines, receive applications, evaluate the plans submitted, recommend to the Vice President - Academic Affairs, prior to the close of the calendar year, those who may be granted leaves, establish a list of alternates, and receive written sabbatical reports, all as specified herein. The Committee may rely on the advice of consultants.

Section 13. Maintenance Of Instructional Program

In the event that the number of applicants from a Division is large enough to cause a curtailment of the instructional program within that Division, then upon recommendation of the Division Dean, the District shall delay for one (1) year the sabbatical leave(s) of the (those) applicant(s) deemed necessary. The Faculty member(s) to be delayed shall be determined on the basis of the least service with the District and such delayed Faculty Member(s) shall have first priority in

the subsequent year. The total number of sabbatical leaves so denied shall be replaced by an equal number of applicants on the list of alternates.

Section 14. Withdrawal From Leave

A Faculty Member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than the earlier of the following:

- (a) Thirty (30) calendar days prior to the beginning of the semester or year of leave; or
- (b) The day before a temporary replacement employee has signed a contract to render services in excess of sixty percent (60%) of a full-time load for the semester or the year, provided that the Faculty Member is given notice at least five (5) calendar days prior to the signing of the temporary replacement's contract.

ARTICLE 14
VACATIONS

Section 1. Allowance

Full-Time Faculty Members employed on a fiscal year basis shall be entitled to twenty (20) work days of vacation each year. In addition, each such Faculty Member shall be entitled to bonus vacation days during any fiscal year if the Faculty Member had twenty-five (25) or more days of sick leave accrued as of June 20 of the prior fiscal year. The Faculty Member will be entitled to one (1) work day of vacation in the subsequent year for each full twenty-five (25) days of such leave accrued as of June 30 of the prior year with a maximum of five (5) bonus vacation days in any one year.

Section 2. Accrual

Vacation time will be accrued on a monthly basis with full credit for each completed calendar month of service in which the Faculty Member is in paid status for a minimum of one-half ($\frac{1}{2}$) of the working days in such calendar month. A Faculty Member who is in paid status for less than one-half ($\frac{1}{2}$) of the working days in a calendar month shall accrue vacation credit at the rate of .03846 time ratio for the Faculty Member's total annual vacation allowance to ten (10) times each regular hour the Faculty member was in paid status. For purposes of this Section, a "calendar month" is defined to include twenty-two (22) working days of paid status; and the number of "days in paid status" shall be twenty-two (22) minus the number of assigned work days the employee is absent without pay, except that when only two (2) or less days are actually worked in any one month, the "days in paid status" shall be the actual number of days worked. "Hours in paid status" is defined as the product of days in paid status times the Faculty Member's regular work hours per day.

Section 3. Accumulation

Each July, eligible Faculty Members will be notified by the District of their June 30 accrued vacation credits. No more than thirty (30) days of that June 30 accrued vacation credited may be continued beyond December 31 of that year. Under this procedure, those June 30 vacation days in excess of thirty (30) at the close of business on December 31 each year will be paid to the employee at his/her current rate of pay and the total vacation credits reduced to thirty (30) days, except for any additional vacation days which may have been accrued but not used for service since that June 30.

Section 4. Scheduling

A Faculty Member shall submit a request in writing for vacation time as far in advance as feasible to the Dean of the Division. In deciding whether to approve or disapprove a specific request, the Dean shall first consider the staffing needs of the department, but shall also be aware of the personal needs of the individual presenting the request. Faculty Members shall be allowed to take vacation while school is in session as well as at times when classes are not meeting. If the Division's work load is such that certain periods of the year are critical, the Dean may block out those periods for vacations provided that the periods so blocked out do not exceed a total of ninety (90) calendar days in any given year. The District may require Faculty Members to schedule not to exceed three (3) days of vacation time during the winter recess.

Section 5. Termination

Upon leaving the employment of the District, a Faculty Member shall be entitled to a lump-sum compensation for all earned and unused vacation at the Faculty Member's current salary. Time off for earned and unused vacation may not be taken in lieu of payment following the last full day worked.

ARTICLE 15

HOLIDAYS

The District will observe the following holidays without loss of pay to faculty employed on the fiscal schedule:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Lincoln's Day	Thanksgiving Day
Washington's Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	

Two (2) additional holidays in accordance with the adopted calendar.

If a holiday listed above falls on a Sunday, the following Monday shall be observed as the holiday; similarly, if a holiday listed above falls on a Saturday, the preceding Friday shall be observed as the holiday. If Independence Day falls on Friday or Saturday, the preceding Thursday shall be observed.

ARTICLE 16

PROFESSIONAL MEETINGS AND CONFERENCES

Section 1. General

The District encourages Faculty Members to attend professional meetings and conferences related to the District's educational program and the Faculty Member's professional growth.

Section 2. Budget Allocation

(a) Each fiscal year the District will budget a conference and travel fund for Faculty Members to be administered as provided herein. The fund will amount to a sum equivalent to One Hundred Dollars (\$100.00) times the number of Full-Time Faculty Member positions provided for that year. The fund will be utilized to pay the cost, or a portion of the cost, of the Faculty Member attending a professional meeting or conference and may include such expenses as registration fees, meals, and lodging expenses and travel expenses.

(b) Each fiscal year, the District will budget an additional conference and travel fund for Faculty Members to be administered by the College Conference Committee. The fund will amount to a sum equivalent to One Hundred Dollars (\$100.00) times the number of Full-Time Faculty Member positions provided for that year. These funds will be used to pay the cost, or a portion of the costs, of the Faculty Member attending a professional meeting or conference that focuses on (1) uses of technology in the instructional program, (2) strategies for improving student retention, or (3) issues of sensitivity to diversity. Such costs may include expenses as registration fees, meal, lodging expenses and travel expenses. The Committee shall set a goal of using twenty-five percent (25%) of these funds for Part-Time Faculty. Funds not used in one fiscal year, as described in this paragraph (b), shall be rolled over to the next fiscal year.

Section 3. Administration Of the Fund

The District's conference and travel fund for Faculty Members will be divided into two parts to be administered as herein provided. Eighty percent (80%) of the fund will be allocated to the College's academic divisions proportionate to the number of Full-Time Faculty Members in each respective division (plus the amount required so that no division will be allocated less than One Thousand Dollars (\$1,000.00) per year) and shall be administered by the Deans of the divisions as

provided in Section 4. Twenty percent (20%) of the fund will be allocated to the College Conference Committee, provision for which is set forth in Section 5 of this Article.

Section 4. Faculty Member Requests

(a) A Faculty Member who desires to attend a conference should submit a request for approval and/or funding in writing to the Dean of the Division at least one (1) month prior to the conference and two (2) months in advance of proposed international travel. International conferences require approval by the Board of Trustees. Therefore, conference requests must be submitted to the Division Conference Committee at least two months prior to the conference date in order to comply with the board approval process. The District cannot be responsible for conference attendance commitments prior to Board approval.

(b) Travel outside the United States must be approved by the President prior to submission of the conference request to the Board of Trustees. The President will provide a written explanation to the faculty members whose request for conference attendance is not approved.

(c) Requests will be reviewed by a committee chaired by the Dean of the Division, a Faculty Member appointed by the Federation representative of the division, and a Faculty Member appointed by the Dean. If the request is deemed appropriate by the committee, the Dean will submit the request for necessary approval and action. The committee may refer the request to the Vice President - Academic Affairs, or the College Conference Committee, if appropriate. The Committee will provide a written explanation to the Faculty Member whose request for conference attendance and/or funding is not approved. Faculty Members utilizing conference and/or travel funding will agree to make a reasonable effort to minimize the cost of substitutes by arranging for their classes to be covered by other Faculty Members, arranging class assignments to utilize students' time appropriately, or by arranging departure times to minimize missed classes whenever possible. The Temporary Instructor Reassignment form (Article 11, Section 10) must be submitted to the Dean if classes will be covered by other Faculty Members.

Section 5. College Conference Committee

(a) A College Conference Committee shall be established composed of the Vice President - Academic Affairs (or the Vice President's designee), one Dean appointed by the Vice President, and two Faculty Members appointed by the President of the Federation. The two Faculty Members appointed by the Federation will be selected from divisions other than that represented by the Dean. The Committee members shall serve for the term of this Agreement. The Vice President (or his or her designee) shall chair the Committee.

(b) The fund administered by the College Conference Committee will be utilized for (1) Conferences of a general import to the College, and (2) Conferences that the District requests a Faculty Member to attend as its representative, and (3) Conference expenses in any division which has utilized its fund and where allocation of additional funds is desirable.

Section 6. District Appointments

The District may appoint a Faculty Member, with the Faculty Member's consent, as its representative to a conference. If a Faculty Member is approved for attendance at a conference, the Faculty Member will be entitled to attend the conference without loss of pay or benefits. The District may approve attendance for a conference without providing any reimbursement for expenses.

Section 7. Reimbursements

If expenses are authorized, the following rules shall apply:

(a) Faculty Members will travel jet economy air coach or by authorized alternative means.

(b) Faculty Members authorized to use a private car with expenses paid shall be reimbursed at the rate established by the District for business travel, but in no case will such mileage expense exceed the cost of jet economy air transportation plus ancillary ground expenses.

(c) If two or more Faculty Members attend a conference and travel together by private automobile, only the individual furnishing the car will be compensated for transportation expenses.

(d) Requests for reimbursement of expenses shall be for actual authorized expenses and shall be made on the appropriate expense form.

Section 8. Reports

Written reports of conferences attended at District expense shall be submitted to the Division Dean.

ARTICLE 17
INSURANCE BENEFITS

Section 1. Medical Plans

Effective July 1, 1996, and annually thereafter, the District shall contribute the minimum payment required, in order to participate in CalPERS medical plan, toward payment of the premium of a medical plan selected by the eligible permanent Faculty Member. The medical plan chosen by the Faculty Member shall be one of those offered by CalPERS under the Public Employees Medical and Hospital Care Act.

(a) The District shall provide as a supplemental benefit plan for each permanent Faculty Member an amount equal to the difference between the minimum premium payment made by the District and the total cost of the medical plan selected by the Faculty Member.

(b) The supplemental benefit plan is applicable to all eligible retirees ages 55 - 65 in accordance with Section 7 of this Article. The CalPERS system will deduct the monthly insurance premium only from the retiree's STRS or PERS retirement check and the District will reimburse the retiree for the cost of the employee's health insurance premium.

(c) The Faculty Member may elect to have his/her eligible dependents covered under the medical plan the Faculty Member selects. If the Faculty Member selects either of the two CalPERS PPO/indemnity plans offered by the District, the Faculty Member shall pay thirty percent (30%) of the cost of such dependent coverage and the District shall pay the remaining seventy percent (70%) of such cost. If the Faculty Member selects any of the CalPERS HMO plans offered by the District, the District will pay one hundred percent (100%) of the coverage.

(d) A Faculty Member whose spouse is a District employee and who selects PERSCare or PERSChoice medical plans may opt to have one (1) medical plan which covers both the employee and the employee's spouse. The District shall pay the difference between two-party and family coverage in order to equalize the paid coverage for this situation. Under this option, an employee spouse would not select his/her own coverage but would opt to be covered under the Faculty Member's Primary Coverage.

(e) Faculty Members may, during the CalPERS open enrollment period in the month of May each year, change plan coverage effective August 1 of each such year.

(f) CalPERS coverage begins on the first of the month following the first day the Faculty Member is in paid status. Thus, a Faculty Member whose first day in paid status occurs on August 10 of any year will have coverage beginning on September 1 of that year. The Faculty Member's coverage continues until the first of the month following a full calendar month after the month in which the Faculty Member's last day in paid service occurs. Thus, a Faculty Member whose last day in paid status was March 10 of any year will have coverage through the month of April. Coverage for the dental plans and the vision plan begins and ends in the same manner.

Section 2. Dental Plans

The District will continue to maintain its current dental plans for all Full-Time Faculty Members and will continue to pay the monthly premium cost of the Faculty Member's coverage. If the Faculty Member selects the Delta Dental Plan and elects to cover his/her eligible dependents by such plan, the Faculty Member will pay thirty percent (30%) of the cost of such dependent coverage and the District will pay seventy percent (70%) of such cost. If the Faculty Member selects the Delta Care Plan and elects to cover the Faculty Member's eligible dependents by such plan, the District will pay the entire cost of the dependent coverage.

Section 3. Vision Plan

The District will continue to maintain its current Vision Service Plan for Full-Time Faculty Members and will pay the entire monthly premium cost for the Faculty Member's coverage. If the Faculty Member elects to have his/her eligible dependents covered by the Plan, the Faculty Member will pay thirty percent (30%) of the cost of such coverage and the District will pay seventy percent (70%) of the cost of such coverage.

Section 4. Life Insurance - AD&D

The District will maintain its life insurance and accidental death and dismemberment insurance plan. The District will pay for the cost of such coverage.

Section 5. Short-Term Disability Income Insurance

The District will continue to make available to Full-Time Faculty Members a short-term disability income insurance plan. The Faculty Member who elects coverage by this plan shall pay the entire cost of such coverage.

Section 6. Tax-Sheltered Annuity

The District will pay Four Hundred Twenty Dollars (\$420.00) at the end of each full year of completed service to each Full-Time Faculty Member not electing dependent medical, dental, and vision insurance coverage for such year. The Faculty Member may, pursuant to IRC regulations, use this sum for a tax-sheltered annuity contribution.

Section 7. Retiree Medical Insurance

(a) The District will provide medical insurance only for any Full-Time Faculty Member who retires pursuant to the regulations of the California State Teachers' Retirement System after reaching age fifty-five (55) under Article 19, Section 1, or Section 2, from the time of retirement until reaching age sixty-five (65) and provided the Faculty Member remains in retired status. Regarding dependent coverage for retirees, the District will also make available to such a retiree medical insurance and dental insurance for eligible dependents with the cost of such coverage to be borne by the retiree, provided such option for dependent coverage is made when the retiree is first eligible.

(b) Effective July 1, 1996, and annually thereafter, per CalPERS regulations, the District shall offer to all eligible retirees sixty-five (65) years and older, the one-time opportunity to participate in the CalPERS medical plan. Retirees who choose not to participate in CalPERS when this one-time offer is made, relinquish all future rights to participate in CalPERS. The District shall contribute the same minimum payment as specified in Section 1 of this Article for an eligible retiree who elects to participate. The retiree shall be responsible for the cost of the medical coverage equal to the difference between the District's payment and the total cost of the selected medical plan.

Section 8. Refund Of Premiums

In the event there is a refund of insurance premiums paid, the refund shall be applied to the District's cost for the subsequent year.

Section 9. Voluntary Tax-Sheltered Annuities

A Full-Time Faculty Member may, subject to the provisions of the Internal Revenue Code, the California Revenue and Taxation code, and the Education Code, voluntarily elect to purchase a tax-sheltered annuity or annuities and enter into an amendment of his/her contract of employment for this purpose and effect a corresponding reduction in salary.

Section 10. Voluntary Employee Organization Insurance Plans

The District shall deduct monthly from a Faculty Member's earnings, where such deduction has been requested by the Faculty Member in a revocable written authorization, for payment of premiums for a group life or disability insurance plan available to the Faculty Member as a result of membership in any employee organization. The written authorization or revocation notice shall be on file with the District at least thirty (30) days in advance.

Section 11. Disability Coverage

Any Full-Time Faculty Member who has completed ten (10) or more years of service with the District and who is determined by the California State Teachers' Retirement System to be totally disabled and is awarded disability benefits by the California State Teachers' Retirement System, shall be eligible to continue medical coverage in the District's medical insurance plans available to Faculty Members with the cost of such coverage to be borne by the disabled individual. The disabled individual must elect to continue such coverage at the time District sponsored coverage would otherwise lapse. Such coverage will remain in effect, subject to the payment of the premium cost by such disabled individual, until the individual attains the age of sixty-five (65) or chooses at an earlier age to discontinue making payment.

Section 12. Insurance Benefits Committee

(a) The District has established an Insurance Benefits Committee comprised of representatives of all union-represented employee groups on campus, as well as employees representing other non-represented groups. The Federation agrees to continue its participation in this Committee. This Committee is authorized to review, study and recommend such changes as it deems appropriate in the health benefits (including medical, dental, and vision benefits) and changes, if any,

in the sharing of costs for any such coverage between the District and its employees. The Committee has no authority to make available medical insurance coverage to any persons not currently eligible for such coverage, provided that, if the Committee selects a program that mandates some form of coverage for persons not currently eligible for such coverage, this condition is waived to the extent of complying with such mandatory coverage.

(b) The District and the Federation agree that any proposals concerning health benefits shall be delegated irrevocably to the Committee and shall be removed from collective bargaining. This shall not include any proposals extending health benefits to persons not currently eligible (except as provided in Paragraph (a) of this section). Any recommended changes of the Committee respecting health benefits, which are adopted by the Trustees, shall be final and binding.

(c) The Committee shall adopt its own by-laws that include, but are not limited to, the terms set forth in Appendix L – Insurance Benefits Committee Guidelines.

(d) Effective January 1, 2002, the District will provide \$20,000 to provide for reimbursement for Part-Time Faculty medical insurance premiums. This amount if not used in full in 2002, will be carried over to 2003. It will be included as an “increased cost of medical benefits” in the “Adjusted COLA” formula (Appendix N). The \$20,000 contribution shall be made annually in future years, unless different terms are negotiated in future negotiations.

Section 13. Part-Time Faculty Members’ Plan

Prior to July 1, 1997, any Part-Time Faculty Member who had not elected to be covered pursuant to the California STRS or PERS was required to participate in the Zahorik Plan where the Part-Time Faculty Member contributed five percent (5%) of pay to the Zahorik Plan and the District contributed two and one-half percent (2.5%) of the Part-Time Faculty Member’s Pay to Zahorik.

Effective July 1, 1997, any Part-Time Faculty Member who has not elected to be covered pursuant to the California STRS or PERS plan for the Part-Time Faculty Member is required to participate in the STRS Cash Balance Plan. The Part-Time Faculty Member shall contribute four percent (4%) of pay to the STRS Cash Balance Plan and the District shall contribute five percent (5%) of the Part-Time Faculty Member’s pay to the STRS Cash Balance Plan.

Section 14. Domestic Partners Benefits

1. The District shall provide medical and other benefits to domestic partners in accordance with the Domestic Partner Rights and Responsibilities Act of 2003 (DPRRA). California Education Code Section 297 provides that registered domestic partners shall have the same rights, protections, and benefits, and shall be subject to the same responsibilities and obligations, and duties under the law, whether they derive from statutes, administrative regulations, court rules, government policies, common law, or any other provisions or sources of law, as are granted and imposed upon spouses.

2. In order to be eligible for benefits, partners must register with the Secretary of State, State of California. In addition, the eligible employee and domestic partner must:

(a) Be unmarried and not related to each other;

(b) Have lived together for at least six months, sharing the common necessities of life and responsibility for each other's common welfare, including financial interdependence;

(c) Be at least eighteen (18) years of age and competent to enter into a contract, or, in the case of persons of opposite sex, one or both persons must be over sixty-two (62) years of age.

3. An employee has sixty (60) days from the date of enrollment with the Secretary of State to complete the HBD12 Health Enrollment Form to enroll their domestic partner and eligible dependent children. Refer to Article 17 for further enrollment information.

4. To obtain coverage both employee and their partner must certify their eligibility by completing the District's Affidavit of Domestic Partnership Form.

ARTICLE 18

PRE-RETIREMENT PROGRAM

Section 1. Purpose And Implementation

In accordance with State law, the District has established and will continue to implement a pre-retirement program so long as such a program is authorized by law. This program allows Full-Time Faculty Members approaching retirement to select a reduced work load program as set forth in this Article.

Section 2. Eligibility

In order to participate in this program, a Faculty Member must meet the following conditions:

(a) The Faculty Member must have been employed by the District as a Faculty Member for at least ten (10) years, of which the immediate preceding five (5) years were full-time employment as defined by the State Teachers' Retirement System (STRS) or the Public Employees' Retirement System (PERS). The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

(b) At the time the Faculty Member begins participating in the program, the Faculty Member must be at least fifty-five (55) years of age.

(c) The Faculty Member must agree to retire and terminate all services with the District at the conclusion of the pre-retirement program, which program will not exceed five (5) years.

(d) The Faculty Member must make application for participation in the program to the District by February 1 of the contract year preceding the contract year in which the program begins.

Section 3. Work Load And Compensation

A pre-retirement program for any eligible Faculty Member will require a reduction in the Faculty Member's normal assignment and will require a commensurate reduction in the yearly contract

salary. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the Faculty Member's yearly contract of employment during the last year of service in a full-time position. Work assignments for Faculty Members on the program will be made pursuant to the following rules:

(a) An Instructor employed on an academic year basis on the program may be assigned to teach, as a minimum:

- (1) 100% one semester and 0% the second semester.
- (2) 50% each semester, or
- (3) Any teaching assignment that will average 50% or more for two semesters of an academic year.

(b) A Nurse, Librarian, Counselor, or Faculty Coordinator employed on an academic year basis or a Counselor employed on a fiscal year basis may be assigned to work, as a minimum any combination of work hours, days, and months in the yearly assignment excluding that year's pro rata vacation entitlement so as to equal at least a fifty percent (50%) work assignment. The participant will receive that percentage of the annual vacation entitlement for that year as the percentage of reduced assignment bears to a 100% assignment. The specific schedule shall be subject to prior agreement between the Dean of the Division and the Faculty Member who participates in the program to insure that peak periods of need are adequately covered.

Section 4. Maintenance Of Benefits

The District will provide a Faculty Member on this program with the same benefits provided Full-Time Faculty Members as set forth in Article 17, Insurance Benefits. The District and the Faculty Member on the program shall agree to make contributions to the State Teachers' Retirement System or the Public Employees' Retirement System equal to the amount that would have been contributed if the Faculty Member had remained in full-time employment. The Faculty Member on the program shall authorize the District in writing to deduct from the Faculty Member's pay such amounts as are necessary to pay the Faculty Member's 100% retirement contribution.

Section 5. Sick Leave

The amount of sick leave earned by the Faculty Member on the program will vary directly to the percent of part-time employment -- that is, fifty percent (50%) employment will yield sick leave of fifty percent (50%) of ten (10) days or five (5) days of full-time sick leave, or ten (10) days of fifty percent (50%) of sick leave. A Faculty Member on the program who utilizes sick leave will have his/her earned sick leave reduced on the same basis as a Full-Time Faculty Member.

Section 6. Sabbatical Leave

A Faculty Member participating in the program is not eligible for sabbatical leave. A Faculty Member who has returned from sabbatical leave may participate in the program at any time after returning from such leave so long as the total fractional time employed by the District thereafter is equal to the required period of post-sabbatical leave service required by Article 13, Section 7.

Section 7. Winter/Summer Session

A Faculty Member participating in the program is not eligible for winter/summer session priority as provided in Article 9.

Section 8. Adoption And Revocation

A Faculty Member who elects to participate in the pre-retirement program shall be required to enter into an Agreement with the District respecting the terms and conditions of the Faculty Member's program, which agreement can be revoked only by mutual consent of the District and the Faculty Member.

ARTICLE 19

RETIREMENT, DISABILITY, AND RESIGNATION

Section 1. Retirement

Faculty Members may elect to retire pursuant to the provisions of the State Teachers' Retirement System or the Public Employees' Retirement System and upon such retirement the Faculty Member's service with the District shall be considered terminated due to the Faculty Member's electing retirement.

Section 2. Disability

A Faculty Member who is determined to be disabled by the State Teachers' Retirement System or the Public Employees' Retirement System and who is approved for a disability allowance shall be considered upon such approval to be terminated due to disability.

Section 3. Retirement Contribution

Faculty Members are required to contribute to the California State Teachers' Retirement System or the Public Employees' Retirement System as provided by State Teachers' Retirement Law. The District will contribute such sums to the retirement system (STRS or PERS) as required by law.

Section 4. Resignation

The District shall accept a Faculty Member's voluntary resignation effective at the end of the academic year, fiscal year, or the end of the summer session, as the case may be, provided that the Faculty Member submits a written notice of such resignation to the Dean of the Division at the earliest opportunity but not later than June 1 of the year. The President or designee shall be empowered to accept in writing the resignation and shall waive the time when the resignation shall take effect, subject to approval by the Board of Trustees. Prior to Board approval, the Faculty Member may withdraw the resignation, subject to the agreement of the President or designee.

ARTICLE 20

PROCEDURES FOR FACULTY EVALUATION

The purpose of this Article is to improve instruction, counseling, and other educational services assigned by the District through the periodic evaluation of contract, regular, Part-Time, and Full-Time Temporary Faculty Members. All matters described in this section relating to tenure, dismissal of Contract (Probationary) Faculty Members, termination, and the evaluation process are intended to conform to the California Education Code. In this regard the District, the Federation and all bargaining members retain all rights provided in Sections 87608, et seq. of the California Education Code as such Code is amended from time to time.

Section 1. Evaluation Of Contract (Probationary) Instructors

(a) Timeline

Each contract Instructor will be evaluated during the first, second, third, and fifth semesters after hiring. If the first three evaluations are satisfactory, no evaluation will be necessary during the fourth semester after hiring. Upon satisfactory evaluation during the fifth semester, the evaluation panel will meet during the seventh semester to recommend whether or not to grant tenure. If recommended and approved, tenure will commence at the beginning of the ninth semester and the first evaluation after being granted permanent status shall be in the third year of tenure.

(b) Requirements

The evaluation will consist of (1) a self-evaluation, (2) student evaluations, (3) a peer evaluation, and (4) the evaluation by the Dean. The peer evaluation will include (1) a review of the student evaluations which will be administered by the Dean or Designee, (2) classroom or work site visitation by the evaluator and the Dean, and (3) a conference with the evaluatee. Copies of the conference report will be provided to the evaluatee, Dean, and the appropriate Vice President who will forward a copy to the evaluatee's permanent personnel file.

(c) Panel

The purpose of this panel is to assess the teaching effectiveness of the evaluatee and other duties, including committee work, appropriate to a contract Faculty Member as defined by this Agreement and to ascertain if the evaluatee's total performance is satisfactory, needs

improvement, or is unsatisfactory. During the first and second semester evaluations, the evaluation will be conducted by two regular Faculty Members, one of whom must be from the hiring committee, and the Dean, Assistant Dean, or Director. Thereafter, the evaluation will be conducted by a Full-Time Faculty Member and the Dean, Assistant Dean, or Director, as appropriate. The peer evaluator(s) will be chosen by the Dean from the evaluatee's discipline. In the event there is no regular Full-Time Faculty Member in the discipline to provide subject matter expertise, the Dean may recruit an evaluator from a neighboring college. If the peer evaluator(s) is not acceptable to the evaluatee, the Dean and the senior representative of the Academic Senate from the Division will choose three names of Full-Time Faculty Members in the following priority of selection, first from the evaluatee's discipline, second from the evaluatee's department, and third from the Division. The evaluatee will then choose one to serve as the peer evaluator.

(d) Special Responsibilities

The hiring committee which recommended the hiring of the contract Faculty Member shall set forth in writing those special responsibilities applicable to the position for which the contract Faculty Member was employed and upon which the contract Faculty Member shall be evaluated in addition to the responsibilities generally outlined in Appendix A, Position Description - Instructor. The Dean shall provide the contract Faculty Member with a copy of such special responsibilities at the time of employment.

(e) Self-Evaluation

Each contract Faculty Member shall complete a self-evaluation report on a standardized form and present copies to all panel members one (1) week before the evaluation meeting. This standardized report form, included in Appendix J, shall include but may not be limited to:

(1) Objectives for the continued improvement of instruction based on the job description (Appendix A) and any special responsibilities.

(2) The results of the student survey, a self-examination of teaching effectiveness, effective encouragement of student success and effective encouragement of student course completion, and other factors the panel deems relevant.

(3) Professional growth activities, including any conferences or workshops attended by the evaluatee.

(4) Copies of course syllabuses which include the contract Faculty Member's classroom policies, grading procedures, and course content timeline.

(5) College committees on which the evaluatee is serving or has served since the last evaluation.

(6) The extent to which the objectives for improvement of instruction stated in the prior evaluation have been met.

(f) Student Evaluation

A student survey shall be administered by the Dean or designee each semester of evaluation to all students of the Instructor. The Dean's designee shall not be the evaluatee. This survey shall be completed on a standardized form which has been designed and approved by the Evaluation Procedures Committee. Additional forms may be utilized by Divisions or departments, subject to approval of the Evaluation Procedures Committee. The questionnaire will be administered to all classes of the contract Faculty Member during the seventh (7th) or eighth week of the semester. Exceptions may be made for those courses that are less than one (1) semester in length, or when the evaluatee is not available for a substantial portion of the semester. The results of all surveys must be returned to the contract Faculty Member one (1) week before the evaluation conference.

(g) Peer Evaluation

All members of the evaluation panel are required to make at least one (1) classroom or other work-site observation, with prior notice to the evaluatee, each semester of evaluation and complete a report prepared on a standardized form prepared by the Evaluation Procedures Committee. The Dean, Assistant Dean, or Director has the prerogative to make a classroom visit at any time.

(h) Evaluation Conference

An evaluation conference will be scheduled by the Dean, Assistant Dean, or Director during each of the first, second, third, and fifth semesters normally no later than the end of the fourteenth week of the semester. All members of the evaluation panel must be present. The conference will include, but will not be limited to, the items listed in the evaluatee's self-

evaluation report, the student evaluation, the peer evaluation, and the Dean's evaluation. The basis upon which any "needs improvement" or "unsatisfactory" comments are made will be discussed and assessed at such conference. A short continuance of the conference will be granted if the evaluatee needs additional time to respond to items raised at the conference. At the evaluatee's request, a Federation representative may attend the conference. However, a scheduled conference will not be postponed more than five (5) work days to accommodate attendance of a Federation representative.

(i) Conference Report

(1) The Dean will submit the conference report to any evaluatee with an overall evaluation of "needs improvement" or "unsatisfactory" within fourteen (14) days following the evaluation conference. All other reports will be submitted within thirty (30) days. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. All reports will reflect the evaluation conference discussions. A majority of the panel must concur in recommending an overall rating of "satisfactory," "needs improvement," or "unsatisfactory." If the Dean and the evaluator(s) cannot agree on the overall rating, resulting in a tied vote, then they will meet with the appropriate Vice President of the college and the President of the Federation, or designees. If the vote on the overall rating is still tied, the procedure in subsection (h) of this section will begin.

(2) If a contract Faculty Member is judged to have an overall rating of "needs improvement" or "unsatisfactory," specific reasons must be itemized in the report that will guide the contract Faculty Member in improving. The report shall not include any items of a derogatory nature respecting the evaluatee unless such items have been discussed at the evaluation conference and the evaluatee is given an opportunity to respond to such items. If the contract Faculty Member or any member of the panel does not concur with the report, such individual(s) may submit a written and signed statement of dissent, which statement shall include the reasons for the disagreement.

(3) The conference report will be submitted to the Vice President - Academic Affairs, and/or the appropriate Vice President with a copy to the Instructor. In addition, the evaluatee and any member of the panel may submit a written signed statement expressing a dissenting opinion with reasons for the disagreement. All evaluation materials will be forwarded by the Vice President to Human Resources for inclusion in the employee personnel file.

(4) A contract Faculty Member being judged overall "needs improvement" or "unsatisfactory" has the right to file a grievance of this rating on either one of two bases: (1) the evaluation is alleged to be unreasonable; or (2) improper procedures are alleged to have been followed. Any grievance filed must be accompanied by specific reasons as to how the evaluation is alleged to be unreasonable or how the procedures are alleged not to have been followed.

(5) If a contract Faculty Member is given an overall rating of "needs improvement" or "unsatisfactory" per subsection (i) of this section, the Faculty Member will not be eligible for summer school, overload or any assignment beyond a regular load.

(j) Procedure For Overall "Needs Improvement" Rating

If the contract Faculty Member is identified with an overall evaluation "needs improvement," the panel and the evaluatee will develop recommendations for the Faculty Member to improve his/her effectiveness. The panel may work with the Faculty Member for up to two (2) semesters or a minimum of four (4) weeks, whichever is more appropriate, after the rating was assigned. The panel must conduct classroom or other appropriate observations of the Faculty Member, administer student surveys as appropriate, hold conferences with the Faculty Member, and may require the Faculty Member to present other materials such as student records and tests. On the basis of the above, an overall rating of either "satisfactory" or "unsatisfactory" will be assigned. If the contract Faculty Member is assigned an overall rating of "unsatisfactory," a March 15 Notice of Dismissal will be issued.

(k) Procedure For Overall "Unsatisfactory" Rating

(1) If the Faculty Member is assigned an overall rating of "unsatisfactory" per subsection (i) of this section, a new evaluation team will be selected. The team shall include the appropriate Vice President, who shall chair the team, the Dean of the

Division, four (4) regular Faculty Members, and if requested by either the Dean or the evaluatee, a non-voting affirmative action representative. Two (2) of the regular Faculty Members are to be appointed by the President of the Academic Senate from the contract Faculty Member's Division and two (2) are to be appointed by the President of the Federation from the faculty at large. The Faculty Member will be afforded all protections under this Agreement and applicable Education Code provisions.

(2) The purpose of the panel described in subsection (k) above is to review the work of the previous panel and conduct any additional investigations the panel views as appropriate, including additional classroom observations, student and/or peer surveys, and conferences with the Faculty Member to discuss their findings and recommendation.

(3) The evaluation team shall prepare a written report with recommendations, which will be signed by the Faculty Member and by each member of the evaluation team. The appropriate Vice President, may assign the drafting of the report to a member of the team. If the evaluation team concludes that the Faculty Member has made the necessary improvement, the evaluation will be determined to be overall "satisfactory." If at least four (4) members of the evaluation team conclude that the Faculty Member has not made sufficient improvement, the committee shall recommend to the President that the Faculty Member not be issued a contract. A tie vote will mean that the Faculty Member will be retained. A full report shall be prepared and submitted to the President in support of the recommendation. This report must be submitted at least fifteen (15) working days prior to March 15.

(4) If the contract Faculty Member or any member of the team does not concur with the conference report, such individual may submit a written signed statement of dissent, which statement shall include the reasons for the disagreement.

(l) Full-Time Temporary Instructors

Full-time Temporary Instructors will be evaluated as provided in Section 1, subsections (a-k), with the understanding that a Faculty Member can serve in this capacity only two (2) semesters out of any consecutive six (6). If, however, a Full-Time Temporary Instructor is selected as a contract Instructor in the year following the full-time temporary

assignment, that Instructor will be evaluated during the third and fifth semesters as specified above.

Section 2. Evaluation Of Regular (Permanent) Tenured Instructors

(a) Timeline

Tenured Faculty Members will be evaluated every three (3) years. They may also be subject to the evaluation process for cause at a time other than the normal evaluation rotation schedule, subject to the approval of the appropriate Vice President and provided that at least one (1) semester has passed since the last evaluation for which the Regular Faculty Member received an overall rating of satisfactory.

(b) Postponement

After the announcement of evaluatees for the semester but before the process of evaluation has begun, a regular (permanent) tenured Faculty Member may request a postponement due to hardship or personal catastrophic circumstances which would adversely affect that semester's evaluation. With the approval of the Dean/Supervisor, the evaluation of that Faculty Member will be postponed until the next semester. If, due to hardship or personal catastrophic circumstances, the Faculty Member requests a postponement after the evaluation process has begun, the evaluation procedure may be suspended with the permission of the Dean and be recommenced the next semester. An overall rating will not be given during the semester when the evaluation process was suspended; however, materials gathered during that evaluation may be used by the evaluator and the Dean when the process is resumed. The postponement or suspension of the evaluation process will not exceed one (1) semester from the original announcement of the evaluation.

(c) Requirements

The evaluation will consist of a (1) a self-evaluation, (2) a student evaluation, and (3) a peer evaluation. The peer evaluation will include (1) a review of the student evaluations which will be administered by the Dean or a designee, (2) a classroom or worksite visitation by the evaluator and, where appropriate, the Dean, and (3) a conference with the evaluatee. Copies of the conference report will be provided to the evaluatee, the Dean, and to the Vice President who will forward a copy to the evaluatee's permanent personnel file.

(d) Panel

The evaluation will be conducted by a Full-Time Faculty Member chosen by the Dean from the evaluatee's discipline who will be responsible for writing the conference report and for submitting all evaluation materials to the Dean's office, if the Dean is not a member of the evaluation panel. If the peer evaluator is not acceptable to the evaluatee, the Dean and the senior representative from the Academic Senate from the Division will choose three (3) names of Full-Time Faculty Members as described in Section 1(c). The evaluatee will then choose one (1) or more to serve as the peer evaluator. The evaluatee or the evaluator may also request that the Dean participate in the evaluation, or the Dean, at his/her option, may do so. This would be in the capacity of an additional evaluator. The purpose of this panel is to assess the teaching effectiveness of the evaluatee and other duties, including committee work, appropriate to a tenured Faculty Member as defined by this Agreement and to ascertain if the evaluatee's overall performance is "satisfactory," "needs improvement," or is "unsatisfactory."

(e) Evaluation Procedures

The evaluation procedures shall be the same as those set forth in Section 1(d)-(k) of this article. However, if a Faculty Member is assigned an overall "needs improvement" or "unsatisfactory" and there are no tenured faculty in the discipline, the evaluation committee will first attempt to identify qualified Full-Time Instructors from other local community colleges to augment the committee. If none are available, the committee will propose three (3) names from the community, and the District and the evaluatee will agree on one (1). If no agreement can be reached, names will be stricken from the list alternately with the first strike being determined by a coin toss. The function of this person will be to provide technical expertise to the rating panel.

(f) Procedure For Overall "Unsatisfactory" Rating

If the Faculty Member is assigned an overall rating of "unsatisfactory" under the provisions of Section 1(i), an evaluation team will be selected. The team shall include the appropriate Vice President, who shall chair the team, the Dean of the Division, four (4) regular Faculty Members, and if requested by either the Dean or the evaluatee, a non-voting affirmative action representative. Two (2) of the regular Faculty Members shall be appointed by the President of the Academic Senate from the Faculty Member's Division and two (2) by the President of the Federation from the faculty at large. The team members may observe the

Faculty Member as many times as is necessary, conduct any type of student and/or peer survey that may be helpful in analyzing the Faculty Member's performance, and may hold conferences with the Faculty Member for the purpose of discussing their findings and recommendations.

(g) Written Report

The evaluation team shall prepare a written report with recommendations, which report will be signed by the Faculty Member and by each member of the evaluation team. The appropriate Vice President may assign the drafting of the report to a member of the team. If the evaluation team concludes that the Faculty Member has made the necessary improvement, the evaluation will be determined to be "satisfactory." If at least four (4) members of the evaluation team conclude that the Faculty Member has not made sufficient improvement, the committee shall recommend to the President that the regular Faculty Member be suspended or dismissed. A tie vote will mean that the Faculty Member will be retained. A full report shall be prepared and submitted to the President in support of the recommendation. This report must be submitted at least fifteen (15) working days prior to March 15. If the Faculty Member or any member of the team does not concur with the report, such individual may submit a written, signed statement on the dissenting opinion, which statement shall include the reason for the disagreement.

(h) Restrictions Relating To An Overall "In Need of Improvement" or "Unsatisfactory Rating"

If a regular Faculty Member receives an overall evaluation of "in need of improvement" or "unsatisfactory," that Faculty Member will not be eligible for sabbatical leave unless and until the Faculty Member has determined to be "satisfactory," except that the District may approve a sabbatical leave for such Faculty Member if it determines that a sabbatical leave would assist the Faculty Member in obtaining a "satisfactory" evaluation. In addition, the Faculty Member will not be eligible for summer school, overload, or assignment beyond a regular load.

Section 3. Part-Time Faculty Members

(a) Timeline

Part-Time Faculty Members shall be evaluated during the first semester of employment and at least once during the next three (3) semesters of employment. Thereafter, the Part-Time Faculty Member will be evaluated at least once every three (3) years providing that a break of service of over one (1) year does not occur.

(b) Requirements

The evaluation will consist of (1) a self-evaluation, (2) student evaluations, and (3) a peer evaluation. The peer evaluation will include (1) review of the student evaluation which will be administered by the Dean or Designee; (2) classroom visitation by the evaluator, and where appropriate, the Dean, Assistant Dean, or Director; (3) a conference with the evaluatee; and (4) copies of the conference report to the evaluatee, Dean, and the evaluatee's permanent personnel file. The evaluatee or evaluator may also request that the Dean, Assistant Dean, or Director participate in the evaluation or the administrator can choose to participate or assign a designee as an additional evaluator. No Full-Time Faculty Member other than administrative interns or faculty coordinators shall be required to evaluate more than two (2) Part-Time Faculty Members during any academic semester. This is designed to be a maximum and not a required minimum. Faculty Members may choose to do more than two (2) evaluations. Deans shall make every effort to rotate equitably evaluation assignments.

(c) Panel

The evaluation will be conducted by one (1) or more Full-Time Faculty Members chosen by the Dean from the evaluatee's discipline. The purpose of this panel is to assess the teaching effectiveness and other duties appropriate to a Part-Time Faculty Member as defined by this Agreement and to ascertain if the Part-Time Faculty Member's overall performance is "satisfactory," "needs improvement," or "unsatisfactory."

(d) Evaluation Procedures

The evaluation procedures shall be the same as evaluation of contract faculty as set forth in Section 1(d)-(k) of this Article.

Section 4. Faculty Members Other Than Instructors

Evaluation of Faculty Members (whether Full-Time or Part-Time) who are not instructors shall generally follow the procedures set forth in Sections 1, 2, or 3 as appropriate. If the student and peer evaluation procedures set forth in Sections 1, 2, or 3 are deemed inappropriate, alternative procedures will be established by the Faculty Member(s) in a particular position and the responsible administrator. Such procedures shall be submitted to the Evaluation Procedures Committee for approval. In the event that agreement on procedures is not reached between the Faculty Member(s) and the responsible administrator by the end of the fourth week of the semester, the Evaluation Procedures Committee shall determine the procedure to be utilized in time for the evaluation to proceed. In the event of a tie vote by the committee, the Vice President - Academic Affairs, or appropriate Vice President, shall cast the deciding vote. Once procedures have been established in any given Division or department, the procedures will carry over from one semester to the next semester and from year to year unless either the concerned Faculty Member(s) or the concerned administrator desires a change, in which event the method described in this section will be utilized.

Section 5. Evaluation Procedures Committee

An Evaluation Procedures Committee of three (3) persons, one (1) appointed by the District, one (1) appointed by the President of the Academic Senate, and one (1) appointed by the Federation, will evaluate the effectiveness of these procedures and make recommendations to the District and the Federation for any change. This committee has the responsibility of preparing and revising, as necessary, all standardized surveys and report forms to be used in the evaluation process and for the design and approval of the student surveys, which vary by department/Division/work site. Student survey forms should be submitted to the committee to be kept on file and the committee should be notified of any changes or updates in the student survey forms. All report forms prepared by the Evaluation Procedures Committee must be approved by the Academic Senate Council. From time to time this Committee may, with the approval of the Academic Senate Council, change the report forms or make other appropriate changes in the evaluation procedures consistent with the Article.

Section 6. General

(a) Where appropriate, a Director, or Faculty Coordinator, when assigned by the Vice President - Academic Affairs; or Vice President - Student and Community Advancement; or the

Division Dean, will perform the duties of the Dean as provided in this Article. Except in emergency situations, the Faculty Member will be informed in writing at the beginning of the semester of evaluation as to the Dean, Director, or Faculty Coordinator who will be responsible for the Faculty Member's evaluation.

(b) All records and reports of the evaluation procedure will be retained by the District in the Faculty Member's personnel file and such reports and records may be utilized in any proceeding subject to the provisions of the Education Code.

(c) A Faculty Member who received an overall rating of "needs improvement" or "unsatisfactory" has the right to file a grievance on either one of two bases: (1) the evaluation is alleged to be unreasonable; or (2) improper procedures are alleged to have been followed. Any grievance filed must be accompanied by specific reasons as to how the evaluation is alleged to be unreasonable or how the procedures are alleged not to have been followed.

ARTICLE 21

GENERAL PROVISIONS

Section 1. Personnel Files

(a) There shall be one (1) official District personnel file for each Faculty Member. The material in the official District personnel file shall be considered and used as the only official personnel record of the District in any proceeding affecting the status of the Faculty Member's employment with the District.

(b) The material in the file shall be made available for the inspection by the Faculty Member to whom the file pertains except ratings, reports or records which were (1) obtained prior to the employment of the Faculty Member, (2) prepared by identifiable selection or evaluation committee members, or (3) obtained in connection with a promotional evaluation.

(c) A Faculty Member shall have the right to inspect the file, except as provided in subsection (b) of this Section upon written request. A representative of the Federation, chosen by the Faculty Member, may at the Faculty Member's request, accompany the Faculty Member in this review. The review shall be made during normal business hours and at a time when such Faculty Member or Members are not otherwise required to render service to the District.

(d) Any item to be placed in the file shall be clearly identified as to its source or originator and its date of receipt by the District.

(e) Information that could impact the evaluation of the Faculty Member, except that listed under subsection (b) of this Section, shall not be entered or filed unless and until the Faculty Member is given notice and an opportunity to review and comment thereon. Such comments, including any supporting documents submitted in writing by the Faculty Member and/or the Federation if requested by the Faculty Member, shall be attached and filed accordingly. Such review shall take place during normal business hours, and the affected Faculty Member shall be released from duty for this purpose, if necessary, without salary reduction.

(f) Official District personnel files shall also be available to the Board of Trustees, the Superintendent/President, the Assistant Superintendents/Vice Presidents, the Director of Human Resources, the Dean or Assistant Dean of the Faculty Member's Division, and to any confidential employee of the District designated to receive such files. No other party shall have access to a Faculty Member's file, except as the result of a legal proceeding, without the written authorization of the Faculty Member.

Section 2. Right to Representation

Upon request by the Faculty Member, the District shall afford the Faculty Member the right to have a Federation representative present at meetings involving the Faculty Member and College Administration which could result in negative consequences to the Faculty Member's employment. This request may be made prior to or during the meeting. The District and the Federation will cooperate to schedule such meetings.

Section 3. Medical Examinations

(a) If the District has reasonable cause to believe that a Faculty Member's ability to perform the assigned duties is impaired by a physical, mental, or emotional disease or condition, the District shall informally discuss this concern with the Faculty Member involved and may, if deemed appropriate, suggest that the Faculty Member seek appropriate professional assistance.

(b) If the Faculty Member does not show adequate improvement over a reasonable period of time in the performance of the assigned duties, the President, or Vice President responsible for Human Resources functions, may require the Faculty Member to undergo appropriate examinations by a Board Certified or Board Eligible psychiatrist, physician, or clinical psychologist selected by the District and specializing in the area of concern. The Faculty Member may request that the psychiatrist, physician, or clinical psychologist selected by the District and a psychiatrist, physician, or clinical psychologist chosen by the Faculty Member select a third such professional to conduct the examinations which shall be at District expense. The Faculty Member shall be required to execute a release so that the clinical psychologist, physician, or psychiatrist may make a confidential report of the findings to the President or Vice President responsible for Human Resources functions. In the event the report concludes that the Faculty Member is able to perform the assigned duties, the report shall be destroyed.

(c) A required examination shall be deferred in the event the Faculty Member chooses to take the matter to grievance pending the outcome of the grievance process. Any grievance arising under this Section will begin at Article 22, Section 6.

(d) Nothing herein shall preclude the District from taking action pursuant to Education Code Section 87732.

Section 4. Home Address/Telephone Number

Faculty Members are required to keep on file their current home addresses and telephone numbers in the office of the Dean of their Division and in Human Resources.

Section 5. Non-Discrimination

The District and the Federation agree not to discriminate against any Faculty Member on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical, or mental disability (including HIV and AIDS), service as Vietnam era veteran, or membership or non-membership in any faculty organizations.

Section 6. Budget Requests

The District shall establish a procedure whereby each contract and regular Faculty Member will have an opportunity once each academic year to submit written budget requests and recommendations to the Dean of the Division who shall consider such requests and recommendations in making recommendations to the appropriate officials of the District. The Faculty Member may retain a copy of such request.

Section 7. Committee Meetings

Faculty Members who are serving on committees established or recognized by this Agreement, or on committees established by the District, will receive released time without loss of compensation if the committee meeting conflicts with the Faculty Member's class or office hour schedule; however, it is understood that committee meetings shall be scheduled, if possible, at hours that do not conflict with the assigned duties of the Faculty Member involved.

Section 8. Minimum Qualifications

In order to teach in a discipline, a Faculty Member is required to meet minimum qualifications in compliance with the Education Code or have been granted equivalency in accordance with Board Policy.

Section 9. Tuberculosis Examination

(a) An X-ray of the chest or a tuberculin skin test shall be required of each Faculty Member every four (4) years between July 1 and December 31, and the results of such examination shall be filed with Human Resources. The cost of the examination shall be paid by the District, providing that it is administered by the College Health Center or medical center retained by the District for this purpose.

(b) If a tuberculin skin test of a Faculty Member shows a "positive" reaction, the Faculty Member shall be required to have a chest X-ray examination.

(c) If the examination results in a finding that the Faculty Member is suspected of having active tuberculosis, the Faculty Member shall be immediately released of all duties, granted any paid leave benefits to which he may be entitled under Article 11, and shall be reinstated only after conclusive evidence is presented that the Faculty Member is free of active tuberculosis.

(d) A Faculty Member may file an affidavit with Human Resources stating that the Faculty Member adheres to the faith or teachings of any well-recognized religious sect, denomination, or organization, and in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion, and that to the best of the Faculty Member's knowledge and belief that active tuberculosis is not present and request that an examination hearing be held before the Board of Trustees.

Section 10. Parking

Parking spaces will be provided Faculty Members on District premises. For the term of this Agreement there will be no charge for such parking.

Section 11. Confidentiality

Consistent with the ethical standards of the student counseling profession, the confidentiality of the counseling relationship between a counselor and the student counseled shall be respected by all parties.

Section 12. Keys

Faculty Members will be required to reimburse the District for lost keys at the District's cost of such keys, unless the keys were lost due to a burglary or reported theft. If re-keying one or more

doors is necessary as the result of a lost key, the Faculty Member will also be required to reimburse the District for that cost up to a maximum of fifty dollars (\$50.00).

Section 13. Computer Use

The Faculty Computer – Use Agreement is attached hereto as Appendix K.

ARTICLE 22

DISPUTE RESOLUTION PROCEDURES

Section 1. Purpose And Definitions

It is the purpose of the Article to outline a procedure for addressing disputes that may arise between the Federation and the District in order that they may be resolved in the most timely, amicable, and efficient manner consistent with meeting the individual and mutual interests of the parties concerned.

(a) Complaint: An allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of the terms, provisions, and conditions of the Agreement or of any "Policy of the District" to the extent that the individual, group, or Federation, as the case may be, believes to have been adversely affected and unfairly or inequitably treated.

(b) Policy Of The District: A rule, regulation, or policy adopted by the Board of Trustees.

(c) Grievance: A written complaint filed pursuant to Section 6 of this Article, which complaint states a claim of a violation of the terms and conditions of this Agreement and that such violation adversely affects the grievant(s).

(d) Complainant/Grievant: An individual Faculty Member or a group of Faculty Members, an individual acting on behalf of Faculty Members having the same or similar grievance or complaint, or the Federation.

(e) Mediation: The process by which an impartial third party (Mediator) assists the parties involved in a dispute to resolve their differences and arrive at a mutually agreeable settlement.

(f) Mediator: The person or persons selected by the President of the Federation and the Director of Human Resources to implement the mediation process.

(g) Working Days: Any day during which the Administrative Offices of the District are open for business to the public.

(h) Dean: For purposes of this Article, the term "Dean" refers to the Dean of the Faculty Member's Division or the Dean of another Division, or higher official, or a director or manager, who is the responsible District officer involved in the acts complained of.

Section 2. Exclusions

It is expressly understood that the following are specifically excluded:

(a) Any dispute concerning the provisions of Article 1, Recognition,

- (b) Any dispute arising out of either the existence of, or the exercise of, any of the rights of the District as set forth in Article 2, Rights of the District, or any other rights of the District not expressly limited by the terms of this Agreement,
- (c) Any action taken pursuant to Article 6, Section 3, except subsections (f), (g), and (h) and subparagraph (8) of subsection (a) of Article 6, Section 3,
- (d) Any dispute arising out of Article 23, Work Stoppage, and
- (e) Such other exclusions, as may be included within this Agreement.

Section 3. Informal Complaint

Prior to filing a formal complaint pursuant to Section 4, the Faculty Member shall initially discuss the complaint and the remedy sought in person with the appropriate Dean within ten (10) working days after the circumstance or action giving rise to the complaint was discovered or reasonably could have been discovered. The parties will informally discuss the complaint and make an earnest and good-faith effort to resolve it.

Section 4. Formal Complaint

(a) If the complaint is not resolved at the Section 3 meeting, the Faculty Member(s) who desires to proceed further with the complaint shall file the complaint in writing with the Dean within ten (10) working days after the Section 3 meeting. The complaint shall fully state the facts surrounding the complaint and shall specify the provision or provisions of this Agreement alleged to have been violated or the Policy of the District alleged to have been violated and the remedy sought. The complaint shall be signed and dated by the Faculty Member(s) and shall include a statement that the Section 3 efforts were not successful in resolving the complaint.

(b) Upon receipt of the complaint, the Dean shall promptly forward two (2) copies of the complaint to the Director of Human Resources, who shall in turn promptly forward one (1) copy to the President of the Federation. The Dean will promptly schedule a meeting with the Faculty Member to review and discuss the complaint. Such meeting will be scheduled to take place no later than five (5) working days from the date the written complaint is received by the Dean.

(c) The Dean will provide the Faculty Member with a written reply to the complaint, either hand delivered or by certified mail within ten (10) working days following the date of the meeting. Such reply will terminate this Section 4 procedure.

Section 5. Mediation

Any complaint that is not resolved through the procedures set forth in Sections 3 and 4 may be pursued within ten (10) working days of the Section 4 response of the Dean by the Faculty Member or the Dean in accordance with the following procedure:

(a) The Faculty Member or Dean shall notify the President of the Federation and the Director of Human Resources in writing of the referral of the dispute to Mediation. Such notification shall be accompanied by copies of the complaint and reply.

(b) (1) The President of the Federation and the Director of Human Resources, or designee(s), shall meet promptly (within five (5) working days) to agree upon the selection of a Mediator from a pre-determined list of qualified persons. The complainant(s) and the Dean must agree on the selection and the person selected must agree to serve as Mediator in the dispute.

(2) If the President of the Federation and the Director of Human Resources cannot agree on a Mediator, each will select at least three (3) names from the pre-determined list and will place the names in a vessel and will draw the names one by one, with the first name drawn being the first to solicit for the assignment, subject to the concurrence of the complainant(s) and the Dean, and sequentially in the order drawn.

(3) The selected and agreed-upon Mediator will promptly (within five (5) working days after the appointment) set the time and place of mediation in writing to the complainant(s) and the Dean with copies to the President of the Federation and the Director of Human Resources.

(4) If the Mediator desires another mediator to participate as a team in the Mediation, the Mediator will select such person from the pre-determined list. Such selection shall be approved by the President of the Federation, the Director of Human Resources, and the parties to the dispute. The first appointed Mediator shall retain the administrative responsibilities for the Mediation.

(c) The parties shall make a good-faith effort to resolve the issues identified in the complaint through the use of the Mediator who will assist the parties in their efforts to achieve a mutually satisfactory resolution of the complaint. The Mediator shall not issue any public statement of fact or opinion concerning the issues or positions under discussion. Similarly, in no instance shall

the form or matter of these discussions, including settlement statements, positions, offers, or proposals made during the mediation process be revealed publicly by the parties nor referred to or introduced in any subsequent proceedings except with the written permission of the parties directly involved.

(d) The mediation conference shall be informal in nature. There shall be no formal rules of evidence. No transcript of the conference, written or verbal, shall be made. Any additional ground rules pertaining to the conduct of the conference shall be agreed upon by the parties. The Mediator shall attempt to assure that all pertinent and relevant facts, considerations, and concerns are revealed by the parties. The Mediator shall have the authority to meet with the parties separately and in confidence (caucus), but will have no authority to compel a resolution of the complaint. Any of the parties may request the attendance of one other person of his/her choice in order to provide assistance or support for that party; however, only those parties directly involved in the complaint may participate as spokespersons during the mediation conference. Witnesses may also be called by the parties in order to clarify the facts involved in the dispute.

(e) If a satisfactory resolution of the complaint is achieved during the mediation conference, the parties shall sign a written statement to that effect and thus waive the right of the parties to any further appeal of the complaint, unless the terms and conditions of the agreement are not adhered to. The Mediator shall provide a copy to the District and the Federation, each of which shall then have ten (10) working days in which to file a response regarding whether the written agreement resolving the complaint is unreasonable or inconsistent with the terms of the Agreement or Policy of the District. Such response, if any, will be considered during the follow-up phase of the mediation process pursuant to subsection (g) of this Section.

(f) If a resolution is not achieved during the mediation conference, the Mediator shall provide the parties a non-binding opinion regarding potentially workable resolution alternatives. Such opinions are of advisory, non-precedential nature only. Confidentiality provisions contained in subsection (c) of this Section shall apply to such opinions.

(g) The Mediator shall be responsible for sending to all parties directly involved in the complaint, as well as to the District and Federation, a copy of the written agreement resolving the complaint; or, if there is no resolution, a written statement to that effect. Any written response(s) from the District or the Federation shall be sent directly to the Mediator. The Mediator shall then convene a mediation conference within ten (10) working days of receipt of any response(s) in order

that the parties to the complaint and the Mediator may discuss what, if any, revisions may be incorporated into the agreement as written that would address the concerns identified in the District and/or Federation response(s).

(h) The Mediator may terminate the proceedings under this Section at any time if neither the interests of the parties nor the integrity of the process are served by continuing.

(i) No later than thirty (30) days following the concluding mediation conference, the Mediator shall contact the parties to the complaint to assess the status of their dispute, compliance with any written agreement, and assess the possible need for an additional mediation conference or an extension of time for further follow-up monitoring by the Mediator.

(j) The Mediator shall maintain a complete written confidential record of all discussions and communications occurring before and during the conference, and including follow-up, that transpired as they relate to the implementation of this Section.

(k) For complaints involving alleged violation or misapplication of the Policy of the District and complaints pursuant to Section 15 of this Article, the process shall conclude at this point.

(l) The Director of Human Resources shall from time to time designate a classified employee of the District to provide secretarial assistance to the Mediator in making arrangements and in preparing and forwarding any notices of the documents required. The President of the Federation and the Director of Human Resources shall agree on such forms as may be needed to facilitate the mediation process.

Section 6. Grievance

If the complaint is not resolved per Section 5 of this Article, the complainant may, within ten (10) working days, appeal any complaint as a grievance by filing a written statement of appeal with the President of the Federation and the Director of Human Resources. This statement, together with a copy of the written complaint and the Dean's written reply, shall begin the grievance process. The appropriate Vice President shall schedule a meeting within ten (10) working days of the receipt of the written appeal in order to resolve the grievance. Within ten (10) working days following that meeting, the Vice President shall send a written statement of decision on the appeal to both the Faculty Member and the Federation.

Section 7. Timely Statement

If a complaint or grievance is not processed by the Faculty Member in accordance with the time limits set forth in the Article, the complaint or grievance shall be considered settled on the basis of the decision made per Section 4 (complaint) or Section 6 (grievance). If the District fails to respond to the complaint or grievance within the time limits set forth in this Article, the complaint or grievance shall be considered settled on the assumption that the remedy being sought by the Faculty Member is acceptable to the District. The time limits specified in the Article are intended to be maximum limits and every effort should be made to expedite the settlement process. However, the time limits set forth in the Article may be extended by written mutual agreement between the District and the Faculty Member or the District and the Federation, as the case may be, provided that the time limits shall be extended if any party to the complaint or grievance is incapacitated by virtue of causes beyond that party's control. Time limits will be tolled during non-instructional periods. The participants in a meeting or conference may agree in writing to adjourning and convening at a more convenient time and date.

Section 8. Federation Assistance

The Faculty Member shall be entitled to Federation assistance per Section 3 and 4 and 5, and Federation representation per Section 6. If the Faculty Member desires such assistance or representation, the Federation shall inform the Dean, Mediator, or Vice President, as the case may be, of the person selected by the Faculty Member in order that the meeting or conference can be scheduled so as not to conflict with assigned duties. Similarly, the District may invite an additional management employee to be present at all meetings and conferences. The District and the Federation may also designate a substitute for the person identified as the responsible District and Federation representative in this Article; however, that substitute must possess the authority to resolve the dispute.

Section 9. Scheduling

All meetings and conferences will be held during the normal business day and shall be scheduled, where possible, by the Dean, Mediator, or Vice President at hours that do not conflict with the assigned duties of the Faculty Member(s) involved. In the event that the Dean, Mediator, or Vice President schedules a meeting or conference which conflicts with the assigned duties of the

affected Faculty Member(s), the Faculty Member(s) will not suffer any loss of pay as a result of attending such meeting or conference.

Section 10. Federation Complaint

If the Federation has a complaint concerning the application of the provisions of the Agreement or Policy of the District, it shall provide written copies of such complaint to the appropriate Vice President and the Director of Human Resources within ten (10) working days from the date the Federation discovered or could have discovered the facts giving rise to the Complaint. The Federation shall comply with the requirements set forth in this Article commencing with Section 3.

Section 11. Multi Party Complaint

If a group of Faculty Members has the same or similar complaint, one Faculty Member may file the complaint on that Faculty Member's own behalf as well as on the behalf of the other Faculty Members similarly situated. The Faculty Member who files such a class or group complaint shall first obtain the signatures of all the Faculty Members in the class or group who thereby authorize and give their specific approval for the Faculty Member to process the complaint on their behalf. Since all signatories shall be considered parties to the dispute and any settlement that is reached, all of the Faculty Members shall be consulted by the Faculty Member pursuing the complaint prior to the final approval of any agreement.

Section 12. Initial Salary Placement

A Faculty Member who has a complaint concerning initial placement on the salary schedule shall first discuss the issue with the Director of Human Resources, commencing with Section 3 of this Article, within sixty (60) days from the beginning of employment, fiscal year or academic year, as the case may be.

Section 13. Arbitration

Grievances that are not resolved pursuant to this Article and which the Federation, in its sole discretion and exclusive right, desires to pursue further, shall be submitted for arbitration as provided by this Section. The Federation shall give written notice to the President of its desire to arbitrate the

grievance within thirty (30) working days following receipt of the written notice per Section 6 of the Article. Failure to file such a request within these time limits shall terminate this process. The only matters that are subject to arbitration are those which constitute grievances and have been processed in accordance with the previous sections of this Article. Any matter that is excluded under Section 2 of this Article is also not subject to arbitration.

(a) The parties shall agree on an arbitrator no later than ten (10) working days following the District's receipt of the Federation's written notice desiring arbitration of the grievance. If no agreement is reached between the parties within that period, they shall jointly request that the Federal Mediation and Conciliation Service supply a panel of eleven (11) names of potential arbitrators. The parties will remove from the panel any proposed arbitrator who is not a member of the National Academy of Arbitrators. The parties shall then alternately strike names of the modified panel list until one name remains. The party who strikes the first name shall be determined by the flip of a coin.

(b) The function and purpose of the arbitrator is to resolve the disputed interpretation of the terms actually found in this Agreement. Such resolution shall be based on the disputed facts upon which the application of the provisions of this Agreement depend and considering the intent of the parties when such provisions were agreed upon. The arbitrator shall have no authority to alter, amend, add to, or subtract from the terms, conditions, or provisions of this Agreement, and shall determine only whether or not there has been a violation of such terms, conditions, or provisions as alleged in the grievance and what the appropriate remedy will be.

(c) The decision of the arbitrator as limited herein shall be final and binding upon the parties to the dispute. No decision rendered by the arbitrator shall be retroactive beyond the occurrence of the event giving rise to the grievance.

(d) The fees and expenses of the arbitration, including a reporter's transcript if the arbitrator determines that a transcript is desirable, shall be paid equally by the parties. If the arbitrator determines that a reporter's transcript is not desirable, the party ordering the transcript shall pay the cost. Each party shall bear the expense of preparing for and presenting its own case, except that the District shall grant released time without loss of compensation to the grievant(s) and a representative of the Federation at the arbitration hearing. Hearings will be scheduled, if possible, on District premises.

Section 14. Confidentiality

All supporting documents, communications, and records dealing with the processing of a complaint, grievance, and arbitration as provided under the provisions of this Article shall be considered confidential and filed separately from the personnel file of the parties involved, and shall not be utilized in any evaluation or in providing any employment reference or recommendation without the written consent of the parties.

Section 15. Prohibited Behavior

(a) All employees of the District are expected and required to conduct themselves in a manner which is appropriate to an academic environment and are not to engage in any prohibited behavior – that is, behavior which is demeaning, offensive, intimidating, or physically threatening to any other employee in the college community.

(b) If a Faculty Member has a complaint against another Faculty Member or a classified employee of the District that such person has engaged in such prohibited behavior, such Faculty Member shall discuss the matter with the appropriate Dean within ten (10) working days. The Dean is responsible for promptly investigating the matter and taking appropriate action concerning the matter. If the Faculty Member is still not satisfied, the Faculty Member may proceed as set forth in Section 5 of this Article.

(c) If the Faculty Member's complaint pertains to a Dean or other member of management, the Faculty Member may discuss the matter with the appropriate Vice President, and/or may file a complaint in writing with the Director of Human Resources and the President of the Federation. This complaint will invoke the Mediation process set forth in Section 5 of this Article.

(d) It is not prohibited behavior for a Dean to admonish, either verbally or in writing, a Faculty Member due to the Faculty Member's performance (or non-performance) of the Faculty Member's duties and to warn the Faculty Member that continuation of the Faculty Member's conduct may result in disciplinary or other adverse action against the Faculty Member, so long as such statements by the Dean are made in a professional manner.

(e) The District has policies respecting sexual harassment and discriminatory harassment, which policies are the exclusive procedures for allegations of such conduct. Personal complaints pursuant to this Section involve allegations of prohibited behavior which are not of such a nature as to invoke the established procedures of the sexual and/or discriminatory harassment policies.

(f) A personal complaint against Prohibited Behavior does not constitute a grievance as defined in this Article and such an allegation may not be used as the sole basis for a grievance; however, it may be cited as an aggravating factor to a grievance

ARTICLE 23

WORK STOPPAGE

Apart from, and in addition to, existing legal restrictions upon work stoppages, the Federation hereby agrees that neither it nor its officers or authorized agents or representatives shall incite, encourage, or participate in any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever, or any picketing of District premises, except for picketing that is solely informational in nature, during the life of this Agreement for any cause or dispute whatsoever or wheresoever located, including but not limited to disputes which are subject to the Dispute Resolution Procedures, Article 22, disputes which are specifically not subject to the grievance and arbitration provisions of Article 22, disputes concerning matters not mentioned in this Agreement, disputes contending that the District has committed unfair practices, and disputes with other labor organizations, persons or employers, or jurisdictional disputes. In the event of any strike or refusal to perform services as provided in this Agreement, or other work stoppage of any nature whatsoever or threat thereof, or any picketing of District premises except for picketing that is solely informational in nature, the Federation and its officers will do everything within their power to end or avert the same.

Any Faculty Member authorizing, or engaging in, or participating in, or encouraging, or sanctioning, or recognizing or assisting in any strike, or refusal to perform services as provided by this Agreement, or any work stoppage, or other concerted interference with District operations in violation of this Article, or refusing to perform duly assigned services in violation of this Article, shall not receive compensation for any period of time during which the Faculty Member was assigned but failed to perform the required services to the District, and any such Faculty Member may be subject to dismissal or suspension (subject to the provisions of the Education Code), or may be subject to other disciplinary action. Such disciplinary action may include denial of eligibility for a period not to exceed one (1) year of benefits or privileges provided by this Agreement and not otherwise required by the Education Code. Any such action shall be initiated by the District within thirty (30) days from the violation of this Article.

ARTICLE 24

INSTRUCTIONAL TECHNOLOGY

Section 1. Definitions

(a) **Distance Education** means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology.

(b) **A Work** is any material which is eligible for copyright protection, including (but not limited to): books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, choreography. A Work may be recorded in any enduring medium (e.g., print, manuscript, electronic storage formats, optical, photosensitive film, etc.) or may exist in any tangible form (e.g., a sculpture, painting, structure or building).

(c) **An Invention** is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism or composition of matter.

(d) **District Support** includes the use of district funds, personnel, facilities, equipment, materials, or technology.

Substantial District Support is defined as support involving either (1) direct costs to the District in excess of \$2000 over and above any budget customarily provided for the Faculty Member's usual appointment or assignment, (2) indirect costs to the District (including but not limited to salaries and wages) in excess of \$5000 for District employees providing secretarial, technical or creative services specifically for the project, or (3) the use of exceptionally expensive District equipment or facilities (e.g., professional recording and filming studio, professional television cameras and the like). A grant obtained through the initiative and efforts of a Faculty member shall not be considered to have resulted from Substantial District Support so long as the Faculty Member's contributions exceed the District's contributions.

(e) **A Work for Hire or Invention for Hire** is one for which the Faculty Member is specifically compensated to create. Works or Inventions for Hire include products resulting from grants where the Faculty Member's contributions were less than contributions from the District.

(f) **Proprietary Instructional Materials** are those materials a Faculty Member creates to perform his assignment more effectively for the benefit of the students, including (but not limited

to): syllabi, lectures, student exercises, illustrations, recordings, multimedia programs and tests. The Faculty member may use Instructional Materials in a traditional classroom or in any form of Distance Education. These Proprietary Instructional Materials may be created using the personal resources of the Faculty Member and/or resources provided by the District.

Section 2. Instructional Technology Decisions

The El Camino College Academic Senate has the primary responsibility for the recommendations to the Board of Trustees regarding curriculum and matriculation issues. As such, only those courses and programs approved through the agreed upon curriculum and matriculation decision process will be delivered by Distance Education.

The Faculty of the District is primarily responsible for the decisions related to the use of instruction technology in the courses and programs offered by the District.

The decision to offer any period of a course in distance mode shall be determined according to Section V, "Faculty Selection and Course Scheduling" of the Distance Education Guidelines.

Section 3. Access to Technology, Training and Support

The District has provided funds for Faculty training in the use of technology, and will continue its support of continuing education for Faculty at no less than the level of funding provided in Article 16, Section 2.

Section 4. Privacy, Staffing Levels, and General Health and Safety Issues

Faculty members are bound by the District's e-mail, Internet and Network Use Policy 3610, a copy of which is attached hereto as Appendix E. The Board of Trustees may change this Policy from time to time. If the Board changes the Policy in a manner which significantly changes the rights of Faculty Members under this Agreement, the District and the Federation will bargain the effects of such change.

There shall be no taping, televising, or recording of instruction without the knowledge and written consent of the Faculty Member(s) involved, who also shall be advised of the intended uses thereof.

Section 5. Distance Education

Compensation and workload (e.g., class size, class maximums) of Distance Education courses will be equivalent to the corresponding traditional classes with the exception of those stated in this Article. The normal class size for an instructional television class is 125.

Section 6. Intellectual Property

Faculty who develop intellectual property with District support (as defined in Section 1(d) above, including but not limited to electronically posted notes, lectures, audio or videotaped presentations, broadcasts, or multi-media or inter-active software, shall retain all ownership rights to and control of such material, except that the District shall retain the right to use property created with Substantial District Support (as defined in Section 1(d) above) for its own purposes without payment of royalties or other consideration, and the Faculty Member shall provide appropriate access to District personnel for faculty evaluation, program review and accreditation purposes “Works or Inventions for Hire,” as defined in Section 1(e) above shall remain the property of the district for all purposes.

Section 7. Joint Subcommittee on Technology - Working Conditions (JSTWC)

(a) Within sixty days of the signing of the Agreement, the District and the Federation will form a subcommittee to the ECC Technology Committee which shall be known as the Joint Subcommittee on Technology - Working Conditions. The JSTWC shall consist of two members chosen by the District and two members chosen by the Federation. It shall meet regularly throughout the year. Either the Federation or the District may call a meeting within at least seven (7) working days notice.

(b). The purpose of the JSTWC will be to assure the working conditions within the scope of negotiations remaining in place. In this regard, the Subcommittee will monitor changes in the District’s use of technology in the academic program for the purpose of identifying any significant impact of such changes on Faculty working conditions. The JSTWC shall report any changes or potential changes in working conditions to the Federation and District with a copy of such report to the ECC Technology Committee. Changes in working conditions will require the parties, upon the request of either, to bargain the effects of such changes.

ARTICLE 25

AGREEMENT CONDITIONS AND DURATION

Section 1. Sole Agreement

This Agreement when ratified and executed by each party hereto shall constitute the sole agreement between them. Any modification or amendment of this Agreement must be made by and between the parties hereto in writing and executed by each party hereto.

Section 2. District And Federation Obligations

Neither the District nor the Federation shall be bound by any requirement which is not expressly and explicitly stated in this Agreement. Neither the District nor the Federation is bound by any policies or past practices of the District or understandings with any employee organization or council, unless such policies or past practices or undertakings are specifically stated in this Agreement.

Section 3. Negotiating Obligation

This Agreement is intended to cover all matters relating to wages, hours, and all other terms and conditions of employment. During the term of this Agreement, neither the District nor the Federation will be required to meet and negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

Section 4. Savings Clause

If any provision of this Agreement is or shall be at any time contrary to law, then such provision shall not be applicable, or performed, or enforced, except to the extent permitted by law. Any substitute action which is not authorized by law shall be subject to meeting and negotiating or consultation, as the case may be, with the Federation. In the event that any provision of this Agreement is, or shall be, at any time contrary to law, all other provisions of this Agreement shall continue in effect.

Section 5. Effective Date And Duration of the Agreement, and Reopener Provisions

This Agreement shall become effective July 1, 2000, unless otherwise specified, and shall be in effect through June 30, 2003 with an extension of one year to June 30, 2004. Both the District and

Federation have simultaneously approved a successor Agreement for a term of three years from July 1, 2004 to June 30, 2007 and shall continue in effect from year to year thereafter, with the proviso that should either party desire to amend this Agreement, it shall provide written notice and a proposal to the other party of said desire and the nature of the amendment sought during the month of February, or any subsequent year, and the other party, if it desires to amend this Agreement, shall provide written notice of a proposal to the first party during the month of March. Upon completion of the public notice requirement, the parties shall promptly, within ten (10) working days, commence the meeting and negotiating process in an effort to reach a successor agreement.

Notwithstanding the foregoing, this Agreement may be reopened as set forth in Section 6, below.

In order to exercise its rights to reopen the Agreement as set forth, the party intending to reopen must notify the other of its intent within a reasonable time period following the event(s) described. Upon completion of the public notice requirement, the parties shall promptly, within ten (10) working days, commence the meeting and negotiating process in an effort to reach agreement on the reopened items.

Section 6. Limited Reopener Negotiations and Consultation During the Term of Agreement

(a) In the event the State changes the law regarding part-time working conditions during the term of the Agreement, the parties will reopen the Agreement for the sole purpose of conforming the Agreement to State law.

(b) In the event the State provides additional funding for part-time salary or benefits either the District or the Federation may request to reopen negotiations so long as the new State funds are earmarked for Part-Time compensation and do not require matching funds from the District. These re-openers will be used to address any Part-Time compensation item(s) for which such funds are provided, including additional steps, columns and/or the percentage relationship between the Full-Time and Part-Time Faculty Schedules.

(c) The District will review the computation of the increased cost of medical benefits taken into account in the "Adjusted COLA" formula, during each year of the contract, and, after consultation with Federation, will adjust the succeeding year's Adjusted COLA formula calculation to take into account any variation between the estimated cost and the actual cost. The District and the Federation have agreed to use a recalculated Growth Formula that excludes off-campus based

programs (i.e., Fire Fighter Training Program, Paramedic Program, High School Sports Program, Industrial Emergency Council) in salary computations for the period from July 1, 2003 through June 30, 2007. Through June 30, 2003 the District and the Federation will continue to use the growth formula as written in the existing agreement.

(d) Either the District or the Federation may reopen negotiations for the purpose of resolving unforeseen issues impacting faculty working conditions generated as a result of the compressed calendar effective on July 1, 2002.

(e) The District and Federation may reopen negotiations and/or may engage in consultation during the term of this Agreement for limited purposes, upon mutual agreement.

(f) Either the District or the Federation may reopen during Fall Semester 2005, for the purpose of evaluating the full-time and part-time compensation formulas.

It is agreed:

EL CAMINO COLLEGE
FEDERATION OF TEACHERS
Local 1388, AFT, AFL/CIO

EL CAMINO COMMUNITY
COLLEGE DISTRICT

By: _____
David Westberg
Chief Negotiator

By: _____
Catherine B. Hagen
Chief Negotiator

By: _____
Bernie Rang
Member, Negotiating Team

By: _____
Marcia M. Wade
Director, Human Resources

By: _____
Don Brown
Member, Negotiating Team

By: _____
Roger Quadhamer
Member, Negotiating Team

By: _____
Holly Fall
Member, Negotiating Team

By: _____
James F. Schwartz
Member, Negotiating Team

By: _____
Sam Russo
Member, Negotiating Team

APPENDIX A

Position Description - Instructor

The primary duty of Instructors shall be to teach assigned courses under the supervision of Divisional Deans. As an art and a learned profession, teaching imposes complex and diverse obligations which vary both in importance and susceptibility to precise description. Nonetheless, Instructors shall not be required to render services inappropriate to their credentials provided that whenever feasible Instructors shall be assigned to teach courses within their area of professional training and expertise. They shall, however, attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To help the students fulfill their maximum potential in mastering course content.
2. To instill in students a respect for excellence and a desire to pursue it.
3. To develop in the student a respect for differing points of view.
4. To maintain a thorough and up-to-date knowledge in the Instructor's regular teaching field, to plan courses and to revise such plans when appropriate.
5. To maintain a fundamental knowledge of instructional materials and techniques, and methods of student evaluation.
6. To maintain high standards of professional conduct and ethics appropriate to the Instructor's professional position.
7. To adapt appropriate methods and materials of teaching to meet the needs of students, consistent with the maintenance of quality education.
8. To teach courses in general conformity with official course outlines.
9. To provide students with written course objectives, with an explanation of grading standards, and with periodic opportunities for the students to evaluate their progress based on these objectives and standards.
10. To maintain reasonable availability to students, including the maintenance of office hours.
11. To respond to student inquiries, or to refer students to appropriate personnel when solution of their problems requires it.
12. To support Student and Community Advancement activities through appropriate participation, including club advisorship and/or acting as an advisor to student activities.

13. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to desist from authorizing or permitting any commercial exploitation of the Instructor's professional position.

14. To adhere to class and examination schedules and to follow proper fiscal and student accounting procedures.

15. To maintain records required by the District and report grades and attendance in a timely manner based on District procedures.

16. To submit timely requests for necessary textbooks, materials, and equipment.

17. To perform assigned committee work, including participation in program review and the accreditation process, and to attend meetings called by the District, as long as such obligations are reasonable.

18. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.

19. To observe safety standards appropriate to his instructional obligations, and to instruct students accordingly.

20. To respect the academic freedom of students to express their opinions on controversial matters germane to the subject matter of courses taught, subject only to the maintenance of appropriate classroom decorum and the time constraints necessary to implement the attainment of course objectives.

Items 10, 12 and 17 are not applicable to Part-Time Faculty Members.

APPENDIX A

Position Description - Counselor

A. The primary responsibility of Counselors shall be to provide such integrated counseling services as will assist students and potential students in the processes of self-understanding, planning, and decision-making. Counselors are assigned under the supervision of designated Deans. Each Counselor will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To assist students in assessing and developing their potential.
2. To assist students who present problems adversely affecting their personal and academic attainment.
3. To refer students, when appropriate, to other Counselors and to other services on and off campus for assistance.
4. To direct students to resources about College courses and program requirements and other schools or colleges and to assist students in the interpretation and use of those resources.
5. To assist students in selecting fields of concentration from the College curriculum.
6. To assist Instructors in the solution of problems affecting students.
7. To maintain an up-to-date knowledge of counseling practices, methods and techniques.
8. To maintain high standards of professional conduct and ethics appropriate to the Counselor's professional position.
9. To perform assigned committee work, including participation in program review and the accreditation process and attend meetings as assigned by the District, provided such assignments are reasonable.
10. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.
11. To maintain records and reports appropriate to the counseling function.

12. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Counselor's professional position.

B. The Dean may also assign individual Counselors responsibilities which are compatible with the Counselor's training and experience and which are pertinent to the needs of the Division and the student from among the following:

1. To assist students in exploring careers, in developing an understanding of the employment environment, and in implementing career decisions.
2. To counsel students during registration.
3. To assist in the preparation of curriculum guides and catalog materials, in articulation with four year institutions and in fostering continuing relationships with District high schools.
4. To assist in providing information about College programs to groups and individuals in the community.

APPENDIX A

Position Description - Librarian

A. The primary responsibility of Librarians shall be to assist students and the faculty in the effective use of the library in support of the teaching function of the College. Librarians are assigned under the supervision of the Dean of Instructional Services. Each Librarian will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To provide information to students and faculty on resources available in the library or through other sources and assist in making those resources available.
2. To maintain high standards of professional conduct and ethics appropriate to the Librarian's professional position.
3. To consult with Faculty Members on resource needs in their particular fields.
4. To perform assigned committee work, including participation in program review and the accreditation process, and to attend meetings called by the District, so long as such assignments are reasonable.
5. To maintain an up-to-date knowledge of library materials, methods and techniques.
6. To take reasonable precaution against the theft, deterioration and destruction of library facilities, equipment and materials.
7. To assist in the formulation and maintenance of necessary and reasonable rules for library users.
8. To engage in no outside employment or other activities that will impair the effectiveness of professional service and to refrain from authorizing or permitting any commercial exploitation of the Librarian's professional position.

B. The Librarians, according to the experience and area of specialization, will assume the following responsibilities as assigned by the Dean of Instructional Services.

1. To maintain the existing collection.
2. To develop and maintain a catalog which will give access to all materials in the collection through subject classifications and bibliographic description.
3. To develop and maintain a collection of reference materials.
4. To select and acquire new materials and incorporate them into the library collection.
5. To develop and maintain a periodicals collection.

6. To provide instruction in the proper use of the library and its resources on a group or individual basis.
7. To develop and maintain an effective and viable circulation system.
8. To publicize library resources and promote the use of the library.

APPENDIX A

Position Description - Registered Nurse/Nurse Practitioner/Physician Assistant

The primary responsibility of a Registered Nurse/Nurse Practitioner shall be to provide health services and to maintain health center facilities for all students and employees as assigned. Registered Nurse/Nurse Practitioners/Physician Assistant are assigned under the supervision of the assigned management personnel and may be under the medical direction of a physician. A Nurse Practitioner is a registered nurse who possesses additional preparation and skills in physical diagnosis, psycho-social assessment, and management of health-illness needs in primary health care, and who has been prepared in a program which conforms to board standards as specified in Section 1484 of Nursing Practice Act. A Physician Assistant is certified by the National Commission on Certification of Physician's Assistants. Each Registered Nurse/Nurse Practitioner/Physician Assistant will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To render first aid and emergency medical care to students and employees when such services are necessary and requested, treat minor illness by standardized procedure, provide follow-up when indicated, refer to appropriate providers and may provide medical care as assigned, using protocols and physician consultation when appropriate.
2. To appraise health problems, collaborate with staff and physicians, counsel individuals regarding health concerns, interact in crisis situations and make referrals when necessary.
3. To perform health screening, administer TB testing, visual screening, blood pressure testing, participate in work for communicable disease control and performs laboratory tests as needed.
4. To work with counselors, faculty, and manage to provide health supervision for students.
5. To plan and institutes clinical management of common minor acute problems, and provide management of chronic stable problems, using protocols and physician consultation when appropriate.
6. To provide appropriate education for prevention, rehabilitation, health maintenance and treatment compliance.
7. To prepare policies and protocols in collaboration with administration and physician, including annual review and update of established protocols.
8. To act as advisor and/or change agent to provide more effective health care delivery within the facility.

9. To Counsel students, parents, and college personnel and implements action plans for eliminating, minimizing, or accepting health problems that may interfere with effective learning by students.
10. To maintain up-to-date knowledge of public health nursing materials, methods and procedures.
11. To take reasonable precautions against the theft, deterioration, or destruction of health care facilities, equipment, and supplies.
12. To keeps accurate and detailed records of all students requesting service using the problem oriented method.
13. To maintains high standards of professional conduct and ethics appropriate to the Nurse's professional position.
14. To perform assigned committee work, including participation in program review and the accreditaion process, and to attend meetings as called by the District, as long as such obligations are considered reasonable.
15. To engage in no outside employment or other activities that will impair the effectiveness of professional service and refrains from authorizing or permitting any commercial exploitation of the Registered Nurse/Nurse practitioner's or Physician Assistant's professional position.
16. In addition to performing any or all of the above listed duties, a Nurse Practitioner may provide additional medical services such as administration of routine physical examination including OB/GYN; psychosocial assessments; provides direct primary care under the medical direction of a physician.

APPENDIX A

Position Description - Faculty Coordinator

Under the direction of the assigned administrator, the Faculty Coordinator is responsible for the overall coordination of a project(s)/program(s) which requires knowledge of business, instructional and/or student support services. Each Faculty Coordinator will attempt to discharge the following responsibilities at an optimum level of proficiency:

1. To oversee, direct and coordinate the day to day functions of the project(s)/program(s) as assigned.
2. To maintain current knowledge and understanding of curriculum, support services, policies, laws, and regulations as mandated by State and Federal laws for the project/program.
3. To provide leadership.
4. To be responsible for maintaining records and assisting in preparing budget as may be required for such project(s)/program(s).
5. To evaluate support personnel and make staffing recommendations to the assigned administrator.
6. To assess and evaluate in a timely manner the progress and benefit of such project(s)/program(s).
7. To perform assigned committee work, including participation in program review of the accreditation process, and, to attend meetings called by the District, as long as such obligations are considered reasonable.
8. To participate in the assigned Division program review process.

A detailed list of duties is to be formulated by the Dean in conjunction with the Faculty Coordinator. This list of duties is to be reviewed on a yearly basis with both parties. The student contact duties should generally take precedence over coordinator duties.

APPENDIX A

Position Description - Athletic Coaches

The primary duty of Athletic Coaches shall be to lead and supervise students in their participation in intercollegiate athletic competition and to teach these students the special skills, tactics and strategies required for the particular sport as well as sportsmanship, leadership and concepts of working together as a team. Under the general direction of the Dean of Physical Education and the Athletic Director, Athletic Coaches are responsible for the following:

1. To organize and coordinate of all aspects of practice and competition in regional and state championship games.
2. To recruit District high school athletes in compliance with the rules and regulations of the California Athletic Code.
3. To adhere to the District's rules and regulations in conformity with the requirements of the California Athletic Code.
4. To organize team competition schedules for school and conference approval.
5. To coordinate equipment, supplies, meals, transportation, and travel requests and prepare an annual budget.
6. To advise student-athletes regarding the registration process and work with counselors regarding academic planning.
7. To work with the Athletic Trainer concerning fitness and conditioning for athletic participation.
8. To coordinate sports brochures, news releases for the media, office records and athlete information.
9. To supervise and coordinate the athletic team award banquets.
10. To assist in college/community relations by developing coaching clinics, invitationals, demonstrations, etc., for local high school athletes and coaches.
11. To perform assigned committee work, including participation in program review of the accreditation process, and to attend meetings called by the District, as long as such obligations are considered reasonable.
12. Participation in the Division program review process.

APPENDIX A

Position Description - Clinical Psychologist

The primary responsibility of a Clinical Psychologist shall be to provide psychological counseling to students for the purposes of resolving problems that interfere with personal and academic success. Under the general direction of the Dean of Student Services, Clinical Psychologists will assist students in the process of self-understanding. Clinical Psychologists are assigned to be supervised by the Student Health Services Coordinator and may be under the medical direction of a physician. Each Clinical Psychologist will discharge the following responsibilities at an optimum level of proficiency:

1. To counsel students who present problems adversely affecting their personal and academic attainment.
2. To provide basically well functioning students, in acute crises, with appropriate techniques to deal with their problems.
3. To be aware of community resources, and refer students to other resources which the Health Center may be unable to provide.
4. To lead various groups, i.e., stress management, assertiveness training, understanding anxiety, anger arrangement, dealing with substance abuse related problems, etc.
5. To provide consultation with faculty, counselors, clinical staff, and administration regarding student problems.
6. To maintain up-to-date knowledge of psychological counseling practices, methods, and techniques.
7. To maintain high standards of professional conduct and ethics appropriate to the Clinical Psychologists professional position.
8. To take reasonable precautions against the theft, deterioration or destruction of department facilities, equipment and supplies.
9. To maintain confidential records and reports appropriate to the clinical counseling function.
10. To engage in no outside employment or other activities that will impair the effectiveness of professional services and to refrain from authorizing or permitting any commercial exploitation of the Clinical Psychologist's professional position.

11. To provide other psychological services as recommended by the supervising Student Health Services Coordinator and the Dean of Student Services.

12. To be evaluated according to Article 20.

13. To participate in the Center and Division program review and accreditation process.

14. Clinical Psychologists will be involved in Student Health Services faculty functions and activities as appropriate.

15. To perform assigned committee work, including participation in program review of the accreditation process, and, to attend meetings called by the District as long as such obligations are considered reasonable.

APPENDIX B
Teaching Load

I. General

The normal teaching load (based on the El Camino College traditional eighteen week semester) shall be fifteen (15) lecture hours or equivalent, twenty (20), twenty-one (21), or twenty-two (22) laboratory hours or equivalent, plus or minus one lecture hour or equivalent laboratory hours. A teaching load exceeding sixteen (16) lecture hours, or equivalent, shall be compensated at the overload hourly rate for load in excess of fifteen (15) lecture hours, or equivalent, or may be balanced without additional compensation within the following semester thereafter subject to approval of the District. A teaching assignment of less than fourteen (14) lecture hours, or equivalent, shall be balanced the following semester or as soon as possible thereafter subject to approval of the District, or may be equated by special assignment as provided in Part IV of this policy.

II. Definition and Calculation of Teaching Load

A. The Dean shall determine combinations of courses falling within the range of 15 plus or minus one lecture or equivalent (93.33% to 106.67% inclusive). Such load will be considered normal, and no balancing or overload pay will be required.

B. Loads falling at the same extreme end of the load-range should not be assigned in successive semesters, except:

1. In departments where the 15 lecture hour load is not easily attainable and where loads over consecutive semesters near the extremes of the range are desirable for good instruction.

2. Where the Instructor requests to teach, over consecutive semesters, a combination of courses which falls at the upper end of the range.

C. Load shall be calculated by the percentage method as follows:

$$\frac{\text{hrs. lecture}}{15} + \frac{\text{hrs. lab}}{20 \text{ or } 21 \text{ or } 22} \times (100\%) = \% \text{ load}$$

Example: If an Instructor teaches 12 hours lecture, 6 hour laboratory, his load would be:

$$\frac{12 \text{ hrs. lecture}}{15} + \frac{6 \text{ hrs. lab}}{22} \times (100\%) = 107.27\%$$

$$\frac{12 \text{ hrs. lecture}}{15} + \frac{6 \text{ hrs. lab}}{21} \times (100\%) = 108.57\%$$

$$\frac{12 \text{ hrs. lecture}}{15} + \frac{6 \text{ hrs. lab}}{20} \times (100\%) = 110.00\%$$

III. Overloads and Underloads

A. Overloads are loads greater than 16 lecture hours or equivalent (greater than 106.67%) Underloads are loads less than 14 lecture hours or equivalent (less than 93.33%)

1. A one semester overload or underload may be assigned by the District in an emergency, or if no other arrangement is desirable for good instruction. This kind of overload or underload must be compensated for by balancing, or special assignment, as described in C below.

2. An overload may be assigned if, before receiving an assignment, an Instructor requests in writing to teach, without overload pay, a load that exceeds the load range. Such overload must be approved by the Dean and the Vice President of Academic Affairs. In no event shall such overload exceed 143.4%. This overload shall be compensated for by load balancing. If denied, the Faculty Member will be provided with a statement in writing giving the reason(s) for such denial.

3. An underload (less than 93.33%) may be assigned if an Instructor requests such underload for personal reasons. The underload, if granted, must be compensated for by reduced pay in the proportion which his teaching assignment bears to a full assignment - a 100% load.

B. Except under extraordinary circumstances, an overload over the period of an academic year (fall and spring semesters) shall be limited to the greater of a total load of 260% over the two semesters, or one class each semester.

C. The methods of compensating for overloads and underloads will be the following:

1. Balancing

a. Balancing is a planned, recurrent scheduling of loads above 16 lecture-hour equivalents (above 106.67%) and below 14 lecture-hour equivalents (below 93.33%).

For example, 18 lecture hours in a fall semester and 12 lecture hours in a spring semester constitute a balanced load. Balancing is to be accomplished in successive semesters if possible. Loads of two semesters will be considered balanced if the sum of the percent loads for the two semesters falls within the range of 186.67% - 213.33%.

b. If an unforeseen underload occurs (e.g., from the failure of a class to fill), it should be compensated for by balancing with a subsequent overload, or by special assignment.

c. If the balancing over a two-semester period cannot be planned to fall within the range, but exceeds an average of 16 lecture hours or equivalent (exceeds a total of 32 lecture hours or equivalent, 213.33%, for two semesters), the percent above 200% will be paid as overload.

d. If the balancing over a two-semester period cannot be planned to fall within the range, but is less than an average of 14 lecture hours or equivalent (the sum of percentages for the two semesters is less than 186.67%), the percent below 200.00% may be compensated for by special assignment in the semester with the lower load, or in each semester with the lower load, or in each semester if both are underloads.

e. If unforeseen conditions make it impossible to adhere to the formulated pattern in the second semester of a planned two-semester balanced load, the compensation may be made by special assignment in the second semester or by balancing carried over to the third semester.

2. Overload Pay

a. Loads totaling more than 16 lecture hours or equivalent (more than 106.67%) which do not fit under C.1 above (balancing) will be compensated for by overload pay, which will be calculated as described below.

b. Formula for overload pay calculation: The following formula (or an equivalent method) shall be used to calculate the overload pay for each pay period. The formula regards the overtime hours as those in excess of the 100% load, when the overload and the 100% load are taken to consist of the same relative proportion of lecture and laboratory percentages. It then considers the overload hours so

determined as equivalent clock hours. The overload pay is based on the overload hourly rate, but it will be treated as contract pay to the extent that it will be paid in four-week periods during the semester in which the overload occurs and will not be subject to deductions as specified in Article 19, Section 3.

Overload pay (in dollars for a 4-week period) =

$$\frac{4 R P N}{100 + P}$$

Where P = the overload percentage in excess of 100%

Where R = the pay rate in dollars per hour for overtime hours

Where N = the total number of clock hours (with 50% credit for special assignment hours) in the total load

Example: For illustration purposes, the overload hourly rate (R) for 1997-1998 is \$41.33 per hour; and if an Instructor were assigned a load of 120% made up of 9 lecture hours and 12 laboratory hours (in courses where 20 laboratory hours equals a full load $[9/15 + 12/20] \times 100 = 120\%$) then this would be an overload because it exceeds 106.67%; the overload percent, P would be 20%; his total number of hours, N, would be 21; and overload pay would be as listed below.

Overload pay + $\frac{4 (\$41.33) (20) (21)}{120} = \578.62 per 4 wks.

120

IV. Special Assignment

A. To calculate the percent load for special assignment, the number of weekly hours of special assignment will be divided by forty (40) hours and the quotient multiplied by 100. Example: If an Instructor has a special assignment that requires 8 hours per week of the Instructor's time, the load factor will be equivalent to

$$\frac{8 \times 100}{40} = 20\%.$$

B. If an underload is not balanced by an overload, or if a balanced load is less than 28 lecture hours or equivalent over the two semesters (186.67%), the underload may be compensated for by approved special assignment, such as Learning Resource Center assignments, institutional research or departmental projects, arranged by the Dean and the Instructor, with the approval of the Vice President - Academic Affairs.

C. To determine the number of hours of special assignment that is required to make up the underload, the percentage of underload below a 100% load will be applied to forty (40) hours per week. Example: If an Instructor has a load of 87.5%, then the underload is equivalent to 12.5% so the special assignment time would equate to five (5) hours per week. ($.125 \times 40 = 5$).

APPENDIX C

**Salary Schedule for Faculty Members
Employed on Academic Year Basis**

Effective January 1, 2005

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
BACHELOR DEGREE	MASTERS DEGREE	MASTERS 24 UNITS	MASTERS 48 UNITS	DOCTORATE	
1					
2					
3					
4	48,164	51,041	53,922	56,800	59,677
5	50,252	53,129	56,005	58,883	61,761
6	52,342	55,215	58,093	60,970	63,853
7	54,423	57,303	60,179	63,064	65,936
8	56,511	59,384	62,267	65,143	68,019
9	58,596	61,476	64,351	67,230	70,106
10	60,685	63,561	66,437	69,317	72,195
11		65,648	68,524	71,402	74,277
12		67,734	70,611	73,495	76,360
13				75,575	78,454
14				77,662	80,540
20	62,608	69,658	72,536	79,586	82,466
24	64,533	71,581	74,462	81,513	84,390
28	66,460	73,507	76,387	83,439	86,317
** Anniversary increment as provided by Article X, Section 18					
30	68,387	75,434	78,316	85,366	88,242

Board Approved: December 20, 2004

APPENDIX C

**Salary Schedule for Faculty Members
Employed on Fiscal Year Basis**

Effective January 1, 2005

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
BACHELOR	MASTERS	MASTERS	MASTERS	MASTERS	DOCTORATE
DEGREE	24 UNITS	48 UNITS			
1					
2					
3					
4	62,618	66,358	70,101	73,842	77,583
5	65,329	69,068	72,818	76,559	80,296
6	68,045	71,785	72,524	79,270	83,008
7	70,766	74,516	78,240	81,980	85,722
8	73,471	77,216	80,955	84,691	88,434
9	76,185	79,930	83,720	87,411	91,150
10	78,899	82,628	86,383	90,124	93,860
11		85,357	89,097	92,838	96,577
12		88,066	91,807	95,552	99,287
13				98,267	102,004
14				100,977	104,714
20	80,825	89,991	93,732	102,900	106,641
24	82,749	91,915	95,657	104,826	108,564
28	84,677	93,843	97,583	106,751	110,492

** Anniversary increment as provided by Article X, Section 18

30	86,602	95,769	99,510	108,678	112,417
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Board Approved: December 20, 2004

APPENDIX D

Part-Time Faculty Stipend Per Semester For One Class Per Hour Per Week (Based on 18 Week Semester)

Effective January 1, 2005

LECTURE (68.5%)	<u>Class I - BA</u>		<u>Class II - MA</u>	
<u>Step</u>	<u>Stipend</u>	<u>Hourly</u>	<u>Stipend</u>	<u>Hourly</u>
1	1100	61.097	1165	64.746
2	1147	63.746	1213	67.395
3	1195	66.397	1261	70.041
4	1243	69.037	1308	72.690
5	1290	71.685	1356	75.330
6	1338	74.330	1404	77.983

LAB (69.5%)	<u>Class I - BA</u>		<u>Class II - MA</u>	
<u>Step</u>	<u>Stipend</u>	<u>Hourly</u>	<u>Stipend</u>	<u>Hourly</u>
1	837	46.492	887	49.269
2	873	48.507	923	51.284
3	909	50.525	959	53.298
4	946	52.533	996	55.313
5	982	54.549	1032	57.322
6	1018	56.561	1068	59.341

ACTIVITY (74.44%)	<u>Class I-BA</u>		<u>Class II - MA</u>	
<u>Step</u>	<u>Stipend</u>	<u>Hourly</u>	<u>Stipend</u>	<u>Hourly</u>
1	814	45.145	863	47.948
2	850	47.206	898	49.909
3	885	49.170	934	51.869
4	920	51.125	969	53.830
5	956	53.086	1004	55.785
6	991	55.045	1040	57.750

<u>NON-INSTRUCTIONAL (75%)</u>	<u>Class I-BA</u>		<u>Class II - MA</u>	
<u>Step</u>	<u>Hourly</u>		<u>Hourly</u>	
1	35.836		37.977	
2	37.390		39.531	
3	38.945		41.083	
4	40.493		42.636	
5	42.047		44.185	
6	43.498		45.741	

Board Approved: March 21, 2005

Appendix D-2

**Annual and Hourly Salary Schedule for
Child Development Center Teachers**

Effective: January 1, 2005

<u>CLASS</u>	<u>EDUC.</u>	<u>STEPS</u>				
		<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
1.	No Degree	25,673 12.343	26,436 12.710	27,230 13.091	28,036 13.479	28,884 13.886
2.	AA	30,668 14.744	31,575 15.180	32,538 15.643	33,501 16.106	34,519 16.596
3.	BA	35,663 17.146	36,740 17.663	37,844 18.194	38,977 18.739	40,137 19.297
4.	BA+24	40,690 19.562	41,905 20.147	43,208 20.773	44,494 21.392	45,840 22.039

Hourly rate = monthly stipend ÷ 160

The Lead Child Development Center Teacher will be paid \$211 a month stipend in addition to the appropriate salary on the Child Development Center Teacher Monthly Salary Schedule.

Board Approved: December 20, 2004

Note: Child Development Center Teachers are covered under a separate collective bargaining agreement between the El Camino College District and the Federation of Teachers for El Camino College.

APPENDIX D-3

Special Rates of Pay for Faculty

Effective January 1, 2005

RATE I \$51.69

Use for: Full-Time Faculty Substitute rate (Full-Time Faculty Substitute Rate for continuous substitute instruction/teaching in excess of two (2) weeks shall be at Rate I plus 15% of Rate I.).

Part-Time Faculty Substitute rate.

Overload rate (Instruction only).

Clinical Psychologists

Preparation for and conduct of instructional courses, workshops or seminars.

Instructional services assigned by the District on days not otherwise required as part of the Faculty Member's contract of service.

Consulting services of a technical/complex nature in which the Faculty Member coordinates or supervises the work of others, and/or has responsibility for oversight, reporting or accountability of a particular project or function.

RATE II \$38.77

Use for:

Counselor, librarian, physician assistant, faculty coordinator, clinical psychologists, registered nurse and nurse practitioner duties, all of which involve student contact, in excess of 40 hours/per week during the academic year. See Article 10, Section 13.

Substitute rate for counselors, librarians and nurses.

Assisting in the development of curriculum and conduct of research, if expressly approved in advance by the appropriate Vice President.

Administering or supervising assessment measures for students.

Conducting laboratory courses (e.g., computer laboratory, police and fire academy).

Certificated Tutors

Instructor of record for non-credit courses.

RATE III \$25.85

Use for: Special assignments not included in Rate I or II, such as student supervision (not as instructor of record).

Board Approved December 20, 2004

APPENDIX D-4

**Salary Schedule for Coaching Stipend
Per Semester for One Class Hour Per Week
(Based on 18-week semester)**

Effective January 1, 2005

FT	\$2,704 per year
PT	\$ 442 per week
FT Athletics	\$ 475 per week
FT 2 Teams	\$ 877 per week
PT Athletics	\$ 442 per week

Board Approved December 20, 2004

APPENDIX E
E-mail, Internet and Network Use Policy

1. **Introduction**

El Camino Community College (ECC) owns and operates a variety of computer systems for use by its faculty, students and staff. ECC encourages the use of its computer systems for education, academic development, public service and other educational purposes. When using ECC's computer systems, all users are required to abide by the rules of this Policy and use the system in an ethical and lawful manner. Misuse may constitute a misdemeanor or felony under state or local law and may result in the deprivation of network privileges and/or disciplinary actions.

2. **Policy Requisite**

All users of El Camino's computing systems should read, understand and comply with the terms outlined in this Policy, as well as any additional guidelines as approved by College Council. By using any of these systems, users agree that they will comply with these policies. Users understand and agree that the ECC's role in managing these systems is only as an information carrier and does not endorse any transmissions by the user.

3. **Rights**

These computer systems, facilities and accounts are owned and operated by ECC. These procedures shall not be construed as a waiver of any rights of ECC, nor shall they conflict with applicable law. The District is not responsible for the loss and/or corruption of information that may be stored on ECC's computing systems.

4. **Authorized Use**

Access and privileges on ECC's computing systems are assigned and managed by the administrator of the specific system. Eligible individuals may become authorized users of the system and be granted appropriate access and privileges by following the approval steps prescribed for that system.

An authorized ECC agent must approve all access to ECC's computer resources, including issuing of passwords. Users may not, under any circumstances, transfer or confer these privileges to other individuals. The authorized user is responsible for the proper use of the system, including any password protection.

5. **Conditions of Use**

(4) The user agrees to maintain an environment in which access to all of ECC's computing resources is equitably shared between users. The administrator will set minimum guidelines within which users are required to conduct their activities.

(5) The user agrees to maintain an environment conducive to learning. Many of the ECC computing systems provide access to outside networks, both public and private, which furnish electronic mail, information services, bulletin boards and conferences, etc. Users are advised that they may encounter material, which may be considered offensive or objectionable in nature or content.

Users are further advised that ECC does not assume responsibility for the contents of any of these outside networks.

(6) The user agrees to comply with the acceptable use guidelines for whichever outside networks or services they may access through ECC's systems.

(7) The user agrees to follow proper etiquette on outside networks. Documents regarding etiquette are available through specified individual networks.

(8) The user agrees that in the unlikely event that someone does transmit, or cause to be transmitted, a message that is inconsistent with an environment conducive to learning or with a misleading origin, the person who performed the transmission will be solely accountable for the message, not ECC, which is acting solely as the information carrier.

(9) The user agrees to report any possible security lapse on any system to the system administrator. The system must not be used until the system administrator has investigated the problem.

(10) The user agrees not to use their knowledge of passwords or loopholes in computer security systems to damage computing resources, obtain extra resources, take resources from another user, gain unauthorized access to resources or otherwise make use of computing resources for which proper authorization has not been given.

6. **Prohibited Uses**

Use of any ECC computer system for any of the following purposes is strictly prohibited.

An individual's computer use privileges may be suspended immediately upon the discovery of a violation of these privileges.

Violations of these policies will be dealt with in the same manner as violations of other college policies.

The user agrees never to use the system to perform an illegal or malicious act. Any attempt to increase the level of access to which the user is authorized, or to deprive other authorized users access to any ECC computer system shall be regarded as a violation of this policy.

(a) **Copyright Infringement**

Computer software, text, audio, image or video files, as well as computer programs protected by copyright, cannot be copied from, into or by using campus-computing facilities except as permitted by law or by the contract with the owner of the copyright. This means that such computer and microcomputer software may only be copied in order to make back-up copies, if permitted by the copyright owner. The number of copies and distribution of copies may not be done in such a way that the number of simultaneous users in a department exceed the number of original copies purchased by the department.

(b) Defamation – Libel/Slander

Creation or transmission of any false statement, which tends to cause injury to one's reputation is strictly prohibited. Any user creating or transmitting defamatory statements shall have sole liability for any damages resulting from such defamatory statement.

The user agrees never to attempt to transmit, or cause to be transmitted, any message in which the origination is deliberately misleading (except for those outside services which may conceal identities as part of the service).

(c) Obscene Material

Creating, transmitting, uploading or downloading obscene material is strictly prohibited when using ECC computer systems. "Obscene matter" means matter which when taken as a whole, the predominant appeal of which to the average person applying contemporary statewide standards, is to prurient interest, and is matter which taken as a whole goes substantially beyond customary limits of candor in description or representation of such matters; and is matter which taken as a whole lacks significant literary, artistic, political, educational or scientific value. Any user violating this provision may be subject to applicable criminal and civil penalties. Civil liability shall be solely and exclusively with the user.

(d) Commercial Use

Commercial use of ECC computer systems is prohibited.

Additional prohibitions include harassment, solicitations, unauthentic identification (logging on as someone else), unauthorized use of institutional signatures (college letterhead, logos, etc.), network vandalism (introducing a virus to corrupt files), use of workstations specifically reserved for an individual employee or group of employees or monopolizing access.

Liability for violations of prohibited uses shall remain solely and exclusively with the user.

7. Accounts

Others should not use an account assigned to an individual without written permission of the system administrator. The individual is responsible for the proper use of the account, including password protection.

8. Confidentiality

Programs and files are confidential unless they have been made available, with written permission, to other authorized individuals. When performing maintenance, every effort is made to ensure the privacy of the user's files. Violations of confidentiality should be reported to an administrator.

The system has the ability to read your mail, your own account and the system administrator account. All reasonable attempts have been made to ensure the privacy of your accounts and your electronic mail.

9. **System Performance**

No one should deliberately attempt to degrade the performance of the computer system or to deprive authorized personnel of resources or access to any college computer system.

10. **Unauthorized Access**

Loopholes in computer security systems or knowledge of a special password shall not be used to damage the computer system, obtain extra resources, take resources from another user, gain access to systems or use systems for which proper authorization has not been given.

Users shall not provide security codes to other users.

Users shall not install executable files on network servers and shall not modify, delete or otherwise alter server files or any data within those files without express authorization to do so.

ECC retains the right to revoke, amend or change the provisions of this policy.

Users who do not adhere to this policy may be subject to disciplinary action.

APPENDIX F

Vocational Instructors Equivalency Table

CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V
Valid California Community College Credential	Valid California Community College Credential	BA + 5 yrs. experience	MA	Doctorate
OR	OR			
AA + 6 yrs. experience or Board Approval Equivalency Qualifications	AA + 6 yrs. experience or Board Approval Equivalency -plus- 12 semester units vocational teacher training program courses			
	OR			
	BA + 2 yrs. experience			

Note: To qualify as a vocational instructor, the Faculty Member must be assigned to teach in a vocational subject field designated by the District and be assigned a teaching load of which 80% or more of the courses assigned are in that subject field.

APPENDIX G

List of Faculty Service Areas By Division

BEHAVIORAL & SOCIAL SCIENCES:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Anthropology	Anthropology	Hold a valid teaching credential in that discipline, OR
Child Development	Child Development	Meet state minimum qualifications in the discipline, OR
Economics	Economics	Have been granted an equivalency in the discipline.
Ethnic Studies	Ethnic Studies	
Gerontology	Gerontology	
History	History	
Philosophy	Philosophy	
Political Science	Political Science	
Psychology	Psychology	
Religious Studies	Religious Studies	
Sociology	Sociology	
Social Sciences	Social Sciences	
Women's Studies	Women's Studies	

BUSINESS

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Accounting	Accounting	Hold a valid teaching credential in that discipline, OR
Business Management Marketing Business Education	General Business	Meet state minimum qualifications in the discipline, OR Have been granted an equivalency in the discipline.
Law	Law	
Computer Information Systems	*Computer Information Systems	*In addition, must demonstrate skills by work experience, portfolio or performance.
Office Technologies	Office Technologies	
Real Estate	Real Estate	
Legal Assisting	Legal Assisting	

COUNSELING:

Discipline

FSA

Competency

Counseling

Counseling

HEALTH SCIENCES AND ATHLETICS:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Health	Health	
Physical Education	Physical Education	
Recreation Administration	Recreation	
Coaching	Coaching	
Athletic Training	Athletic Training	
Nursing	Nursing	
Nursing Science: Clinical Practice		
Health Care Ancillaries Health Information Tech. Radiologic technology Respiratory technician Respiratory technologies	Medical technologies	

FINE ARTS:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Art Studio Commercial Art	Studio Art History Commercial Art	Hold a valid teaching credential in that discipline, OR Meet state minimum qualifications in the discipline, OR
Dance	Dance the discipline.	Have been granted an equivalency in
Folk Dance	Folk Dance	
Drama/Theater Arts Stagecraft	History Performance Technical	In addition, must demonstrate skills by work experience, portfolio or performance.
Music Commercial Music	Instrumental Vocal Theory History	
Graphic Arts	Graphic Arts	
Jewelry	Jewelry	
Photography Photographic Technology	Photography	
Speech	Speech	

HUMANITIES:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
English	English	Hold a valid teaching credential in that discipline, OR
ESL	ESL	Meet state minimum qualifications in the discipline, OR
Foreign Languages	Spanish French German Japanese Italian Latin Russian	Have been granted an equivalency in the discipline.
Humanities	Humanities	
Journalism	Journalism	
Linguistics	Linguistics	
Mass Communication	Mass Communication	
Reading	Reading	
Public Relations	Public Relations	

INDUSTRY & TECHNOLOGY:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Administration of Justice Private Security	Administration of Justice discipline, OR	Hold a valid teaching credential in that
Air Conditioning Refrigeration, heating	Air Conditioning Refrigeration, heating	Meet state minimum qualifications in the discipline, OR
Architecture	Architecture	Have been granted an equivalency in the discipline.
Auto Body	Auto Body	
Auto Mechanics	Auto Mechanics	
Cabinet Making Carpentry	Carpentry	
Construction Mgmt. Construction Tech. Building Codes & Regs.	Construction	
Cosmetology	Cosmetology	
Computer Service Tech. Electricity Electro-Mechanical Tech. Electronics Robotics Telecommunications Tech.	Electronics	
Emergency Medical Technology	Emergency Med. Tech.	
Fire Tech.	Fire Technology	
Drafting Engineering Tech. Environmental Tech Industrial Tech. Machine Tool Tech.	Environmental Tech	

Manufacturing Tech.

Welding

Welding

Family and Consumer
Studies/Home Ec.
Fashion & related
Technologies

Family & Consumer
Studies

Have been granted an
equivalency in the discipline

INDUSTRY & TECHNOLOGY (Cont'd.):

Discipline

FSA

Competency

Culinary arts/food
Technology

*For Biological Sciences,
local qualifications will be used

Interior Design

Interior Design

Ornamental
Horticulture

Horticulture

LEARNING RESOURCES:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Special Education	Adaptive PE	Hold a valid teaching credential in that discipline, OR
	Counseling of students w/ disabilities	Meet state minimum qualifications in the discipline, OR
	Speech & Lang. disabilities	Have been granted an equivalency in the discipline.
Education	Education	
	Learning Skills*	*In addition must have course work in Developmental Education.
Instructional design/ Technology	Instructional design Technology	
Library Science Library Technology	Library	
Mass Communication	Mass Communication	
Broadcasting Tech. Media production	Broadcasting Tech.	
Sign language	Sign Language	

MATHEMATICAL SCIENCES:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Computer Science	Computer Science	Have been granted an equivalency in the discipline.
Engineering	Engineering	
Mathematics	Mathematics	

NATURAL SCIENCES:

<u>Discipline</u>	<u>FSA</u>	<u>Competency</u>
Biological Sciences	Anatomy & Physiology	Hold a valid teaching credential in that discipline, OR Meet state minimum qualifications* in the discipline, OR
Biology		
Botany		
Microbiology		
Ornamental Horticulture	Horticulture	
Astronomy/Physics	Astronomy	Hold a valid teaching Credential in that discipline, OR
Chemistry	Chemistry	Meet state minimum qualifications In the discipline, OR
Geography Earth Sciences	Geography Earth Sciences	Have been granted an equivalency in the discipline.

APPENDIX H

Catastrophic Illness/Injury Leave Donation Plan

About the Plan

The purpose of this plan is to permit employees with a catastrophic illness or injury to solicit individual donations of vacation and/or sick leave from fellow employees. The intent is:

1. to ensure that the employee continues to receive medical benefits during the recovery period.
2. to enable the employee to continue receiving the regular salary.

TO BEGIN THE PROCESS, a letter of request and medical verification must be sent to the Director of Human Resources. Assuming all other conditions are met, the Director will initiate the "Call for Donated Leave" or the Catastrophic Illness/Injury (CII) Committee will approve Leave Bank donations.

Guidelines for Donating Days

1. Any employee may donate accumulated leave but MUST retain no fewer than thirty (30) days of sick leave on record.
2. Employees may donate accumulated vacation days with no restrictions.
3. All days donated are irrevocable.
4. Any unused donated days will revert to the Leave Bank for use by other catastrophically ill or injured employees who request and are approved to use days from this bank.
5. Donated sick leave or vacation days are charged on the basis of day-for-day regardless of the classification and/or salary of either the donee or the donor.

The Employee suffering from a catastrophic illness or injury

1. Must have used all available forms of leave (sick leave or vacation.)
2. Must be incapacitated or absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
3. Must submit a letter to the Director of Human Resources requesting "Call for Donations." An authorized person other than the donee may request donated days.
4. Must submit medical verification to the Director of Human Resources. The District may require additional medical verification from a physician selected by the District and at the expense of the District.
5. As required in AB 2007, the District determines that the employee is unable to work due to the catastrophic illness or injury.

6. May use donated days as half or whole days which may be used retroactively. There are two choices regarding the method of using donated days:
 - a. half day worked plus half day donated leave equals a portion of or full pay.
 - b. half day leave only, resulting in full health benefits coverage and a portion of or half pay.
7. Must use all donated leave within a 12-month period after the donation. Leave days will be placed in a special donated leave account for up to one year. If the employee returns to work and has a reoccurrence of the same or related catastrophic illness or injury, after using any accumulated vacation or sick leave accrued days, previously donated leave days may be used. After one year, and in unusual circumstances, the CII Committee may consider a request to extend the period of up to one additional year.
8. If no reoccurrence of the catastrophic illness or injury occurs within one year of the date returned to work, the unused donated days will revert to the District's Leave Bank.
9. Pledged donated days may be used only for the specified catastrophic illness or injury. A different catastrophic illness or injury must be handled as a separate or second incident.
10. NOT COVERED: Stress related illness; elective surgery; normal pregnancy; worker's compensation claims; disabilities resulting from alcoholism or drug addiction unless the drugs are administered by a physician; intentionally self-inflicted injuries; pre-existing physical maladies or normal illness such as colds, flu, allergies, headaches, etc.

Leave Bank

1. The District annually, will promote a "call for leave donations" for the Leave Bank as needed. In addition, the District will give each employee who terminates, resigns or retires, an opportunity to donate unused vacation or sick leave to the Leave Bank.
2. Unused donated days reverting to the Leave Bank or days specifically donated to the Leave Bank make up the Leave Bank.
3. Requests for Leave Bank days are subject to availability. The District is not responsible for filling requests from the Leave Bank if no days are available.
4. It is the responsibility of the employee or the authorized person making the request for the employee to submit sufficient information or explanations to the CII Committee for approval. Insufficient information will be grounds for denial.
5. Requests for Leave Bank days must be submitted directly to the Director of Human Resources who then will determine eligibility and will provide the CII Committee with appropriate information. The committee will review the request but will not be told the name of the person making the request. Confidentiality will be upheld and all efforts will be made to ensure the privacy of the employee making the Leave Bank request.

Definitions

Catastrophic Illness or Injury: As defined in AB2007, a catastrophic illness or injury is one that is expected to incapacitate the employee for an extended period of time. Taking extended time off from work creates a financial hardship for the employee because he or she has exhausted all sick leave and other paid time off. Examples include life threatening injury or illness; cancer; AIDS, heart surgery, stroke, etc.

CII Committee: The Catastrophic Illness/Injury Committee is comprised of representatives from the Federation, (1), California School Employees Association (CSEA) (1), Police Officers Association (POA) (1) and Management (1) and is chaired by the Director of Human Resources as a non-voting member.

Call for Donations: The District will solicit requests for donations for either individual or Leave Bank requests.

Duration: Per AB2007, all donated leave is available for a maximum of 12 months.

Extension: In unusual circumstances and upon request, an additional 1 year of leave donations may be considered.

Grievances: Nothing in this plan is grievable.

Individual Requests: Employees meeting conditions of this plan may request donations from the general employee population.

Irrevocability: Once leave is donated, the donor cannot retrieve any portion of the donated leave.

Leave: Vacation or sick leave accrued to the donating employee. A donating employee must retain no fewer than 30 days of sick leave on record to be eligible to donate sick leave days.

Leave Bank: Unused donated days or days specifically donated to a general account. The Leave Bank permits those employees who do not wish to request individual donations to do so privately and anonymously.

Medical Determination: AB2007 requires medical verification of catastrophic illness or injury from a physician.

Medical Verification: AB2007 requires that the District determine that the employee is unable to work due to a catastrophic illness or injury.

Requests: AB 2007 specifies that an employee who is suffering from a catastrophic illness or injury must request that eligible vacation or sick leave be donated. Donations cannot be accepted or approved without this request.

APPENDIX H

Donation to Catastrophic Leave Bank

Upon my termination of employment from El Camino College on _____,
I wish to donate all my remaining sick leave to the Catastrophic Bank.

Signature

Date

Social Security Number

Date sent to payroll

Date processed by payroll

APPENDIX H

**CATASTROPHIC ILLNESS/INJURY LEAVE DONATION FORM
Individual Request for Donations**

_____ from the _____
(Employee) (Division/Department)

is eligible for participation in the District’s Catastrophic Illness/Injury Leave Donation Plan and is requesting donations at this time. If you wish to donate sick leave and/or vacation days, please complete this form and submit it to Human Resources.

RECOMMENDATION: Because the days you donate are irrevocable, the District cautions you to carefully consider the number of days you are donating. The District recommends that if you choose to donate, you contribute only 1 or 2 days for any one request. The employee listed above has the right to request donations again if he/she runs out of days from this request; however, no employee is eligible for donated leave beyond 12 consecutive months (AB2007 compliance).

I understand the terms and conditions of **Catastrophic Illness/Injury Leave Donation Plan**, and wish to contribute sick leave and/or vacation days as specified below.

Your Name _____ Social Security Number _____
(Print your name) (Required)

Number of Sick Leave days to be donated: _____

Number of Vacation days to be donated: _____

I understand that this donation is irrevocable and that the amount indicated above will be deducted from my accumulated sick leave or vacation days accordingly.

(Your signature) (Date)

**DO NOT DETACH
FOR OFFICE USE ONLY**

Human Resources Verification: _____

Payroll Verification: Deduction of sick leave and/or vacation was made on _____
and credited to _____ account.

PLEASE RETURN ALL COPIES TO HUMAN RESOURCES
Distribution: White (Accounting), Pink (Donor), Yellow (Human Resources)

APPENDIX I

**EL CAMINO COLLEGE
FEDERATION MEMBERSHIP DUES, REPRESENTATION SERVICE FEE**

The Agreement between El Camino Community College District and El Camino College Federation of Teachers, Local 1388, AFT, AFL-CIO, provides that each faculty member covered by the Agreement must pay either Federation membership dues or a representation service fee. Each faculty member is required to fill out and return this form to Human Resources.

Listed below are the options available in regard to Federation membership dues/representation service fees. You must select one option, and indicate if you wish to pay dues/fees in one lump sum or have dues/fees deducted from your paycheck on a tenthly basis. This authorization will remain in effect until revoked in writing.

OPTION I

I AM HEREBY APPLYING TO BECOME A MEMBER OF THE FEDERATION.

Check one \diamond below:

- \diamond Withhold my annual dues from my paychecks, on a tenthly basis.
- \diamond I will pay the **annual** dues amount directly to the Federation within thirty days of the start of my assigned duties with the College.

OPTION II

I DO NOT WISH TO BECOME A MEMBER OF THE FEDERATION.

Check one \diamond below:

- \diamond Withhold my reduced representation service fee from my paychecks on a tenthly basis.
- \diamond I will pay the annual reduced representation service fee directly to the Federation.

SUPPORT THE FEDERATION'S COMMITTEE ON POLITICAL EDUCATION

I hereby authorize the following deduction (payable tenthly) from my salary:

\$5.00 \$7.00 \$10.00

This authorization is signed freely and voluntarily and not out of any fear of reprisal and I will not be favored or disadvantaged because I exercise this right. Contributions or gifts to ECCFT-COPE are not deductible as charitable contributions for federal income tax purposes. Employees are welcome to contribute more or less than the designated amount. This voluntary authorization may be revoked at any time by notifying ECCFT of the desire to do so.

Date _____ Signature _____ Social Security # _____

Print Name _____ Division _____

Phone: Office _____ Home _____ (If you want released to the Federation.)

Distribution: White - Employee, Pink - Personnel file, Yellow - Federation

APPENDIX J

Faculty Observation Report

EVALUATEE: _____ SEMESTER _____
 EVALUATOR: _____ DATE OBSERVED _____
 CLASS/STUDENTS OBSERVED _____

	Satisfactory	*Needs Improvement	*Unsatisfactory
1. Shows currency and depth of knowledge of subject. Comments:			
2. Organizes classroom activities effectively. Comments:			
3. Adapts appropriate methods and materials of teaching to meet the needs of students consistent with the maintenance of quality education. Comments:			
4. Answers students' questions appropriately and respectfully. Comments:			
5. Material taught in class is appropriate to the course description. Comments:			
6. Provides information to students concerning course objectives, methods of evaluation, and grading policies. Comments:			

OVERALL RATING:

◇ Satisfactory ◇ Needs Improvement ◇ Unsatisfactory

TO EVALUATOR: Make 2 copies of this completed report and provide one to Evaluatee and one to Dean.
 If you desire a conference, check here: _____
 TO EVALUATEE: If you desire a conference to discuss your self-evaluation, your student evaluations, or
 this evaluation, check here: _____
 TO Dean: If a conference is necessary per the Agreement or if you request a conference, check
 here: _____

*Any "Needs Improvement" or "Unsatisfactory" ratings must include comments to identify specific problems. (Attach sheet if necessary.)

Distribution: Original-Employee Canary-Division Pink-Human Resources

APPENDIX J
Dean's/Supervisor's Evaluation Form

EVALUATEE: _____ SEMESTER _____
EVALUATOR: _____ DATE: _____

	Satisfactory	*Needs Improvement	*Unsatisfactory
1. Participates in college committee work/activities. Comments:			
2. Participates in professional activities. Comments:			
3. Conforms to official course outline of record. Comments:			
4. Keeps office hours. Comments:			
5. Adheres to class meeting and final examination schedules. Comments:			
6. Maintains official college records. Comments:			
7. Observes safety standards. Comments:			

OVERALL RATING:

◇ Satisfactory

◇ Needs Improvement

◇ Unsatisfactory

TO EVALUATEE: If you wish to have a conference to discuss this evaluation, your self-evaluation, your student evaluations, or your peer evaluation, check here: _____

TO Dean OR SUPERVISOR: If a conference is necessary per the Agreement or if you request a conference with the evaluatee, check here: _____

*Any "Needs Improvement" or "Unsatisfactory" ratings must include comments to identify specific problems. (Attach sheet if necessary.)

Distribution: Original-Employee Canary-Division Pink-Human Resources

APPENDIX J

Conference Report For Faculty
DIVISION OF _____

_____ has been evaluated in accordance with Article 22 of the Agreement between El Camino Community College District and the El Camino College Federation of Teachers and is considered to have an overall rating of:

_____ satisfactory
_____ in need of improvement
_____ unsatisfactory

Summary of conference (to be completed by the evaluator) and to include

1. SELF EVALUATION
2. OBSERVATION REPORT
3. STUDENT SURVEY RESULTS
4. DEAN'S EVALUATION (when required)

Panel Member(s):(Please print.)	Signature(s):	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

I have reviewed the above **CONFERENCE REPORT FOR FACULTY**. My signature does not necessarily indicate my agreement with the evaluation. I understand that I may submit a written statement within a calendar week to be attached and forwarded with this report.

Signature of Evaluatee _____ Date: _____

Evaluator(s) please provide signed copies to the following:

- 1 - Evaluatee 2 - Dean 3 - Human Resources

APPENDIX J

Self-Evaluation Report

(Report is due 1 week prior to Evaluation Conference)

NAME: _____ DATE: _____

The self-evaluation report should include but may not be limited to the following areas:

1) Objectives for the continued improvement of instruction based on the job description, (Appendix A) 2) the results of the student survey, a self-examination of teaching effectiveness, effective encouragement of student success and effective encouragement of student course completion, 3) professional growth activities, including any conferences or workshops attended by the evaluatee, 4) copies of course syllabuses which include the contract Faculty Member's classroom policies, grading procedures, and course content timeline, 5) College committees on which the evaluatee is serving or has served since the last evaluation, and 6) the extent to which objectives for the improvement of instruction from the last report were met. Additional pages may be attached.

I. OBJECTIVES FOR THE CONTINUED IMPROVEMENT OF INSTRUCTION:

II. ANALYSIS OF STUDENT SURVEY:

III. PROFESSIONAL GROWTH:

IV. ANALYSIS OF PREVIOUS OBJECTIVES FOR THE IMPROVEMENT OF INSTRUCTION:

APPENDIX J

Student Survey of Instructor Effectiveness DIVISION OF _____

Directions: Please mark the response which is closest to your opinion. If you feel you cannot answer, or the question is not applicable, mark answer "E." Use a number 2 lead pencil only. **ANSWER THE QUESTIONS ONLY. DO NOT PUT ANY OTHER MARKS ON THE ANSWER SHEET.**

The response choices for each question are:

- A - Strongly Agree
- B - Agree
- C - Disagree
- D - Strongly Disagree
- E - No opinion or Not applicable

1. The objectives for the course have been made clear.
2. Agreement exists between stated course objectives and what is actually taught.
3. The instructor explains how student work is to be evaluated.
4. The instructor seems concerned about student progress and gives help when needed.
5. The instructor uses class time effectively.
6. The instructor is well-prepared for each class.
7. The instructor makes use of appropriate examples or illustrations to help clarify the material.
8. In this class I feel free to ask questions.
9. The instructor exhibits a personal interest in the subject matter of the course.
10. The instructor inspires my confidence in his knowledge of the subject matter of the course.
11. The instructor maintains reasonable availability to students, including scheduled office hours.
12. In my opinion, the instructor is accomplishing the objectives of the course.

[PLEASE NOTE: ADDITIONAL QUESTIONS MAY BE ADDED TO INCLUDE SPECIAL CIRCUMSTANCES IN DIFFERENT DIVISIONS.]

APPENDIX K FACULTY COMPUTER USE AGREEMENT

The El Camino Community College District provides computers to its full-time teaching faculty for institutional purposes. The goal in providing this resource is to promote educational excellence through the use of technology to foster innovation, creativity and efficiency. Participating faculty may be asked to complete an evaluation survey indicating ways in which the use of this computer has allowed them to better support instruction. The faculty member agrees to take reasonable measures to protect the College District's property and agrees by affirmation to the following conditions:

1. At the issuance of the computer, I will attend an orientation for the safe use of my computer.
2. While on campus I accept personal responsibility for the laptop computer should the computer be lost, stolen or severely damaged due to my negligence.

I also accept complete liability any time I take the computer off campus. In the event that I am determined to be liable for a laptop computer that is lost, stolen or severely damaged, the laptop computer will be replaced, at the discretion of the District, for a fee not to exceed \$350.

A procedure to arbitrate disputes arising over application of this agreement will be established jointly with the District and El Camino College Federation of Teachers.

3. I agree to exercise care and caution when downloading file information. Certain files may carry computer viruses which may damage the computer's software and operation.
4. I understand that computers are provided to support the educational mission of the College District. Incidental personal use of the computer must not interfere with this educational mission.
5. I understand that I will be personally liable for any of my own actions which violate copyright laws, illegal use of copyrighted material or other illegal use, such as harassment and installation of non-licensed software.
6. The computer (laptop or desktop), and its replacement, if applicable, remains the property of the College District. I agree to surrender the computer upon retirement, resignation, termination or change to a non-teaching assignment. Failure to comply with the College District's demand for the return of the computer will be considered an unlawful taking of College District property and will result in disciplinary action and/or criminal prosecution.

Date _____

Signature _____

Printed Name _____

Office use only

<input type="checkbox"/> Toshiba laptop	Serial No.	ECC Tag #
<input type="checkbox"/> Apple laptop		
<input type="checkbox"/> Desktop		

Distribution: Original – Human Resources

Canary – Information Systems Technology

Pink – Faculty Member copy

APPENDIX L

INSURANCE BENEFITS COMMITTEE GUIDELINES

1. Membership in the Insurance Benefits Committee includes three (3) Faculty Members designated by the Federation, three (3) members designated by the exclusive representative for classified employees, one (1) member designated by the Police Officer's Association (POA), and six (6) members designated by the President of the College, one of whom, the Vice President of Administrative Services or Designee, is appointed as Committee Chairperson. Each organization is entitled to designate an alternate member, and the President may designate two (2) alternate members. Such alternate members are to serve in the event any of the designated persons are unable for any reason to serve.

2. All designated appointees by the named organizations and all designated appointees designated by the President of the College shall have an equal voice in the proceedings of the Committee and shall be full participants therein.

3. The Committee shall employ such consultants and experts as it deems appropriate.

4. The Committee's costs of operation shall be borne by the District.

5. Any Committee recommendation for changes in insurance benefits must be approved in writing by ten (10) of the members of the Committee.

6. All additions to, deletions from or changes to the Committee's bylaws must be approved in writing by ten (10) of the members of the Committee, including at least one Faculty Member voting for approval.

APPENDIX M-1

TENURE-TRACK FACULTY HIRING PROCEDURES

NOTE: The Superintendent/President is responsible for the implementation of the hiring procedures as jointly agreed upon by the Academic Senate and the Board of Trustees in accordance with the Education Code, Section 87360, in AB 1725.

1. Definition of Terms

- A. “VP” is Vice President.
- B. “Position(s)” refers to both new and replacement position(s).
- C. “ASC” is Academic Senate Council
- D. “AAO” is Affirmative Action Officer.
- E. “AAR” is Affirmative Action Representative.

2. Position Identification Process

- A. The appropriate VP will initiate the position identification process in a timely basis.
- B. Division Approval
 - 1. Positions to be requested are identified jointly by the division Dean and full-time faculty.
 - a. Input will be requested from each division by the appropriate VP before proposals for new or replacement positions are submitted by the Deans to the appropriate VP. This input should come from existing, division advisory committees or a committee consisting of the Dean and all interested faculty in the division.
 - b. All pertinent data shall be reviewed by the division advisory committee and made available to any faculty member requesting it.
- C. Campus-Wise Approval
 - 1. A joint Academic Senate/administration committee will be convened by the appropriate VP for final identification of positions recommended for announcement. The composition of this committee will be at least 50% appointed by the ASC.
 - 2. New and anticipated replacement positions identified for the following fall are to be approved before the winter recess.
- D. Unanticipated positions will be filled only on a temporary basis not to exceed 1 year.

3. Screening Committee

A. Selection

The division Dean or designee will be initially responsible for identifying the members of the screening committee in compliance with Section III-B.

B. Composition

1. Division Dean or designee
2. Where there is a director with specific program responsibility over the position to be hired, he/she will either be the Dean's designee or a voting member of the committee.
3. 3 or more tenured faculty from the discipline or from the division if not enough faculty are available from the discipline. These committee members shall be approved by a majority of the tenured faculty in the discipline.
4. 1 tenured faculty member from outside the division who is approved by the President of the ASC or designee.
5. 1 non-voting AAR appointed by the AAO in consultation with the President of the ASC or designee. Every attempt will be made to have a faculty AAR serve on every faculty screening committee. However, in the event no faculty member is available, either a representative from management or classified staff will be appointed.
6. The division Dean or designee will normally serve as the committee chair subject to the approval of the committee. The committee may select an alternate chair in consultation with the appropriate VP. The responsibilities of the chair include, but are not limited to the following:
 - a. Follow procedures specifically outlined in the Federation contract and the AB 1725 Hiring Procedures.
 - b. Forward to Human Resources the names of the committee members and the name of the chair.
 - c. Work with committee members' schedules to call timely meetings and accommodate faculty teaching schedules where possible.
 - d. Assure that the paper screening, preliminary interview and final interview calendar is completed and forwarded to Human Resources in a timely manner.

- e. Review committee members' responsibilities, screening procedures, affirmative action guidelines and conditions of privacy and confidentiality.
 - f. Arrange for appropriate training in the area of screening procedures and/or affirmative action if necessary.
 - g. Coordinate the development and dissemination of the interview questions and activities (if appropriate), and paper screening criteria, with the committee and forward to Human Resources.
 - h. Secure applicant packets from Human Resources in a timely manner.
 - i. Review Human Resources Procedures enclosed with the applicant packets and share appropriate procedures with committee.
 - j. After candidates are selected for interviews, coordinate initial phone contacts with potential candidates, send follow-up confirmation letters and develop interview schedule.
 - k. Complete reference checks, coordinate with Human Resources to verify qualifications and salary placement, notify interviewees of final selection status and prepare appropriate documents for the final interview.
 - l. Upon completion and agreement on the candidate to be selected, the chair and/or the Dean will extend an offer to the selected candidate and apprise the committee and Human Resources of the outcome and to reconvene the committee if necessary.
 - m. Notify interviewees not selected.
 - n. Return applicant packets, with all completed forms and committee members' notes, to Human Resources no later than 2 weeks after the final interviews are completed.
 - o. Appropriate clerical support will be provided to the designated chair by the division.
7. At the discretion of the faculty in the discipline, non-faculty may be appointed with voting or non-voting status.
8. The majority of committee members shall be tenured faculty from the discipline or from the division, if not enough faculty are available from the discipline.

9. The requirement for faculty to be tenured may be waived when deemed necessary by a majority of tenured faculty in the discipline or in the division if no tenured faculty are available from the discipline.

4. Job Announcement

A. Job announcements will:

1. Be developed by the faculty of the discipline and the division Dean or designee in consultation with the Director of Human Resources and/or the AAO. A standardized form provided by Human Resources will be used, with blanks for areas which may vary depending on the nature of the position.
2. Include sufficient detail so as to clarify:
 - a. Minimum qualifications.
 - b. Desirable qualifications.
 - c. Departmental needs.
 - d. Type of activity (if appropriate) required during the interview.
 - e. Tentative interview week(s).
 - f. The interview expenses the college will/will not pay.
3. Be circulated within 20 working days after positions are identified.

B. Prior to finalizing the job announcement, the screening committee must determine the following items:

1. Paper screening criteria. In addition to qualifications stated on the job announcement, paper screening criteria may include:
 - a. Training and/or work experience.
 - b. Recency of training and/or work experience.
 - c. Evidence of updating of skills.
 - d. Teaching experience.
 - e. Continued professional growth.

2. Tentative interview week(s).

5. Application Period

- A. Announced positions will be actively advertised for 40 working days prior to the screening committee's selection of candidates to interview; however, the position may remain open until filled.
- B. Applications of candidates determined to be qualified, once filed, are valid for any opening in the discipline for two academic years starting with the one in which the position is to be filled. Implementation of this item is subject to adequate resources and staff. At such time procedures will be developed jointly with all appropriate constituencies.
- C. During the application period, the screening committee will:
 1. Develop interview questions.
 2. Develop a description of the activity (if appropriate) to be requested of each interviewee. A teaching demonstration is required for all teaching positions.
- D. The questions and activities will be forwarded to the Director of Human Resources for review.

6. Screening Process

- A. Screening
 1. Contingent upon funding, Human Resources will prescreen the applications for all minimum qualifications. Human Resources will also screen for all required materials, which include the application form, the highest degree transcripts, and the resume. Human Resources will notify the chair that the completed application packets on individual applicants who meet the minimum qualifications are available for screening.
 2. Prior to the committee's screening of applications, the AAO must prescreen the applications to certify either that the applicant pool is sufficiently diverse or that sufficient effort has been made to obtain an appropriate applicant pool in accordance with the District's Affirmative Action Plan.
 3. If the applicant pool is not certified for screening, the AAO must present written justification to the screening committee.
 4. In the event that there is a determination that the applicant pool lacks sufficient diversity, the AAO will meet with the screening committee and the Director of

Human Resources to discuss the problem and determine the next step(s) in reannouncement.

B. Timelines for Review of Applications

1. Applications are to be forwarded by Human Resources to the AAO within 7 working days of the end of the advertising period.
2. The AAO will have 5 working days to review the diversity of the applicant pool and, if approved, forward the applications to the screening committee. In the absence of the AAO, the Director of Human Resources will make the determination.
3. All committee members must review the applications before the meeting to select the interviewees and will have a minimum of 5 and a maximum of 7 working days in which to do so. If over 60 applications are received the screening committee may elect to extend the screening period a maximum of an additional 7 working days.
4. The committee in consultation with the AAR/AAO will agree as to which candidates to interview and schedule interviews (according to the job announcement) within 2 weeks after the applications are available for review.

C. Evaluation of Candidates

1. Screening committee members must be present for all interviews to participate in the committee decision.
2. Committee members will document the screening/interview/evaluation process as specified by Human Resources.
3. Evaluation of the candidates may be based on:
 - a. Knowledge of subject area.
 - b. Communication ability (written and verbal as applicable).
 - c. Ability to stimulate interest in the discipline among community college students.
 - d. Teaching ability.
 - e. Ability to work with students of widely diverse backgrounds and abilities.

- f. Experience.
 - g. Ability and willingness to contribute to the college community.
4. Candidates will be chosen by the screening committee and sent to the final selection committee. They may be sent in ranked order at the screening committee's discretion. If fewer than 3 acceptable candidates are identified, justification must be provided by the screening committee.
 5. The Dean or designee and a committee member selected by the screening committee will jointly check the references of the top candidates.
 6. Candidates interviewed for a full-time position but not hired may, at the discretion of the screening committee, be hired for an adjunct or full-time temporary faculty position based on the interview for the full-time position.

7. Final Selection Process

A. Composition of Final Selection Committee

1. President
2. 1 or 2 Vice Presidents
3. Dean or designee or direction (whichever served on the screening committee) as determined by the screening committee.
4. 2 faculty members from the screening committee, selected by the screening committee.
5. 1 non-voting affirmative action representative.

B. Selection of Final Candidate(s)

1. After an open and collaborative assessment of each candidate, the committee will select the candidate(s) to recommend to the Board of Trustees. At some point in the discussion of the screening committee's ranking of the candidates will be reviewed.
2. The selected candidate(s) will be recommended to the Board of Trustees by the Superintendent/President.
3. In the event the Superintendent/President cannot support the recommendation of the final selection committee or if no selection is made, a joint meeting will be

held between the Superintendent/President and the *screening committee to determine the alternative.

8. Affirmative Action

- A. The procedures detailed in this document include steps required for compliance with the District's Affirmative Action Plan.
- B. Responsibilities (not included above) of the AAO as they pertain to the faculty hiring procedures are:
 - 1. Serve as a resource regarding legal aspects to the AARs and of the Screening committees.
 - 2. Validate that each member of the screening committee has completed the specified in-service training in compliance with the District's Affirmative Action Plan.
 - 3. Review and validate the hiring process with the AAR.
 - 4. Provides the AAR and the screening committee with general ethnic and gender statistics of the applicant, interview, and final selection pools. No information will be provided by individual applicant name.
- C. The responsibilities (not included above) of the AAR are to:
 - 1. Work with the AAO to determine if the applicant pool represents diversity.
 - 2. Serve as a resource to the screening committee regarding appropriate methods of screening and interviewing.
 - 3. Advise the screening committee of inconsistencies or inappropriate screening or interviewing activities.
 - 4. Consult with the AAO regarding unresolved problems relating to potential violations.
- D. In the event the AAO determines that there is a violation of affirmative action procedures in the screening or interview process:
 - 1. The AAO will meet with the appropriate VP and in writing notify the screening committee of the violation and that the process will be temporarily stopped.
 - 2. Within 5 working days a meeting will be held to review the alleged violation.

3. The Superintendent/President, with the recommendation of the AAO, will make the final determination regarding the continuation, revision or termination of the process.
4. Justification for terminating or altering the process will be given to the screening committee.

9. Review and Revision

- A. Any exceptions to the procedures stated in this document require mutual agreement among the ASC, the Federation and the Administration
- B. Resolution of a unique situation not covered by the procedures will require joint agreement among the ASC, the Federation, and the Administration.
- C. Review and revision will be done at the request of the ASC, the Federation, or the Administration.
- D. Revisions must be mutually agreed upon by all parties; until such agreement is reached, the current procedures will remain in effect.
- E. The President of the ASC, the President of the Federation and/or the District, in consultation with the Superintendent/President, may temporarily suspend the hiring process. Immediately upon suspension of the process a joint committee of the ASC, the Federation, and the administration will be formed to review any allegations and make a recommendation to the Superintendent/President. The Superintendent/President with the recommendation of the committee, will make the final determination regarding the continuation, revision, or termination of the process. Justification for terminating or altering the process will be given to the screening committee.

APPENDIX M-2

ADJUNCT FACULTY HIRING PROCEDURES

NOTE: The Superintendent/President is responsible for the implementation of the hiring procedures as jointly agreed upon by the Academic Senate and the Board of Trustees in accordance with the Education Code, Section 87360, in AB 1725.

1. Definition of Terms

- A. “VP” is Vice President.
- B. “Position(s)” refers to both new and replacement position(s).
- C. “ASC” is Academic Senate Council.
- D. “AAO” is Affirmative Action Officer.
- E. “AAR” is Affirmative Action Representative.

2. Position Identification Process

- A. Full-time faculty within the discipline shall be given the opportunity to meet with the Dean and/or Assistant Dean to discuss anticipated positions and desired numbers of sections for each course. During this discussion availability of overload assignments for full-time faculty will also be discussed. Based on this discussion a list of positions recommended for announcement will be forwarded to the Vice President for approval. These procedures are to augment and clarify procedures delineated in the Federation contract – not supersede it.
- B. Sections not assigned to full-time or current part-time faculty are to be identified and announced before the semester schedule of classes is due.
- C. Disciplines which have a high demand for adjunct faculty will establish a candidate pool from which emergency hires can take place.

3. Screening Committee

- A Selection of Committee

The division Dean or designee will be initially responsible for identifying the members of the screening committee in compliance with Section III-B.

- B. Composition of Screening Committee

- 1. Division Dean or designee.

2. Where there is a director with specific program responsibility over the position to be hired he/she will either be the Dean's designee or a voting member of the committee.
3. Tenured faculty from the discipline shall determine the faculty representation on the screening committee. The screening committee shall have at least one faculty member from the discipline or from the division if not enough faculty are available from the discipline.
4. The division Dean or designee will normally serve as the committee chair subject to the approval of the committee. The committee may select an alternate chair in consultation with the appropriate VP. The responsibilities of the chair include, but are not limited to the following:
 - a. Follow procedures specifically outlined in the Federation contract and the AB 1725 Hiring Procedures.
 - b. Forward to Human Resources the names of the committee members and the name of the chair.
 - c. Work with committee members' schedules to call timely meetings and accommodate faculty teaching schedules where possible.
 - d. Assure that the paper screening, preliminary interview and final interview calendar is completed and forwarded to Human Resources in a timely manner
 - e. Review committee members' responsibilities, screening procedures, affirmative action guidelines and conditions of privacy and confidentiality.
 - f. Arrange for appropriate training in the area of screening procedures and/or affirmative action if necessary.
 - g. Coordinate the development and dissemination of the interview questions and activities (if appropriate), and paper screening criteria, with the committee and forward to Human Resources.
 - h. Secure applicant packets from Human Resources in a timely manner.
 - i. Review Human Resources Procedures enclosed with the applicant packets and share appropriate procedures with committee.
 - j. After candidates are selected for interviews, coordinate initial phone contacts with potential candidates, send follow-up confirmation letters and develop interview schedule.

- k. Complete reference checks, coordinate with Human Resources to verify qualifications and salary placement, notify interviewees of final selection status and prepare appropriate documents for final interview.
 - l. Upon completion and agreement on the candidate to be selected, the chair and/or the Dean will extend an offer to the selected candidate and apprise the committee and Human Resources of the outcome and to reconvene the committee if necessary.
 - m. Notify interviewees not selected.
 - n. Return applicant packets, with all completed forms and committee members' notes, to Human Resources no later than 2 weeks after the final interviews are completed.
 - o. Appropriate clerical support will be provided to the designated chair by the division.
- 5. At the discretion of the faculty in the discipline, non-faculty may be appointed with the voting or non-voting status.
 - 6. The requirement for faculty to be tenured may be waived when deemed necessary by a majority of tenured faculty in the discipline or in the division if no tenured faculty are available from the discipline.

4. Job Announcement

A. Job announcements will:

- 1. Be developed by the faculty of the discipline and the division Dean or designee in consultation with the Director of Human Resources and/or the AAO. A standardized form provided by Human Resources will be used, with blanks for areas which may vary depending on the nature of the position.
- 2. Include sufficient detail so as to clarity:
 - a. Minimum qualifications.
 - b. Desirable qualifications.
 - c. Departmental needs.
 - d. Type of activity (if appropriate) required during the interview.

5. Application Period

- A. Announced positions will be actively advertised for 20 working days prior to the screening committee's selection of candidates to interview; however, the position may remain open until filled.
- B. Applications of candidates determined to be qualified, once filed, are valid for any opening in the disciplines for two academic years starting with the one in which the position is to be filled. Implementation of this item is subject to adequate resources and staff. At such time procedures will be developed jointly with all appropriate constituencies.
- C. During the application period, the screening committee will:
 - 1. Develop paper screening criteria. In addition to qualifications stated on the job announcement, paper screening criteria may include:
 - a. Training and/or work experience.
 - b. Recency of training and/or work experience.
 - c. Evidence of updating of skills.
 - d. Teaching experience.
 - e. Continued professional growth.
 - 2. The questions and activities will be forwarded to the Director of Human Resources for review.

6. Screening Process

- A. Prescreening
 - 1. Every attempt will be made by the AAO and Human Resources to obtain a diverse applicant pool.
 - 2. Contingent upon funding, Human Resources will prescreen the applications for all minimum qualifications. Human Resources will also screen for all required materials which include the application form, the highest degree transcripts, and the resume. Human Resources will notify the chair that the completed application packets on individual applicants who meet the minimum qualifications are available for screening.
- B. Timelines for Review of Applications
 - 1. Applications are to be forwarded by Human Resources to the AAO within 7 working days of the end of the advertising period.

2. The AAO will have 5 working days to review the diversity of the applicant pool and forward the applications to the screening committee. In the absence of the AAO, the Director of Human Resources will forward the applications to the screening committee.
3. All committee members must review the applications before the meeting to select the interviewees and will have a minimum of 5 and a maximum of 7 working day sin which to do so. If over 60 applications are received the screening committee may elect to extend the screening period a maximum of an additional 7 working days.
4. The committee will agree as to which candidates to interview and schedule interviews (according to the job announcement) within 2 weeks after the applications are available for review.

C. Evaluation of Candidates

1. Screening committee members must be present for all interviews to participate in the committee decision.
2. Committee members will document the screening/interview/evaluation process as specified by Human Resources.
3. Evaluation of candidates may be based on:
 - a. Knowledge of subject area.
 - b. Communication ability (written and verbal as applicable).
 - c. Ability to stimulate interest in the discipline among community college students.
 - d. Teaching ability.
 - e. Ability to work with students of widely diverse backgrounds and abilities.
 - f. Experience.
 - g. Ability and willingness to contribute to the college community.

D. Selection of Final Candidate(s)

1. After an open and collaborative assessment of each candidate, the committee will select the candidate(s) to be recommended to the Board of Trustees by the Superintendent/President.

2. The Dean or designee will check the references of the top candidate(s) prior to recommendation to the Board of Trustees.

7. Affirmative Action

- A. The procedures detailed in this document include steps required for compliance with the District's Affirmative Action Plan.
- B. Responsibilities (not included above) of the AAO as they pertain to the faculty hiring procedures are:
 1. To assign an AAR to the screening committee when appropriate.
 2. Serve as a resource regarding legal aspects to the screening committees.
 3. Validate that each member of the screening committee has completed the specified in-service training in compliance with the District's Affirmative Action Plan.
 4. Review and validate the process.
 5. Provide the screening committee with general ethnic gender statistics of the applicant, interview and final selection pools. No information will be provided by individual applicant name.
- C. The responsibilities (not included above) of the AAR (if assigned) are to:
 1. Work with the AAO to determine if the applicant pool represents diversity.
 2. Serve as a resource to the screening committee regarding appropriate methods of screening and interviewing.
 3. Advise the screening committee of inconsistencies or inappropriate screening or interviewing activities.
 4. Consult with the AAO regarding unresolved problems relating to potential violations.
- D. In the event the AAO determines that there is a violation of affirmative action procedures in the screening or interview process:
 1. The AAO will meet with the appropriate VP and in writing notify the screening committee of the violation and that the process will be temporarily stopped.
 2. Within 5 working days a meeting will be held to review the alleged violation.

3. The Superintendent/President, with the recommendation of the AAO, will make the final determination regarding the continuation, revision, or termination of the process.
4. Justification for terminating or altering the process will be given to the screening committee.

8. Emergency Hires

- A. When there is insufficient time for the ordinary hiring process, an emergency hire may be done according to procedures established by the faculty of the discipline in consultation with the Dean.
- B. In the event of an emergency hire, regular adjunct faculty hiring procedures must be accomplished for the following semester.

9. Review and Revision

- A. Any exceptions to the procedures stated in this document require mutual agreement among the ASC, the Federation and the administration.
- B. Resolution of a unique situation not covered by the procedures will require joint agreement among the ASC, the Federation and the administration.
- C. Review and revision will be done at the request of the ASC, the Federation or the administration.
- D. Revisions must be mutually agreed upon by all parties; until such agreement is reached, the current procedures will remain in effect.
- E. The President of the ASC, the President of the Federation, and/or the District, in consultation with the Superintendent/President, may temporarily suspend the hiring process. Immediately upon suspension of the process a joint committee of the ASC, the Federation and the administration will be formed to review any allegations and make a recommendation to the Superintendent/President. The Superintendent/President, with the recommendation of the committee, will make the final determination regarding the continuation, revision, or termination of the process. Justification for terminating or altering the process will be given to the screening committee.

APPENDIX N

**COMPUTATION OF “ADJUSTED COLA” AND
COLA PLUS GROWTH FORMULA**

	<u>ADJUSTED COLA</u>	<u>COMPUTATION IN FALL, 2004 FOR JAN 1, 2005</u>
1)	<u>Statewide COLA:</u> Final Budget – President’s Transmittal Letter to Board of Trustees or Chancellor’s Office – Advanced Apportionment Memo	2.41%
2)	<u>Increased Costs of Benefits:</u> Not applicable. (No increase in costs)	\$0.00
3)	<u>COLA Applied to Previous Year’s Costs:</u> <i>Not applicable. (No increase in costs)</i>	\$0.00
4)	<u>Increase (decrease) in District contribution to PT medical benefit fund</u>	\$0.00 <i>(Article 17, Section 12 (d))</i>
5)	<u>District over(under) estimate of 02/03 increased costs</u> Comparison of fall HR benefit costs estimate with spring HR benefit cost report (actuals), on a per employee basis	\$0.00 <i>(Article 25, Section 6(c))</i>
6)	<u>Increased Cost Minus COLA, plus PT contribution and over(under) estimate:</u> Not applicable. (no increase in costs)	\$0.00 <i>(Article X, Section 2(a); Appendix N)</i>
7)	<u>Percentage of Compensation:</u> Not applicable. (No increase in costs)	0.00 %
8)	<u>Adjusted COLA:</u> Adjusted COLA = Statewide COLA (line 1) minus the benefits increase not paid for by COLA (line 7) (2.41 – 0.00)	2.41%
9)	<u>ECC 2003/2004 growth</u> Subtract 02/03 Funded Credit FTES of 18,247.73 (Exhibit E: 10/7/03) from 03/04 Funded Credit FTES 18,414.39 (Exhibit E: 10/12/04) divide the difference by 18,247.73	0.913% <i>(Article X, Section 2(a))</i>
10)	<u>Part time share of growth (15% of line 9)</u>	0.137% <i>(Article X, Section 2(a(4)))</i>
11)	<u>Adjusted COLA (line 8) + Growth (line 9) – PT share (line 10):</u> (2.410 + .913 - 0.137)	3.19%

**APPENDIX O
INFORMATION UPDATE
Human Resources**

TO: All Employees (excluding Casual & Student Employees)

FROM: Human Resources

SUBJECT: INFORMATION UPDATE

For the purpose of updating the information below, all employees must complete and return this form to Human Resources. Note:
THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AS IT REPLACES ALL FORMER COPIES SUBMITTED.

NAME: _____
Last First Middle

ADDRESS: _____
Number Street

City S State Zip

HOME TELEPHONE: (____) _____ DO NOT RELEASE

Your home telephone number will be provided to the respective employee organization unless you request exclusion. If you do not want your home telephone number released, please indicate in the section next to your number.

PLEASE INDICATE: FULL TIME PART TIME

POSITION TITLE: _____ SOC. SEC #: _____

DIVISION: _____ EXTENSION: _____

IN CASE OF ACCIDENT OR SERIOUS ILLNESS – NOTIFY:

NAME: _____ RELATIONSHIP: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

MY PERSONAL PHYSICIAN IS:

DOCTOR: _____ PHONE: _____

IF UNABLE TO REACH PRIVATE PHYSICIAN, MY CHOICE OF HOSPITAL IS:

NAME, CITY & PHONE: _____

SIGNATURE: _____ DATE: _____

(PLEASE RETURN ALL COPIES TO HUMAN RESOURCES)
Human Resources - White Division – Canary Campus Police – Pink

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