



AGREEMENT

BETWEEN

STATE CENTER COMMUNITY COLLEGE DISTRICT

AND

*STATE CENTER FEDERATION OF TEACHERS
LOCAL 1533, CFT/AFT, AFL-CIO*

July 1, 2010 – June 30, 2011

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ARTICLE I

TERM OF AGREEMENT

This Agreement between the State Center Community College District (“District”) and the State Center Federation of Teachers, Local 1533, CFT/AFT, AFL-CIO (“Federation”) is effective upon ratification, and shall remain in full force and effect through June 30, 2011.

ARTICLE II

RECOGNITION

The District recognizes the Federation as the sole and exclusive representative of those members of the bargaining unit enumerated in the certification of the Educational Employment Relations Board dated March 24, 1977, Case Number S-R-555, as amended, effective May 26, 1981.

Unit composition shall consist of contract faculty and regular (tenured) faculty, counselors, librarians, and college nurses who were employed full-time on Salary Schedule “A” on November 30, 1976, with the following exclusions:

- A. Employees in positions designated as management by the Board of Trustees, including the chancellor, vice chancellors, associate vice chancellors, college presidents, vice presidents, deans, executive directors, and directors (except Directors of Athletics).
- B. All personnel compensated solely on Salary Schedule “C”, substitutes, both short term and long term.
- C. All temporary employees as defined by Education Code sections 87470, 87482, and 87612, except temporary faculty who serve at least 75 percent of the academic year who shall be included in the full-time faculty bargaining unit.

It is further acknowledged by the Federation and the District that Coordinators are part of the bargaining unit.

Should the District establish a new position or reclassify an existing position, the District will meet and negotiate whether the position is a bargaining unit position. If the District and Federation cannot agree, the matter shall be referred to the Public Employment Relations Board.

ARTICLE III

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that District practices, procedures, and policies shall be amended within a reasonable time in accordance with the terms and conditions of this Agreement.

ARTICLE IV **SUPPORT OF AGREEMENT**

During the term of this Agreement, the District agrees not to negotiate with any other organization on matters upon which the Federation is the exclusive representative and which are within its scope of representation, nor will the District attempt to negotiate privately or individually with the members of the bargaining unit or any person not officially designated by the Federation as its representative.

The Federation agrees to negotiate only with the representatives officially designated by the District to act on its behalf and agrees neither the Federation, its members, or agents will attempt to negotiate privately or individually with the Board, an individual Board member, or any person not officially designated by the Board as its representative.

ARTICLE V **WAIVER OF BARGAINING**

Section 1. WAIVER:

- A. This Agreement shall constitute the full and complete commitment between both parties. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement. The Federation acknowledges that during negotiations which preceded this Agreement, (the Federation) had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. Except as otherwise provided in this Agreement, the District and the Federation expressly waive and relinquish the right to bargain collectively on any matter:
 1. Whether or not specifically referred to or covered in this Agreement;
 2. Even though not within the knowledge or contemplation of either party at the time of negotiations;
 3. Even though during negotiations the matters were proposed and later withdrawn.

Section 2. BEGINNING NEGOTIATIONS:

This is a closed one-year contract and neither party will be required to negotiate on any item during the term of this contract unless both parties mutually agree in writing to negotiate. Initial proposals for a successor contract shall not be presented earlier than June 1, 2011.

ARTICLE VI SEVERABILITY AND SAVINGS

If any provision of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Any such provision held invalid or inoperative shall be renegotiated upon written request of either party to this Agreement.

ARTICLE VII MAINTENANCE OF OPERATIONS

The Federation agrees that neither the Federation, nor any person officially acting in its behalf, will cause, authorize, engage in, sanction, or, take part in a strike, a concerted failure to report for duty, or other similar action against the District. In consideration thereof, the District agrees there shall be no lockout of unit members.

ARTICLE VIII PAST PRACTICES

The District is not bound by any past practices of the District or understandings with any employee unless such past practices or understandings are specifically stated in this agreement.

ARTICLE IX FEDERATION RIGHTS

Section 1. PUBLIC INFORMATION:

The Federation shall be provided upon written request with materials and data that are available to the public. The Federation shall pay reasonable photocopying costs for documents requested pursuant to this section.

Section 2. BOARD POLICIES/ADMINISTRATIVE REGULATIONS:

The District shall provide the Federation with the State Center Community College District Policies and Regulations. During the term of this Agreement, the District shall notify the Federation of any changes, additions, alterations, or deletions to the electronic version of the District policies and regulations, providing that the electronic version is the official set of District policies and regulations. It is understood that said policies and regulations are maintained on the publicly accessible website of the District.

Section 3. BOARD MINUTES:

The District shall furnish the Federation with one (1) copy of all official Board agenda(s) "packets", excluding all confidential information or materials as defined by applicable law.

Section 4. EMPLOYEE LISTS:

The District shall provide the Federation with the names, addresses, and telephone numbers of unit members at intervals not to exceed twice per year upon the Federation's written request. Additional newly hired unit members' names, addresses, and telephone numbers shall be furnished as hired during the year. The District is not obliged to release addresses and/or telephone numbers of unit members who have designated in writing to the District that such information remain confidential.

Section 5. FEDERATION OFFICIALS:

The Federation shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list shall show the name and the title of these officials. The District is obligated to recognize or allow reasonable access to any work location by any Federation official or representative when they appear on the official list submitted, subject to the following limitation:

Authorized Federation officials and representatives shall be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

Section 6. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor.

Section 7. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

Section 8. EQUIPMENT USAGE:

The Federation shall pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation shall pay a reasonable fee for such use. The fee shall be set by the college administration and shall represent the cost to the District, including staff time and maintenance. The District requirements shall, at all times, have priority over that of the Federation.

Section 9. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space.

Section 10. POSTAGE MACHINE:

The Federation shall not be granted the use of the District postage machine.

Section 11. TELEPHONE USAGE:

The Federation shall not cause any long distance telephone or any other charges to be billed to the District.

Section 12. DUES DEDUCTIONS:

The District will deduct from the pay of each unit member and pay to the Federation the normal and regular monthly Federation membership dues as voluntarily authorized, in writing, by the member on the District approved form, subject to the following:

- A. The District agrees to deduct dues in uniform amounts from all eligible Federation members within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction in a form approved by the District, subject to the following conditions:
 1. Such deduction shall be made only upon the submission on a District approved form of a duly-executed and revocable authorization by the unit member;
 2. The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10th) of the month;
 3. Unit members who have voluntarily authorized dues deductions shall, from year to year, continue to have dues deducted until discontinued in writing;
 4. Dues shall be deducted from warrants for each month of the twelve (12) month fiscal year.

- B. In addition to, and notwithstanding the provisions of Article IX, Section 12A, Government Code sections 3546, 3546.3 and 3546.5 as amended shall be incorporated herein as though fully set forth and govern the withholdings pursuant to this article.
- C. Notwithstanding any other provision of this Article, any unit 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, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:

State Center Community College District Foundation.

Proof of payment to any fund shall be made on an annual basis to the Federation.

Any dispute over the eligibility of an employee under provision C above shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the employee; and (3) the Grievance Procedure of this Agreement.

Section 13. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations, may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within five (5) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

Section 14. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:
 - 1. The Federation shall have the right to add a representative to the following committees:
 - i. Educational Coordinating and Planning (ECPC);
 - ii. Equal Employment Opportunity
 - iii. Curriculum and Instruction.
 - 2. The Federation/District Consultation process (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14 A of this article.
 - 3. Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College President or Vice Chancellor North Centers.

Section 15. RELEASED TIME:

A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.

The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater).

The Federation Vice President for Grievance at each college shall be released from his/her regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the Federation Vice President involved. The parties shall seek to schedule grievance resolution meetings at times when the Federation Vice President is not assigned to classes.

Released Time for Federation Officers

The District agrees to provide the Federation released time of the equivalent of two (2) FTE for the conduct of Federation activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester as to:

- A. A unit member may be released one (1) FTE per year except in cases where the college president determines that such release would have a significant adverse impact upon a college program.
- B. Such allocation shall be based on whole courses.
- C. Such two (2) FTE released time shall be calculated based on the District load policy.
- D. All such released time shall be reimbursed to the District by the Federation based upon Salary Schedule C, Class IV, Step 4.
- E. The District agrees to grant to the Federation Executive Council released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
 - 1. Such released time shall be requested, whenever possible, two weeks or more in advance of such conference or seminar;
 - 2. Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one member shall exceed one-fifth of the total days.
 - 3. All such released time shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C, Class IV, Step 4.
- F. The cost of the one and one-half (1.5) FTE shall be deducted from the Federation monthly dues payments by the District each month as used. The District shall be responsible for only the amount of up to 0.5 FTE which shall be utilized before the Federation is charged.

A reasonable number, not exceeding five (5) members within the District of the Grievance Committee, shall be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved.

This section shall be effective July 1, 1981.

ARTICLE X **MANAGEMENT RIGHTS**

Section 1.

The Federation recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and

practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Section 2.

The Federation recognizes and agrees that the District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in case of emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Federation. The Federation agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

Section 3.

The District agrees that in regard to a declared emergency and decisions made therein, the Federation shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article XVI.

ARTICLE XI - A NONDISCRIMINATION

The Board and the Federation agree to comply with all pertinent provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Federation agree expressly not to discriminate illegally against any faculty member or prospective faculty member on the basis of race, color, creed, national origin, religion, sex, age, political affiliations, marital status, sexual orientation, or physical handicap.

ARTICLE XI - B SAFETY

Section 1. **SAFE EDUCATIONAL ENVIRONMENT:**

The District shall provide a safe educational environment in accordance with the California Occupational Safety and Health Regulations and guidelines of CAL OSHA. The Federation and its unit members may also bring to the attention of the District health, safety, and security guidelines from other regulatory agencies that govern employee health, safety, and security whereupon the District and the Federation will engage in consultation.

Section 2. **SAFETY COMMITTEE:**

The District shall establish a districtwide safety committee in addition to campus safety committees to review health, safety, sanitation, and security as set forth in guidelines from CAL OSHA.

Additionally, the committee may make recommendations per the District-appointed administrator who shall chair the safety committee meetings.

Section 3. REPORTING VIOLATIONS:

- A. When the District receives a written report of unsafe condition which poses a serious and immediate threat to the health or safety of any unit member, the District shall investigate the allegations and take appropriate actions in a timely manner.
- B. The individual bargaining unit member forwarding a written report of an unsafe condition may request information relating to action(s) taken as a result of his or her report pursuant to the California Public Records Act.

Section 4. SAFETY REPORTS:

The District shall make available, pursuant to the California Public Records Act, any annual report in compliance with applicable laws and District safety policies. A copy will be on file and available for inspection, as required by the California Public Records Act, in the office of the Vice Chancellor, Finance & Administration.

ARTICLE XII
HOURS, WORKLOAD, CLASS SIZE

Section 1. DISTRICT POLICY:

District policy, practices, and regulations in respect to class size, hours, and workload not specifically modified herein, shall not be changed by the District without agreement with the Federation.

Section 2. NEW PRACTICES:

New practices within the scope of bargaining shall not be initiated which are inconsistent with present District policy, practices, and regulations, or with this Agreement.

Section 3. LECTURE HOUR EQUIVALENTS:

Lecture hour equivalent (LHE) value for Large Group Instruction classes shall be as follows (to be computed on the first (1st) census week enrollment):

<u>Number of Students</u>	<u>Lecture Hour Equivalents</u>
50 or less	1.0
51 - 65	1.2
66 - 75	1.4
76 - 85	1.5
86 - 100	1.6
101 - 120	1.8
121 - 140	1.9
141 - 175	2.1
176 - 215	2.3
216 - 260	2.5
261 - 310	2.7

The above figures apply to laboratory classes, except that the L.H.E. figures will be multiplied by seventy-five hundredths (0.75).

By mutual agreement between the instructor and the Vice President of Instruction, adjustments in teacher workload based on the application of the above formula which would normally dictate the changing of an instructor of a class shall not be made until the following semester. By mutual agreement between the instructor and the Vice President of Instruction, factors for lecture hour equivalents for lecture classes may be established by using the number which is the arithmetic mean of the number of students in all classes of the contract load for the instructor, computed on the first (1st) census week enrollment. The first (1st) census week enrollment reflects all new registrations, additions, and drops that are returned to the admissions and records offices by the end of the Friday that precedes Monday of the first (1st) census week; this Friday could be the thirteenth (13th), fourteenth (14th) or fifteenth (15th) day of the semester.

Section 4. FACULTY LOAD CREDIT FOR ASSIGNED CLASSES:

All assigned classes which generate FTES shall be included in determining faculty load credit; however, load credit will be prorated for classes which are less than a semester in duration and for those classes to which a faculty member is assigned for less than the full duration of the class.

Section 5. WORK WEEK:

All unit members, including special assignment faculty (Article XIII Section 5), are required to perform contractual services forty (40) hours per week.

All full-time contract instructors shall be assigned the equivalent of 14-16 lecture hours per week. This range may be extended to 12-18 in individual instances by mutual agreement. Teaching loads shall be balanced over a two (2) semester period to achieve the equivalent of 29-31 lecture hours per year, with every reasonable effort made to assign 30 LHE per academic year. In the event that an instructor is assigned more than 30 LHE in an academic year the instructor will be paid on schedule C for LHE's in excess of 30, starting in the spring semester of that academic year.

Regular contract teaching assignments shall be scheduled within a daily span of time of nine hours or less. If deemed appropriate by management, exceptions may be allowed when the canceling of a course(s) in an instructor's assignment makes lengthening the span necessary to provide a full load. All other exceptions may be made only by agreement of the instructor.

Section 6. OFFICE HOURS:

Office hours shall be sufficient in number so that when office hours are combined with class hours an instructor shall normally have a total of at least twenty (20) hours weekly. All office hours shall be posted conspicuously for students. In no event will an instructor have fewer than three (3) office hours per week, and no instructor shall be required to have more than five (5) office hours per week.

At least one office hour shall be scheduled by unit members on days when they do not have classes scheduled. Said office hour may be rescheduled to another day under the following circumstances:

1. For unit member to perform assignment-related work off-campus.
2. For unit member to participate in professional development.
3. For unit member to develop curriculum.
4. For unit member to engage in college-related activity with students currently enrolled in one of his/her classes.

The instructor shall, not later than the day prior, inform his/her immediate supervisor of the need to reschedule the office hour and publish the rescheduled office hour conspicuously for students.

The instructor is responsible for attending meetings including all meetings called by administration, curriculum, department, faculty, or committee on non-teaching days.

The instructor may not reschedule an office hour during a week when students specify a need for his/her office hour assistance on a non-teaching day.

The rescheduling of an office hour may not exceed more than one (1) day in any full five (5) day work week period. Exceptions warranted by special circumstances may be authorized by the college president or the unit member's immediate supervisor.

Section 7. CALENDAR:

Spring Break shall be non-duty days for all bargaining unit members. Duty days shall be one hundred seventy-seven (177) in each school year. Teaching faculty members shall attend meetings called by the president, vice president, dean, or department chairperson on duty days prior to the beginning of instruction each semester.

One flexible schedule day shall be provided at the beginning of each semester, unless the District and the Senates mutually agree otherwise. Faculty members may request to reschedule a "flex day" at a time other than the date at the beginning of the fall and spring semester(s) for a specific

educationally related activity which is beneficial to the education of students, providing such alternate schedule is management approved and within the normal travel and conference budget expenses. Any approved rescheduled "flex day" must occur within the academic year from which it was rescheduled and must be outside of the individual faculty member's regular contract and overload teaching schedule as assigned. Weekday evenings and/or weekend days are permissible. Evening and/or weekend assigned time cannot be counted. Faculty scheduling alternate flex day activities are responsible for the reporting requirements required in regulation.

Section 8. LABORATORY HOUR EQUIVALENTS:

Beginning in January, 1994, the District will assign seventy-five (0.75) hundredths lecture hour to each laboratory class.

Section 9. SPECIAL COURSES:

The Federation recognizes the District's right and responsibility to offer experimental courses. It is understood that sections of such courses may be offered with fewer students required than the normal class size minimum.

It is further understood that such sections as well as courses necessary for students to complete majors and sequences may be offered with fewer students required than the normal class size minimum.

Section 10. CANCELLATION OF COURSES:

All contracts and/or "employment notices" will be approved and mailed to unit members by the Associate Vice Chancellor, Human Resources.

If sections of courses are canceled, it is the District's responsibility to provide a full assignment as defined in Article XII, Section 4.

Section 11. DEPARTMENT CHAIR RELEASED TIME:

Department chairs approved for released time shall be given twenty percent (20%) released time per academic year, except in cases where the college determines that such release would have a significant adverse impact upon a college program. In such cases the department chair will be compensated on Salary Schedule C.

Section 12. REASSIGNED TIME FOR ACADEMIC SENATE:

- A. The district agrees to provide the Academic Senates at each college reassigned time of the equivalent of 1.5 FTE each for the conduct of academic senate activities as follows: (1) perform academic senate duties and responsibilities, (2) direct, coordinate or participate on academic senate subcommittees or on campus or district committees to which the senate has member appointment rights or programs. Such reassigned time shall be agreed to and scheduled prior to the beginning of each semester.
- B. A unit member may be reassigned to perform faculty senate duties described in paragraph A above except in cases when the College president determines that such reassigned time would have a significant adverse impact upon the college program. The reassigned time in addition to a unit member's regular assignment shall equal a full-time assignment.

Section 13. DISTANCE EDUCATION:

- A. **Definition:** Distance Education is a method of instruction where the instructor and student are physically separate for most, if not all, of the instruction. Interaction is mediated by some form of technology, - e.g. audio, video, and computer – that allows for students and the instructor to engage in the educational process.
- B. **Teaching Load Factor:** A unit member teaching a distance education course (as designated by the College District) shall receive LHE credit on the ratio of four (4) LHE per three (3) units taught. LGI factors shall apply to distance education courses in the same manner as for traditional courses. Unit members teaching distance education courses must teach at least 40% of his/her load on campus per semester. The District may allow a unit member to teach less than 40% of his/her load on campus per semester, provided there is mutual agreement between the President or Vice Chancellor North Centers or their designee and unit member.
- C. **Course Development Factor:** A unit member assigned by the Vice President of Instruction to develop or redevelop a course for distance education shall receive released time during the semester when the course is being developed. The ratio of released time shall be one (1) LHE per one (1) unit of course development
- D. **Office Hours:** Office hours held by unit members teaching a distance education course shall be consistent with the provisions of Article XII, Section 6. OFFICE HOURS.
- E. The District and the Federation agree that if and when guidelines regarding training for and evaluation of distance education instructors are approved on a districtwide basis, the two parties will seek to reach agreement regarding aspects which are mandatory subjects of negotiation for inclusion in a Memorandum of Understanding.

Section 14. ASSIGNMENT:

Assignment to more than one location within a college shall be at the discretion of the District and shall take into consideration any aspects related to the assignment, such as necessary travel time between locations. However, faculty members, including special assignment faculty, shall be entitled to consultation with the immediate supervisor regarding their assignment. Mileage shall be paid in accordance with Article XVII, Section 6. TRAVEL OFF CAMPUS/MILEAGE.

ARTICLE XIII

FACULTY CONDITIONS

Section 1. TENURE REVIEW/EVALUATION OF CONTRACT FACULTY:

A. PURPOSE

The tenure review process should ensure that students have access to the most knowledgeable, talented, creative, and student-oriented faculty available. A four-year probationary period provides sufficient time for certificated contract employees to understand the expectations for tenure, to continue developing skills and acquiring experience to participate successfully in the educational process, and to use the District's and other resources for professional growth. The tenure review process should promote professionalism, enhance academic growth, and evaluate contract employees relative to continued employment consideration by providing a useful assessment of performance, using clear evaluation criteria.

B. PROCEDURES

1. Contract provisions for the evaluation of the contract certificated faculty shall be clarified for tenured faculty and supervisors early in the college year by District and Federation representatives.
2. A contract employee's evaluation committee shall consist of three (3) members, including two (2) tenured department members (from contract employee's discipline, whenever possible) and the immediate supervisor (or his/her representative). Faculty serving as a mentor to a contract employee shall not serve on that contract employee's evaluation committee. If the department of the contract employee does not have two tenured faculty, division members may be used. Faculty members shall be drawn randomly by the department chair from the discipline/department pool of volunteers. At a department's discretion, the department chair may serve regularly as one of two faculty members on the committee. A faculty member serving on the evaluation committee shall not also serve as a mentor to that contract employee. At the request of the contract employee and based on sufficient cause, the committee may be augmented by one member beginning in the second semester of the first year provided there is approval by the District and the Federation. The District and Federation shall receive input from both the contract employee and the committee.

Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the college President/Vice Chancellor North Centers who shall render a final decision within five (5) working days.

3. The immediate supervisor shall schedule all committee meetings, retain evaluation-related paperwork in his/her office, and make sure that all contractual timelines are followed.
4. The following steps will occur in the evaluation process:
 - a. The evaluation committee shall meet to review evaluation regulations and timelines.
 - b. The contract employee meets with his/her evaluation committee to review the evaluation criteria, evaluation process and procedures, and timelines. The contract employee shall be responsible to review the duties and responsibilities for his/her position and, if applicable, the course outlines for that position.
 - c. First- and second-contract employees will receive a minimum of one (1) classroom visitation (or other appropriate observation for other than classroom instructors) from each member of his/her evaluation committee. The person being evaluated shall be given at least twenty-four (24) hours notice of an intended visitation listing the specific (class) section to be visited where appropriate. The contract employee shall provide the observer a brief (instructional) plan prior to the visitation.
 - d. Third-contract employees shall receive a minimum of two (2) classroom visitations over this evaluation period. Committee members need not give prior notice of any intended visitation/observation.
 - e. A committee member(s) shall administer a standard District evaluation questionnaire to students in at least one class of each of the contract employee's preparations. The questionnaire shall be administered at the end of the class session, unless otherwise mutually agreed upon by a committee member and the contract employee, allowing students a minimum of fifteen minutes to complete the form. The contract employee shall not be present at the time. (In the event the contract employee has a non-teaching assignment, the student questionnaire

shall be administered to an appropriate number of students associated with the individual's assignment.)

All student questionnaire results shall be made available to the evaluation committee and the contract employee prior to week 14 (for 9-week courses, prior to week 8). Should the results of the questionnaire raise serious concerns regarding the contract employee, committee members may solicit verbal comments from students as part of the evaluation process.

- f. The committee shall meet to consider all evaluation input ("See Other Evaluation Procedures"), decide on a recommendation regarding subsequent employment status, and if appropriate, devise a plan for instructional or professional improvement articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII, Section 1(D) and 1(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) a specific timeline to correct areas of deficiency.
- g. The committee meets with the contract employee to discuss the evaluation results, the employment recommendation, and, if appropriate, the plan for improvement to be monitored by the members of the committee. The contract employee may offer his/her own additional performance assessment to be incorporated into the plan for improvement.
- h. A written employment recommendation (based upon the evaluation criteria), along with all pertinent documentation, shall be submitted by the committee to the President of the College/Vice Chancellor North Centers through the Vice President of Instruction or Vice President of Student Services.
- i. The College President/Vice Chancellor North Centers shall make a recommendation to the Chancellor and to the Board of Trustees. However, if the College President does not concur with the evaluation committee's recommendation, he or she will meet with the committee to discuss differences. If the meeting does not produce a concurrence of opinion, both the president's and the committee's recommendation shall be forwarded to the Chancellor and Board of Trustees, with pertinent documentation provided.

C. COMMITTEE COMPENSATION

1. Each faculty committee member shall receive up to ten (10) hours or the actual number of logged hours, whichever is less, of compensation equivalent to the top of Schedule C Lab rate for each year he or she serves on the evaluation committee and completes the evaluation cycle. To be eligible to receive the compensation, counselors, librarians, college nurses, and tutorial instructors must perform such evaluation services outside of their regularly assigned work week under Article XII, Section 5. WORK WEEK.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities Evaluation

- a. Immediate supervisor conducts a "duties and responsibilities evaluation@ in accordance with District Policy. The contract employee will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

- a. Contract employee shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

- a. Contract employee shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

- a. The contract employee shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.
- b. The contract employee has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.
- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987)
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.
- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.

- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.
- i. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

5. **LIBRARIANS**

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- f. Maintenance of appropriate records.
- g. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedure.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.
- h. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees hired must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

7. COORDINATORS

- a. Shall be evaluated on the basis of their duties and responsibilities statement.
- b. No later than completion of the seventh semester in contract status or prior to receiving tenure status, whichever occurs first, contract employees must be knowledgeable and be able to demonstrate computer proficiencies, including operating a computer, using the storage devices, printer controls, essential operating system commands, browsing the internet, receiving and sending e-mail, and the basic features of word processing and spreadsheet applications. Additionally, the contract employee will be able to demonstrate proficiency as to particular computer applications designed to meet the needs of students in the employee's teaching field or other work area, as determined by the evaluation team and department.

F. EVALUATION TIME LINE FOR FIRST OR SECOND CONTRACT EMPLOYEES

1. The following time line is repeated each year in the fall for contract employees.

a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)

- i. Tenure committee established by division dean.
- ii. Committee orientation meeting convened by immediate supervisor serving on committee.
- iii. Committee meeting with contract employee to discuss evaluation process and time lines.
- iv. Immediate supervisor begins "duties and responsibilities" evaluation.
- v. Contract employee submits copies of classroom records.

b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)

- i. Classroom visitations made by committee members.
- ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14(for 9-week courses, prior to week 8).
- iii. Contract employee submits list of professional activities.
- iv. Additional visitations may be conducted if deemed necessary by the committee.

c. WEEKS 14 – 16 (For 9-week courses, typically in weeks 8)

- i. Contract employee submits self-evaluation.
- ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
- iii. Committee decides upon employment recommendation for contract employee and, if the recommendation is a second or third contract, establishes a course of action by which the employee can improve in areas of weakness.

- iv. Committee meets with contract employee to discuss the employment recommendation. If appropriate, the committee will recommend a course of action for instructional/professional improvement.
- d. **WEEKS 17 – 18 (For 9-week courses, typically in weeks 7-9)**

Committee submits employment recommendation to the College President/Vice Chancellor North Centers, along with copies of all pertinent documents.
- e. This time line does not preclude a committee member's or administrator's right to visit a contract faculty member's classroom during the spring term should such be deemed necessary.

G. TIMELINE FOR THIRD-CONTRACT EMPLOYEES

- 1. **YEAR 3**
 - a. **WEEKS 1-5 (For 9-week courses, typically in weeks 1-3)**

Committee meets with contract employee to review calendar and activities for the year.
 - b. **WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)**
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
 - c. **WEEKS 14 – 20 (For 9-week courses, typically in weeks 7-10)**
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee meets with contract employee to present and discuss progress report and, if appropriate, a professional improvement plan.

- d. WEEKS 20 – 35 (For 9-week courses, typically in weeks 10-18)
 - i. Committee conducts additional classroom visitations as deemed appropriate.
 - ii. Committee meets with contract employee to discuss the third-year evaluation.
- 2. YEAR 4
 - a. WEEKS 1 – 5 (For 9-week courses, typically in weeks 1-3)

Committee meets with contract employee to review calendar and activities for the year.
 - b. WEEKS 6 – 13 (For 9-week courses, typically in weeks 3-7)
 - i. Classroom visitations made by committee members.
 - ii. Student questionnaires are administered (no earlier than 6th week). Student questionnaire results shall be provided to contract employee prior to week 14 (for 9-week courses, prior to week 8).
 - iii. Contract employee submits list of professional activities.
 - c. WEEKS 14 – 15 (For 9-week courses, typically in weeks 7-8)
 - i. Contract employee submits self-evaluation.
 - ii. Committee meets and reviews all pertinent areas of evaluation and evaluation materials.
 - iii. Committee decides upon employment recommendation for contract employee.
 - iv. Committee meets with contract employee to discuss the employment recommendation.
 - d. WEEKS 16 – 17 (For 9-week courses, typically in weeks 8-9)

Committee submits employment recommendation to the College President/Vice Chancellor North Centers, along with copies of all pertinent documents.

H. RIGHT TO GRIEVE

1. In the event there is a negative decision made regarding the granting of tenure, that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied, any policy or procedure concerning the evaluation of a contract (probationary) employee, the effected contract employee shall have the right to grieve such negative decision in accordance with the provisions of Education Code section 87610.1.
2. Allegations that the District, in a decision to reappoint a contract (probationary) employee, violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of contract (probationary) employees shall be classified and addressed as grievances in accordance with the provisions of Education Code section 87610.1.

I. RECONSIDERATION

In the event the arbitrator rules that the District must reconsider its decision not to grant tenure, the arbitrator's decision and findings of fact shall be served upon the Board of Trustees President or Secretary, along with all evidence, exhibits, documents, and briefs which were provided to the arbitrator. Either party may additionally submit a written argument, stating why the Board of Trustees should or should not grant tenure to the employee and stating the reasons therefore. Not later than 60 days after having been served the arbitrator's decision, the Board of Trustees shall determine upon reconsideration whether the decision not to grant tenure shall stand, or whether to grant tenure to the contract (probationary) employee. The decision of the Board of Trustees upon reconsideration shall be final in all respects and served on the employee.

Section 2: EVALUATION OF TEMPORARY FACULTY:

- A. Inclusion in the full-time faculty bargaining unit of temporary faculty who serve at least 75 percent of the academic year will not alter the employees' temporary status. Such employment may be terminated at any time without regard to termination proceedings in this agreement or with respect to provisions in the Education Code concerning the termination of contract (probationary) or tenured (permanent) employees.
- B. Collective bargaining agreement, Article XIII, Sections 1(A)-1(C), 1(F)-1(I) and Section 3 will not apply to temporary faculty who serve at least 75 percent of the academic year.
- C. The evaluation criteria set forth in the collective bargaining agreement, Article XIII, Sections 1(D) and 1(E) will apply to temporary faculty who serve at least 75 percent of the academic year.
- D. The following provisions will apply to the evaluation of temporary faculty who serve at least 75 percent of the academic year:

1. Temporary faculty will be evaluated (at least) as follows:
 - a. Their performance during their first semester of teaching or service.
 - b. Their performance during their second and/or third semesters of teaching or service.
 - c. Their performance over every six (6) semesters of teaching or service thereafter.
 2. The evaluation process of temporary faculty will include the following:
 - a. Classroom visitation(s) by peer reviewer and immediate supervisor or his/her designee. Visitation dates and times shall be scheduled within a three-week period announced to the temporary faculty member. (Both peer reviewer and evaluator need not be present during a visitation.);
 - b. Student questionnaires administered by peer reviewer or immediate supervisor. The student questionnaire results shall be provided to temporary faculty prior to week 14 (for 9-week courses, prior to week 8).
 - c. The results of the evaluation will be discussed with the temporary faculty member;
 - d. The evaluatee shall receive a copy of the final written evaluation;
 3. Any violation by the District of procedures contained in this Article shall be grievable. The substance of any evaluation shall not be the subject of any grievance.

Section 3. EVALUATION OF REGULAR (TENURED) FACULTY:

A. PURPOSE

The purpose of the evaluation procedure of regular (tenured) faculty is to enhance the quality of education, to recognize outstanding performance, to enhance performance and to further the growth and development of faculty members, to identify areas of performance needing improvement and to assist faculty members in achieving improvement, and to maintain the educational quality and standards of the College District.

B. EVALUATION TEAM

1. The evaluation team shall consist of a peer reviewer and the immediate supervisor. The peer reviewer shall be selected by the immediate supervisor from a list of three names provided and in order of preference by the regular (tenured) faculty member being evaluated from the regular (tenured) faculty member's department or division (with prior

approval from the immediate supervisor, the regular (tenured) faculty member may offer one or more names for peer review selection from a different department, division, and/or campus). Except for persons who are in a need-to-know position, the evaluation process shall be confidential to the extent provided by law. An evaluation committee member may be removed from the committee by the District for a breach of confidentiality, a material breach of the contractual obligations of a committee member or a conflict of interest. The committee member who is removed shall be replaced in the same manner as committee members are selected. This provision is not subject to the grievance procedures. This provision shall be subject to appeal to the College President/Vice Chancellor North Centers who shall render a final decision within five (5) working days.

2. The evaluation team shall meet a sufficient number of times during the evaluation period in order to formalize the evaluation plan, perform visitations, observations and review, and to discuss the results of the evaluation.

C. TIMELINE

1. The regular evaluation of tenured faculty shall take place at least once in every three academic years. More frequent evaluation may occur in the event job performance is less than acceptable.
2. The evaluation process will normally be completed within one semester.
3. The evaluation team and the regular (tenured) faculty member being evaluated shall endeavor to reach consensus on specific time lines (except as otherwise set forth in the evaluation provisions of this article) for visitations and observations, the administration of student questionnaires, the discussion of the results of the evaluation, and the procedures required in the evaluation process. In the event consensus is not reached regarding the time line, the immediate supervisor shall determine the time line to be used.

D. OTHER EVALUATION PROCEDURES

1. Duties and Responsibilities of Evaluation

Immediate supervisor conducts a “duties and responsibilities evaluation” in accordance with District Policy. The regular (tenured) faculty member will be evaluated on requirements such as holding classes, maintaining roster and attendance records, turning in grades, posting and holding office hours, and performing departmental/institutional duties such as attending meetings, serving on committees, advising students, etc.

2. Records Evaluation

Regular (tenured) faculty member shall submit classroom (or other appropriate) records for evaluation, including syllabi, course objectives for students, tests, grading criteria, etc.

3. Professional Activities Evaluation

Regular (tenured) faculty member shall submit a written record of professionally related activities such as conference/workshop attendance, staff development and participation, institutional/District committee participation, professional association memberships, scholarly publications, research, etc.

4. Self-Evaluation

Regular (tenured) faculty member shall submit to the committee a written evaluation of his/her job performance with respect to the criteria on which he/she is being evaluated.

5. Relevant Input for Outside of Formal Evaluation Process

- a. The committee will consider only complaints, concerns, or commendations that have been documented (signed, dated, and presented to supervisor or department chair) or verbal complaints, concerns, or commendations of a consistent, recurring nature.
- b. The regular (tenured) faculty member has the right to respond to any complaint or concern which the committee is considering as part of the evaluation process.

E. EVALUATION CRITERIA

1. STUDENTS

- a. Responsive to the educational needs of students by exhibiting awareness of and sensitivity to the following:
 - i. Diversity of cultural backgrounds, gender, age, and lifestyles;
 - ii. Variety of learning styles;
 - iii. Student goals and aspirations.
- b. Concern for student rights and welfare.

- c. Respect for the opinions and concerns of students.
- d. Willingness and availability to assist students.

2. PROFESSIONAL RESPONSIBILITIES

- a. Participation in departmental, college, or related activities.
- b. Maintenance of ethical standards in accordance with American Association of University Professors (AAUP) ethical standards statement (1940; revised 1987).
- c. Maintenance of workable relationship with colleagues.
- d. Demonstrates commitment to the profession (Code of Ethics).

3. CLASSROOM TEACHING

- a. Knowledge of subject matter.
- b. Awareness of current developments and research in field.
- c. Demonstration of effective communication with students.
- d. Effective use of teaching methods appropriate to subject matter.
- e. Institutionally approved course outline.
- f. Evidence of course objectives being met through evaluation of student work that measures those objectives, through tests and examinations, written assignments, oral responses, etc.
- g. Maintenance of classroom records in accordance with District Policy.
- h. Evaluation of student progress in keeping with the course objectives and institutionally adopted course outlines.

4. COUNSELORS

- a. Evidence of appropriate counseling techniques as designated by review of student educational plans, career test interpretations, etc.
- b. Maintenance of counseling session records in accordance with District Policies.
- c. Effective use of counseling methods appropriate to student need.

- d. Knowledge of subject matter.
- e. Awareness of current developments and research in the field.
- f. Demonstration of effective communication with students.
- g. Demonstration of respect for all students through the development of a warm and accepting environment.
- h. Maintains confidentiality of the counseling session.

5. LIBRARIANS

- a. Knowledge of library usage.
- b. Awareness of current developments and publications in the field.
- c. Demonstration of effective communication with students and faculty.
- d. Effective use of research methods appropriate to faculty and student needs.
- e. Awareness of college curricula.
- f. Maintenance of appropriate records.

6. NURSES

- a. Knowledge of subject matter.
- b. Awareness of current development and research in the field.
- c. Effective communication with students.
- d. Effective use of nursing procedure.
- e. Evidence of appropriate nursing objectives which are met through a student evaluation of services.
- f. Appropriate maintenance of student records which protect the confidentiality of all service users.
- g. Evaluation of student's progress in keeping current with nursing protocols and public health procedures.

7. COORDINATORS

Shall be evaluated on the basis of their duties and responsibilities statement.

F. EVALUATION PROCESS:

1. A peer reviewer shall be selected during the first three weeks of the evaluation semester.
2. Typically by the fourth week of the semester, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss and agree upon the evaluation plan. If consensus cannot be reached, the immediate supervisor, Vice President of Instruction, or Vice President of Student Services and peer reviewer shall determine the plan to be used by majority approval. The evaluation plan shall consist of evaluation procedures and criteria from Article XIII, Sections 3(D) and 3(E) which may include, but are not limited to:
 - a. educational discussions with peers and/or immediate supervisor
 - b. classroom visitations and observations
 - c. video taping of class sessions
 - d. peer review
 - e. written and/or oral student evaluations of the unit member
 - f. appropriate service or activities
3. Student questionnaires are a required part of evaluation, to be administered by an evaluation team member to students in two different courses, or in two sections of the same course if unit member teaches only one course. All student questionnaire results shall be made available to the evaluation committee and the regular (tenured) faculty member prior to week 14 (for 9-week courses, prior to week 8).
4. Between the 6th and 14th weeks (for 9-week courses, between the 3rd and 8th), the evaluation plan is typically carried out and completed.
5. At the completion of the evaluation process, the regular (tenured) faculty member, peer reviewer, and immediate supervisor shall meet to discuss the results of the evaluation, including the peer written review, student evaluation, regular (tenured) faculty member self-evaluation, and the immediate supervisor's evaluation, as well as suggestions for improving the performance of the regular (tenured) faculty member and, if appropriate, develop a plan for improvement to be monitored by the members of the committee. The plan for improvement shall be articulated in writing that clearly identifies: (1) areas of deficiency from Article XIII Section 3(D) and 3(E); (2) objectively observable behaviors to correct areas of deficiency; and (3) specific timeline to correct areas of deficiency. The regular (tenured) faculty member being evaluated may offer his/her own additional performance assessment to be incorporated into the plan for improvement.

The summary written evaluation report shall be prepared by the immediate supervisor. The summary evaluation shall take into account the peer reviewer's written report as well as the results of each of the evaluation procedure and criteria.

The unit member shall have the opportunity to comment on the results of the written summary evaluation report and have any written comments attached to the written evaluation report which shall thereafter be forwarded to the College President/Vice Chancellor North Centers through the Vice President of Instruction or Vice President of Student Services.

G. AUGMENTED EVALUATION:

In the event the immediate supervisor or peer reviewer indicates unacceptable job performance through a negative summary evaluation, the regular (tenured) faculty member may appeal the evaluation to the augmented team within ten (10) working days. The augmented team will consist of the original team plus one other regular (tenured) faculty member selected by the faculty member being evaluated and one additional administrator.

1. If the regular (tenured) faculty member appeals the negative evaluation, the augmented team will determine whether the negative evaluation finding was warranted. If the negative evaluation is upheld, or if the regular (tenured) faculty member doesn't appeal, the regular (tenured) faculty member will continue being evaluated by the augmented team until his or her job performance reaches at least a minimally acceptable level, upon which time he or she will return to the regular evaluation cycle, or a determination is made by the District to discharge the regular (tenured) faculty member.
2. The augmented evaluation process will provide ongoing assistance to and evaluation of regular (tenured) faculty members whose job performance must improve to assure continued employment with the District.

Section 4. CLASS ADVANCEMENT SALARY SCHEDULE:

- A. In accordance with salary schedule and unit requirements, the evaluation of requests for class advancement shall be made by the respective campus Evaluation Committee.
 1. Each College President shall designate an administrator, in addition to the one serving on the Campus Evaluation Committee, who will prepare a thorough analysis of all classification advancement requests before presentation to the committee. This administrator also will have the responsibility of obtaining proper documentation and insuring that these supportive documents are retained in appropriate college files following committee action.

2. Each campus committee shall consist of one (1) administrator from each college (to be appointed by the College President) and one (1) faculty member from each division at Fresno City College and one (1) faculty member from four (4) different departments at Reedley College. The faculty members shall be selected for the respective college committees by the Academic Senate President at Fresno City College and by the Academic Senate President at Reedley College. Each committee shall elect a faculty member to serve as chairperson.
- B. A unit member anticipating a change in class placement must file a "Letter of Intent" by May 1 of the preceding college year with the administrator designated by the college president to assist the committee.
- C. As proof of completion, official transcripts or other written supporting evidence must be submitted to the designated administrator no later than the Wednesday immediately preceding the first (1st) day of instruction for the year for which the change in salary placement is requested. In the event that the written supporting evidence is not available by the deadline, a notarized statement by the individual concerned on a form provided by the college may be submitted to, and accepted by, the committee on or before the deadline date. However, a subsequent downward adjustment will be made in the unit member's pay sufficient in amount to offset any prior overpayment if the unit member is not able to provide evidence substantiating his/her claim by the first (1st) school day of the second (2nd) full month of instruction of the fall semester. A statement indicating the unit member's knowledge of this downward adjustment provision shall be included on the notarized statement form.
- D. Committee recommendations for salary class advancements shall be forwarded to the office of the president by Wednesday of the first (1st) week of instruction for his/her review and comment and for filing with the Office of the Chancellor by Wednesday of the second (2nd) week of instruction.
- E. All recommendations for salary schedule class advancement must receive final approval from the Chancellor or his/her designee.
- F. When a faculty member qualifies for a new class, placement in that class will be without loss of annual increment.
- G. Salary Advancement Unit Requirements:

The following regulations pertain to units to be used for class advancement on the certificated salary schedule:

1. Units of credit for upper-division and graduate courses from accredited colleges and universities in the unit member's teaching field or other professional assignment may be submitted for a class advancement without obtaining prior approval.

2. Units of credit for upper-division and graduate courses from accredited colleges and universities outside of the unit member's teaching field or other professional assignment submitted for a class advancement must have the prior approval of the Campus Evaluation Committee.
3. Lower-division units:
 - a. Lower-division units may be applied to salary class advancement only when prior approval has been obtained and the particular units are one of the following: [1] required for a credential or degree fulfillment, [2] required in connection with preparation for a specific institutional assignment, [3] part of an in-service training program, or [4] recognized by the Campus Evaluation Committee as contributing to the unit member's effectiveness in his/her assignment.
 - b. In order to obtain prior approval for any lower-division course work, each applicant must submit to the Campus Evaluation Committee the proper application form. Not more than twenty percent (20%) of the units required for advancement from one column to the next may be lower-division units in any case.
4. In addition to total unit requirements, over one-half (1/2) of the total number of units required for placement on a particular salary schedule class must be in the unit member's teaching field or appropriate to his/her professional assignment.
5. Even when they may not carry college credit, National Science Foundation, Industrial Institutes, factory training, and other appropriate courses may be counted for credit for class advancement if, prior to the onset of the course, approval by the Campus Evaluation Committee has been obtained and the committee has determined how much credit for salary advancement purposes shall be granted. Other than exceptional circumstances, approved in advance by the Chancellor or his/her designee, not more than twenty percent (20%) of the units required for advancement from one column to the next may be units that fit in this category.

Section 5. SPECIAL ASSIGNMENTS:

Work week is defined in Article XII, Section 5. WORK WEEK.

A. Counselors

1. The basic work year of the counseling staff shall consist of the same number of duty days assigned to the full-time teaching staff.

2. The number of additional days, if any, to be worked by each counselor on an extended- contract basis shall be determined by management after consultation with the counselor.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include committee assignments, faculty senate, other college-related meetings, research and orientation, counseling appointments, teaching responsibilities, if assigned, staff development activities, and/or any other professionally related activities as authorized and/or directed by the administration. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.
4. Counselors who have teaching responsibilities as part of their contract assignments shall have the thirty-five (35) hours of assigned duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a counselor teaching one (1) section of a one (1) unit Guidance Studies course for two (2) hours a week for a nine (9) week period shall average thirty-three (33) hours per week of other assigned duty time during the semester in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the counselor and the administration with consideration of the unit member's concerns.

B. Librarians:

1. The basic work year of the library staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each librarian on an extended contract basis shall be determined by management after consultation with the librarian.
3. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities, and/or other professionally related activities as authorized and/or directed by the administration.
4. Librarians who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a librarian teaching one (1) section of a library science course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
5. Duty days and hours shall be assigned by management after consultation between the librarian and the administration with consideration of the unit member's concern.

C. College Nurses:

1. The basic work year of the college nursing staff shall consist of the same number of duty days assigned to the full-time teaching faculty.
2. The number of additional days, if any, to be worked by each college nurse on an extended contract basis shall be determined by management after consultation with the college nurse.
3. The work week shall consist of thirty-five (35) hours of assigned nursing duties, office hours, scheduled professional meetings, staff development activities, and other appropriate professional activities as authorized and/or directed by management.
4. Duty days and hours shall be assigned by management after consultation with the individual college nurse affected with consideration of the unit member's concern.

D. Career and Technology Center:

1. The basic work year for the Career and Technology Center instructional staff shall be the same as for other full-time teaching faculty members. The number of additional duty days to be worked on an extended-contract basis shall be determined by management after consultation with the individuals affected.
2. The work week shall consist of thirty-five (35) assigned duty hours which may include instructional activities not to exceed thirty (30) hours per week, and/or any other professionally related activities as authorized and/or directed by management, such as meetings scheduled by the administration, staff development activities, faculty consultations, and student consultations with community agency representatives.
3. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

E. Tutorial Instructors:

1. The basic work year of the Tutorial Center instructional staff shall consist of the same number of duty days assigned to full-time teaching faculty members.
2. The number of additional days, if any, to be worked by tutorial instructional staff members on an extended-contract basis shall be determined by management after consultation with the individual affected.
3. The work week shall consist of thirty-five (35) hours of assigned duty which may include teaching responsibilities, staff development activities, meetings, faculty consultations, and/or any other professionally related activities as authorized and/or

directed by management. Assignments shall be consistent with the approved statements of duties and responsibilities for each position.

4. Duty days and hours will be assigned by management after consultation with the individual affected, with consideration of the unit member's concerns.

F. Coordinators:

1. It is acknowledged by the Federation and the District that coordinators are part of the bargaining unit. Coordinators are unit members who assist in specific programs but are not considered management employees and perform no significant responsibilities for formulating district policies and administering district programs.
2. The basic work year of the coordinators shall consist of the same number of duty days assigned to the full-time teaching faculty.
3. The number of additional days, if any, to be worked by each coordinator on an extended-contract basis shall be determined by management after consultation with the coordinator.
4. The work week shall consist of thirty-five (35) hours of assigned duties which may include teaching responsibilities, if assigned, scheduled professional meetings, staff development activities and/or other professionally related activities as authorized and/or directed by the administration.
5. Coordinators who have teaching responsibilities assigned as part of their contract assignments may have thirty-five (35) hours of duty time reduced by an average of two (2) hours per week over the period of a semester for each lecture hour equivalent (LHE) taught. (For example, a coordinator teaching one (1) section of a course for three (3) hours a week for a semester shall average twenty-nine (29) hours per week of other assigned duty time in addition to his/her teaching assignment.)
6. Duty days and hours shall be assigned by management after consultation between the coordinator and the administration, with consideration of the unit member's concerns.

Section 6. EXTENDED CONTRACT SALARY FORMULA:

The determination of salary for Salary Schedule "A" personnel on extended contracts shall utilize the following formula:

$$P + (D)(N) = T$$

P = Annual salary figure shown for Salary Schedule "A" placement.

D = Per diem rate of pay for Salary Schedule "A" placement.

N = Number of duty days assigned beyond the number of duty days in the academic year.

T = Total extended contract salary.

Section 7. FACULTY RIGHTS:

Individual members have the right of consultation with the immediate supervisor on matters relating to the members' teaching assignment, instructional program changes, analysis and/or evaluation of instructional programs, and the educational direction of their department and institution.

Section 8. TRANSFER AND REASSIGNMENT:

A. Voluntary Transfer:

1. A voluntary transfer is initiated by the unit member.
2. Any regular (tenured) faculty member may request a transfer from one (1) college to another college or North Centers, or from the North Centers to another college where his/her training, experience, skills, degrees and/or credentials coincide with the requirements of a vacant position.
3. Applications for transfer will be considered for vacancies before other outside applicants. The District will post vacancies at District sites as well as on the District website and intranet.
4. A regular (tenured) faculty member may transfer within the District to a vacant faculty position for which he or she is qualified once all of the following conditions occur and are completely satisfied:
 - a. Job announcements shall be posted for transfer through the District's bulk e-mail for a five (5) calendar-day period.
 - b. Transfer applicants shall submit to the Human Resources Department a letter containing why they wish to transfer to the posted vacancy and an updated resume, within that five (5) day posting period.
 - c. Following an interview with each applicant and within ten (10) days of receipt of the files from Human Resources, the department shall reach one of the following recommendations regarding the applicants:
 - i. acceptance of request to transfer

- ii. rejection of request to transfer
- iii. consideration to include applicant in the pool along with all other applicants.

Each applicant shall be notified by the appropriate administrator

- d. The transfer request is preliminarily approved by both the department and the immediate supervisor for the department in which the position is available.
 - e. If the immediate supervisor does not accept the departmental recommendation, he/she will meet and notify the department of the reason or reasons.
 - f. The transfer request is forwarded for approval to the office of the relevant College/President Vice Chancellor North Centers.
 - g. A suitable replacement is found for the position being vacated by the applicant.
5. Any such transfer shall be considered permanent only upon the completion of each and every condition precedent stated above.
 6. The District reserves the right to open to outside applicants any subsequent full-time position resulting from the transfer.
 7. Any unit member accepted by another college or center will be permitted to make the transfer when a suitable replacement is found. Any such transfer shall be considered permanent.

B. Involuntary Transfer:

1. An involuntary transfer is initiated by the District, and shall not be done capriciously or as a punitive action.
2. Where the District finds it necessary to transfer an employee from one college to another, qualified volunteers will be sought. Where there are no qualified volunteers, the District will determine which qualified person is to be transferred.\
3. Transferees involuntarily transferred from one college to another to meet District needs shall be returned to the original college, upon request, to fill a vacancy which occurs for which the transferee is deemed qualified.
4. If a split assignment between campuses is made to a unit member and that split assignment requires the unit member to travel additional miles, the District will pay mileage for travel for the additional miles.

Section 9. USE OF FACILITIES:

Unit members may use District physical education facilities during regular work hours when the facilities are not in use for classes, athletic events, or authorized special events, provided the facility is open or an authorized District employee is available "to open and secure" the facility. Unit members will be required to abide by institutional rules in effect at each campus.

Section 10. ACADEMIC ATTIRE:

Academic attire required by the District for unit members to wear at the graduation ceremony shall be provided at District-expense. Academic attire includes cap, gown and hood.

Section 11. PERSONNEL RECORDS:

Materials in the personnel file of a unit member which may serve as a basis for affecting the status of his/her employment are to be made available for inspection by the person involved.

Every unit member shall have the right to inspect material in his/her personnel file at any time mutually convenient to the employee and the District. The unit member may be accompanied by a Federation representative, if desired, or a Federation representative may inspect such materials individually at the request of the unit member.

Any complaints made by any person directed toward a unit member deemed serious enough to become a matter of formal record, shall be promptly called to the unit member's attention, by copy, and the unit member given an opportunity to respond.

An employee is entitled to know the identity or source of all such complaints. (Any retaliatory action shall be deemed to be unprofessional conduct.)

The unit member shall acknowledge that such material has been read by affixing his/her signature and the date on the actual copy to be filed, with the understanding that his/her signature signified only that the material has been read and does not indicate agreement with its contents.

Any derogatory material and/or complaint shall not be placed in the unit member's personnel file prior to ten (10) working days from the date it was sent or served. The unit member may respond and have any written response attached to the material and/or complaint to be included in the personnel file.

The content of material in personnel files shall not be subject to Article XVI, Grievance and Arbitration Procedure of this Agreement.

During the ten (10) working day period, the content of material to be added to the personnel files shall be subject to the District Complaint Procedure. (Refer to District Board Policy and Administrative Regulations)

The official files for all personnel shall be housed and maintained at the District office, except that files containing official evaluations, job-performance related data, directives, complaints, and other personal communications will be located in the college president's office.

Materials being held out of a personnel file due to a grievance may be submitted as evidence in a punitive action. No other performance evaluation materials outside the personnel file may be used as evidence in a punitive action.

Personnel files for certificated personnel shall be maintained by the District Office.

The following material should be obtained for, and retained in, all certificated/academic personnel files located in the District Human Resources Office:

1. Initial employment records

Application

Official transcripts of academic records

Transcript evaluation form

Pre-employment confidential materials, including:

- a) Interview reports
- b) Placement office papers
- c) Letters of recommendation

Health verification documents

Verification of related work experience

Copies of credential documents

Certificated/academic employment recommendation form (P22)

Offer of employment letter

Original signed contracts and employment agreements

Leaves of absence approval documents

Copies of early retirement agreements

Sick leave transfer letters

Periodic evidence of chest x-ray or approved intradermal tuberculin test

Notices of employment

2. Salary schedule classification advancement information

Petition for advancement

Supportive documents

Action on petition

The following materials should be retained in certificated/academic personnel files located in the college president's office:

1. Evaluations and other correspondence related to job performance, including professional growth reports.

2. Directives and other personal communications.
3. Written complaints and commendations.
4. Employee response to written complaints.

For any of the preceding materials not contained within existing files, only those which are considered essential will be required to be added to these files.

ARTICLE XIV-A LEAVES WITH PAY

Section 1. SICK LEAVE PROVISIONS:

A. Sick Leave:

1. Sick leave for a unit member's illness or injury shall be granted for a maximum of ten (10) days annually to each unit member at the rate of one (1) day per calendar month of service computed on a contractual basis.
2. Earned sick leave which is not used may be accumulated indefinitely from one (1) year of service to the next and may be used as required during such subsequent years of service.
3. Credit for sick leave of absence need not be accrued prior to taking sick leave by the unit member, and such leave may be taken at any time during the fiscal year, not to exceed the balance of the unit member's sick leave entitlement through June 30 of that fiscal year.
4. Any unit member who is on paid status while on sick leave, sabbatical, or other paid leave shall continue to earn all leave benefits to which entitled if employed full time. A unit member who is on other leaves of absence without pay shall retain all accumulated sick leave benefits but shall not accrue any additional sick leave benefits during such periods of absence.

5. Where a unit member in a position requiring certification qualifications has exhausted his/her sick leave benefits and is absent from work because of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the unit member, the unit member shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of five (5) school months.
6. Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations provided in the Education Code.

It shall be the responsibility of the unit member to notify the Chancellor's Office, in writing, of the name and address of the district by which he/she was last employed and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

7. All sick leave rights or accumulations shall be canceled when a full-time unit member severs all official connection with the District as an employee, except that accumulated sick leave may be transferred to a subsequent employing district upon request pursuant to the provisions of the Education Code.
8. Any unit member shall have the right to utilize sick leave necessitated by pregnancy, miscarriage, childbirth, and recovery there from.
9. At the time a unit member begins his/her contracted employment for the academic year, he/she shall be provided with a current accounting of his/her accumulated sick leave.
10. Any unit member utilizing sick leave benefits under provisions of this Article shall provide the administration with a signed absence report (Form No. P-1), and, if absent five (5) or more consecutive duty days, shall provide the administration, upon return, with a statement from a physician verifying his/her fitness to return to duty. A member absent for more than five (5) duty days shall notify their immediate supervisor of his/her approximate return date.
11. Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this unit member were ill.
12. If a unit member has used more sick leave than has been earned or accrued, that deficit, in a dollar amount calculated from the equivalent daily rate for that member, shall be deducted from the final salary warrant due for the current year.

B. Sick Leave Bank:

1. The Sick Leave Bank program shall be administered by a District/Federation committee composed of five (5) members: three (3) appointed by the Federation, and two (2) appointed by the District.
2. The Sick Leave Bank program shall continue from year to year.
3. The parties agree that a Sick Leave Bank shall be established to assist unit members who suffer a long-term illness.
4. All unit members may voluntarily participate in the Sick Leave Bank program by:
 - a. Contributing one (1) day of sick leave during the first (1st) full month following the signing of this Agreement; or
 - b. Contributing one (1) day of sick leave during the first (1st) month of a unit member's employment; or
 - c. New participants may annually join the program during the month of September.
5. The District shall contribute one (1) sick leave day for each four (4) days of personal sick leave days contributed by participating unit members.
6. Whenever the Sick Leave Bank becomes depleted, each participating unit member will be taxed a maximum of one (1) additional day per year from his/her accumulated sick leave bank to restock the bank. Sick leave days placed in the bank by participating unit members:
 - a. May not subsequently be withdrawn from the bank excepting as they are used for sick leave purposes as defined herein;
 - b. May not be transferred to another district should that unit member obtain employment elsewhere;
 - c. May only be used by participating unit members currently employed by the District;
 - d. May not be withdrawn at the time of retirement.
7. A unit member may withdraw from participation in the Sick Leave Bank program at any time by notifying the committee of such withdrawal; however, any days contributed previously may not be withdrawn.

8. Eligibility to use Sick Leave Bank days requires that a participating unit member must have:
 - a. Exhausted his/her personal sick leave days;
 - b. Been absent without full pay for five (5) additional consecutive work days.
9. On a one-half (1/2) pay basis only, the Sick Leave Bank may be drawn upon to supplement the fifty percent (50%) pay provision of the District's one hundred (100) day additional sick leave during the time a unit member is eligible for that provision coverage.
10. There shall be a maximum number of forty (40) withdrawal days per participating unit member per year.
11. A participating unit member using Sick Leave Bank days shall not have to replace those days except as a regular contributing member to the bank.

Section 2. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE:

- A. For accidents or illnesses which are job-incurred, unit members shall be provided leave benefits under the following provisions:
 1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.
 2. Allowable leave shall not be accumulated from year to year.
 3. Industrial accident or illness leave shall commence on the first (1st) day of absence.
 4. When a certificated unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary.

The phrase, "full salary," as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.
6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled only to the amount of unused industrial accident or illness leave due him/her for the same illness or injury.
7. Termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

(See Sick Leave, Article XIV-A, Section 1).

8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary, and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually covered by such salary warrants.
9. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California, unless the Board of Trustees authorizes travel outside the state.
10. When all available leaves of absence have been exhausted and the unit member is not medically able to return to all the duties of his/her prior assignment, the District shall provide first (1st) priority in assigning such a person into classes where his/her disability, at the discretion of the District, does not hinder the performance of the duties required of him/her if he/she is otherwise qualified.

Section 3. BEREAVEMENT LEAVE:

- A. Unit members may be granted, without loss of salary, or other benefits, leave of absence not to exceed three (3) working days (five (5) working days if out-of-state travel is required) per occurrence on account of the death of any member of the unit member's immediate family. Bereavement leave may be extended through the use of "personal emergency leave," Article XIV-A, Section 6.

- B. "Member of the immediate family," as used in this section, means the mother, father, grandmother, grandfather, or grandchild of the unit member or of the unit member's spouse or domestic partner, and the spouse, or domestic partner's son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or step-mother, step-father, step-daughter or step-son.
- C. An extension of bereavement leave may be requested by the unit member, but such extension shall be without salary for the period of time covered by the extension.
- D. A bereavement leave of one (1) day per occurrence may be granted, without loss of salary, on account of the death of any close friend or colleague not included as a "member of the immediate family" where the unit member has responsibility for carrying out personal business and funeral arrangements attendant to the death.
- E. Bereavement leave may be granted, without loss of salary for the time necessary to attend the funeral of a district colleague conditioned upon the following:
 - 1. The unit member receives written permission from the Vice President of Instruction or designee;
 - 2. The unit member's absence does not result in the unit member being unavailable to teach any assigned class unless such unavailability is made unavoidable by the date and time scheduled for the funeral;
 - 3. Written application shall be made to the Vice President of Instruction or his/her designee NOT later than two (2) working days in advance of the date and time for leave unless special circumstances necessitate a later application.

Section 4. QUARANTINE:

All unit members are entitled to receive full salaries when quarantined by the County Health Officer because of another's illness. Such quarantine must be verified by the County Health Officer.

Section 5. JURY DUTY LEAVE:

- A. When regularly called for jury duty in the manner provided by law, a unit member shall be granted a leave of absence without loss of pay for the time he/she is required to perform jury duty during the unit member's regularly assigned working hours.
- B. Requests for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the unit member's immediate supervisor and to the District payroll office through regular administrative channels.

- C. Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the unit member.
- D. A unit member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- E. Unit members are required to return to work during any day in which jury duty services are not required.
- F. The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.

Section 6. PERSONAL EMERGENCY LEAVE:

- A. A unit member may be granted a maximum of six (6) days leave of absence in any college year, at his/her election, without loss of pay, in cases of personal emergency. Such leave shall be deducted from the unit member's accumulated sick leave.
- B. Personal emergencies include serious illness or death of a member of his/her immediate family; an accident involving his/her person or property or the person or property of a member of his/her immediate family; appearance in court as a litigant or as a witness under an official order.
- C. "Immediate family" will be interpreted to mean the mother, father, grandmother, grandfather, or grandchild of the unit member or of the spouse of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, or any relative living in the immediate household of the unit member, or step-mother, step-father, step-daughter, or step-son.
- D. Two (2) of the six (6) days may be granted for any reason deemed appropriate by the member and with prior approval of the supervisor, and in no case will there be more than two (2) employees off at any one time in any work unit under this paragraph.
- E. Verification of personal emergency leave shall be made on the form approved by the District and signed by the unit member.

Section 7. SABBATICAL LEAVE:

- A. Sabbatical leaves shall be granted to unit members, under provisions of the Education Code, for the purpose of carrying out an approved program which will enable the unit member to provide improved service to the District and its students. Consideration will be given to programs which involve an appropriate program of organized study, research, or travel.

B. Sabbatical leave application, processing, approval, and compensation for unit members for fiscal year 2006-07 and thereafter shall be in accordance with the following provisions:

1. Faculty members may apply for a sabbatical leave during their sixth consecutive year of full-time service, or during their sixth consecutive year of full-time service following a sabbatical leave, such that the faculty member will have completed six consecutive years of full-time service by the beginning of his or her sabbatical leave. After completing a sabbatical leave, a unit member is not again eligible to apply for such leave until he/she has served on a full-time basis for at least six (6) additional consecutive years. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for sabbatical eligibility.
2. The District shall allocate funds in the District budget for financing of sabbatical leaves for up to a maximum of twelve (12) of the eligible unit members. Apportionment of sabbatical leaves between the District colleges shall be as follows: the number of leaves assigned to Fresno City College and Reedley College-North Centers shall be based upon the ratio of full-time faculty members at Fresno City College and at Reedley-North Centers to the total of all faculty employed by the State Center Community College District.
3. If an insufficient number of candidates apply, or if an insufficient number of applications are recommended by the Committee for Sabbatical Leave as having met the written criteria for sabbatical leave consideration, the application period will be extended for an additional three (3) weeks. All faculty shall be notified of the extension and reasons for such. If, after the extension an insufficient number still fails to meet the minimum written qualifications, the President may recommend fewer leaves than that number allocated to the college.
4. Leaves granted will be distributed among the various divisions of a college so as not to impair the instructional program.
5. The unit member applying for a sabbatical leave will agree to serve the District for at least two (2) years immediately following completion of the leave. The unit member is expected to complete his or her sabbatical leave as indicated in his or her approved sabbatical leave proposal.
6. Each unit member applying for sabbatical leave shall submit a formal application (Form No.P-21) to the appropriate Committee for Sabbatical Leaves prior to November 1 of the academic year preceding the academic year of the proposed leave. The committee at each college shall consist of the Vice President of Instruction, acting as chairperson, the division dean or comparable positions, and an equal number of faculty members appointed by the President of the Academic Senate.

The Vice President of Student Services will serve as an ex-officio member when considering applications from the counseling student services staff.

The committee at each institution shall provide the college president with a recommended rank order of leave applications which shall be submitted to the Chancellor, along with the president's recommendations, if any, for subsequent presentation to the Board of Trustees.

Applications submitted after the deadline date will be given consideration when accompanied by valid reasons. Valid reasons normally will be limited to government, professional, or academic programs which materialize after the deadline date.

7. Within one (1) semester after return to duty, a unit member who has completed a sabbatical leave will submit to the Committee for Sabbatical Leaves and for distribution among faculty a written report covering the period of the sabbatical. When applicable, a transcript or other evidence of completion of the planned program will accompany this report. A copy of each sabbatical leave report, together with the committee's evaluation, shall be forwarded through the college president's office to the District Chancellor not later than one (1) semester after return to duty.

If the Committee's evaluation reflects that the sabbatical leave report is unacceptable and/or the terms and conditions of the sabbatical were not fully met, the unit member has one additional semester to rectify the problem. If the evaluation remains "unacceptable" at the conclusion of the semester, the District has the right to reclaim through automatic payroll deduction from the unit member that percentage of the sabbatical stipend that in the Committee's viewpoint reflects the unit member's degree of incompleteness.

8. Compensation while on sabbatical leave will be computed in accordance with the salary schedule in effect during the period of leave and will be paid in equal monthly payments. A sabbatical leave will be counted as service and experience on the salary schedule.
9. Sabbatical leaves may be granted as follows:
 - a. One (1) semester at one hundred percent (100%) of full salary, or
 - b. One (1) full academic year at sixty-five percent (65%) of full salary, or
 - c. Two (2) semesters within three (3) academic years at sixty-five percent (65%) of full salary. If the option of two (2) semesters within three (3) academic years is elected, the service between semesters will be credited toward a subsequent sabbatical.

10. Unit members on a full-year sabbatical may work for outside employers (or themselves) and receive remuneration, so long as the combined income from the District's 65% salary payment and the outside remuneration does not exceed 100% of what the unit member would receive on the regular faculty salary schedule. Any excess amounts shall adjust the District's 65% salary payment downward to maintain the 100% salary figure. Outside income that a unit member previously and regularly received during a school year is not affected by the provisions of this section, which apply only to additional employment that a unit member secures during the sabbatical year. Income that a unit member may receive from an employer as a part of his or her sabbatical leave also is not affected by the provisions of this section. Unit members, on a one-semester leave, upon approval may work for outside employers and receive remuneration if the income was previously and regularly received during the prior two school years. Additional employment must receive prior approval from the Sabbatical Leave Committee.
11. Time on sabbatical leave will count towards retirement. The District shall pay retirement benefits and fringe benefits for the unit member on leave. District paid health and welfare benefits shall end if the employee receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.

Section 8. GRANT LEAVE:

- A. A grant leave is a leave to permit a regular faculty member to accept a grant to teach, lecture, or do research for a public or private institution or a city, county, state, federal, or foreign government. Such service should result in the employee's rendering more effective service to the District upon return.
- B. Leave may be granted for a maximum of one (1) year.
- C. District may compensate unit member on leave by paying the difference between the amount of the grant and the unit member's regular salary.
- D. District shall pay retirement benefits and fringe benefits for the unit member on leave. District paid health and welfare benefits shall end if the employee receives reasonably comparable health and welfare benefits (including dependent coverage) from any other employer.
- E. All unit members who have satisfactorily completed six (6) consecutive years of full-time service in this District will be eligible to apply for a grant leave. A leave for health, maternity, military service, or professional improvement, while not constituting a break in continuity of service, will not count as one of the six (6) years required for grant leave eligibility.
- F. The unit member applying for a grant leave will agree to serve the District for at least twice the time approved for the grant leave immediately following completion of the leave.

G. Eligibility:

1. The unit member shall submit to the college president a request for Grant Leave;
2. The request shall be submitted at least one (1) semester prior to the semester in which the leave is granted;
3. The college president shall consider the Grant Leave request on the basis of enhancing the unit member's professional growth;
4. The District contributions toward the unit member's regular salary shall not exceed twenty (20) percent;
5. Unit members on Grant Leave shall not exceed three (3) at Fresno City College and one (1) at Reedley College;
6. The president shall forward the Grant Leave request to the Board of Trustees with a recommendation.

ARTICLE XIV-B
LEAVES WITHOUT PAY

Section 1. PERSONAL BUSINESS LEAVE:

- A. The college president, upon request and with prior approval, may grant an absence for personal business leave to a unit member.
- B. Absences for personal business leave shall be without pay unless the unit member elects to have such days of absence deducted from his/her accumulated sick leave. In the event the unit member elects to have the absence deducted from sick leave, he/she may do so up to a maximum of two (2) accumulated sick leave days per college year for reasons of personal business.

Section 2. PROFESSIONAL IMPROVEMENT LEAVE:

- A. Any unit member, after two (2) years of successful service to the District, may, upon request and approval, be granted a leave of absence for up to one (1) year. Upon application, one (1) additional year of professional improvement leave may be granted, subject to determination of benefit to the District and Board approval.

- B. The unit member, upon returning from leave, shall be placed on the step of the salary schedule that he/she would have attained had he/she been continuously employed by the District during such absence.
- C. There shall be no loss of seniority, tenure, break in service, or other rights available under law because of such leave of absence.
- D. Requests for professional improvement leave shall be submitted no later than the beginning of the semester preceding the semester of requested leave.
- E. A professional improvement leave of less than one (1) year may be granted, but not less than one (1) full semester.
- F. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on professional improvement leave.

Section 3. PUBLIC OFFICE LEAVE:

- A. Any unit member elected to public office shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the unit member.
- B. The unit member must resume his/her full duties within six (6) months after his/her term of office expires.
- C. Compensation for part-time service by a unit member on public office leave shall be on a pro rata basis of the unit member's full-time salary.
- D. The period of time away on public office leave shall be counted as years of experience toward total years of service.
- E. Unless otherwise agreed to, a unit member, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.
- F. A person employed to take the place of a unit member who has been granted a public office leave shall not have any right to such position following the return of such unit member upon expiration of his/her term of office.
- G. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on professional improvement leave.

Section 4. HEALTH LEAVE:

- A. Any unit member may, with approval of the President or Vice Chancellor North Centers and at the discretion of the Board, be granted a leave of absence for health reasons for a period of time not to exceed one (1) year. Such leave shall be without pay and retirement benefits.
- B. Certification of the need, or proof of illness, for such leave, acceptable to the District, must be provided by the unit member or a physician.
- C. Any such leave shall not be counted as experience on the salary schedule, nor shall it be counted in determining other benefits such as sick leave or sabbatical leave eligibility.
- D. Any such leave granted, however, shall not count as a break in continuity of service to the District.
- E. The District agrees to pay the District insurance contribution when a unit member is on a health leave.

Section 5. PERSONAL AND PARENTAL LEAVE:

- A. Any unit member may with approval of the President or Vice Chancellor North Centers be granted a leave for a specific reason deemed appropriate including leave to care for a child, at the convenience of the District.
- B. Any such leave granted shall be without pay or other benefits granted unit members. Any personal health or life insurance carried by the unit member through the District may, with the carrier's approval, be continued at the expense of the unit member on personal leave.
- C. Any such leave requires Board approval prior to taking such leave.
- D. There shall be no loss of seniority, tenure, or other rights available under law because of such leave.

**ARTICLE XIV-C
OTHER LEAVE**

Section 1. MILITARY LEAVE:

Unit members shall be granted military leave in accordance with the provisions of the State of California Education Code and of the Military and Veterans Code.

ARTICLE XV **INSURANCE PROGRAMS**

Section 1. HEALTH INSURANCE:

- A. The District shall provide health plan insurance coverage for eligible unit members and their dependents, conditioned upon the provisions of this Article, including but not limited to the District contribution as set forth in Section C of this Article.
- B. Health plan insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.
- C. District Contribution

Effective October 1, 2010-2011 the District contribution shall be an amount not to exceed a maximum monthly contribution of \$1,029.00 per month per employee.

- D. Any health insurance plan(s) offered to unit members shall first be mutually agreed to by the District and the Federation.

The unit member will pay the difference between the District contribution and the cost of any premium in excess of the District contribution for any selected health plan.

Section 2. DENTAL INSURANCE:

- A. The District shall provide a dental care insurance program for eligible unit members and their dependents.
- B. The District shall provide a dental program for the year 2010-2011, with benefits equal to the dental care insurance plan in effect during fiscal year 1997-98, a PPO network with non-participating dentists compensated at 100% of usual and customary rates (UCR) as established by the most current National Dental Advisory Fee Survey. In the year 2010-2011 the District will contribute a premium amount equivalent to the premium cost of the CVDP dental PPO network plan.
- C. Dental care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 3. VISION INSURANCE:

- A. The District shall provide a vision care insurance program for eligible unit members and their dependents.

- B. Assuming insurance carrier availability, the program shall be equal to the vision care insurance plan in effect during fiscal year 1977-78.
- C. Vision care insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 4. SALARY PROTECTION INSURANCE: (Long Term Disability)

- A. The District shall provide a salary protection program for eligible unit members.

Bargaining unit members employed after June 5, 1984:

Eligibility

After the first year eligible up to three (3) years
After the second year eligible up to four (4) years
After the third year eligible up to five (5) years
After the fourth year eligible up to six (6) years
After the fifth year eligible up to seven (7) years
Beginning with sixth year eligible up to age sixty-five (65)

- B. Assuming insurance carrier availability, the program shall be equal to the salary protection plan in effect during the fiscal year 1977-78.
- C. Salary protection coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions except as otherwise provided.
- D. The salary protection plan (long term disability plan) shall be amended as provided in an amended plan document on file with the District administration, which shall eliminate the monthly maximum limit of \$1,500.00. The benefit shall now state:

Should you be disabled, you will receive 66 2/3% of your monthly "salary" commencing on the 101st day of your disability or the end of any period for which you are receiving sick leave pay, if that is later than 100 days.

Section 5. LIFE INSURANCE:

- A. The District shall provide a level term life insurance program for eligible unit members and their dependents: \$50,000 level term plus \$5,000.00 dependent coverage. This benefit shall become effective not later than July 1, 1995.

- B. Level term life insurance coverage shall remain in effect during approved leaves, providing unit members pay, in accordance with insurance carrier requirements, District and unit member premium contributions, except as otherwise provided.

Section 6. INSURANCE PREMIUMS:

The District shall pay one hundred percent (100%) of the premium for coverage listed in Section 2, 3, 4, and 5, except for dental insurance and as otherwise stated herein.

Section 7. RETIREE HEALTH INSURANCE:

The Retiree Health Insurance provisions shall be effective for faculty members who retire during the term of the Agreement. At the time of separation and retirement from the College District, unit members who qualify shall make an election of either OPTION 1 or OPTION 2 as set forth below.

OPTION 1:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of two thousand, four hundred dollars (\$2,400.00) per year conditioned upon the following:
1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement.
 4. The unit member is receiving his/her regular retirement allowance from STRS;
 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility.
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60).
 7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.
- B. For bargaining unit members who retire and have served the District for a minimum of fifteen (15) consecutive years immediately prior to retiring, the District shall contribute a maximum of up to two thousand two hundred twenty-eight dollars and eighty-eight cents (\$2,228.88) per year toward the health insurance supplement to Medicare, or the cost of the health

insurance supplement to Medicare, whichever is less, for the life of the employee and his/her spouse, as conditioned below. The maximum District contribution in effect on July 1, 2006, shall be increased annually by two percent (2%) effective September 1, 2006. The unit member shall be eligible to receive said District contributions toward the designated retiree health care supplement as mutually determined by the parties, conditioned upon the following:

1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The retired individual shall have attained his/her age of Medicare eligibility;
 3. The unit member is receiving his/her regular retirement allowance from STRS.
 4. Coverage will continue for life of member or surviving spouse;
 5. Spousal coverage is limited to legal spouse on date of retirement;
 6. Contribution toward surviving spouse's supplement shall terminate should spouse remarry.
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

OPTION 2:

- A. For unit members retiring early (prior to age of Medicare eligibility), and who wish to continue coverage under the District's health insurance program, the District will contribute a maximum of seventy (70%) percent of the District's contribution to the premium of the health insurance program following:
 1. The unit member shall have retired after ratification/approval of this Collective Bargaining Agreement by both parties;
 2. The unit member has attained his/her fifty-fifth (55th) birthday;
 3. The unit member shall have served the District for a minimum of (10) consecutive years immediately preceding retirement
 4. The unit member is receiving his/her regular retirement allowance for STRS
 5. This benefit terminates on the date the unit member reaches age of Medicare eligibility;
 6. Upon death of retiree, surviving spouse shall not be eligible for benefit contribution until he/she reaches age sixty (60);

7. Surviving spouse's benefit terminates on the date surviving spouse reaches age of Medicare eligibility.
- B. Unit members who elect OPTION 2 which provides an enhanced pre-Medicare eligibility age contribution toward health coverage, are not eligible for a District contribution toward the health insurance supplement to Medicare. (Option 1B)
- C. If a retiree or covered spouse drops the plan for any reason, he/she is not eligible for re-enrollment.

Section 8: IRC SECTION 125 PLAN:

An IRC section 125 Plan shall be implemented in accordance with Governmental rules and regulations for full-time faculty for premium conversion, medical reimbursement, and dependent care made available by the College District. The Federation agrees to defend, indemnify, and hold harmless the District, its officers, agents, and employees from any claims, demands, damages, or other liability, including costs and attorney's fees arising out of this section or the administration or implementation thereof. Upon valid service of a summons and complaint or of a claim under the Government Tort Claims Act, the District agrees to notify the Federation thereof and to cooperate as reasonably necessary for the defense or settlement of such action.

ARTICLE XVI **GRIEVANCE PROCEDURE**

Section 1. PURPOSE:

To provide an orderly procedure for reviewing and resolving grievances promptly.

Section 2. DEFINITIONS:

- A. **Grievance**: A formal written allegation by a grievant that there has been a violation, misapplication, or misinterpretation of any provision of this Agreement.

Actions to challenge or change the policies of the District as set forth in the policies, rules, and regulations, or administrative regulations and procedures not included within this contract must be undertaken under District policy rather than this Grievance Procedure.

- B. A "grievant" may be any unit member covered by the terms of this Agreement.
- C. A "day" (for the purposes of this grievance policy) is any day on which the central administrative office of the State Center Community College District is open for business.

- D. The "immediate supervisor" is the first (1st) administrator having immediate jurisdiction over the grievant--not within the same bargaining unit as the grievant.

Section 3. TIME LIMITS:

- A. A grievant who fails to comply with the established time limits at any step shall forfeit all rights to further application of this Grievance Procedure relative to the grievance in question.
- B. Failure of the District to respond within established time limits to any step entitles the grievant to proceed to the next step.
- C. Time limits and steps may be waived by mutual written consent of the parties.

Section 4. OTHER PROVISIONS:

- A. Unit Member Legal Rights: Nothing contained herein shall deny to any unit member his/her rights under state or federal constitution laws.
- B. Any grievance which arose prior to the effective date of this Agreement shall not be processed under this procedure.
- C. Unit members may be represented by the campus grievance chairperson or his/her designee at any conference or at any level.
- D. Informal Discussion--Oral: Within thirty (30) days of the time a unit member knew or reasonably should have known of an alleged grievance, the unit member, either directly or accompanied by the Federation's "grievance chairperson", or designee, shall orally discuss with his/her immediate supervisor during non-teaching hours the alleged grievance. Within five (5) days, the immediate supervisor shall give his/her oral response.

Section 5. FORMAL LEVEL:

- A. Level I:
 1. Within five (5) work days of the oral response, if the grievance is not resolved, it shall be stated in writing on the "Statement of Grievance" form as provided by the District (and shown as Exhibit "C" of this Agreement), signed by the grievant, and presented to his/her supervisor or designee at the dean level or above.
 2. The supervisor or designee shall communicate his/her decision to the unit member in writing within five (5) days after receiving the grievance.
 3. Within the above time limits, either the grievant or the immediate supervisor or designee may request a personal conference with the other party.

B. Level II:

1. In the event the grievant is not satisfied with the decision at Level I, he/she may appeal the decision on the appropriate form to the college president, or his/her designee, within five (5) days.
2. This statement shall include a copy of the original grievance and a written copy of the decision rendered by the unit member's supervisor or designee.
3. The college president, or his/her designee, shall communicate the decision to the grievant in writing within seven (7) days of receiving the appeal. Either the grievant or the college president, or his/her designee, may request a personal conference within the above time limits.

C. Level III:

1. If the grievant is not satisfied with the decision at Level II, he/she may, within five (5) days, appeal the decision on the appropriate form to the Chancellor or his/her designee.
2. This statement shall include copies of the original grievance and appeal and written copies of the decisions rendered.
3. The Chancellor, or his/her designee, shall communicate his/her decision in writing to the grievant within fifteen (15) days.

D. Level IV--Arbitration:

1. Within fifteen (15) work days after receipt of the decision of the Chancellor, the Federation may, upon written notice to the Associate Vice Chancellor, Human Resources, submit the grievance to arbitration under and in accordance with the prevailing rules of the American Arbitration Association.
 - a) Only the Federation (exclusive representative) may demand arbitration.
2. Powers of the Arbitrator: It shall be the function of the arbitrator and he/she is empowered, except as his/her powers are herein limited, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement and to determine the arbitrability of any grievance where arbitrability is questioned by either party.
3. The arbitrator shall have no power to:
 - a. Add to, subtract from, disregard, alter, or modify any of the terms of this Agreement;

- b. Establish, alter, or modify any salary structure;
 - c. Rule on any of the following:
 - i. Termination of services of, or failure to reemploy, any first- or second-contract unit member;
 - ii. Any matter involving any unit member's evaluation, except procedural matters;
 - d. All fees and expenses of the arbitrator shall be shared equally by the Board and the Federation. Other expenses shall be borne by the party incurring them. Neither party shall be responsible for the expense of non-employee witnesses called by the other.
4. The decision of the arbitrator shall be final and binding on all parties.

ARTICLE XVII **COMPENSATION**

Section 1. SALARY:

2010-2011

The salary schedule which was in effect during the 2009-10 school year shall remain in effect for the 2010-2011 school year.

Section 2. SALARY DISPUTE:

Any dispute pertaining to the salary provisions contained herein for the 2007-08 and 2008-09 school years is subject to the Grievance Procedure of this Agreement except, however, that only the Federation may bring a grievance concerning such implementation and any such grievance must be filed within ten (10) days of notice from the District of any proposed implementation of these provisions. The District will notify the Federation concerning its calculations pursuant to the salary provisions contained herein. Such notification shall be in writing. If the Federation disagrees with the calculations, it shall notify the District within ten (10) days. Such notice of the disagreement shall include calculations prepared by the Federation. The District may implement its proposed calculations, the proposed calculations from the Federation, or attempt to resolve the disagreement. If the matter cannot be satisfactorily implemented or resolved by mutual agreement, the parties shall agree to reopen negotiations regarding salaries, at which time these salary formula provisions shall be of no force or effect.

Section 3. COACHING STIPENDS:

For Coaching Stipends refer to Exhibit C.

Section 4: MFA DEGREE:

SALARY SCHEDULE "A" shall include the statement: A Master of Fine Arts (MFA) degree shall be compensated with a stipend equal to doctoral degree if a committee composed of two faculty and two management employees, all with doctoral degrees, determine the MFA is the terminal degree in an area of study equivalent to a doctorate degree and the MFA is awarded from an institution accredited at the time the degree was granted.

Section 5. PART-TIME (ADJUNCT) TEACHING CREDIT FOR INITIAL PLACEMENT ON THE SALARY SCHEDULE:

Effective July 1, 2004, initial placement on the salary schedule shall include part-time (adjunct) teaching credit (to include librarians, counselors, coordinators, colleges nurses, vocation training center and tutorial instructors) at any post-secondary institutions which are accredited by the appropriate regional accreditation agency at the time the teaching experience occurs, and must be verified by official documentation.

For each accumulated amount of thirty (30) lecture hour equivalents (LHE), one (1) year of placement shall be credited on the initial placement of the salary schedule up to a maximum of four (4) years. In no event shall placement exceed step 6 when part-time teaching experience is combined with full-time teaching experience. Example: A part-time faculty member who has taught 3.3 semesters at 9 LHE would be initially placed at Step 2.

Section 6. TRAVEL OFF CAMPUS/MILEAGE:

Travel compensation for teaching off-campus classes is based upon the principle that all unit members report to campus duty at their own expense. Additional travel required to perform a District assignment is at District expense. Computation of the amount of travel compensation will be based upon the number of additional miles an off-campus assignment causes to be traveled over the miles traveled to teach on campus. Mileage compensation shall be at the rate per mile as established by the Internal Revenue Service (IRS) as the standard business deduction. The mileage rate shall become effective upon notification by the Chancellor. This provision does not apply to classes taught on overload.

Section 7. DIRECT DEPOSIT:

The District shall, as soon as is practicable, implement electronic transfer of payroll to unit members' personal bank or trust account unless the unit member otherwise declines the electronic transfer by filing an appropriate written notice with the District Business Office.

Section 8. SALARY CLASSIFICATIONS:

A. CLASS 1

1. Bachelor's degree with a General Secondary or other valid credential granted prior to 1971 authorizing service in grades 13 and 14, OR
2. Full-time valid vocational teaching credential granted prior to 1971 (e.g., two (2) year renewal Standard Designated Subjects Credential requiring three (3) years appropriate occupational experience) and no degree, OR
3. Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress], OR
- 4.* Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a bachelor's degree plus master's degree in progress], OR
5. Community College Instructor (or Health Services) Partial Fulfillment Credential [requiring a high school diploma plus six (6) years appropriate occupational experience and no additional college units], OR
6. Community College Limited Service, or Special Limited Service, or Provisional Credential, OR
7. Certificate of Qualification for Teaching Classes for Adults, OR
8. Bachelor's degree in a subject area normally taught at the community college level, OR
- 9.* Associate degree plus six (6) years appropriate occupational experience.

B. CLASS II

1. Master's degree, OR
2. Bachelor's degree plus forty-five (45) units subsequent to date of bachelor's degree and Community College Instructor or other appropriate fulfilled credential, OR
3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years appropriate

- occupational experience] and an associate degree, or sixty (60) units, OR
4. Full-time valid vocational teaching credential granted prior to 1971 [e.g., five (5) year renewal Vocational Class A Credential requiring three (3) years appropriate occupational experience, successful completion of a competency examination, and twenty-eight (28) college semester units], OR
 - 5.* Community College Instructor or other appropriate fulfilled Credential [requiring an associate degree plus 6 units or sixty-six (66) units and 12 semester units of teacher training course work and four (4) years appropriate occupational experience], OR
 - 6.* Community College Instructor or other appropriate fulfilled credential [requiring a high school diploma plus 24 college semester units including 12 units of teacher training course work and six (6) years appropriate occupational experience], OR
 - 7.* Community College Instructor Partial Fulfillment Credential or any other appropriate Partial Fulfillment Credential [requiring a bachelor's degree and two years appropriate occupational experience].
 - 8.* Bachelor's degree plus two (2) years appropriate occupational experience.

C. CLASS III

1. Master's degree plus thirty (30) units subsequent to date of master's degree, OR
2. Master's degree and sixty (60) units subsequent to date of bachelor's degree, OR
3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses], and a bachelor's degree, OR
4. Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which 21 are in California, twenty-eight (28) units of professional college courses], plus thirty (30) units subsequent to completion of the credential requirements.
- 5.* Community College Instructor or other appropriate fulfilled credential [requiring bachelor's degree and two (2) years appropriate occupational experience].
- 6.* Master's degree and two (2) years appropriate occupational experience.
- 7.* Bachelor's degree and four (4) years appropriate occupational experience.

D. CLASS IV

1. Master's degree and forty-five (45) units subsequent to date of master's degree, OR
2. Master's degree and seventy-five (75) units subsequent to date of bachelor's degree, OR
3. Full-time valid vocational teaching credential granted prior to 1971 [e.g., Life Standard Designated Subjects Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) units of professional college counsel], and a master's degree, OR
4. Full-time valid life vocational credential granted prior to 1971 [e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses], plus forty-five (45) units subsequent to completion of the credential requirements, OR
- 5.* Community College Instructor Credential plus a master's degree and two (2) years appropriate occupational experience.
- 6.* Master's degree and four (4) years appropriate occupational experience.

E. CLASS V

1. Earned doctorate's degree, OR
2. Master's degree and sixty (60) units subsequent to date of master's degree, OR
3. Master's degree and ninety (90) units subsequent to date of bachelor's degree, OR
4. Full-time valid vocational teaching credential granted prior to 1971 (e.g., Life Standard Designated Subjects of five (5) year renewal Vocational Class A Credential requiring three (3) years experience as a journeyman, successful completion of a competence examination, twenty-two (22) or twenty-eight (28) units of professional college courses), and a master's degree plus thirty (30) units subsequent to date of master's degree, OR
5. Full-time valid life vocational credential granted prior to 1971 (e.g., Life Vocational Class A Credential requiring forty-eight (48) months teaching experience of which twenty-one (21) are in California, and twenty-eight (28) units of professional college courses), plus sixty (60) units subsequent to completion of credential requirements, OR
- 6.* Community College Instructor or other appropriate credential with a master's degree,

including sixty (60) units earned subsequent to the date of the bachelor's degree, and two (2) years occupational experience.

- 7.* Master's degree, including sixty (60) units subsequent to date of bachelors and four (4) years of occupational experience.

*Applies only to vocational education assignments.

ARTICLE XVIII **RETIREMENT AND RETIREES**

Section 1. EARLY RETIREMENT:

Unit members may elect to retire before the mandatory retirement age pursuant to the provisions of the State Teacher's Retirement Law and upon such early retirement the unit member's service with the District shall be considered terminated due to his/her taking early retirement.

Section 2. RETIREMENT CONTRIBUTION:

Unit members are required to contribute to the California State Teacher's Retirement System as provided by State Teacher's Retirement Law. The District will contribute such sums to the State Teacher's Retirement System as is required by law.

Section 3. EARLY RETIREMENT PROGRAM:

A. Eligibility:

1. Applicants for this early retirement program must have a minimum of ten (10) consecutive years of service in the State Center Community College District in a position requiring certification. A year of service is defined as working seventy-five percent (75%) of the days required by the unit member's contract of employment, or on District-paid leaves.
2. Applicants shall be between fifty-five (55) and sixty-four (64) years of age.

B. Compensation:

Annual compensation for approved projects (see #4 below) shall range between five thousand dollars (\$5,000.00) and seven thousand five hundred dollars (\$7,500.00) depending upon the number of days involved, conditioned upon the following contract terms:

1. In order to be eligible for this early retirement program, the member must retire from the District and may not be employed in any position requiring contribution to the STRS.

2. Unit members contracted under this proposal shall be designated as consultants to the District. As consultants, they will be considered independent contractors. The District will not make contribution to OASDI.
3. Early retirement consultants shall be guaranteed annual renewable contracts for part-time service based upon the project or projects meeting a specific need of the District and providing the consultant's work is performed in a satisfactory manner as determined by management. Projects will be subject to annual review by the administration. Such contracts shall not be renewable after the fifth (5th) college year.
4. Under the terms of this plan, the early retirement consultant shall perform such services for the District as may be mutually agreed upon. Services to be provided by the retiree under contract will vary with the individual but shall be limited to the following:
 - a. Demonstration teaching;
 - b. Working on staff development and in-service programs;
 - c. Assisting in the testing program;
 - d. Compiling test data;
 - e. Orienting and providing aid to new teachers;
 - f. Updating courses of study;
 - g. Articulation with high schools and colleges;
 - h. Observation and evaluation of programs;
 - i. Work with business and industry;
 - j. Review and develop college, division, and department goals and objectives;
 - k. Conduct surveys of current and former students;
 - l. Activities in any area of curriculum, business, or student personnel.
5. The following formula shall be used to determine the number of days, to the nearest whole figure, to be performed by the consultant.

Maximum Class IV, Step 25 Figure

$$\frac{\text{(Not including doctorate)}}{\$7500} = \frac{177 \text{ Days}}{\text{x contract days}}$$

The actual dates of service will be determined on a mutually agreed-upon basis.

6. The early retirement consultant may choose to discontinue this program at the end of any contract year.
7. Application for this program shall be directed to the college president's office by January 1 of each college year. Late applications will not be considered. From those who apply, selection shall be made on the basis of available funds, and District need.
8. The project or projects proposed to be performed by an applicant must be mutually agreed upon by the applicant and the president of the college.
9. At the end of the contract, the consultant continues eligibility for retiree insurance benefits.
10. For purposes of this section, the school year shall be from August 1 to June 30.

Section 4. REDUCTION TO PART-TIME EMPLOYMENT STATUS PRIOR TO RETIREMENT:

- A. Reduced load contracts for unit members may be issued only when a reduced load contract immediately precedes retirement from the District and the unit member is in paid work status, performing services during the semester(s) of any reduced load contract, pursuant to the following conditions:
 1. The unit member shall have reached his/her 55th birthday prior to reduction in workload;
 2. The unit member shall have served in a position in the District as a member of the bargaining unit for at least ten (10) years of which the immediately preceding five (5) years were full-time employment;
 3. During the period immediately preceding a request for a reduction in workload, the employee shall have been employed full time in a position requiring membership in this system for a total of at least five years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full time service requirement prescribed by this section.
 4. The option of a reduced load contract shall be exercised at the request of the member and can be revoked only with the mutual consent of the District and the member.
 5. All reduced load contracts issued under this section must constitute at least a fifty percent (50%) assignment with corresponding pro rata pay on Salary Schedule "A."

The minimum number of duty days shall be equal to one-half (2) the number of individual unit members' contract duty days.

6. Unit members in the reduced load contract program shall be entitled to the same insurance benefits as though they were employed full-time. Time in service for purposes of determining step advancement on the salary schedule and sabbatical leave eligibility shall be as though they were employed fulltime, and sick leave shall be on a pro rata cumulative basis;
7. The period of the reduced load contract, shall not exceed five (5) years.
8. The member shall contribute to the State Teachers Retirement Fund the amount that would have been contributed had the member been employed full time.
9. The District shall contribute to the State Teachers Retirement Fund an amount based upon the salary that would have been paid to the unit member had the unit member been employed full time and at the rate specified by the Board.
10. The unit member must retire at the conclusion of the reduced load contract period.

Section 5. EARLY RETIREMENT INCENTIVE:

- A. Early Retirement Incentives Program for Full-time Certificated Bargaining Unit Members.
- B. The Early Retirement Incentive Program set forth below, is only available and applicable to bargaining unit members who are in full-time work status with the District. Persons on a reduced load contract, in accordance with Section 4 immediately above, shall not be eligible to participate in this program.
- C. Incentive stipends are to be paid in two equal installments. The first installment shall be paid shortly after separation. The second installment shall be paid in January of the tax year following retirement. To be eligible to receive the incentive stipend, the retiree must have applied for S.T.R.S. retirement and must begin receiving his/her S.T.R.S. retirement allowance immediately following retirement separation from the District.

<u>Age on effective date of retirement:</u>	<u>Incentive</u>	
age 56:	\$14,000	To be eligible for the stipend, faculty must notify the District Office of intent to retire by April 30 of the year before their final school year of teaching. Exceptions to the notification deadlines must be approved by the chancellor.
Age 57:	\$12,000	
Age 58:	\$10,000	
Age 59:	\$ 8,000	Faculty members must have 15 years with the District to be eligible.
Age 60:	\$ 6,000	
Age 61:	\$ 5,000	Age 62 and older-No incentive.

- D. Faculty members retiring under this Early Retirement Incentive Plan may teach up to a one-fifth teaching load during the year immediately following retirement (August through June or Spring/Fall). Salary shall be on an hourly basis calculated upon the unit member's Schedule A salary at time of retirement. The total hourly compensation under this incentive program shall not exceed twenty (20%) percent of the unit member's Schedule A salary paid at the time of retirement, and in no event shall it exceed the maximum earnings allowed by S.T.R.S. Counselors, nurses, librarians and tutorial staff may work up to a one-fifth load within their area of expertise. Subsequent assignments under this Early Retirement Incentive Program must be mutually agreed upon on an individual basis at the discretion of the college president.
- E. This Early Retirement Incentive Program for full-time certificated bargaining unit members shall be in effect for the term of this contract only, and shall expire at the end of the academic year on June 30, 2011, and shall thereafter not be considered a status quo by the parties.

ARTICLE XIX **INTELLECTUAL PROPERTY RIGHTS**

Section 1. PURPOSE:

The District and the Federation have a mutual interest in establishing an environment that fosters and encourages the creativity of individual unit members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by unit members.

Section 2. DEFINITIONS:

- A. “Works” means any material that is eligible for copyright protection under the laws of the United States including but not limited to books, articles, dramatic and musical

compositions, poetry, instructional materials (e.g. syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g. scientific, logical, opinion, or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreographic works and pictorial or graphic works fixed in any tangible medium or expression.

- B. "Copyright Rights" shall include all rights recognized under Section 106 of the Copyright Act of 1976, as amended.
- C. "Work for Hire" shall have the same meaning as provided under Section 101 of the Copyright Act of 1976 as amended:

- 1. A District-supported work prepared within the scope of employment.

"District-Supported Work" shall mean a work produced that is the result of the unit member's having received appreciable amounts of additional District support beyond that normally provided by the District in the performance of the member's assignment. District-supported work does not include works made in the course of the unit member's independent efforts.

- 2. A work specifically ordered or commissioned if the parties expressly agree in a written instrument signed by them that the work shall be considered a work for hire.

- D. "Independent Efforts" shall mean that the ideas for the work came from the unit member; the work was not made with appreciable amounts of additional district support beyond that normally provided by the district in the performance of the unit member's assignment; and the district is not responsible for the opinions expressed in the work by the author.
- E. "License" means permission to use a work. An exclusive license gives the copyright owner sole permission to claim the work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.

Section 3. COPYRIGHT:

A. Rights

- 1. Copyright rights of the unit members

The copyrights to works created by a unit member as independent efforts (as defined in Section 2.D) shall be owned by him/her, even if those works are created in connection with courses taught or other duties performed as unit members while they are employed by the District and in connection with their employment.

2. Copyright rights of the District

The District will own the copyright to any work created as a “work for hire” (Section 2.C) in accordance with the contractual definition. Any subsequent work created by the unit member as an independent effort that is related to the work for hire shall be the property of the unit member.

The unit member who created the “work for hire” (Section 2.C) shall have an option to acquire the work’s copyright by paying the District an amount of money agreed upon by the District and the unit member.

B. Non-exclusive license

Unit members in the performance of their normally assigned duties shall have a non-exclusive license to use works they created whose copyrights are owned by the District in the following ways: (1) to reproduce such works; (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Unit members may do these things themselves, but may not authorize them to be done by others unless they first obtain the written consent of the District.

C. Exclusive License

Unit members shall have exclusive license to works owned by them but may through their written permission, provide a non-exclusive license to the District or to other unit members to use the work in a manner prescribed in the written permission by the unit members who own the works.

If the work is considered a “Work for Hire,” the copyright shall be owned by the District and may be assigned or licensed by the District without the consent or permission of the unit member.

D. The District and the unit member may enter into any other arrangement regarding the exercise of copyright in such works as may be agreeable to both parties, including licensing, releasing, or assigning back to the employee the fully copyrights in said works. Such agreements shall be in writing. (See Exhibit D for sample “Agreement to Purchase District Copyright.”)

Section 4. RIGHTS OF DEPARTING UNIT MEMBERS:

If a departing instructor owns the copyright of a program that the District desires to continue, the District shall pay the departing instructor the market-value price for obtaining the non-exclusive right of usage for the program or an otherwise mutually agreed upon price.

Section 5. RECORDING OF COURSE SESSIONS:

By mutual agreement of the instructor and College President or designee, district education course sessions may be videotaped.

Section 6. RESPONSIBILITIES:

A. Registration of copyright

It shall be the responsibility of the party who owns the copyright to register that copyright with the United States Copyright Office.

B. Acquiring and paying for necessary rights from third parties

If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party who owns the copyright to that work. Unit members acknowledge that, in some cases, when the cost of acquiring those rights from third parties is paid by the District, this payment may constitute a “District-Supported Work,” thereby fixing the ownership of the copyright with the District.

C. Dispute resolution

Disputes between unit members and the District concerning this Article shall be resolved pursuant to the grievance procedures in Article XVI of this Agreement.

ARTICLE XX FACULTY SERVICE AREAS AND MINIMUM QUALIFICATIONS

Section 1. FACULTY SERVICE AREAS:

- A.** Faculty service areas and competency standards are applied only in cases of lay-offs within the District.
- B.** Faculty service areas will be the same as the disciplines as established by the State Academic Senate for the California Community Colleges.

Section 2. MINIMUM QUALIFICATIONS:

- A. Competency standards will be the same as the minimum qualifications for hiring as established in AB 1725 (Vasconcellos, 1988): Master's degree in a discipline or Bachelor's degree in a discipline and a Master's degree in a related discipline, or "equivalent" degrees/experience. Currently held credentials and/or other minimum qualifications as established in AB 1725 (Vasconcellos, 1988) shall be applicable for additional FSA(s) after initial hire only if the unit member has teaching experience in the FSA(s) (within five years of the lay-off notice date).
- B. The criterion for layoffs is by seniority: last in, first out. A unit member may request placement in as many different FSA's as are met by the standards in Article XX Section 2.A above. In the event of a lay-off(s), a unit member who receives a notice could then displace a less-senior unit member in any of those areas.

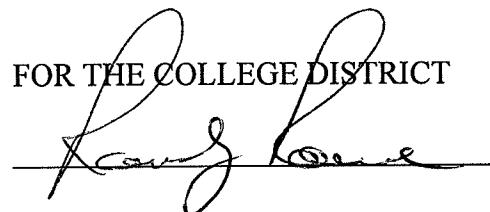
AGREEMENT

This Agreement made and entered into this 10th day of August, 2011, between the State Center Community College District and the State Center Federation of Teachers Local 1533, CFT/AFT, AFL-CIO, its successors and/or affiliates upon ratification as set forth in Article I of the Agreement and shall remain in full force and effect until the close of the workday of June 30, 2011.

This final settlement agreement concludes bargaining on all issues currently the subject of negotiations between the parties.

Signed and entered into this 10th day of August, 2011.

FOR THE COLLEGE DISTRICT



FOR THE EXCLUSIVE REPRESENTATIVE

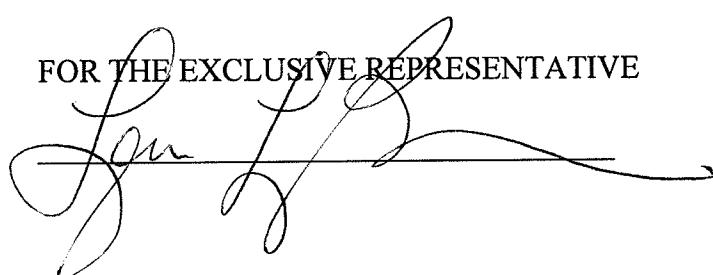


Exhibit A

SCCCD PERSONNEL

FACULTY SALARY SCHEDULE: A -- (YEARLY AMOUNTS)

Effective July 1, 2009

Range	I	II	III	IV	V
1	\$ 51, 992	\$ 55, 569	\$ 58, 674	\$ 61, 783	\$ 64, 882
2	\$ 54, 673	\$ 58, 256	\$ 61, 359	\$ 64, 463	\$ 67, 570
3	\$ 57, 358	\$ 60, 933	\$ 64, 040	\$ 67, 146	\$ 70, 252
4	\$ 60, 039	\$ 63, 622	\$ 66, 728	\$ 69, 829	\$ 72, 933
5	\$ 62, 724	\$ 66, 303	\$ 69, 410	\$ 72, 512	\$ 75, 617
6	\$ 65, 413	\$ 68, 990	\$ 72, 095	\$ 75, 203	\$ 78, 276
7	\$ 68, 093	\$ 71, 672	\$ 74, 773	\$ 77, 881	\$ 80, 987
8	\$ 70, 785	\$ 74, 356	\$ 77, 461	\$ 80, 567	\$ 83, 672
9	\$ 73, 463	\$ 77, 041	\$ 80, 144	\$ 83, 249	\$ 86, 359
10	\$ 76, 141	\$ 79, 719	\$ 82, 830	\$ 85, 938	\$ 89, 039
11	\$ 78, 831	\$ 82, 407	\$ 85, 511	\$ 88, 619	\$ 91, 720
12	\$ 78, 831	\$ 85, 085	\$ 88, 196	\$ 91, 301	\$ 94, 410
13	\$ 78, 831	\$ 85, 085	\$ 90, 880	\$ 93, 984	\$ 97, 087
14	\$ 78, 831	\$ 85, 085	\$ 90, 880	\$ 93, 984	\$ 97, 087
15	\$ 78, 831	\$ 85, 085	\$ 90, 880	\$ 93, 984	\$ 97, 087
16	\$ 78, 831	\$ 85, 085	\$ 90, 880	\$ 93, 984	\$ 97, 087
17	\$ 81, 514	\$ 87, 773	\$ 93, 564	\$ 96, 669	\$ 99, 775
18	\$ 81, 514	\$ 87, 773	\$ 93, 564	\$ 96, 669	\$ 99, 775
19	\$ 81, 514	\$ 87, 773	\$ 93, 564	\$ 96, 669	\$ 99, 775
20	\$ 81, 514	\$ 87, 773	\$ 93, 564	\$ 96, 669	\$ 99, 775
21	\$ 84, 199	\$ 90, 462	\$ 96, 247	\$ 99, 347	\$102, 457
22	\$ 84, 199	\$ 90, 462	\$ 96, 247	\$ 99, 347	\$102, 457
23	\$ 84, 199	\$ 90, 462	\$ 96, 247	\$ 99, 347	\$102, 457
24	\$ 84, 199	\$ 90, 462	\$ 96, 247	\$ 99, 347	\$102, 457
25	\$ 86, 880	\$ 93, 139	\$ 98, 933	\$102, 038	\$105, 141
26	\$ 86, 880	\$ 93, 139	\$ 98, 933	\$102, 038	\$105, 141
27	\$ 86, 880	\$ 93, 139	\$ 98, 933	\$102, 038	\$105, 141
28	\$ 86, 880	\$ 93, 139	\$ 98, 933	\$102, 038	\$105, 141
29	\$ 86, 880	\$ 93, 139	\$ 98, 933	\$102, 038	\$105, 141
30	\$ 89, 563	\$ 95, 821	\$101, 613	\$104, 719	\$107, 821

EXHIBIT B

CERTIFICATED GRIEVANCE FORM
 (For use by certificated bargaining unit members)

Grievance No. *

Employee name	College	Department
Date of alleged violation	Date of informal discussion	Date of oral response
Date of filing of this statement	Specific articles and sections alleged to have been violated	
Explanation of alleged violation, including all pertinent supportive facts.		
Statement of relief, remedy, action believed necessary to resolve this grievance.		
Signature: _____ Level I: Step 1 – Supervisor response to grievance		
Date of Receipt: _____ Date of Response: _____ Grievance Resolved: <input type="checkbox"/> Grievance Denied: <input type="checkbox"/>		
Signature: _____ Level I: Step 2 – Employee response to Step 1 decision and if not acceptable, reasons for appeal to Level II		
Date of Receipt: _____ Date of Response: _____ Decision Acceptable: <input type="checkbox"/> Appeal to Level II: <input type="checkbox"/>		
Signature: _____ *Call office of the Associate Vice Chancellor, Human Resources to obtain a Grievance Number		

Level II: Step 1 – College President/Designee response to grievance Signature: _____	Date of Receipt: _____ Date of Response: _____ Grievance Resolved: <input type="checkbox"/> Grievance Denied: <input type="checkbox"/>
Level II: Step 2 – Employee response to Step 1 decision and, if not acceptable, reasons for appeal to Level III Signature: _____	Date of Receipt: _____ Date of Response: _____ Decision Acceptable: <input type="checkbox"/> Appeal to Level III: <input type="checkbox"/>
Level III: Step 1 – Chancellor/Designee response to grievance Signature: _____	Date of Receipt: _____ Date of Response: _____ Grievance Resolved: <input type="checkbox"/> Grievance Denied: <input type="checkbox"/>
Level III: Step 2 – Employee response to step 1 decision and, if not acceptable, reasons for appeal to Level IV Signature: _____	Date of Receipt: _____ Date of Response: _____ Decision Acceptable: <input type="checkbox"/> Appeal to Level IV: <input type="checkbox"/>
Level IV: Final and Binding Decision of the Arbitrator	Date of Receipt: _____ Date of Hearing: _____ Date of Response: _____

EXHIBIT C

**STATE CENTER COMMUNITY COLLEGE DISTRICT
2009-10 Stipends**

<u>Coaching</u>		<u>Stipend</u>
Baseball	(Head Coach)	\$2,723.00
Baseball	(Assistant Coach)	\$1,354.00
Basketball	(Head Coach)	\$2,723.00
Basketball	(Assistant Coach)	\$1,354.00
Cross Country	(Head Coach)	\$2,723.00
Cross Country	(Assistant Coach)	\$1,354.00
Football	(Head Coach)	\$2,723.00
Football	(Assistant Coach)	\$1,354.00
Golf	(Head Coach)	\$2,723.00
Golf	(Assistant Coach)	\$1,354.00
Soccer	(Head Coach)	\$2,723.00
Soccer	(Assistant Coach)	\$1,354.00
Softball	(Head Coach)	\$2,723.00
Softball	(Assistant Coach)	\$1,354.00
Tennis	(Head Coach)	\$2,723.00
Tennis	(Assistant Coach)	\$1,354.00
Track	(Head Coach)	\$2,723.00
Track	(Assistant Coach)	\$1,354.00
Volleyball	(Head Coach)	\$2,723.00
Volleyball	(Assistant Coach)	\$1,354.00
Wrestling	(Head Coach)	\$2,723.00
Wrestling	(Assistant Coach)	\$1,354.00
Water Polo	(Head Coach)	\$2,723.00
Water Polo	(Assistant Coach)	\$1,354.00
Badminton	(Head Coach)	\$2,723.00
Badminton	(Assistant Coach)	\$1,354.00
Athletic Director		\$2,723.00
Department Head (100%)		\$1,823.00
Earned Doctorate		\$1,945.00
Earned Master's of fine Arts		\$1,945.00
Mentor (Full Year)		\$3,582.00

AGREEMENT TO PURCHASE DISTRICT COPYRIGHT

This agreement is between the State Center Community College District and _____, who is a unit member represented by the State Center Federation of Teachers. In compliance with Article XIX Intellectual Property Rights, _____ wishes to purchase the District's right to copyright the below described material(s), and the District agrees to convey their rights in these materials for the sum of _____. Compensation for these rights is due and payable upon each party signing this purchase agreement.

The description of the materials for which the right to copyright is being purchased is as follows:

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT
BY AND BETWEEN THE
STATE CENTER COMMUNITY COLLEGE DISTRICT
AND THE
FULL-TIME BARGAINING UNIT
STATE CENTER FEDERATION OF TEACHERS, AFT LOCAL 1533**

This Memorandum of Understanding and Agreement (“MOU”) is entered into by and between the State Center Community College District (“District”) and the State Center Federation of Teachers, SCFT/AFT/AFL-CIO Local 1533 (“Federation”) full-time unit. The parties agree that the following statements reflect a mutual understanding and agreement with regard to the following full-time faculty load calculation:

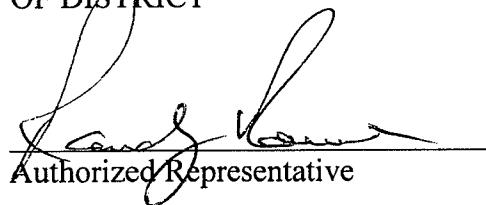
1. Article XII, Section 5 of the 2010-2011 CBA will remain status quo except for the sentence which reads as follows: “In the event that an instructor is assigned more than 30 LHE in an academic year the instructor will be paid on schedule C for LHE’s in excess of 30, starting in the spring semester of that academic year.” This sentence shall become part of the 2010-2011 CBA as of March 1, 2012. The parties have agreed to renegotiate this language after final review of data collected corresponding to item #2 below.
2. Full-time faculty assignment data, including but not limited to the following, for Fall 2011 and Spring 2012 (as well as data from previous two academic years if necessary) will be collected by the district and shared with SCFT.
 - a. LHE for full-time faculty
 - b. Overload assignments
 - c. Full-time faculty assigned more than 18 LHE in one semester
 - d. Full-time faculty needing overload to make load for semester (i.e. those under 29 LHEs)
 - e. All other areas as mutually agreed to
3. Meetings with campus vice-presidents, curriculum analysts, Willow-International Administrative Aids and Madera Center Administrative Aide will be held with District and SCFT representatives beginning in October, 2011 to review data collected on full-time faculty assignments.

The provisions of this MOU between the District and the Federation are made expressly pursuant to the Educational Employment Relations Act.

The signatories signify that they are the authorized representatives of the District and Federation and are the proper parties to this Agreement.

This Agreement is made this 10^B day of August 2011, in the city of Fresno, California, County of Fresno, State of California.

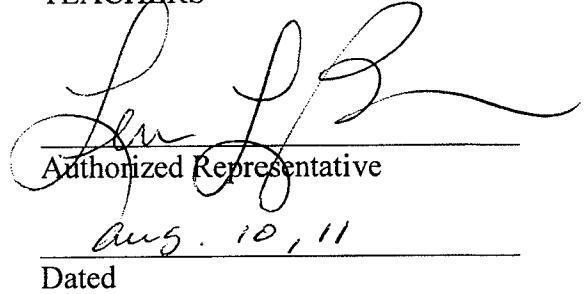
STATE CENTER COMMUNITY COLLEGE
OF DISTRICT



Authorized Representative

8-10-11
Dated

STATE CENTER FEDERATION
TEACHERS



Authorized Representative

Aug. 10, 11
Dated