

**AGREEMENT BETWEEN THE SOUTHWESTERN
COMMUNITY COLLEGE DISTRICT
AND THE
SOUTHWESTERN COLLEGE EDUCATION
ASSOCIATION (S.C.E.A.)**

July 1, 2009

to

June 30, 2012

(Agreed by the parties to extend agreement through
June 30, 2012 as modified)



AGREEMENT BETWEEN THE DISTRICT & S.C.E.A.

2009-2012

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ARTICLE I: RECOGNITION

This is an Agreement made and entered into this 1st day of July, 2009, between the Southwestern Community College District (hereinafter referred to as the "District") and the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association (hereinafter referred to as the "Association").

- 1.1 The Southwestern Community College District Governing Board hereby recognizes the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association affiliate as the sole and exclusive representative of those employees as enumerated below:

The Unit shall include: All full-time and part-time instructional and non-instructional faculty, except as noted below.

The Unit shall exclude: Substitute instructors serving less than one (1) semester as replacement for officially assigned instructors; and all Management, Supervisory and Confidential employees as defined by the Educational Employment Relations Act (E.E.R.A.).

Excluded Management Employees: The determination of Management employees shall be designated by the District, and Southwestern College Education Association (S.C.E.A.) shall be consulted on designated positions. Assigned management duties shall not include Bargaining Unit work of teaching or counseling. S.C.E.A. has the right to appeal any management designation to the Public Employment Relations Board (P.E.R.B.).

- 1.2 Nothing herein may be construed to limit the right of any employee or employee organization to consult with the District on any matter outside the scope of representation.
- 1.3 **E.E.R.C. Representation:** The District and the Association may establish an Employer/Employee Relations Committee. The committee shall consist of three (3) members appointed by the Association, and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month, unless mutually agreed upon to modify such schedule. The Human Resources Office shall be responsible for scheduling the first committee meeting, which shall take place during the first thirty days of each semester. At the first committee meeting, the committee shall establish the protocol for scheduling committee meetings for the remainder of the semester. The purpose of the committee is to assist in the resolution of perceived employer/employee problems. The committee shall not, in any way, amend, modify or change the present contract. All agenda items shall be submitted to the designated secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.

1.4 **Joint Briefing**

District leadership and Association leadership shall jointly brief District administrators on the terms and conditions of the contract between the District and the Association once each academic year.

ARTICLE II: DISTRICT RIGHTS

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

ARTICLE III: ASSOCIATION RIGHTS

- 3.1 The Association's duly authorized campus representatives shall have the right to use college facilities at any time that does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association's use of the facility when the College is normally not in operation.
- 3.2 The District shall provide the Association with office space, and will provide reproduction services to the Association at the rate of eight cents (\$.08) per copy. Any change in Association office space assignment shall require the written approval of both the District and S.C.E.A.
- 3.3 The District shall set aside reasonable bulletin board space for Association use. Bulletin boards shall be located in the School workrooms or lounges. The Association shall be responsible for keeping material updated.
- 3.4 Unit Members who are duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on-campus property and as necessary to the performance of Association responsibilities to Members of the Bargaining Unit, providing that such activity not interfere with the instructional process and assigned duties of the Unit Members.
- 3.5 Within the provisions of adopted Governing Board policy, the President of the Association or his/her designee shall have the right to submit arguments and data relative to agenda items at the first consideration of that item by the Governing Board.
- 3.6 A campus faculty parking identification sticker shall be provided to the Association for its designated local staff representative(s).
- 3.7 The District will provide the Association five (5) copies of the tentative and adopted budgets. If developed by the Governing Board, a copy of the Preliminary Budget will be provided to the Association. Five (5) copies of the C.C.F.S.-311 of the Adopted Budget will be provided to the Association.
 - 3.7.1 At the request of the Association, the District shall provide the Association with the following information within twenty-four (24) hours after the information becomes available to the District.
 - 3.7.1.1 **Loading Reports:** When requested.
 - 3.7.1.2 **Census Week Class Loading Reports:** Six (6) weeks from the opening of each semester.
 - 3.7.1.3 **Board Agendas**
 - 3.7.1.4 Copies of any existing report that is available to the public, within twenty-four (24) hours of the request. No more than two (2) reports may be requested in any twenty-four (24) hour period of time.
 - 3.7.2 At the request of the Association, the District shall provide the Association with any documents/reports that require research, compilation, and/or retrieval from storage within ten (10) days of the request, provided the documents are disclosable public records.

- 3.7.3 At the request of the Association, the District shall provide the Association with any District salary information within ten (10) days of the request.
- 3.8 Paid staff representatives of the Association or its affiliates may meet with Unit Members on campus provided that no interruption of instruction results.
- 3.9 The Association shall have the right to use the faculty mailboxes for communication with Unit Members. A copy of all unit-wide communications distributed in the faculty mailboxes shall be delivered to the Superintendent/President's mailbox at the time of distribution. All communications will be labeled with the approval of the authorized Association officer.
- 3.10 Within the limits of the Privacy Act, names, job titles, home addresses and telephone numbers of all Unit Members shall be provided to the Association no later than forty-five (45) days from the first day of each recognized academic term, semester, and within one (1) week of the beginning of the summer session. The Association shall be notified of any changes as they occur. In addition, the same information shall be furnished about potential Unit Members no later than fourteen (14) days after the Board has approved employment.
- 3.11 The Association shall be granted yearly the following amount of release time which shall be used exclusively during the fall and spring semesters.
- 3.11.1 Association President shall be granted sixty percent (60%) release time during the fall and spring semesters for the purpose of processing grievances, contract administration, consultation with management, and attendance at federal, state and local meetings. The Vice President, Secretary, Treasurer and Part-Time Representative shall be granted twenty percent (20%) release time during the fall and spring semesters.
- 3.11.2 The District shall provide the Association with the following release time for grievance processing, representation and contract negotiations: (A) a Unit Member appointed by the Association as its Grievance Chair shall be granted twenty percent (20%) release time for two (2) semesters during the college year in which the Unit Member serves in this position; (B) a maximum of five (5) Unit Members may be designated annually by the Association to receive twenty percent (20%) release time for two (2) semesters during the college year that the Unit Member serves as a Member of the Association negotiating team; and (C) a Unit Member appointed by the Association as its Tenure Review Coordinator shall be granted sixty percent (60%) release time during the fall and spring semesters. With agreement between the District and the Association and the concurrence of the Unit Member involved, release time granted by the Association may be converted into a stipend paid at the appropriate hourly rate of the Unit Member receiving the stipend. Contract provisions that provide for banking of hours shall also apply to release time granted under this contract subsection. See Appendix D for other release time allocations and provisions.
- 3.11.3 The use of release hours shall be authorized by the President of the Association.
- 3.11.4 The Unit Member granted release hours by the Association shall notify the office of his/her Dean forty-eight (48) hours prior to the planned absence from assigned duties.
- 3.11.5 Release time shall be granted for ten (10) months for 10-month employees, and for eleven (11) months for eleven (11)-month employees, unless otherwise provided by the express terms of the Agreement.

- 3.12 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of representation provided Unit Members as of the date of this Agreement, unless otherwise provided by the express terms of the Agreement.
- 3.13 The District shall deduct the dues established by the Association from the monthly salary of each Bargaining Unit Member. Aggregate deductions will be remitted monthly to the Association. An adjustment may be made if a Unit Member is a dues paying member of another district in which CCA, CTA or NEA is the recognized representative for said Bargaining Unit Member. Unit Members are required to select one (1) of the three (3) following options listed in section 3.13. Any Unit Member who does not identify which option is selected will automatically become an Agency Fee Payer, as identified in section 3.13.2.
- 3.13.1 **Association Membership** will be granted to those Bargaining Unit Members that sign the application form for membership. Association membership will remain in effect until membership is relinquished by submitting a written revocation to the District and the Association or the Association Member terminates employment with the District.
- 3.13.2 **Agency Fee:** Per SB 1960, the District shall deduct monthly from the salary of those Unit Members who are not members of the Association an agency fee equal to the dues then in effect for Association members. Agency fee payers may request a rebate of the non-representational portion of the agency fee by signing and returning the Hudson Notice provided by CTA. Agency fee payers do not have the rights and benefits of an Association Member.
- 3.13.3 **Religious Objectors:** A Unit Member who has a philosophical or moral objection to participation in the Association shall not be required to join or financially support the Association as a condition of employment. In lieu of the agency fee, the Unit Member shall pay charitable funds to one of the non-religious, non-labor organizations listed in 3.13.3.2, exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, in the sum equal to the agency fee. Religious Objectors do not have the rights and benefits of an Association Member and may not request a rebate for non-representational fees via a Hudson Notice.
- 3.13.3.1 To receive a religious exemption, the Unit Member must submit a written statement establishing the basis for such exemption. Forms for this purpose may be obtained from the Association. If accepted, the Unit Member shall have his/her collected fees held in escrow by the District. At the end of the fiscal year the fees held in escrow will be donated to the charity designated by the Religious Objector. Proof of payment shall be made by the District to the Association and the Unit Member.
- 3.13.3.2 Unit Members with approved Religious Objector status must select one of the following organizations for the charitable donation:
- (a) American Cancer Society
 - (b) SCEA Student Scholarship
 - (c) Make-A-Wish Foundation
- 3.14 The District shall provide all Unit Members with a copy of the contract after ratification. The Association shall be given an additional fifteen (15) copies used at their discretion.
- 3.15 Should the District contemplate an involuntary reduction in a Unit Member's pay in any provision of this Contract, the District will give prior written notice of such action to the Unit Member. The involuntary reduction in pay shall be in accordance with Section 5.7.6, calculation of illness leave.

ARTICLE IV: WORKLOAD

4.1 CALENDAR

4.1.1 Ten (10) month Academic Unit Members will be required to perform professional services for the District each academic year for one hundred seventy five (175) days. New full-time Unit Members shall be required to participate in an orientation day of four (4) hours on the day preceding the first contract day of the fall semester. The hours shall be determined by the District.

4.1.1.1 The annual College calendar for ten (10) month Unit Members shall be developed mutually between the Association and the Administration. If no mutual agreement on a College calendar occurs prior to the publication deadline for the College catalog, the Administration shall present a calendar to the Governing Board for adoption. The Association shall be given sixty (60) days notice prior to the publication deadline.

4.1.2 Academic Unit Members assigned to the Student Affairs division of the District and to the Library have an on-campus or reassigned activities requirement for the District each fiscal year between July 1 and June 30 of the following number of days: Ten (10) month assignment employees, same number of days as specified in 4.1.1; eleven (11) month employees, twenty-two (22) additional days beyond those specified in 4.1.1; twelve (12) month employees, forty-four (44) additional days beyond those specified in 4.1.1. The specific days on duty for each Unit Member shall be determined by mutual agreement between the Unit Member and his/her supervisor. Counselor contract duty days shall be scheduled Monday through Friday. If mutual agreement has not been reached, the non-duty days shall be assigned by the Dean, and the Dean shall not act in an arbitrary and capricious manner in making this assignment, and shall provide the Unit Member with written reason for the assignment. For these employees, the District shall provide the opportunity for the Unit Member to have a minimum period of twenty (20) non-duty days annually exclusive of Saturday and Sunday.

4.1.3 An intersession term shall be excluded from the "academic year" as defined in Section 87601 of the Education Code, and service in connection with employment in an intersession term shall be excluded from computation of the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the District.

4.2 WEEKLY HOURS OF SERVICE

4.2.1 **Classroom Instructors:** Classroom instructors are employed for a basic workweek of thirty-five (35) hours. Normally, Unit Members will be assigned a five-day workweek, during which they shall be present on campus or at alternate assigned work locations and engaged in assigned duties. The Dean may assign a compact schedule. That is, a workweek of fewer than five (5) days, providing the compact schedule best meets the needs of the students' educational programs. Retaining the right of assignment, the Dean or Dean's designee is under no obligation to assign a Unit Member a compact schedule. Nothing in this section shall preclude the authority of the Dean under section 4.3, Teaching Load, of this Agreement. Any permanent change in a Unit Member's scheduled hours, other than office hours, shall have prior approval of the Dean.

Unit Members assigned a contractual split-shift schedule in time or location as defined in sections 4.2.1.1 and 4.2.1.2 below shall be assigned a compact

workweek unless there is mutual agreement between the Unit Member and the Dean.

4.2.1.1 A split-shift schedule in time is defined as having assignments in non-contiguous morning (6:00 a.m.-12:00 p.m.), afternoon (12:00 p.m.-4:30 p.m.), and evening (4:30 p.m.-10:00 p.m.) periods. For example, an instructor with 8:00 a.m., 9:00 a.m., 11:00 a.m. and 6:00 p.m. assignments on the same days would qualify as having a split-shift schedule.

4.2.1.2 A split-shift schedule in location or place is defined as having classes in two different locations during the same instructional day (morning and/or afternoon and/or night). For example, an instructor teaching at the Chula Vista Campus at 8:00 a.m. and 9:00 a.m. and in the afternoon at 2:00 p.m. at the Higher Education Center-San Ysidro both on the same days would qualify as having a split-shift assignment.

4.2.2 Unit Members agree to be on campus to attend a maximum of ten (10) School-wide, discipline, or general faculty meetings during each academic year. As a professional responsibility, faculty shall attend School and/or department meetings called by the Dean. The meetings shall be scheduled on a semester basis by the Dean after consultation with the Unit Members of the School. The schedule of meetings shall be developed by the Opening Day of the beginning of each semester for planning purposes, and may be modified anytime during the semester to accommodate schedule adjustments. These meetings shall not be scheduled at 11:00 a.m. on the second and fourth Thursday of each month.

4.2.3 **Counselors:** Counselors are employed for a basic workweek of thirty-five (35) hours to perform professional counseling duties which may include teaching Personal Development courses. Each Counselor shall have five (5) preparation hours each week exclusive of class and class preparation time free from counseling appointments.

4.2.3.1 Each Counselor assigned duties in classroom instruction shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.

4.2.3.2 Counselors assigned to evening contract hours shall have no regularly scheduled student counseling appointments scheduled after 6:30 p.m., except during registration periods, when the latest scheduled appointments shall be 8:00 p.m.

4.2.3.3 A Counselor assigned to contract counseling hours after 4:30 p.m. shall, upon the Unit Member's request, be granted a reduced contract in lieu of the evening assignment.

4.2.4 **Librarians:** Librarians are employed for a basic workweek of thirty-five (35) hours to perform professional librarian duties.

4.2.4.1 Each Librarian assigned to teach a class as part of the Librarian's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.

4.2.5 **College Nurse:** The College Nurse is employed for a basic workweek of thirty-five (35) hours to perform professional nursing duties.

- 4.2.5.1 Each College Nurse assigned to teach a class as part of the College Nurse's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.2.6 **Speech/Language Therapist:** A Speech/Language Therapist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Speech/Language Therapist shall have five (5) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.2.6.1 Each Speech/Language Therapist assigned to teach a class as part of the Speech/Language Therapist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.2.7 **Learning Disability Specialist:** - A Learning Disability Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Learning Disability Specialist shall have five (5) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student appointments.
- 4.2.7.1 Each Learning Disability Specialist assigned to teach a class as part of the Learning Disability Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.2.8 **Adapted Computer Technology Specialist:** An Adapted Computer Technology Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Adapted Computer Technology Specialist shall have five (5) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.2.8.1 Each Adapted Computer Technology Specialist assigned to teach a class as part of the Adapted Computer Technology Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.2.9 **Staff Development Coordinator:** A Staff Development Coordinator is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Duties and compensation are those described in the job description.
- 4.2.10 **Tenure Review Coordinator:** A Tenure Review Coordinator is a tenured faculty member assigned to perform professional tenure review duties and serve as a liaison between the Association and the District. The Tenure Review Coordinator will be selected once every three (3) years through a competitive in-house application process. The duties and compensation are those described in the job description and reassigned time for this position is listed in Appendix D of this contract.
- 4.2.11 **Department Chairs** - Department Chairs as faculty report directly to their respective Dean on all departmental and School matters. Reassigned time for Department Chairs shall be determined as a percentage of load as indicated in Appendix D and shall be consistent with section 4.5 of this Contract, Effect of Reassigned Time Upon Teaching Load and Office Hours. Reassigned time shall

be applied for the duration of a faculty member's contract, regardless of whether the length of contract is 10, 11, or 12 months.

4.2.11.1 **Duties:** Under the administrative leadership of a Dean, the Department Chair provides leadership to foster the professional growth of the faculty, works to ensure the academic integrity of the programs, facilitates student success through innovation in the curriculum, and represents the interests of the Department. The Department Chair acts as the principal representative of the Department within the School. The Department Chair works with the Dean, works collegially with other departments and collaborates in participatory governance.

In the execution of the office of Department Chair, the Chair shall be expected to perform the following duties and functions:

1. Provide leadership in the evaluation of offered courses; work collaboratively with the Dean and other departments to design class schedules to meet the learning needs of students; provide consultation to the Dean and off-site administrators in scheduling courses at off-campus sites.
2. Conduct interviews of prospective adjunct faculty in collaboration with the Dean; make hiring recommendations to the Dean; develop and maintain a pool of qualified adjunct faculty sufficient to meet the needs of the Department; make recommendations to the College Equivalency Committee.
3. More information, including eligibility, election, and term of office, may be found in the Academic Senate document, Southwestern College Department Chairs.

4.3 **TEACHING LOAD**

4.3.1 A full-time teaching load consists of approximately fifteen (15) lecture hour equivalents each semester. Each lecture hour taught is equated to one (1) lecture hour equivalent, LHE. Each laboratory or activity hour is equated to approximately .80 of a lecture hour equivalent. Appendix A identifies those courses for which additional workload credit is granted.

4.3.2 In the event that a Unit Member's load assignment for one (1) semester contains fewer than, or more than, the hours required for a full load, the underage or overage will be carried over to the next semester. The Unit Member's load may be adjusted in the next semester by increasing or decreasing the number of instructional hours. If the underage is or exceeds two (2) LHE, that underage must be cleared from the next available overload. If the variance exceeds two (2) hours or more, the adjustment shall be made in the next semester, unless there is mutual agreement between the Unit Member and the Dean to postpone the adjustment.

4.3.3 A Unit Member teaching on contract may be required to teach an evening class in order to complete his/her contract teaching load. Unit Members within a discipline may develop a rotating schedule for evening assignments subject to Dean approval. Prior to the Dean assigning an evening contract class to a Unit

Member, the Unit Member will be provided the following options:

- 4.3.3.1 Select an evening contract assignment within the School for which the Dean and the Unit Member agree that the Unit Member is qualified to teach.
- 4.3.3.2 Replace a day part-time Unit Member in a scheduled class within the School that the Unit Member and the Dean agree that the Unit Member is qualified to teach. The Dean will not be required to adjust class meeting times in order to create this option.
- 4.3.3.3 Request a reduction in service leave for the semester in lieu of a night contract class assignment.
- 4.3.4 If the Unit Member is assigned to teach a contract evening course, then he/she shall not be assigned a contract class prior to 9:00 a.m. the following day without the Unit Member's consent. If a Unit Member is assigned to teach an evening contract class, the Dean will make an effort to avoid assigning that Unit Member a day class on the same day. The parties recognize that this provision doesn't require the Dean to change another Unit Member's schedule without his/her consent.
- 4.3.5 If the Unit Member refuses to accept any of the three (3) available options, the Dean shall assign the Unit Member to a class for which the Unit Member is qualified to teach.
- 4.3.6 The Dean, with the approval of the cognizant Vice President, may offer a Unit Member reassigned time for a special project to fulfill a contract agreement.
- 4.3.7 Normally, a teaching load consists of no more than three (3) separate preparations. Face-to-face and on-line sections of the same course are considered separate preparations. In some cases, Unit Member preference or necessity requires the assignment of more than three (3) preparations. Such exceptions are to be determined by the Dean after consultation with the Unit Member involved. The necessity to exceed three (3) separate preparations in one (1) semester shall be related to the curricular offerings within the School, the time constraints of the schedule, and/or the availability of a contract Unit Member to teach the courses offered within the School.
- 4.3.8 A Unit Member shall not be required to accept Independent Study students.
- 4.3.9 A Unit Member may not be assigned to more than three (3) consecutive hours of lecture, except when a single class meeting exceeds three (3) hours, or two (2) laboratory or activity classes in one (1) day unless by prior agreement between the Unit Member and the Dean.
- 4.3.10 The Dean shall consult with the Unit Member in the development of his/ her preliminary teaching schedule.
- 4.3.11 Full-time Unit Members may accept up to six (6) hours per week of overload teaching or additional work assignment for extra pay. Exceptions to this limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one (1) week of their approval.

- 4.3.12 A part-time instructor employed on the part-time salary schedule may not be assigned to teach more than sixty-seven (67%) of the load required of a full-time Unit Member.
- 4.3.13 A Unit Member shall be required to accept Credit by Challenge Exam students not to exceed ten (10) per semester during the academic year. The Dean or designee will distribute the challenge exams equitably among the discipline faculty over the course of the academic year.
- 4.3.13.1 The discipline in which the Credit by Challenge Exam is administered will receive fifty percent (50%) of the Challenge Exam fee, to be transferred to a departmental fund at the end of each semester, for the exclusive use by faculty within the discipline administering the exam.

4.4 **OFFICE HOURS**

- 4.4.1 An office hour is defined as a fifty (50) minute period of time when a Unit Member is available for student consultation and present in his/her assigned office or in a posted instructional area, i.e., classroom or laboratory related to his/her teaching assignment.
- 4.4.2 Each full-time Unit Member must maintain at least five (5) office hours each week that classes are in session.
- 4.4.3 An instructor teaching under temporary contract or a reduced load will maintain the number of office hours as the percentage of teaching load is to a full-time teaching load.
- 4.4.4 The office hours are to be scheduled to ensure maximum availability for consultation with students. Office hours shall be scheduled in no less than twenty-five (25) minute increments and between the hours of 7:00 a.m. and 6:30 p.m. The Unit Member's office hours will be posted by the Unit Member on the door or window of his/her office in a visible position.
- 4.4.5 Unit Member's office hours may be modified temporarily or permanently during the semester after prior notice has been given to the Unit Member's Dean.

4.5 **EFFECT OF REASSIGNED TIME UPON TEACHING LOAD AND OFFICE HOURS**

- 4.5.1 A Unit Member who has been granted reassigned time and teaches a class as a portion of that reassigned time shall not receive LHE teaching load credit for any such class.
- 4.5.2 A Unit Member who has been granted reassigned time for a special project not covered by this contract will schedule two (2) hours on campus, or, at an alternate approved work location, for each lecture hour equivalent of reassigned time granted, unless the reassigned time is offset by a class that does not count on the Unit Member's load. Contract office hours for Unit Members granted reassigned time shall be prorated as in 4.4.3. Prior to being granted reassigned time for a special project not covered by this contract, the Unit Member shall formulate a brief work plan, in consultation with the respective Dean, which specifies objectives/goals to be achieved, which designates a timeline within which to accomplish the objectives/goals, and which sets forth a schedule of activities to be performed as part of the work plan.

4.6 **BANKING OF OVERLOAD HOURS**

- 4.6.1 Unit Members who are given an overload assignment may elect to bank a portion or all of the overload hours worked in any one (1) semester.
- 4.6.2 For purposes of this section only, the words “bank” and “banked” shall mean that Unit Members who have an overload assignment may perform those duties without receiving remuneration for a portion or all of the assignment and may receive during a subsequent semester equivalent release time from their full-time workload.
- 4.6.3 Banking of overload hours shall take place under the following conditions:
- 4.6.3.1 A Unit Member may not accumulate an aggregate of more than one hundred percent (100%) of a full semester workload.
- 4.6.3.2 A Unit Member shall indicate at the time of request for an overload whether or not this overload shall be for pay or for purposes of banking.
- 4.6.3.3 A Unit Member may utilize banked overload hours during any one (1) semester for the purpose of release time so long as the release time does not exceed the equivalent of one hundred percent (100%) of that Unit Member's full-time semester workload.
- 4.6.3.4 Before banked overload hours may be utilized as release time, Unit Members must comply with the following:
- 4.6.3.4.1 Written notice must be submitted to the Unit Member's immediate supervisor no later than ninety (90) calendar days before the beginning of the semester in which the release time is to be utilized. The supervisor may waive this 90-day notice.
- 4.6.3.4.2 The supervisor shall approve or disapprove the use of banked hours within thirty (30) days of receiving notice from the Unit Member. The use of banked hours may be disapproved if it will cause undue hardship to the department at the time. If not approved, the Unit Member may use his/her banked hours the following semester.
- 4.6.3.4.3 A decision by the immediate supervisor to disapprove the use of banked hours may be appealed to a committee composed of two (2) members appointed by the District and two (2) members appointed by the Association. The committee shall be empowered to hear the appeal and, by a majority vote of all members, overrule the decision of the immediate supervisor. The decision of the committee shall be final and binding upon all parties.
- 4.6.3.5 Unit Members who have accumulated banked overload hours and

who decide against utilizing those hours as release time, or whose notice is disapproved shall have the option to be paid for the accumulated hours at the overload rate in effect at the time the hours were banked.

- 4.6.3.6 For the purposes of salary computation, fringe benefit allowances, and retirement and sabbatical eligibility, an instructor who is utilizing release time in lieu of accumulated banked overload hours in accordance with these provisions shall be considered to be working a full load during the semester the release time is granted.
- 4.6.3.7 Banked hours include benefits proportionate to the percentage of load banked.
- 4.6.3.8 For the faculty positions listed in 4.2.1 – 4.2.8 (35-hour week), banked time will be calculated according to a formula that equates the thirty (30) LHE per year load for teaching faculty with a 35-hour week for an academic year for non-instructional faculty.

Hours per day = hours per week less preparation time per week divided by five (5).

Days per year = days listed in 4.1, Calendar, less required Staff Development (2 days for Opening Days for the fall and spring semesters. If teaching faculty are required to do twenty (20) hours per year and a Staff Development Day has four (4) hours of required attendance, then deduct an additional five (5) days for the Staff Development requirement).

Hours per year = Hours per day times the days per year. To calculate how many hours are required to bank a percentage of the contract year, multiply the percent times the required hours per year.

For example, if an 11-month counselor wants to bank twenty (20%), two hundred twenty eight (228) hours beyond the normal duty day are required.

$$\frac{6 \text{ hr}}{\text{da}} \times \frac{190 \text{ da}}{\text{yr}} = \frac{1140 \text{ hr}}{\text{yr}}$$

$$1140 \times 0.20 = 228 \text{ hours}$$

For example, two hundred twenty eight (228) hours banked would provide a 20% reduction in load for an entire academic year. One hundred fourteen (114) hours banked would provide a 20% reduction in load for one semester.

If the counselor teaches one (1) 3-unit course, this is one-tenth or ten percent (10%) of the thirty (30) LHE requirement and 10% (or 114 hours) would be required to have twenty percent (20%) banked time for an academic year.

ARTICLE V: LEAVES

- 5.1 The leaves provided for all full-time Unit Members under contract in this Agreement are: (a) bereavement; (b) exchange; (c) family; (d) illness; (e) industrial accident; (f) in-service; (g) judicial; (h) legislative; (i) military; (j) unpaid personal; (k) personal necessity; (l) elected public official; (m) reduction in service; and, (n) sabbatical. Each type of leave is subject to the conditions set forth in this Article.
- 5.2 The leaves provided in this Agreement to full-time Unit Members with overload and part-time Unit Members are: (a) bereavement; (b) illness; (c) industrial accident; (d) in-service; (e) judicial; (f) unpaid personal; (g) personal necessity; and, (h) elected public official. Each type of leave is subject to the conditions set forth in this Article.
- 5.3 Separate forms of leave are provided for each type of service (full-time, overload, part-time) and may only be used in case of absence from the type of service in which the leave was accrued. For leaves requiring District approval, the District shall notify the employee of the granting or denying of the leave two working days prior to the effective date of the requested leave if the employee applies for the leave at least five (5) working days prior to the effective date of the leave. The notification can be made through the District's internal mail system.
- 5.4 **BEREAVEMENT LEAVE**
- 5.4.1 A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if one-way travel of two-hundred (200) miles is required, without loss of salary on account of the death of any member of his/her immediate family. Any bereavement leave for Unit Members will not be charged against accumulated sick leave.
- 5.4.2 For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, registered domestic partner, or any person for whom the faculty member has been designated as legal guardian or any relative living in the immediate household of the Unit Member.
- 5.5 **EXCHANGE LEAVE:** A full-time Unit Member may make written application to the Superintendent/President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. Such application shall be submitted during the fall semester of the year preceding that for which the exchange is to take place. The application shall set forth the advantages to be accrued to the District and to the faculty member by participation in such an exchange program. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of Sections 87422, 87423 and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one (1) year, except by the mutual consent of the Unit Member and the District, the leave may be extended to two (2) years. The faculty member must provide the District with two (2) full years of service after returning from such a leave before he/she is eligible for another such leave. The compensation and benefits provided to a Unit Member participating in an exchange will be determined by the exchange agreement and requires the approval of the Governing Board of the District.
- 5.6 **FAMILY LEAVE:** Unit Members who are eligible, pursuant to the Family and Medical Leave Act (FMLA), to receive Family Leave shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by the Family and Medical Leave Act. A Unit Member granted Family Leave, for his or her own serious health condition, shall use his or her accrued

sick leave concurrently with the Family Leave, consistent with the Family and Medical Leave Act and federal and state law. Unit Members granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave or take unpaid leave, consistent with and, so long as it is permissible by, the Family and Medical Leave Act and federal and state law. For purposes of this contract, Family Leave may be used to care for an immediate family member as defined in section 5.4.2.

5.7 **ILLNESS LEAVE**

- 5.7.1 Full-time Unit Members on ten (10), eleven (11), or twelve (12) month contracts shall be entitled to ten (10), eleven (11), or twelve (12) days leave, respectively, with full pay for each School year for the purposes of personal illness or injury which precludes the Unit Member from performing his/her assigned duties. Part-time Unit Members under contract who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duties relates to the number of hours for a full-time faculty member in a comparable position. Unit Members not utilizing the full ten (10) days of sick leave in any one (1) year shall have the amount not utilized accumulated from year to year.
- 5.7.2 If the total amount of accumulated sick leave is less than one hundred ten (110) days, the Unit Member will be granted additional non-accumulated sick leave at reduced salary. The number of days of reduced sick leave benefits granted will be computed by subtracting the number of accumulated sick leave days from one hundred ten (110) days. The amount of reduced salary will be computed in the following manner: The Unit Member's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave, or fifty percent (50%) of the Unit Member's daily rate, whichever amount is larger. These reductions and compensations will be assessed on a daily basis.
- 5.7.3 Contract Unit Members teaching overload or summer session classes and Unit Members employed on the Part-time Salary Schedule are eligible for illness leave benefits at the rate of one (1) hour for each eighteen (18) hours of teaching after the time at which they have commenced service in each of the terms or semester of the assignment. Sick leave days will be credited to the Unit Member at the beginning of the term or session. Unused sick leave shall be accumulated from year to year so long as the Unit Member is in continuous service to the District. Continuous service shall be defined as having been employed at least one (1) semester or summer session of the previous calendar year. Substitution does not qualify as continuous service to the District.
- 5.7.4 Upon request by the Vice President for Human Resources, any Unit Member who proposes to be on illness leave for five (5) or more days shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work.
- 5.7.5 A Unit Member must contact the office of his/her Dean as soon as the need to be absent is known. District procedures identify the methods of notification.
- 5.7.6 A full-time Unit Member who is absent for one-quarter (1/4) day or less shall be deducted one-quarter (1/4) day from the accumulated leave. Absences extending beyond one-quarter (1/4) day shall be assessed in quarter-day increments. A day shall be defined as the number of hours that a Unit Member is required to be on campus as identified in Article IV of this Agreement. Unit Members who have an on-campus scheduled duty assignment of thirty-five (35) hours per week or more shall have their absences recorded on an hourly basis.

5.7.7 Accumulated sick leave granted for contract service will be transferred in accordance with the Education Code if the Unit Member terminates from the District and is employed by another California School district. Each Unit Member shall be notified of the accumulated leave by no later than two (2) months after the beginning of each School year.

5.8 **INDUSTRIAL ACCIDENT LEAVE**

5.8.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.

5.8.2 A Unit Member who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the employer deems necessary. The Unit Member shall not be considered absent from duty during the time required for such examination.

5.8.3 The District has the right to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

5.8.4 All medical examinations required by the District shall be at no cost to the Unit Member.

5.8.5 A Unit Member who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits:

5.8.5.1 Such leave shall not exceed sixty (60) days during which the District is 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 industrial accident.

5.8.5.2 During any period of disability for which payment is not provided under the California Workmen's Compensation, Insurance and Safety Act, (C.W.C.I.A.), the Unit Member shall be placed on disability leave with pay to the extent of any leave with pay that the Unit Member has accrued. Such disability leave with pay shall be charged against the Unit Member's accrued leave with pay.

5.8.5.3 During any period of disability for which payment is provided under C.W.C.I.A., the Unit Member may elect to receive District disability leave with pay to the extent such leave time as accrued, providing, the C.W.C.I.A. received by the Unit Member are endorsed to the District. Under such circumstances, the Accrued Leave with pay shall be reduced proportionate to C.W.C.I.A. reimbursement for each full day of absence for which temporary C.W.C.I.A. benefits are endorsed to the District.

5.8.6 All disability leave provisions of this section shall terminate on the date of the Unit Member's recovery from disability, receipt of permanent disability under C.W.C.I.A., retirement, termination from District employment, or death.

5.9 **IN-SERVICE LEAVE**

- 5.9.1 A Unit Member may be granted an in-service leave subject to the approval of the Superintendent/President or designee, and the Governing Board of the District. In-service leaves may be granted for purposes of attending conferences, workshops, clinics, meetings or off-campus visitations.
- 5.9.2 For the application for in-service leave to be considered for approval, the Unit Member shall propose a class coverage arrangement that will incur no cost to the District.
- 5.9.3 Requests for in-service leave will be filed with the Unit Member's immediate supervisor on forms provided by the District. The leave may not commence until the Unit Member has received a written approval signed by the Superintendent/President or designee. If the in-service leave is denied by the immediate supervisor, the applicant may appeal the decision to the Superintendent/President or designee. If the request for an in-service leave is denied, the applicant will be informed in writing of the reason.

5.10 **JUDICIAL LEAVE**

- 5.10.1 A Unit Member may be absent from duty without loss of salary as a result of having been called for and appearing for jury duty excluding voluntary grand jury duty.
- 5.10.2 The Unit Member serving on jury duty who receives pay from the District during absence from assigned duties shall be required to collect jury duty fees, except mileage reimbursement, and remit such fees to the District.
- 5.10.3 A Unit Member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.
- 5.10.4 A Unit Member serving on jury duty will be required to notify the Dean prior to the commencement of service, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.
- 5.10.5 A Unit Member shall be granted leave without loss of compensation when subpoenaed to appear as a witness. The Unit Member will be required to notify the Dean prior to the leave, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.

5.11 **LEGISLATIVE LEAVE** - A full-time Unit Member will be granted legislative leave in accordance with the laws of the State of California.

5.12 **MILITARY LEAVE** - A full-time Unit Member will be granted military leave in accordance with the laws of the State of California.

5.13 UNPAID PERSONAL LEAVE

- 5.13.1 Short-term leave, twenty-five (25) calendar days or less, may be granted to a Unit Member upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. Short-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and either the Vice President for Academic Affairs or the Vice President for Student Affairs. Short-term personal leave will be granted without pay, but the District will continue all other employee benefits.
- 5.13.2 Upon recommendation of the Superintendent/President and approval of the Governing Board of the District, a full-time Unit Member requesting short-term personal leave for five (5) days or less will be granted the following salary compensation: The Unit Member will receive his/her contract salary minus a deduction for the salary paid to substitutes or fifty percent (50%) of the Unit Member's daily rate of pay, whichever amount is larger. The daily rate to be computed by dividing the Unit Member's annual salary by the number of contract days that the Unit Member is required to be on duty for the year. The sole discretion to determine whether such compensation will be granted lies with the Governing Board.
- 5.13.3 Long-term personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Long-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the Unit Member on leave. The Governing Board shall establish the date of the Unit Member's return to duty that may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.
- 5.13.4 Short or long-term personal leave shall be granted to any female Unit Member who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any female Unit Member from using sick leave for absences due to illness or injury resulting from pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefit plan for a period of ninety (90) calendar days.
- 5.13.5 A Unit Member is not eligible for any of the leaves specified in Article V of this Agreement during the time in which he/she is on an approved personal leave.

5.14 PERSONAL NECESSITY LEAVE

- 5.14.1 Leave which is credited under 5.7.1 of this Article may be used, at the contract Unit Member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any School year.
- 5.14.2 All part-time Unit Members will be granted personal necessity leave during any regular semester or summer session in an amount equal to the amount of sick leave benefits granted during the regular semester or summer session in which the leave is granted.

- 5.14.3 If a part-time Unit Member requests personal necessity leave for a death in the Unit Member's immediate family, such leave will be granted without loss of pay in the event that the Unit Member's accrued illness leave is not adequate to cover the personal necessity leave.
- 5.14.4 For purposes of this provision, personal necessity shall be limited to:
- 5.14.4.1 Death or serious illness of a member of the Unit Member's immediate family.
 - 5.14.4.2 An accident which is unforeseen involving the Unit Member's person or property, or the person or property of a Unit Member's immediate family.
 - 5.14.4.3 Personal matters that cannot be taken care of outside the Unit Member's working hours.
 - 5.14.4.4 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
- 5.14.5 The immediate family is defined as mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any person for whom the faculty member has been designated as a legal guardian or any relative living in the immediate household of the Unit Member, close personal friend, or registered domestic partner.
- 5.14.6 Before the utilization of personal necessity leave, a Unit Member must make every effort to obtain prior approval from his/her immediate supervisor the Unit Member shall make every effort to comply with District procedures for notification in case of absence to enable the District to secure a substitute.
- 5.14.7 Under all circumstances a Unit Member shall certify in writing that the personal necessity leave was used for purposes consistent with this Article by completing the Academic Staff Personal Necessity Leave form.
- 5.15 **ELECTED PUBLIC OFFICIAL LEAVE:** Unit Members elected to public office shall be granted up to five (5) days leave annually for business related to the office held. Leave taken under this sub-section shall be deducted from the Unit Member's accumulated sick days.
- 5.16 **REDUCTION IN SERVICE LEAVE**
- 5.16.1 A regular full-time Unit Member may request to be granted a reduction in service leave. The Unit Member may request a maximum contract employment reduction of fifty percent (50%) of the total contract days of assignment in effect during the college year in which the leave is taken or a fifty percent (50%) reduction in the contract load and duties required of a full-time Unit Member.

- 5.16.2 The reduction in service leave request may be filed at any time, but the commencement of the leave must coincide with the beginning of a new semester. The Unit Member will file the request with his/her Dean. The granting of a reduction in service leave is permissive and requires the recommendation of the Superintendent/President and the approval of the Governing Board of the District.
- 5.16.3 A reduction in service is an unpaid leave. The Unit Member's salary compensation and benefits will be reduced in proportion to the approved reduction in service.
- 5.16.4 Step advancement on the salary schedule for Unit Members on reduction of service leave shall be granted in accordance with sub-section 7.3.2.1, Salary Schedule Step Advancement, of this Agreement.

5.17 **PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE**

- 5.17.1 The District shall grant Professional Development/Sabbatical Leaves that will benefit the College and the students of the District. It is the intent of the District to grant these Sabbatical Leaves if eligibility criteria and financing criteria, as specified in sub-section 5.17.11.2.7 of this Agreement, are met. The purposes for which Professional Development/Sabbatical Leave shall be granted are as follows:
 - 5.17.1.1 Scholarly or creative endeavors.
 - 5.17.1.2 Improvement of skills in the discipline being taught.
 - 5.17.1.3 Retraining in a new discipline. (This purpose shall receive highest priority when a program/discipline downsizing/ reduction is planned).
 - 5.17.1.4 Improvement of teaching skills.
 - 5.17.1.5 Development of programs and curriculum.
 - 5.17.1.6 Sabbatical leaves may be invoked for retraining by mutual consent of the District and the Association.
- 5.17.2 **Criteria:** The proposed plan must significantly relate to the college mission, the full-time bargaining Unit Member's assignment and/or should improve professional competence.
 - 5.17.2.1 **Eligibility List:** - The eligibility list shall be certified and distributed to the faculty prior to March 30 each year and each Unit Member shall be included on the list with an eligibility number. The Sabbatical Leave Review Committee shall meet no later than May 15 to select a Chairperson for the following year.
- 5.17.3 **Professional Development Categories**
 - 5.17.3.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.
 - 5.17.3.2 A special project or research problem planned with specific objectives.

- 5.17.3.3 Work experience program to study in Schools maintained by a business or industry for craftspeople or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific School or job offer shall be submitted with the proposal program, but may be submitted before the beginning of the leave.
- 5.17.3.4 **Travel:** Employees on Professional Development/Sabbatical Leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.
- 5.17.3.5 **Curriculum Planning:** A Professional Development/Sabbatical Leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.
- 5.17.3.6 **Other:** A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.

5.17.4 **Eligibility**

- 5.17.4.1 Preceding the granting of the leave, the applicant must have completed twelve (12) semesters of continuous faculty service in the District. A year of service is defined as a contract for more than sixty percent (60%) of the academic semester requirement.
- 5.17.4.2 The continuous twelve (12) semester requirement contained in 5.17.4.1 may be waived, by mutual consent of the District and the Association, where reduction/downsizing is imminent, and the need for immediate retraining exists. Unit Members under this section will be compensated at Step 8.
- 5.17.4.3 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.
- 5.17.4.4 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

- 5.17.5 **Length of Professional Development/Sabbatical Leave:** Professional Development/Sabbatical Leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the cognizant Vice President, a full year's leave may be taken

in two consecutive semesters of two (2) different academic years if the applicant can show a need for such an arrangement and the affected School concurs. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Committee pursuant to Section 5.17.10.1.1.

5.17.6 **Funding**

5.17.6.1 **Contributions**

5.17.6.1.1 Bargaining Unit Members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.

5.17.6.1.2 The Unit Member's contribution shall be the difference between his/her regular salary and benefits and his/ her sabbatical salary and benefits.

5.17.6.1.3 These reductions will be distributed over the whole year in the case of half-year leaves. The schedule of these reductions appears in Section 5.17.7.4.

5.17.6.2 Replacement costs of Unit Members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the Schools and departments affected.

5.17.7 **Compensation**

5.17.7.1 Bargaining Unit Members on Professional Development/ Sabbatical Leave shall not be compensated for any work they may perform for the District during the term of their Professional Development/Sabbatical Leave.

5.17.7.2 If the bargaining Unit Member has been on less than a full-time contract for the previous academic year, the Professional Development/Sabbatical Leave salary shall be calculated on the basis of the applicant's contract for the majority of the five (5) years prior to sabbatical.

5.17.7.3 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining Unit Member's placement on the Academic Salary Schedule for the year the leave is taken (range and class) and doctoral stipend, if any.

5.17.7.4 Bargaining Unit Members on Professional Development/ Sabbatical Leave shall be compensated according to the following schedule: The percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.

After six years of service: Full year 60%
Half year 80%

After seven years of service: Full year 65%
Half year 85%

After eight years of service: Full year 70%
Half year 90%

5.17.7.5 Any hours banked after January 1, 1998 may be used to defray the Unit Member's contribution to the cost of sabbatical leaves. Use Request for Utilizing Banked Overload Hours Form E (Appendix G).

5.17.8 **Service After Professional Development/Sabbatical Leave**

5.17.8.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. A leave of absence agreement must be executed as a condition of the leave. Sabbatical Leave of Absence Agreement, Form B (Appendix G).

5.17.8.2 At the expiration of the Professional Development/Sabbatical Leave, the bargaining Unit Member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.

5.17.9 **District Requirements:** The maximum number of full-time bargaining Unit Members absent for the Professional Development/Sabbatical Leave in a semester shall not exceed ten percent (10%) of faculty.

5.17.10 **Application Procedure:** A Forms Packet can be obtained from the Office of Academic Affairs.

5.17.10.1 **Notice of Intention:** Eligible bargaining Unit Members shall submit to the Vice President for Academic Affairs and the appropriate administrator a Notice of Intention Form A (Appendix G) which can be obtained from the Office of Academic Affairs to apply for Professional Development/Sabbatical Leave prior to October 1 of the academic year prior to the year for which leave is requested.

5.17.10.1.1 A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice President for Academic Affairs and the appropriate administrator no later than November 15 of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 5.17.1 (Purpose), 5.17.2 (Criteria), and 5.17.3 (Professional Development Categories). Professional Development/Sabbatical Application, Form C (Appendix G).

5.17.10.1.2 At least twenty (20) calendar days prior to the November 15 deadline, the applicant must meet with the Dean or appropriate administrator to discuss the proposal. The Dean or appropriate administrator must attach to the proposal the written approval or disapproval that must state how the proposal meets, or fails to meet, the criteria listed in 5.17.2 herein.

5.17.11 **Sabbatical Leave Review Committee**

5.17.11.1 **Composition:** The Sabbatical Leave Review Committee shall consist of the Academic Senate President, one (1) bargaining Unit Member named by the Academic Senate, two (2) bargaining Unit Members named by the Association, and four (4) Administrators, one of whom shall be the Vice President for Academic Affairs. No recipient from the prior year or the current applicant shall be a Member of the committee.

5.17.11.2 **Committee Procedures**

5.17.11.2.1 The Committee's first meeting shall be held before December 1 of each year. At least one (1) week prior to the Committee's first meeting, the Committee shall receive from the Academic Affairs Office a statement as to the costs and effect on programs of each application.

5.17.11.2.2 The purpose of the first meeting shall be:

- (a) To review leave reports from the previous year, including any recommendations from the Superintendent/President concerning those reports.
- (b) To review Professional Development/ Sabbatical Leave policy, as well as the Committee's procedures.
- (c) To determine whether any of the District's requirements defined in 5.17.9.1 are applicable, and if so, to notify concerned Schools of the need for adjustment.
- (d) To review the eligibility list.
- (e) To approve the applications as to form, content, adherence to Purpose (Section 5.17.1); Criteria (Section 5.17.2); Professional Development Categories (Section 5.17.3); and, District Requirements (Section 5.17.9).

- 5.17.11.2.3 If the application is not approved for reasons specified under 5.17.11.2.2, the Committee shall return it to the applicant with specific directions. Applications must be resubmitted within two (2) weeks. Failure to resubmit an application shall be grounds for denial of leave.
- 5.17.11.2.4 A second committee meeting shall be held within two weeks of the first meeting. The purpose of the second meeting shall be:
- (a) To consider leave projects that have been resubmitted.
 - (b) To review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected Schools or departments.
 - (c) To draft memos to inform concerned persons of the disposition of matters in (a) and (b) above.
- 5.17.11.2.5 Before the close of the fall semester, the Chairperson of the Sabbatical Leave Review Committee shall convene a meeting of the Chairperson, the Academic Senate President, an Association representative, and the Vice President for Academic Affairs. They will certify the final leave list and notify all applicants. Should the financing formula in sub-section 5.17.11.2.7 of this Agreement or the District's requirements, outlined above, require any leave postponements, those persons with lowest priority will be chosen according to first, leave seniority; second, college seniority; and finally, by lot. The Chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restriction outlined in this Article, the Vice President for Academic Affairs will notify them at the earliest possible time.
- 5.17.11.2.6 **Administrative Review:** The Vice President for Academic Affairs shall submit the Committee's recommendations to the Superintendent/President. He/She shall review the recommendations. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Committee, the Superintendent/President shall meet with the Chair of the Sabbatical Leave Review Committee prior to the February Governing Board meeting. The Superintendent/President shall forward the applications to the Governing Board.

5.17.11.2.7 **Approval by Governing Board:** The Governing Board shall act on the recommendations at the February Board meeting. The number of sabbatical leaves approved by the Board shall be determined as follows:

5.17.11.2.7.1 If the actual ending balance as reported in the most recent CCFS-311 formula exceeds ten (10) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed ten (10) percent of all full-time faculty members.

5.17.11.2.7.2 If the actual ending balance as reported in the most recent CCFS-311 form is between eight (8) percent and ten (10%) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed five (5) percent of all full-time faculty members.

5.17.11.2.7.3 If the actual ending balance as reported in the most recent CCFS-311 form is less than eight (8%) percent of that year's actual unrestricted expenditures, the approval of any sabbatical leaves is at the sole discretion of the Governing Board.

5.17.11.2.8 **Notification:** The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed in writing and shall be informed of the reasons for rejection of the application.

5.17.12 **Withdrawal, Postponement and Passing Leaves**

5.17.12.1 In the event that a leave is postponed for administrative reasons such as those described in 5.17.11.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year, unless the applicant is

at the highest step. The applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle. Postponements must be approved by the cognizant administrator and the Sabbatical Leave Review Committee.

5.17.12.2 Unit Members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (5.17.11.2.5), shall submit the proposal or an updated proposal for the following year. Approval by the Committee of the Unit Member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 5.17.13.

5.17.12.3 A Bargaining Unit Member who reaches the eighth (8) year leave step and passes the leave shall revert to the sixth (6) year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken.

5.17.12.4 Special circumstances may entitle a bargaining Unit Member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet on the eighth (8) step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Committee, by full vote, will determine eligibility for such postponements. This subsection and agreements created hereunder will expire on June 30, 2008.

5.17.13 **Revisions of Approved Professional Development Leave:** The approval of the Vice President for Academic Affairs and approval of the Sabbatical Leave Review Committee is required for any revision of an approved Professional Development/Sabbatical Leave.

5.17.14 **Reports:** Upon completion of a Professional Development/Sabbatical Leave, a bargaining Unit Member shall submit a written report to the Vice President for Academic Affairs prior to October 1 of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President for Academic Affairs, the Sabbatical Leave Review Committee shall review and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves. Guidelines for completing Sabbatical Leave reports, Form D, (Appendix G).

5.17.15 **Effect Upon Salary, Benefits and Retirement**

5.17.15.1 Professional Development/Sabbatical Leave shall constitute a year's service for salary increment purposes.

5.17.15.2 Sick leave will neither accumulate nor be charged against the Unit Member.

5.17.15.3 While on Professional Development/Sabbatical Leave, Unit Members will be eligible to receive health and welfare benefits.

The District's contributions will be prorated in accordance with Section 5.17.7.4 of this Article.

- 5.17.15.4 A Unit Member who has had Professional Development/Sabbatical Leave may, at the Unit Member's option, pay into the State Teachers' Retirement System (S.T.R.S.) the amount required by S.T.R.S. to receive full-time credit.

5.17.16 **Failure to Fulfill Professional Development/Sabbatical Leave Obligation**

- 5.17.16.1 In the event that the Unit Member fails to satisfactorily complete the leave program approved by the Governing Board, as determined by the District, the Unit Member shall be required to reimburse the District the cost of the leave.
- 5.17.16.2 In the event that the Unit Member fails to render service amounting to twice the term of the leave following his/her return from Professional Development/Sabbatical Leave, the Unit Member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.
- 5.17.16.3 Failure of a Unit Member to return and render service or to complete the scheduled leave program shall not result in reimbursement to the District if such failure is due to the Unit Member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the Unit Member's bonafide physical or mental disability.

ARTICLE VI: TENURE REVIEW AND FACULTY EVALUATION

- 6.1 Unit Members shall be evaluated in accordance with the policies and procedures and on the forms negotiated between the District and the Association. Adopted evaluation and tenure review policies and procedures are contained in a separate document, Tenure Review and Faculty Evaluation Manual, which can be obtained at the Human Resources Office or on-line in the Public Folders of Outlook under Tenure Review.
- 6.1.1 In accordance with the Tenure Review and Faculty Evaluation Manual, full-time Unit Members shall perform duties outside the classroom such as, but not limited to, the following: developing curriculum in their disciplines, and/or participating in Program Review, and/or conducting peer evaluations, and/or serving on departmental and District-wide committees.

ARTICLE VII: SALARIES

7.1 PAY SCHEDULE

- 7.1.1 Effective January 1, 2007, Appendix B, the ten (10) month and eleven (11) month Academic Contract Salary Schedules, the Salary Schedule for Academic Part-Time/Overload Service and the Salary Schedule for Academic Part-Time Equity Teaching Assignments Fall/Spring Semesters only, shall be increased by seven percent (7%).
- 7.1.2 Effective July 1, 2007, all Academic Salary Schedules in Appendix B shall be increased by the approved and funded Cost of Living Adjustment (COLA) applied to the general fund revenue limit as determined by the state's annual budget act for fiscal year 2007-08.
- 7.1.3 Ten (10) and eleven (11) month contract Unit Members will be paid on either ten (10) or eleven (11) month basis, depending upon their months of assignment. The Human Resources Office will advise each Unit Member of pay options available under current county regulations and credit union services by the first day of service each fall semester. Unit Members employed on the Part-time Salary Schedule will be paid on a time schedule established by the Human Resources Office. Salary warrants shall be issued according to the rules and regulations of the San Diego County Board of Education.
- 7.1.4 Unit Members possessing a doctorate degree shall receive a stipend of \$2,000 annually.

7.2 CONTRACT SALARY SCHEDULE CLASS PLACEMENT AND RECLASSIFICATION

- 7.2.1 Initial class placement or reclassification on the salary schedule shall be based upon a Unit Member meeting the educational requirements identified on the salary schedules in Appendix B.
- 7.2.2 **Acceptable Units and Degrees:** In determining the initial class placement or reclassification, only units and degrees earned from an accredited institution of higher education will be accepted. To be accredited, an institution must be certified as accredited by a regional accreditation commission. Exceptions to this will be institutions where provision for regional accreditation is not available, in which case the cognizant Vice President will recommend approval or disapproval of the units or degree to the Superintendent/President. The decision of the cognizant Vice President may be appealed under Section 7.4 of this Agreement.

For initial salary class placement and reclassification, only degrees earned, which by District determination are related to the Unit Member's current or anticipated assignment, will be accepted. The degree will be considered earned after the District receives an official letter certifying that all of the requirements for the degree have been completed, and the date when the degree will be awarded from the Registrar or appropriate administrator from the institution from which the degree was earned.

Courses not designated as upper division or graduate completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

Lower division courses completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

7.2.3

Alternate Salary Reclassification Policy and Procedures

- 7.2.3.1 Horizontal salary advancement units of credit will be granted, in lieu of course credit, for approved faculty proposals.
- 7.2.3.2 Proposals must be submitted to the cognizant Vice President on forms provided by the District and that provide information in narrative form about the following: (1) number of units requested; (2) nature of the project; (3) benefit to the student, instructor and college; (4) applicability to the subject area in which the Unit Member is teaching or anticipates teaching; (5) procedures for implementing the project; (6) expected beginning and ending dates and anticipated number of hours needed to complete the project; (7) form of the final report to the Salary Evaluation Appeals Committee.
- 7.2.3.3 The proposal shall be reviewed by the cognizant Vice President and the S.C.E.A. President. Both parties must agree for the project to be approved. If the cognizant Vice President and the S.C.E.A. President do not agree, the project proposal shall be submitted to a committee composed of two (2) members appointed by the Association and two (2) members appointed by the District. A majority vote of approval by this committee shall be needed to approve the proposal.
- 7.2.3.4 A maximum of six (6) units earned under this procedure may be applied to any class of the regular salary schedule for horizontal advancement.

7.2.4

Reclassification Procedures

- 7.2.4.1 (A) Accredited college or university courses, including extension courses, that are specified as upper division or graduate courses on transcripts, are automatically acceptable for reclassification if they meet one of the following conditions:
 - (1) Courses taken from a school of education or courses which have an education designator; (2) Courses related to the Unit Member's established Faculty Service Area (FSA) or future assignments as anticipated by the Contract.
- (B) Courses and/or professional development activities not designated as upper division or graduate may be used for reclassification with approval of the cognizant Vice President. When such approval is required, it shall be based upon the following criteria:
 - (1) In-service courses and/or professional development activities developed and sponsored by the District, approved by the cognizant Vice President, and offered for professional growth of the staff, shall be acceptable if designated as "hurdle credit" by the Staff Development Committee. (2) Courses and/or professional development activities that directly relate to the Unit Member's assignment; shall be acceptable if their content can be

applied to student learning, programs, and/or college operations. To make this evident, the faculty member shall demonstrate that the content of the activity was, is being, or will be shared with colleagues, applied in the classroom, and/or used in college operations or programs within the duties of the faculty member.

- (C) To earn credit for attendance at a multi-session or multi-day conference, or similar activity, each session for which hurdle credit is requested shall be subject to the product requirement of 7.2.4.1 (B)(2) above.
- (D) When credit for presenting at a conference or similar activity is approved, it shall be awarded at a rate of “two times the number of hours of the session” to acknowledge the preparation time as well as the presentation time.

7.2.4.2 All course work to be used for reclassification must be completed prior to the beginning of the semester in which the Unit Member is reclassified. To be effective for the entire semester, the Unit Member must complete the reclassification procedures no later than September 22 to be eligible for reclassification for the fall semester, and February 22 for reclassification for the spring semester. Requests received after these dates will not become effective until the following fall or spring semester.

Unit Members shall verify class advancement course credit by filing with the Human Resources Office an official grade report or an official letter or an official transcript from the accredited institution. It is the Unit Member's responsibility to request course work verification not later than two weeks prior to the deadline date for reclassification. A copy of the request for verification shall be provided to the Human Resources Office. The deadline for reclassification shall be assumed to have been met if the Human Resources Office receives the verification of completed course work after the deadline date if the Unit Member has fulfilled all of the requirements of this section, and the delay was due to circumstances beyond the Unit Member's control.

7.3 **CONTRACT SALARY SCHEDULE INITIAL STEP PLACEMENT AND ADVANCEMENT**

7.3.1 **Teaching Experience:** Maximum initial placement shall be no higher than Step 6 of the appropriate class. Initial step placement on the salary schedule shall be determined by previous teaching and/or related work experience.

7.3.1.1 For teaching in an accredited college or university in the subject area for which the Unit Member is being employed, year-for-year previous service shall be granted up to a maximum initial placement of Step 6.

7.3.1.2 Only hours of paid work experience directly related to teaching assignments shall be counted toward advanced placement. The following schedule shall be used to determine credit for previous work experience and teaching experience other than teaching experience credited under 7.3.1.1:

- Step 1 - No previous experience
- Step 2 - One year's previous experience
- Step 3 - Two or three years' previous experience
- Step 4 - Four or five years' previous experience
- Step 5 - Six or seven years' previous experience
- Step 6 - Eight or more years' previous experience

7.3.2 **Salary Schedule Step Advancement**

- 7.3.2.1 A Unit Member shall be advanced one step on the salary schedule for each year of satisfactory full-time service until the maximum of the annual steps in his/her class is reached. A year of full-time service is defined as contract service for seventy-five percent (75%) or more of the number of hours considered as a full-time assignment. The Unit Members serving on less than seventy-five percent (75%) of a full-time contract shall be granted an increment for each two (2) years of satisfactory service.
 - 7.3.2.1.1 A Unit Member who receives an overall summary evaluation rating that is less than satisfactory shall remain on his/her current salary step.
 - 7.3.2.1.2 If, during a subsequent evaluation, the less-than satisfactory rating improves to satisfactory, the Unit Member shall be advanced to the step on the salary schedule on which he/she would have been placed if a less-than-satisfactory rating had not occurred and shall be paid retroactively from the date the increased salary would have originally been received.
- 7.3.2.2 Effective July 1, 2007, a Unit Member will advance from Step 16 to Merit Increment A, or from Merit Increment A to Merit Increment B, or from Merit Increment B to Merit Increment C if he/she has completed the equivalent of three (3) years of full-time service on the maximum of salary Classes I and above, and has a satisfactory evaluation during the last evaluation year.

7.4 **SALARY EVALUATION APPEALS COMMITTEE**

- 7.4.1 The Salary Evaluation Appeals Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District.
- 7.4.2 The purpose of the committee shall be to hear and rule on appeals of decisions regarding either the initial placement of a Unit Member on the salary schedule, or the disallowance of a course or project proposal to be used for salary reclassification.
- 7.4.3 For an appeal to be heard by the committee, a bargaining Unit Member shall file the appeal in writing within fifteen (15) working days of receipt of the written decision which is being appealed. If a timely appeal is not filed, the decision of the District shall become final and binding upon both parties. The written appeal shall be filed in the office of the Vice President for Human Resources. The committee shall notify the bargaining Unit Member of its decision within fifteen (15) working days of receiving the appeal.

7.4.4 It requires the affirmative vote of three (3) or more members of the committee to overturn a decision that has been appealed to the committee.

7.5 **PART-TIME SALARY SCHEDULE**

7.5.1 Full-time Unit Members teaching overload, summer session instructors and paid substitutes shall be paid in accordance with the Salary Schedule for Academic Part-time/Overload Service (Appendix B).

7.5.2 Part-time Unit Members shall be paid in accordance with the Salary Schedule for Academic Part-Time Equity Teaching Assignments Fall/Spring Semesters Only (Appendix B), during those terms. Summer session shall be paid per section 7.5.1. This salary schedule will have one (1) row, Class D, added to the salary schedule and will be effective July 1, 2007.

7.5.3 When requested by the Dean to represent the District, the Unit Member shall suffer no loss of overload pay.

7.6 **EXTRA PAY ASSIGNMENTS**

7.6.1 Unit Members who volunteer for designated extra pay assignments shall receive additional compensation in accordance with the Extra Pay Assignment Schedule attached to this Agreement (Appendix B). Unless a Unit Member volunteers for such an assignment, such assignments shall be made in areas consistent only with a Unit Member's expertise and knowledge. ASO recognized club advisors shall be compensated with a stipend of \$1,250.00 per semester, with relevant job descriptions for the club advisors to be those set forth in the Associated Student Organization (ASO) Handbook.

7.6.2 Bargaining Unit Members assigned to coach within the intercollegiate athletic program shall receive additional compensation in accordance with the following provisions:

7.6.2.1 On-staff Head Coaches shall receive the following compensation:

7.6.2.1.1 The Coach shall be employed as an eleven (11) month employee in accordance with the provision of Article IV, sub-section 4.1.2.

7.6.2.1.2 The Coach shall be scheduled for a total of ten (10) hours, or 8 LHE of reassigned time, during the season of the sport.

7.6.2.2 Off-staff Head Coaches shall be compensated at an amount equal to twenty-two percent (22%) of the annual salary of Class I, Step III of the contract employee salary schedule.

7.6.2.3 Assistant Coaches shall receive the following compensation:

7.6.2.3.1 The Coach shall be compensated at an amount equal to ten percent (10%) of the annual salary of Class I, Step III of the contract employee salary schedule. On-staff Assistant Coaches shall receive the following release time during the semester of assignment: Football - six (6) hours (4.8 LHE); all other sports - four (4) hours (3.2

LHE).

7.6.3 Any one-time off-the-schedule payments shall not apply to extra pay assignments.

7.7 **SUBSTITUTION/OVERLOAD**

7.7.1 Unit Members who serve as paid substitutes shall be paid at the rate established on the Salary Schedule for Academic Part-time/Overload Service.

7.7.2 For Unit Members to qualify for substitute pay, the hours claimed must be in addition to their scheduled responsibilities. Scheduled responsibilities may be modified by mutual agreement between the instructor and his/her Dean to facilitate substitution.

7.7.3 Any Unit Member evaluated as Improvement Needed or Unsatisfactory shall not be eligible for an overload assignment until the Unit Member receives a subsequent Satisfactory evaluation.

7.8 **REDUCED FACULTY SERVICE**

7.8.1 Qualified full-time bargaining Unit Members may apply for and shall be granted a reduced workload and maintain full-time retirement credit in accordance with Education Code Section 87483 as amended. Any further amendments to Education Code Section 87483 shall be incorporated into Section 7.8 of this Agreement.

7.8.2 Unit Members serving under the reduced faculty service program shall be granted annual increments in accordance with Article VII of this Agreement without regard to the percentage of service provisions of Sub-section 7.3.2.1.

7.9 **VOLUNTARY EARLY RETIREMENT CONTINUATION OF SERVICE:** Full-time Unit Members who meet the qualifications specified in Section 7.9.1 below shall be eligible for the Continuation of Service Program as outlined in 7.9.3 below.

7.9.1 **Qualification Requirements**

7.9.1.1 Satisfactory service in the Southwestern Community College District for a minimum of fifteen (15) years of full-time faculty service.

7.9.1.2 Must have reached the age of fifty-five (55) on or before June 30 of the college year preceding retirement.

7.9.1.3 Persons under the program must meet the qualifications for type of service approved.

7.9.2 **Application Procedures**

7.9.2.1 Applications must be submitted in writing during the last year of service and received by the Vice President for Human Resources prior to April 1 for June retirees or October 15 for December retirees. The application must specify the number of years being requested, the preferred dates of service, and the specified faculty assignment desired.

- 7.9.2.2 The applications of all applicants who meet the qualifications shall be referred to the Voluntary Early Retirement Committee.
- 7.9.2.3 The Voluntary Early Retirement Committee shall be composed of the Vice President of the area, the Vice President for Fiscal Affairs, and one member other than the applicant, appointed by the Association. For initial applications, the duties of the committee shall be: (1) Review all applications and recommend approval or disapproval to the Superintendent/ President; (2) Prepare a cost projection for each application; (3) recommend the specified assignment and the dates on duty for the first year of service. For application renewals, the Voluntary Early Retirement Committee shall: (1) Evaluate the past year's performance of the Unit Member requesting renewal; (2) Recommend to the Superintendent/President the continuance or discontinuance of the program; and (3) Establish the dates on duty and the service to be rendered by each participant recommended for continuance.
- 7.9.2.4 All committee recommendations shall be in writing, and a copy shall be provided by the committee to the applicant.
- 7.9.2.5 Those applications recommended by the committee and by the Superintendent/President for approval shall be recommended to the Governing Board for final approval prior to May 15 for June retirees or December 15 for December retirees.
- 7.9.2.6 Upon approval by the Governing Board, the District and the Unit Member shall enter into a written agreement which will stipulate the conditions of the assignment, the dates on duty for the first year, and the salary to be paid to the Unit Member. This Agreement shall be signed by the Unit Member and the Superintendent/President.

7.9.3 **Continuation of Service Program Agreement**

- 7.9.3.1 The Continuation of Service Agreement shall be for a maximum period of seven (7) years.
- 7.9.3.2 This Agreement is subject to annual renewal at the option of the Unit Member. The annual request for renewal shall be submitted in writing to the District no later than April 1 of the year preceding the year of requested service.
- 7.9.3.3 Participants will be annually evaluated by the Voluntary Early Retirement Committee, and those evaluations less than satisfactory may be denied renewal option if so recommended by the committee, and approved by the Superintendent/President.
- 7.9.3.4 Persons approved shall serve in a faculty position based on a ten (10) month or 11 month assignment for up to twenty percent (20%) of a full-time load, or six LHEs. Non-teaching faculty members shall serve up to twenty percent (20%) of a full-time load which is equal to two hundred twenty eight (228) hours.
 - 7.9.3.4.1 These assignments may take place in one (1)

semester of the academic year or may be spread over two (2) semesters. Assignments may also take place during the summer session.

7.9.3.5 The salary for this service will be based on the Unit Member's last placement on the appropriate salary schedule computed on each year's current salary schedule or the maximum allowed by S.T.R.S., whichever is less. The S.T.R.S. maximum applies to all earnings from any public School district and therefore the District must be notified of any employment with any other district including services paid as a substitute.

7.9.3.5.1 Any portion of an assignment that exceeds twenty percent (20%) of a full-time load for teaching faculty or two hundred twenty eight (228) hours for non-teaching faculty will be paid at the appropriate overload salary schedule rate.

7.9.3.6 Unit Members under this plan shall be required to be on campus on a prorated basis in accordance with the workload provision of this Agreement.

7.9.3.7 Any Governing Board controlled future changes in Section 7.11 of this Agreement shall not reduce any benefits for those retired Unit Members in the program at the time of the change.

7.9.3.8 Illness leave shall be granted participants in this program in the following amount: (1) Participants who are required to be on duty for thirty-five (35) days shall be granted each year one (1) day of non-accumulative illness absence leave; (2) Participants who have a teaching assignment shall be granted non-accumulative illness absence leave in an amount equal to the illness absence leave provided for part-time instructors teaching in the same semester or session in which the program participant is teaching. Illness leave under this section may only be used in the case of personal illness of the participant in the program.

7.10 **MILEAGE**

7.10.1 Any Unit Member required with written authorization from the Dean to use his/her vehicle on District business shall be reimbursed at the current I.R.S. established rate for all miles driven on behalf of the District.

7.10.2 Any Unit Member having annual contract duty at two (2) sites in a single day will be reimbursed mileage in excess of that normally traveled in accordance with regulations listed on the mileage form (Appendix F).

7.11 **A.P.P.L.E. RETIREMENT PLAN**

7.11.1 Effective for all wages paid on or after July 1, 1991, the Accumulation Program for Part-time and Limited-Service Employees (A.P.P.L.E.) will be adopted as the retirement program for part-time and temporary Academic employees of the District.

7.11.2 A.P.P.L.E. is provided as the Qualifying Retirement System to preclude mandated membership in Social Security, thus meeting the federal requirements of Section

11332 of the Omnibus Budget Reconciliation Act and Section 3121(b)(7)(F) of the Internal Revenue Code.

7.11.3

Each affected employee and the District shall equally share and share-alike in the contribution rate established for the plan, and the District shall be held harmless from liability in the event the employee fails to receive full retirement benefits.

ARTICLE VIII: HEALTH AND WELFARE BENEFITS

FULL-TIME FACULTY

8.1 Effective January 1, 2005, the minimum District contribution to the health and welfare benefit package for full-time faculty members is five thousand two hundred dollars (\$5,200) per year. For faculty members who require additional funds (to pay for health and dental for themselves, their spouse or registered domestic partner and legal dependents, and mandatory life insurance for themselves), the following District contribution will be made to augment the \$5,200 base level for those faculty members who opt into the plan:

8.1.1 The District will contribute up to \$800,000 to the employee Health and Welfare Plan.

The amount to be distributed to full-time faculty will be no less than the proportion of out-of-pocket costs incurred by the full-time faculty relative to the out-of-pocket costs incurred by all employees receiving the District's contributions to the Health and Welfare Plan.

The additional proportional full-time faculty funds will be distributed to those full-time faculty members who incur health and welfare out-of-pocket expenses. The additional funds may be used only for health and dental premium expenses for the full-time faculty member, his or her spouse or registered domestic partner, and his or her legal dependents.

8.1.1.1 The maximum District contribution for medical benefits will be no greater than the highest HMO selection based on their dependent status (employee, employee and one, employee and two). The employee must pay the difference.

8.1.2 Opt-in and opt-out requirements:

8.1.2.1 Full-time faculty who are hired before January 1, 2005 will be able to opt out of the District Health and Welfare Plan; however, the maximum District contribution to the health and welfare benefit package for full-time faculty who opt out will cap at five thousand two hundred dollars (\$5,200) per year.

Full-time faculty who are hired after January 1, 2005 will not be able to opt out of the District Health and Welfare Plan.

8.1.2.2 A full-time faculty member who opts into a District plan may not opt-out after the close of the 2006 open-enrollment period.

8.1.2.3 A full-time faculty member who currently is opted out of the District plan must provide the District with annual proof of personal health insurance.

RESIDUAL FUNDS

8.1.2.4 Full-time faculty who are hired after January 1, 2005 will not receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

Residual funds are defined as those moneys left over from the District contribution of five thousand two hundred dollars

(\$5,200) after the full-time faculty member has selected his/her health, dental, and mandatory life insurance coverage.

8.1.2.5 Full-time faculty who are hired before January 1, 2005 will continue to be eligible to receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

8.1.3 The starting point for future Health and Welfare negotiations will be the base amount as delineated in Section 8.1. For the purposes of future negotiations, the full-time faculty will not return to the previous level of only \$5,200 District contribution.

8.2 A contract or regular Unit Member with less than a full-time assignment shall receive the health and welfare benefits in the same proportion that his/her teaching load is to a full-time teaching load.

PART-TIME FACULTY

8.3 Upon approval and acceptance by the Kaiser Health Plan, Inc., any part-time Unit Member and his/her dependents, at the Unit Member's option, may participate, at no additional cost to the District, through payroll deduction.

8.3.1 Bargaining Unit Members who teach part-time for the District shall be eligible for medical insurance provided by the Kaiser Foundation Health Plan in accordance with the following conditions:

8.3.1.1 To be eligible for this employee-only benefit, the part-time employee must meet all of the following requirements:

8.3.1.1.1 Be assigned to render Academic service to the District during the semester in which he/she applies for this benefit.

8.3.1.1.2 To be eligible, the Unit Member must be scheduled to work in both the semester in which he or she applies and the following semester.

8.3.1.1.3 Make application on a form and within the timelines prescribed by the District.

8.3.1.2 Bargaining Unit Members who teach part-time for the District shall not be eligible for medical insurance under the following conditions:

8.3.1.2.1 If the Unit Member has full-time employment elsewhere or is retired from another position.

8.3.1.2.2 If the Unit Member has medical benefits available either through other employment or through dependant status on someone else's policy.

8.3.1.3 If Kaiser does not approve the Unit Member's application for Membership, the District is not obligated to provide alternative coverage.

- 8.3.1.4 Benefit payments shall be prorated as follows:
- 8.3.1.4.1 To be eligible during any one (1) year, the Unit Member must be scheduled to teach in the fall semester.
 - 8.3.1.4.2 Upon hire, the Unit Member must elect to participate in the Kaiser Plan for one (1) year.
 - 8.3.1.4.3 The District shall pay a share of the part-time faculty member's premium that is equal to the percentage of a full-time load that the part-time faculty member is working in the fall and/or spring semester. The part-time faculty member shall pay the remaining balance of the premium including the entire additional premium of any elected dependent coverage to the District of the medical insurance premiums in five (5) equal payments in the fall and/or spring semester.
 - 8.3.1.4.4 If the Unit Member does not have a teaching assignment with the District in the spring semester, the medical coverage may be continued at no cost to the District with premiums paid in full by the Unit Member, pursuant to the California Continuation Benefits Replacement Act (COBRA).
 - 8.3.1.4.5 If the Unit Member drops the insurance coverage or is dropped by the Kaiser Plan, the District shall have no responsibility for payments of premiums.
 - 8.3.1.4.6 The District reserves the right to require verification of any or all of the conditions described above.

RETIREMENT

- 8.4 The District agrees to continue to provide financial support for medical and/or dental insurance coverage for all full-time Academic Unit Members who retire after July 1, 1988, and in accordance with the following provisions:
- 8.4.1 To be eligible for this retirement benefit, a Unit Member must have completed a minimum of fifteen (15) years of full-time satisfactory service to the District and have reached the age of fifty-five (55) in the year of application.
 - 8.4.2 A Unit Member who meets the longevity and age requirements, and who elects to receive this benefit, shall be granted the sum of up to one thousand dollars (\$1,000.00) for the life of the retiree annually, or fifty percent (50%) of the employee's medical benefit cost if selected from the District's benefit plan, whichever is the larger amount, which shall be used to help defray the costs of health and/or dental insurance for the retired Unit Member. If an employee requests to continue participating in the District's program, the money provided shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member.
 - 8.4.3 Prior to the time of retirement, a Unit Member may request, in writing, to the

Human Resources Office, that he/she wishes to continue to participate in the District's medical and/or dental insurance programs which are offered to currently employed Unit Members. If an employee requests to continue participating in the District's program, the money provided under 8.4.2 shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member. If a Unit Member does not elect to participate in the medical and/or dental plan at the time of retirement, the Unit Member cannot request to participate at a later date. Participation in the District's health and/or dental plan shall be subject to the terms prescribed by the health and/or dental plan insurance providers.

- 8.4.4 If a retired Unit Member does not request to participate in the District's health and/or dental plan as provided under 8.4.3, or subsequently drops the plan, the District shall annually pay to the retired employee the benefit provided under 8.4.2, upon verification by the employee of annual medical and/or dental insurance benefit costs for the retired Unit Member in an amount equal to or in excess of the benefit provided in 8.4.2.
- 8.4.5 A Unit Member may elect to continue to include a spouse, at the expense of the Unit Member, in the District's health plan, as long as the retired Unit Member is also participating in the District's health plan.
- 8.4.6 A surviving spouse who was participating in the District's health plan at the time of the Unit Member's death may continue to participate in the District's health plan at his/her own expense after the death of the retired Unit Member. The District will pay ninety (90) days or three (3) months of the premium with the amount not to exceed two hundred fifty dollars (\$250.00).
- 8.4.7 If a retired Unit Member moves out of the service area of District health providers, the retired Unit Member shall be reimbursed up to fifty percent (50%) of the current average District cost for active Members, or one-thousand dollars (\$1,000) per year, whichever is greater, limited to verified medical coverage costs paid by the member.
- 8.5 A committee consisting of three (3) members appointed by the Association, three (3) members appointed by the District, and equal numbers from all other representative and non-representative employee groups, shall convene annually to recommend the list of specific health and welfare offerings from which the bargaining Unit Members may choose, to the Association and the District.
- 8.6 A Section 125 pretax flexible benefits plan shall be added to the College's health and welfare benefit package, subject to Internal Revenue Service limitations.
- 8.7 Selections shall be made in the manner prescribed and on the form attached to this Agreement (Appendix E).

ARTICLE IX: CLASS SIZE

9.1 DEFINITION

- 9.1.1 **Single-Section Class:** A single section class is defined as a course of which only one (1) section has been scheduled to be offered during a semester or the summer period between semesters.
- 9.1.2 **Class Maximum:** Class maximum is defined as the largest number of students that may be registered into a course without the authorization of the instructor.
- 9.1.3 **Class Minimum:** Class minimum is defined as an established percentage of the class maximum rounded to the next highest whole number.
- 9.1.4 **Overlay Classes:** An overlay class is defined as a class that is scheduled to meet at the same time and place and with the same instructor as one or more other classes. The District may overlay any courses that have previously been overlaid; however, no classes may be overlaid without the consent of the instructor responsible.
- 9.1.5 **Team-Teaching:** Team-teaching is defined as two (2) or more Academic instructors jointly assigned to teach the same class in the same room at the same time. Team-teaching classes may be utilized only with the permission of the responsible instructors.
- 9.1.6 **Learning Communities:** Learning communities are two or more classes that are linked together by a common theme. The classes are taught by two different instructors; however, the same students should be registered for both classes. The enrollment roster of one should be identical to the enrollment roster of the other. The instructors link the content of the courses through common themes and concepts.
- 9.1.7 For purposes of Section 9.2 of this Agreement, classes conducted during the day program and during the evening program shall be considered separate entities. Any class which begins after 4:30 p.m. shall be assigned to the evening program.

9.2 CLASS CANCELLATIONS

- 9.2.1 At the discretion of the Dean any section of a course may be canceled prior to the beginning of Registration.
- 9.2.2 Any section of a course may be canceled at the discretion of the Dean in consultation with the Vice President of Academic Affairs until the last day of the add period. Whenever feasible, the Dean and the Department Chair will consult on the cancellation prior to making a final decision.
- A single-section class reaching fifty-five percent (55%) of the agreed upon maximum for that class shall not be cancelled. At the Dean's discretion, a single-section class with less than fifty-five percent (55%) may remain open.
- 9.2.3 No classes shall be canceled by the District after the end of the add period.
- 9.2.4 Extension and late starting classes may be canceled at the end of the Registration period for that class.

- 9.2.5 Regional Occupational Program (R.O.P.) classes offered by the District shall be exempt from this section of the Agreement and may be canceled subject to the rules and regulations of the San Diego County Department of Education.
- 9.2.6 The District shall have the right to reassign Unit Members to other courses in order to maintain the Members' full teaching load.

9.3 **CLASS MAXIMUMS**

- 9.3.1 The District and the Association agree to maintain class maximums at the level approved by the Curriculum Committee. The recognized class maximum is determined on the course outline as approved by the Curriculum Committee.
- 9.3.1.1 Class maximums at the Chula Vista Campus apply to courses offered at the off-campus sites unless circumstances and space/facilities at the off-campus sites make that impossible, in which case the Vice President for Academic Affairs and the cognizant Dean of the offsite location will jointly make adjustments in the maximums as needed.
- 9.3.1.2 Class maximums of newly proposed courses or courses submitted for modification shall be established by a consensus agreement between the full-time Unit Members teaching in the subject area in which the course is being offered and the Dean. The consensus agreement shall be among those present at a meeting called by the Dean for the purpose of establishing the class maximum. The Dean shall notify the Unit Members of the committee five (5) working days before the meeting.
- 9.3.1.3 If consensus agreement for these newly proposed courses or courses submitted for modification is not obtained, the class will be referred to a committee made up of two (2) members appointed by the Association, and two (2) members appointed by the District. The maximum for the new class will be established by an agreement among any three (3) members of the committee.
- 9.3.1.4 If the committee fails to establish a class maximum, the maximum shall be established by the District. When establishing the maximum, the District shall take into consideration such factors as the maximum of similar classes, the instructional methods proposed for the course, and facility or equipment limitations.
- 9.3.1.5 The class size for all learning community linked classes described in 9.1.6 will reflect the lower class maximum of the courses in the learning community. This can be increased by mutual agreement of the faculty in the linked classes.
- 9.3.2 For classes meeting more than once each week, a Unit Member shall be required to accept students up to the class maximum throughout the add period.

For classes meeting once each week, a Unit Member shall be required to accept students up to the class maximum during the first two (2) class meetings or throughout the add period, whichever is longer. A Unit Member may accept students during the third class meeting. For the purposes of this section, a week is defined as six (6) consecutive instructional days inclusive of Saturday.

- 9.3.3 The class maximum for an overlay class shall be the average of the class maximums of the classes involved.
- 9.3.4 Class maximums may be modified to reflect changes in teaching methodology or curriculum revisions. Modifying an existing class maximum requires all of the following:
- 9.3.4.1 A majority vote by secret ballot of the full-time members in the discipline who are eligible to teach the class. The Dean shall make a reasonable effort to contact eligible faculty members who are on an approved leave so that they can vote;
 - 9.3.4.2 Approval of the Dean and the Vice President for Academic Affairs.
- 9.3.5 If any Unit Member voluntarily enrolls students in any class in excess of five percent (5%) of the class maximum, as determined on the first census report, the District shall take the following action:
- The District and the Association shall jointly notify the Unit Member, in writing, that he/she is in violation of the agreement existing between the Association and the District, and that in the future, the Unit Member will be expected to conform with the provisions of the agreement.
- The District shall provide the Association a copy of any written notice required under section 9.3.5.

ARTICLE X: TRANSFERS

10.1 **DEFINITION:** A transfer is defined as a reassignment of a full-time Unit Member from one School, division or site to another and/or from the Chula Vista Campus to an extension site and/or from an extension site to the Chula Vista Campus or another extension site. Assigning a Unit Member to teach fifty-percent (50%) or more of his/her load outside the School, division or site to which he/she is primarily assigned constitutes a transfer. Unit Members required to work more than fifty-percent (50%) outside their past School, division or site because of a structural reorganization by the District shall constitute a transfer.

10.2 INVOLUNTARY SITE TRANSFERS

10.2.1 Transfers of tenured or tenure-track Unit Members to an extension site may be initiated by the District whenever such transfer is necessary to avoid a reduction in faculty positions or workloads, to accommodate space limitations due to increased enrollments, or to maintain or expand programs and services. The following faculty members will not be transferred involuntarily: Academic Senate officers including the President, President-Elect, Vice President, and Secretary; S.C.E.A. officers including the President, Vice President, Secretary, Treasurer, Grievance Chair, and members of the Negotiating Team; the Tenure Review Coordinator; and Department Chairs.

10.2.2 Transfers to an extension site shall be made so there is a minimum of disruption to projects, committee work, and student activities and shall be rotated equally among all Unit Members who meet the qualifications for teaching or working in that discipline. During the period of transfer, the Unit Member's regular office will be retained by the Unit Member.

10.2.3 The Department Chair shall make every attempt to solicit volunteers for an involuntary transfer. If there are no volunteers, a rotation schedule will be established based upon reverse order of seniority of tenured faculty members. No rotation shall exceed one (1) year per person.

10.2.4 A Unit Member affected by such transfer shall be given prior written notice, and a conference will be held between the Dean, the Department Chair and the Unit Member in order to discuss the transfer.

10.2.4.1 If a Unit Member believes there are extenuating circumstances which preclude an involuntary transfer, he/she will attempt to work out an exchange in the rotation with other members of the department. If this is unsuccessful, the Unit Member shall meet with the Dean for a decision.

10.2.4.2 If the Dean's decision is unacceptable to the Unit Member, he/she may appeal the decision to the Involuntary Transfer Review Committee. This committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District.

10.2.4.3 It requires the affirmative vote of three (3) or more members of the committee to overturn a decision that has been appealed. The decision of the Involuntary Transfer Review Committee is not subject to the grievance process in Article XII of this Agreement.

10.2.5 Unit Members teaching overload and part-time may be assigned to any on or off-campus site, depending upon the needs of the instructional program as determined by the Unit Member's Dean. All Unit Members will receive the standard mileage allowance when teaching or working at more than one District facility.

10.3 **TRANSFERS BETWEEN SCHOOLS**

10.3.1 Prior to transferring a tenured or tenure-track Unit Member from one School to another, the District administrator responsible for making the decision shall seek concurrence from the Unit Member being transferred and the School administrators from the Schools involved. The School administrators from the Schools involved will review the proposed transfer with the faculty members within the Schools affected. Involuntary transfers shall not be made for arbitrary or capricious reasons.

10.3.2 Prior to the decision to transfer becoming final, the District administrator responsible for approving the transfer shall notify in writing the Association and the Unit Member of the decision and the rationale for the proposed transfer.

ARTICLE XI: SAFETY CONDITIONS

- 11.1 California CAL-OSHA shall govern safety conditions within the District.
- 11.2 Any correspondence resulting from an OSHA examination or safety audit of Southwestern Community College District facilities shall be provided to the Association within five (5) working days of receipt in the office of the Safety Officer.
- 11.3 The District shall investigate whether it shall be feasible to expand the existing committee on workplace safety (in which classified employees participate) to monitor faculty and administration concerns about workplace safety in addition to its present tasks.

ARTICLE XII: GRIEVANCES

12.1 GENERAL PROVISIONS

- 12.1.1 A grievance is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.
- 12.1.1.1 A grievant is the Association or Member of the Unit covered by the terms of this Agreement.
- 12.1.1.2 A day is a day in which the central administrative office of the District is regularly open for business, excluding spring, winter and summer recess periods.
- 12.1.2 **Failure to meet time limits:** If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the expiration of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 12.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- 12.1.3 **Association Representation:** The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.
- 12.1.4 **Release Time:** Grievance meetings will normally be scheduled so as not to conflict with classroom duties. If this is not possible, the Association shall use release time provided under Article III: Association Rights, for the purposes of processing the grievance.
- 12.1.5 **No Reprisal:** There shall be no reprisal against the Unit Member for filing a grievance or assisting a grievant in this procedure.
- 12.1.6 **Grievance Files:** The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure, which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

12.2 GRIEVANCE PROCEDURE

- 12.2.1 **Level I**
- 12.2.1.1 Within fifteen (15) working days of the time an employee knew or should have known of the occurrence of an alleged grievance, the Unit Member shall discuss with the immediate supervisor the alleged grievance.

12.2.1.2 If a satisfactory resolution is not reached within two (2) days of the discussion, the grievant shall present, within three (3) days thereafter, on the grievance form, attached hereto as Appendix C, the grievance in writing to the next higher designated administrator or designee.

12.2.1.3 The next higher administrator or designee shall communicate the decision to the Unit Member in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

12.2.2 **Level II**

12.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the Superintendent/President, or his/her designee, within five (5) days.

12.2.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.

12.2.2.3 The Superintendent/President, or his/her designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

12.2.3 **Level III**

12.2.3.1 Prior to submission of a grievance to binding arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

12.2.4 **Level IV: Binding Arbitration effective January 1, 2002**

12.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 12.2.3, if utilized, has not resulted in a settlement, the Faculty Association shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten days after receiving the decision in Level II, or within ten days after the mediation session is held pursuant to 12.2.3. The notification must contain a written statement from the Faculty Association agreeing to arbitration of the grievance.

12.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.

- 12.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 12.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority to grant or deny tenure. Nor shall the binding arbitration step set out herein be used in lieu of the statutory procedure described in Education Code Sections 87661 - 87683, i.e., discipline or dismissal of a contract employee.
- 12.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 12.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
 - 12.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

ARTICLE XIII: PERSONNEL FILE CONTENTS AND INSPECTION

- 13.1 Materials in personnel files of employees that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 13.2 Such material is not to include ratings, reports, or records which: (1) were obtained prior to employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.
- 13.3 Every employee shall have the right to inspect such materials upon request, provided the request is made at a time when such person is not actually required to render student services.
- 13.4 In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be entered in a faculty member's personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The faculty member shall acknowledge that he/she has read the materials and does not necessarily indicate agreement with its contents.
- 13.5 Any derogatory material placed in a faculty member's file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy shall be given to the faculty member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in this file.
- 13.6 There shall be only one official personnel file for each bargaining Unit Member. No action, except as prescribed by law, may be taken against a Unit Member on the basis of material other than that contained in the official personnel file.
- 13.7 Personnel files shall be kept in confidence and shall be available for inspection only by the Unit Member, a representative of the Association (with the Unit Member's written authorization), and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the faculty member.

ARTICLE XIV: NO STRIKE/NO LOCKOUT

- 14.1 During the term of this Agreement, the District will not lock out its employees, and the Association, its officers, representatives or agents, will neither cause nor encourage its members to engage in any strike.

ARTICLE XV: PART-TIME FACULTY

- 15.1 **ADJUNCT FACULTY CONSIDERATION FOR FULL-TIME POSITIONS:** An adjunct instructor shall be interviewed for an advertised full-time Academic position if he/she meets the following requirements:
- 15.1.1 Meets the advertised minimum qualifications for the position.
 - 15.1.2 Has completed all of the required application procedures.
 - 15.1.3 Has been rated satisfactory in all previous adjunct evaluations.
 - 15.1.4 Has rendered services to the District in the area of the vacancy for three (3) or more semesters.
- 15.2 **PART-TIME SERVICE:** The hiring of part-time faculty to staff classes shall serve the best interests of the students at Southwestern College (SWC). Vesting is rehire rights based on the following:
- 15.2.1 **Definitions:** For the purposes of this Article, there are two categories of part-time faculty under this contract: vested part-time faculty with rehire rights and non-vested part-time faculty.
 - 15.2.2 **Eligibility:** To be eligible for rehire rights, the part-time faculty member must have taught a minimum of 2.4 Lecture Hour Equivalent (LHE) each semester (excluding summer and intersession) for six (6) sequential semesters in one discipline. At the end of the sixth consecutive semester of satisfactory performance, a part-time faculty member will be granted rehire rights. Continuation of rehire rights is contingent upon satisfactory evaluations, the timing of which will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual.
 - 15.2.3 **Priority Assignment:** Priority assignment is acquired on the first day of semester following the satisfaction of all requirements for vested status. Rights of assignment commence during the first scheduling cycle that begins after the faculty member has acquired rehire rights. Part-time faculty members who have a minimum of ten semesters of service with satisfactory evaluations or who have three satisfactory evaluations on record as of January 1, 2006 will automatically be granted rehire rights.
 - 15.2.4 **Break in Service:** Vested status does not extend to part-time faculty members who have a break in their service to the discipline unless agreed upon in writing by the cognizant Dean prior to the break in service.
 - 15.2.5 **Right of Assignment:** In determining class assignments among part-time faculty, the Dean in consultation with the Department Chair, shall make a good faith effort, consistent with the needs of the department, to ensure that part-time faculty members are offered a teaching assignment in the following order:
 - 15.2.5.1 **Vested Part-time Faculty** will have a reasonable expectation of an assignment consistent with previous SWC assignments, assigned in preference over non-vested part-time faculty. Vested part-time faculty members may also request and may be assigned additional assignments up to the maximum load if consistent with the needs of the department.

15.2.5.2 **Non-vested Part-time Faculty** will be assigned, as needed, to serve the best interests of the District and in accordance with their classroom and summary evaluations.

15.2.6 **Evaluations** will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual. Each non-vested part-time faculty member will be evaluated three times over the course of six semesters. Vested part-time faculty members will be evaluated by the Dean, or designee, at least once every six semesters. At the discretion of, and upon mutual agreement between, the cognizant Dean and the cognizant Department Chair, an out-of-sequence full-performance evaluation of a part-time faculty member may be conducted per the **Tenure Review and Faculty Evaluation Manual**.

15.2.7 **Bumping Rights for Contract Load:** Full-time faculty members have priority for assignment over all part-time faculty members prior to the publication of the printed or on-line class schedule, whichever occurs first. If a full-time faculty member's contract assignment is cancelled at any point after the publication of the class schedule, the full-time faculty member must accept an alternate assignment as assigned by the Dean, in consultation with the Department Chair and the faculty member, in order to fulfill his/her contract load as consistent with the current S.C.E.A. contract. Such alternate assignments shall be determined in the following order to the extent possible:

1. If a contract load course cancels, the full-time faculty member shall accept an alternate class assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept a class staffed by a non-vested part-time faculty member in that discipline.
3. If none of the above options are feasible, the full-time faculty member will be assigned a class that fulfills his/her contractual obligation, as determined by the Dean.

15.2.8 **Bumping Rights for Overload Classes:** If a full-time faculty member's overload assignment is canceled and that faculty member requests an alternate overload assignment, or if the faculty member's decision to request an overload assignment occurs after the publication of the class schedule, and if the Dean, in consultation with the Department Chair and the faculty member, concurs with the request, the assignment of such requests will be determined as follows:

1. The full-time faculty member shall accept an alternate overload assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept an overload class staffed by a non-vested part-time faculty member in that discipline.
3. The full-time faculty member may not bump a vested part time faculty member in order to acquire an overload assignment.
4. In any specific case where extenuating circumstances exist, the Dean may modify the priorities in items (1), (2), and (3) above.

15.3 **Service Credit** - Unit Members earn service credit towards retirement. One year service credit equals 525 FTE. Full-time equivalent (FTE) is defined as the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full-time in that part-time position. (Education Code Section 22138.5(c)).

One year service credit for those positions referenced in Article 4.2.3 through 4.2.8 of this contract shall adhere to the number of hours pursuant to Education Code Section 22138.5(c)(4).

ARTICLE XVI: DISTANCE INSTRUCTION

On-line instruction is the use of technological devices to bring the teaching and learning process to students who are at different location(s) and/or are at a different time(s) from the instructor. All courses that are taught in an on-line instruction modality are subject to all provisions as defined in the S.C.E.A. Contract. Distance instruction courses mentioned in this article also include hybrid courses.

- 16.1 All distance instruction assignments will be voluntary and Deans will retain the right of assignment for those volunteer assignments.
- 16.2 On-line instruction courses are not to exceed sixty percent (60%) of a professor's load. They will be given the same units and maximum LHE credit as in the face-to-face courses.
 - 16.2.1 Exceptions to this sixty percent (60%) limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one week of their approval.
 - 16.2.2 No exceptions to section 4.3.11 of this agreement shall be granted.
- 16.3 Initial on-line instruction course assignments for first-time on-line instructors will be limited to one section. A second section may be taught upon mutual agreement among the faculty member, the cognizant Dean and the Department Chair.
- 16.4 The developer of an on-line course will have the first right of refusal in teaching that course when it is first offered.
- 16.5 With the agreement of the cognizant Dean, the faculty member may hold office hours from a remote location, in proportion to the professor's on-line load, for an on-line course via electronic communication.
- 16.6 Whenever an on-line course is offered, if possible, the traditional classroom course shall also be offered by demand and need.
- 16.7 All Unit Members are entitled to academic freedom in full accordance with the Academic Freedom policy of the District. An Academic Freedom policy is also mandated in the California Code of Regulations title 5, 51023(a).
- 16.8 The training offered by the On-line Learning Center shall be in accordance with the guidelines set forth by the Academic Senate, the Academic Technology Committee, the Curriculum Committee, and will occur prior to the initial teaching of on-line courses.

ARTICLE XVII: INTELLECTUAL PROPERTY

- 17.1 A Unit Member who is the creator of an academic work owns the copyright for that work, including work created within the Unit Member's scope of employment. An exception is work that is separately contracted and compensated by a written agreement between the Unit Member and the District. This provision will apply without regard to the medium in which the academic work is created or presented.

ARTICLE XVIII: CONTRACT CLAUSES

- 18.1 **SAVINGS PROVISION:** If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

The parties shall meet no later than ten (10) days after notification of such written decision by a court or tribunal to negotiate on the provisions affected.

18.2 **EFFECT OF AGREEMENT**

18.2.1 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.

18.2.2 It is understood and agreed by both the District and the Association that throughout the process of negotiating this Agreement, each party has made and withdrawn proposals that relate to existing practices outside of the provisions of the present contract. Each party agrees that the making and withdrawing of these proposals does not constitute a modification of their existing rights and benefits.

18.3 **RE-OPENERS**

18.3.1 Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the Association and District may re-open negotiations on health and welfare benefits, department chair structure and two additional non-economic Articles selected by each party in September 2007. Articles to be re-opened for the academic year 2008-2009 will be selected by each party in September 2008.

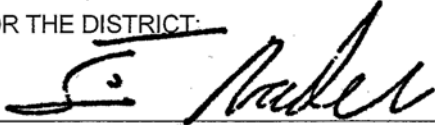
- 18.4 **COMPLETION OF MEET AND NEGOTIATION:** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only by the voluntary consent of the parties in a written and signed amendment to this Agreement.

- 18.5 **RATIFICATION:** Both the District and the Association shall exercise due diligence in ratifying this Agreement within a reasonable time frame and shall not unreasonably delay in approving, signing and returning the Agreement.

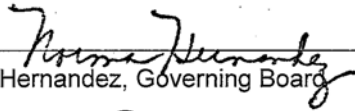
ARTICLE IX: TERM

19.1 This Agreement shall remain in full force and effect from July 1, 2009 through June 30, 2012, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than one hundred twenty (120) days prior to the termination of this contract of its request to modify, amend, or terminate the Agreement.

FOR THE DISTRICT:



Tim Nader, President, Governing Board



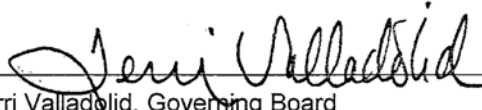
Norma Hernandez, Governing Board



Humberto Peraza, Governing Board

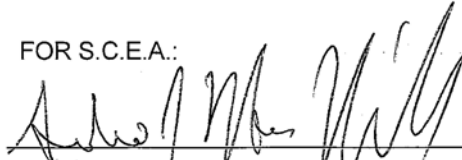


Jean Roesch, Ed.D., Governing Board



Terri Valladao, Governing Board

FOR S.C.E.A.:



Andrew MacNeill President, S.C.E.A.



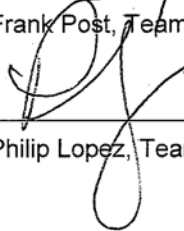
Robert Unger, Team Member



Carol Stuardo Team Member



Frank Post, Team Member



Philip Lopez, Team Member

Approved by the Governing Board on October 12, 2011

“Appendix A”

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**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
10-MONTH ACADEMIC CONTRACT SALARY SCHEDULE
4.53 % Increase – Effective July 1, 2007**

Range	Class I	Class II	Class III	Class IV	Class V	Class VI
1	48,058	52,469	54,673	56,876	59,083	61,288
2	50,264	54,673	56,876	59,083	61,288	63,493
3	52,469	56,876	59,083	61,288	63,493	65,697
4	54,673	59,083	61,288	63,493	65,697	67,904
5	56,876	61,288	63,493	65,697	67,904	70,106
6	59,083	63,493	65,697	67,904	70,106	72,312
7	61,288	65,697	67,904	70,106	72,312	74,516
8	63,493	67,904	70,106	72,312	74,516	76,722
9	65,697	70,106	72,312	74,516	76,722	78,926
10	67,904	72,312	74,516	76,722	78,926	81,131
11	70,106	74,516	76,722	78,926	81,131	83,337
12	72,312	76,722	78,926	81,131	83,337	85,541
13	74,516	78,926	81,131	83,337	85,541	87,747
14	76,722	81,131	83,337	85,541	87,747	89,950
15	78,926	83,337	85,541	87,747	89,950	92,156
16	81,131	85,541	87,747	89,950	92,156	94,360

ANNIVERSARY MERIT INCREMENT

A	85,541	87,747	89,950	92,156	94,360	96,565
B	87,747	89,950	92,156	94,360	96,565	98,770
C	89,950	92,156	94,360	96,565	98,770	100,973

Unit Members possessing a doctorate degree shall receive a stipend of \$2,000 annually.

EXPLANATION OF CLASSES

CLASS I	Credential
CLASS II	Master's Degree or Bachelor's Degree, Plus 30 Semester Units subsequent to Bachelor's Degree
CLASS III	Master's Degree with 45 Semester Units subsequent to Bachelor's Degree
CLASS IV	Master's Degree with 60 Semester Units subsequent to Bachelor's Degree
CLASS V	Master's Degree with 75 Semester Units subsequent to Bachelor's Degree
CLASS VI	Master's Degree with 90 Semester Units subsequent to Bachelor's Degree

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
11-MONTH ACADEMIC CONTRACT SALARY SCHEDULE
4.53 % Increase – Effective July 1, 2007**

Range	Class I	Class II	Class III	Class IV	Class V	Class VI
1	52,862	57,715	60,140	62,564	64,990	67,416
2	55,289	60,140	62,564	64,990	67,416	69,841
3	57,715	62,564	64,990	67,416	69,841	72,267
4	60,140	64,990	67,416	69,841	72,267	74,694
5	62,564	67,416	69,841	72,267	74,694	77,117
6	64,990	69,841	72,267	74,694	77,117	79,541
7	67,416	72,267	74,694	77,117	79,541	81,967
8	69,841	74,694	77,117	79,541	81,967	84,393
9	72,267	77,117	79,541	81,967	84,393	86,819
10	74,694	79,541	81,967	84,393	86,819	89,244
11	77,117	81,967	84,393	86,819	89,244	91,669
12	79,541	84,393	86,819	89,244	91,669	94,093
13	81,967	86,819	89,244	91,669	94,093	96,521
14	84,393	89,244	91,669	94,093	96,521	98,944
15	86,819	91,669	94,093	96,521	98,944	101,370
16	89,244	94,093	96,521	98,944	101,370	103,795

ANNIVERSARY MERIT INCREMENT

A	94,093	96,521	98,944	101,370	103,795	106,221
B	96,521	98,944	101,370	103,795	106,221	108,646
C	98,944	101,370	103,795	106,221	108,646	111,070

Unit Members possessing a doctorate degree shall receive a stipend of \$2,000 annually.

EXPLANATION OF CLASSES

CLASS I	Credential
CLASS II	Master's Degree or Bachelor's Degree, Plus 30 Semester Units subsequent to Bachelor's Degree
CLASS III	Master's Degree with 45 Semester Units subsequent to Bachelor's Degree
CLASS IV	Master's Degree with 60 Semester Units subsequent to Bachelor's Degree
CLASS V	Master's Degree with 75 Semester Units subsequent to Bachelor's Degree
CLASS VI	Master's Degree with 90 Semester Units subsequent to Bachelor's Degree

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE FOR ACADEMIC PART-TIME/OVERLOAD SERVICE
4.53% INCREASE EFFECTIVE JULY 1, 2007**

		1	2	3
		Classification 1 & II** (30 Units Beyond <u>Bachelor's</u>)	Classification III & IV** (Master Degree w/45 Units Beyond <u>Bachelor's</u>)	Classification V & VI** (Master Degree w/75+ Units Beyond <u>Bachelor's</u>)
*CLASS A	LECTURE	60.01	62.68	65.82
	LABORATORY	48.00	50.14	52.66
*CLASS B	LECTURE	62.68	65.82	68.05
	LABORATORY	50.14	52.66	54.44
*CLASS C	LECTURE	65.82	68.05	70.79
	LABORATORY	52.66	54.44	56.63

***Vertical Experience Placement**

CLASS A	Academic Staff in their first six (6) semesters of employment.
CLASS B	Academic Staff in their seventh (7) through twelfth (12) semesters.
CLASS C	Academic Staff with thirteen (13) or more semesters of service.

****Horizontal Placement Criteria** – Horizontal placement criteria (Columns 1 through 3) are the same as that used to place contract staff on the Academic Contract Staff Schedule. Placement will be A-1 until transcripts are on file substantiating higher placement.

Non-teaching Assignments – All academic hourly staff employment for non-teaching duties such as Library, Counseling, reassigned time, and curriculum development will be compensated at the appropriate LABORATORY RATE.

Teaching Assignments – Day, Evening, Extension, Saturday, Summer Session, Short Courses,

Substitutes - All hourly teaching employment for day assignments, summer session, short courses, and substitution will be compensated at the appropriate LECTURE/LABORATORY RATE. During Final Examination week, three lecture hours will be recorded for lecture or lecture/laboratory classes and three laboratory hours for pure laboratory classes. Exception: Cooperative Work Experience classes are paid for one lecture hour for Final Examination Week.

Equal Payment Plan – Fall and Spring Semesters - Salary payment for full semester hourly instruction will be made in five equal monthly payments. Instructors who terminate prior to the end of the semester may have been overpaid prior to the time of termination and a salary adjustment may be necessary. The County normally releases warrants to the College on the fifth (5) of the month. When the fifth (5) falls on a weekend or a holiday, the warrants are released on the prior working day.

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SALARY SCHEDULE FOR ACADEMIC PART TIME EQUITY
TEACHING ASSIGNMENTS FALL/SPRING SEMESTERS ONLY
4.53% INCREASE EFFECTIVE JULY 1, 2007**

		1	2	3
		Classification 1 & II** (30 Units Beyond <u>Bachelor's</u>)	Classification III & IV** (Master Degree w/45 Units Beyond <u>Bachelor's</u>)	Classification V & VI** (Master Degree w/75+ Units Beyond <u>Bachelor's</u>)
*CLASS A	LECTURE	65.74	68.67	72.10
	LABORATORY	52.60	54.93	57.69
*CLASS B	LECTURE	68.67	72.10	74.53
	LABORATORY	54.93	57.69	59.62
*CLASS C	LECTURE	72.10	74.53	77.54
	LABORATORY	57.69	59.62	62.04
*CLASS D	LECTURE	74.53	77.54	80.84
	LABORATORY	59.62	62.04	64.67

***Vertical Experience Placement**

CLASS A	Academic Staff in their first six (6) semesters of employment.
CLASS B	Academic Staff in their seventh (7) through twelfth (12) semesters.
CLASS C	Academic Staff in their thirteenth (13) through eighteenth (18) semesters.
CLASS D	Academic Staff with nineteen (19) or more semesters of service.

****Horizontal Placement Criteria** – Horizontal placement criteria (Columns 1 through 3) are the same as that used to place contract staff on the Academic Contract Staff Schedule. Placement will be A-1 until transcripts are on file substantiating higher placement.

Teaching Assignments – Day, Evening, Extension, Saturday, Summer Session, Short Courses,

Substitutes: All hourly teaching employment for day assignments, summer session, short courses, and substitution will be compensated at the appropriate LECTURE/LABORATORY RATE. During Final Examination week, three lecture hours will be recorded for lecture or lecture/laboratory classes and three laboratory hours for pure laboratory classes. Exception: Cooperative Work Experience classes are paid for one lecture hour for Final Examination Week.

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
EXTRA PAY ASSIGNMENTS**

<u>ASSIGNMENTS</u>	<u>AMOUNT</u>
ANNUAL DRAMA/MUSICAL/DANCE PRODUCTION	5,000.00
ART GALLERY EXHIBITS	4,000.00
CHEERLEADING ADVISOR	800.00
DANCE PROGRAMS - PUBLIC PERFORMANCE	3,500.00
DRAMA PERFORMANCES	5,000.00
INSTRUMENTAL MUSIC - PUBLIC PERFORMANCE	3,500.00
VOCAL MUSIC - PUBLIC PERFORMANCE	3,500.00
CLUB ADVISOR	2,500.00

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
SCEA EMPLOYEE GRIEVANCE FORM**

Employee Name _____ Department _____

Immediate Supervisor/Designee _____ Date of Incident _____

Date of Informal Discussion _____ Date of Oral Response _____

State the Contract Articles and Sections alleged to have been violated _____

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position. *(Attach second sheet if necessary).*

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature _____ Date _____

<p>I. Response of Next Higher Administrator/Designee: (due within 7 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>II. Response of Superintendent/President/Designee: (due within 10 days after receipt)</p>	<p>Date of Receipt: Date of Response: Grievance Resolved: Grievance Denied:</p>
<p>III. Finding of Arbitrator:</p>	<p>Date of Arbitration Hearing: Date of Response:</p>

Employee: Retain pink copy of this form. Give all others to immediate supervisor.

- NOTES:**
1. *Attach all responses to this form.*
 2. *Make two copies of all responses: One for employee and one for the District.*
 3. *Time is of the essence at every step.*

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
REASSIGNED TIME
DEPARTMENT CHAIRS**

Instructional Department	Reassign LHE per academic year
Accounting & Business Administration	12 (40%)
Administration of Justice, EMT & Fire Science	12 (40%)
Applied Technologies	12 (40%)
Behavioral Sciences	18 (60%)
Child Development	12 (40%)
Communication	12 (40%)
CIS & Electronics	18 (60%)
English	24 (80%)
ESL	12 (40%)
Foreign Language	12 (40%)
Health	12 (40%)
Humanities	12 (40%)
Life Science	12 (40%)
Mathematics	24 (80%)
Nursing	12 (40%)
Office Information Systems	12 (40%)
Performing Arts	12 (40%)
Exercise Science/Athletics	12 (40%)
Physical Sciences	12 (40%)
Reading	12 (40%)
Social Sciences & Cultural Studies	12 (40%)
Visual Arts	18 (60%)
Non-Instructional Department	
Counseling & Personal Development	12 (40%)
Academic Information Services (Library)	12 (40%)
Disability Support Services	12 (40%)

Formula for Determining Compensation – Academic Year Reassigned Time: The Department Chair shall be compensated through reassigned time in increments of twenty (20%) to be no less than forty percent (40%). For those departments with more than sixty (60) full-time and part-time faculty, the Chair shall receive sixty percent (60%) reassigned time; for those departments with a total number of faculty greater than eight (80), the reassigned time shall be eighty percent (80%). The number of faculty in a department shall be established through an evaluation of the four most recent semesters, within which the highest number shall be adopted. During this evaluation the following considerations also will be used to determine extenuating conditions requiring additional reassigned time: the total number of sections that are offered, the special nature of equipment and expendables, external requirements, or others as mutually agreed upon by the Academic Senate, SCEA, and administration.

Overload Stipend. Compensation for extra duties performed by the Department Chair (or - designee) shall be in the form of an overload stipend calculated as one-quarter (1/4) of the annual amount of the reassigned time for that Department, multiplied by the individual's hourly lab rate. That is, a Chair with forty percent (40%) (or twelve (12) LHE) reassigned time during the regular year would be paid the equivalent of one laboratory class. Two (2) LHE will be paid on the first paycheck in the fall and one (1) LHE will be paid on the first paycheck in the spring. Chairs will be available no less than two weeks prior to the start of the fall semester, and one week prior to the start of the spring semester.

OTHER CONTRACTUAL REASSIGNED TIME
Annual LHE Reassigned

S.C.E.A.	
President	18 (60%)
Vice President	6 (20%)
Secretary	6 (20%)
Treasurer	6 (20%)
Part-Time Representative	6 (20%)
Grievance Chair	6 (20%)
Five (5) Members of Negotiations Team	6 each (20% each)
Tenure Review Coordinator	18 (60%)
Faculty Advisor to the Sun Student Newspaper	12 (40%)
Two (2) Faculty Advisors to Forensics Team	One (1) @ 12 (40%) One (1) @ 6 (20%)
Student Learning Outcomes (SLO) Coordinator	18 (60%)
Academic Senate	
President	18 (60%)
Vice President	6 (20%)
President-Elect	12 (40%)
Chair of Council of Chairs	6 (20%)

Southwestern Community College District
 Health and Welfare Selection Form Effective 3/1/2007
ACADEMIC BARGAINING UNIT
 January 2007

Department:

() 10 PAY
 () 12 PAY

EMPLOYEE:

DOB:

DOH:

District supported Health and Welfare Plan may be augmented by individual payroll deduction. Plan is based on \$5,200 for the calendar year 2007, and is prorated according to percentage of contract and date of hire/termination.

Payroll deductions for items as listed in Columns #4 and #5 are for coverage beginning 3/1/2007.

MANDATORY COVERAGES:

Employee must select and maintain Option A and B for the entire year.

	(1) Cost Per Month	(2) Authorized 2007 Selections	(3) H & W 2007 Support	(4) Authorized P/R Deduction Pre-Tax	(5) Authorized P/R Deduction After Tax
A. Delta Dental (Employee Only)	\$65.12				
Delta Dental + 1 Dep.	\$132.27				
Delta Dental + 2 or more	\$186.41				
Safeguard (Employee & Dep.)	\$26.60	_____	_____	_____	_____
B. MetLife (Employee Only--\$50,000)	\$10.50	<u>\$10.50</u>	<u>\$10.50</u>	_____	_____

OPTIONAL SELECTIONS

C. Medical

Kaiser – Employee Only	\$370.20	_____	_____	_____	_____
Kaiser – Employee + 1 Dep.	\$740.40	_____	_____	_____	_____
Kaiser – Employee + 2 or More	\$1,047.67	_____	_____	_____	_____
Blue Cross HMO – Employee Only	\$470.23	_____	_____	_____	_____
Blue Cross HMO – Employee + 1 Dep.	\$987.69	_____	_____	_____	_____
Blue Cross HMO – Employee + 2 Dep.	\$1412.71	_____	_____	_____	_____
Blue Cross EPO – Employee Only	\$677.67	_____	_____	_____	_____
Blue Cross EPO – Employee +1 Dep.	\$1423.30	_____	_____	_____	_____
Blue Cross EPO – Employee + 2 Dep.	\$2034.95	_____	_____	_____	_____

D. Vision

MES – Employee Only	\$8.19	_____	_____	_____	_____
MES – Employee + 1 Dep.	\$16.32	_____	_____	_____	_____
MES – Employee + 2 or More	\$24.57	_____	_____	_____	_____

G. AFLAC (Cancer Care)
 American Fidelity (Cancer Care)

Various	_____	_____	_____	_____	_____
Various	_____	_____	_____	_____	_____

SUBTOTALS

H. CASH PAYROLL AMOUNT

_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Southwestern Community College District
 Health and Welfare Selection Form Effective 3/1/2007
ACADEMIC BARGAINING UNIT
 January 2007

<u>Non-Cafeteria Plan Payroll Deductions:</u>	COST PER MONTH	AUTHORIZED P/R DEDUCTION AFTER TAX
DISABILITY INCOME INSURANCE:		
JC Insurance	Various	_____
CSCP – Pacific Educators	Various	
American Fidelity	Various	
ACCIDENT INSURANCE		
Prudential – AD&D	Various	_____ _____
<u>Hartford – AD&D</u>	Various	
<u>JC Insurance – Accident</u>	Various	
<u>American Fidelity</u>	Various	
<u>LIFE INSURANCE</u>		
American United Life – Life	Various	_____
MetLife Supplemental (Employee Only)	Various	_____
American Fidelity	Various	_____
Prudential– Life	Various	_____
**Membership required in specific organization to qualify for enrollment		
<u>LONG TERM CARE</u>		
(UNUM)	Various	_____
403b SWC _____ 403b FBC _____ 457 FBC _____		Tax Deferred
_____		_____
_____		_____

Selection of any new plan does not constitute automatic enrollment. Enrollment forms may be obtained from the Payroll Services Office. Coverage or newly selected life income protection and long term care plans will not become effective until approved by the insurance company and does require medical statements and/or physical examinations.

District dollars available to the employee due to employee cancellation or change of any of the optional selections © through G) during the year may be changed to other selections to the extent allowable by law and the terms of the group insurance policies. The balance paid in cash payroll (Item H) where applicable, is subject to appropriate payroll taxes.

I fully understand that I cannot change the status of the District’s plans in **Items C through H**, until the next open enrollment period. Furthermore, I understand that medical coverage is optional and should I decline coverage for myself and/or my dependents, I will hold the District harmless for expenses or injury incurred by me and/or my dependents.

I hereby authorize payroll deduction (s) from my monthly salary warrant to cover the cost of selections as indicated.

Date _____ Signature _____

FOR OFFICE USE ONLY

BENEFIT CALCULATION

2007 = 5200/12 mos. = 433.33 MO.
 5200/10 mos. = 520.00 MO.

EXPENSE SUBTOTAL COLUMN 2-SUBTOTAL COLUMN 5= _____
 x 12 MOS / ____PAY = _____
ENTITLEMENT BENEFIT CALCULATION – EXPENSE _____
 (total equals cash residual or P/R deduction)

(Hired prior to 15th deduct day not worked, Hired after 15th add days worked.
 Terminated prior to 15th add days worked, Terminated after 15th deduct days not worked)

Out-of-Pocket Cost for March 1, 2007 to February 28, 2008

Coverage	10 month employees			11 month employee			12 month employees		
	Kaiser	Blue Cross HMO	Blue Cross EPO	Kaiser	Blue Cross HMO	Blue Cross EPO	Kaiser	Blue Cross HMO	Blue Cross EPO
Employee Only	\$0.00	\$17.00	\$266.00	\$0.00	\$15.00	\$242.00	\$0.00	\$14.00	\$222.00
Employee + 1 dependent	\$62.00	\$109.00	\$631.00	\$57.00	\$99.00	\$574.00	\$52.00	\$91.00	\$526.00
Employee + 2 dependents (Family)	\$106.00	\$185.00	\$931.00	\$96.00	\$168.00	\$847.00	\$88.00	\$154.00	\$776.00

The above out-of-pocket costs include medical insurance as well as the mandatory dental and life insurance coverage. These premiums reflect the employee's portion in excess of the District's contribution. All other benefit selections will be paid for by the employee.

Form A

NOTICE OF INTENTION PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE

According to the S.C.E.A. Contract, under Professional Development/Sabbatical Leave, Article V, Section 5.17, I intend to apply for a sabbatical leave as indicated below.

Full Academic Year 2007–2008

Fall 2007 or Spring 2008

I have read Section 5.17 in the current contract and I believe I meet the eligibility requirements.

Professor's Name (please print)

Date

Professor's Signature

Distribution:

White: Vice President for Academic Affairs

Yellow: Administrator

Pink: Instructor

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
Sabbatical Leave Of Absence Agreement**

This is an Agreement between the Southwestern Community College District (hereinafter referred to as District) and **(name)** (hereinafter referred to as Employee).

The District and Employee agree to the following:

1. Employee occupies a position requiring certification qualifications.
2. Employee has rendered not less than twelve (12) semesters of continuous faculty service to the District immediately preceding the granting of the Sabbatical Leave Of Absence.
3. Employee has made application for a Sabbatical Leave Of Absence.
4. Such leave to take place from _____ to _____.
5. The provisions of Education Code Sections 87767 through 87775 govern the Sabbatical Leave Of Absence.
6. The District shall pay Employee **(salary)** for the period of the Sabbatical Leave of Absence to be paid in _____ equal monthly payments in the same manner as regular instructors are paid.
7. Employee shall render at least ___ **year(s)** of service therein equal to twice the length of the Sabbatical Leave of Absence, following Employee's return from leave.
8. Employee shall perform service of professional nature as delineated in the document which is attached hereto and incorporated herein by reference as though fully set forth.
9. Employee, upon return from the Sabbatical Leave of Absence, shall submit evidence in the form of a written report which shall satisfy the Sabbatical Leave Review Committee that such service was performed as agreed and said evidence shall be submitted to the Governing Board for approval.
10. Employee shall make no change in the approved Sabbatical Leave of Absence plan without advance approval of the Sabbatical Leave Review Committee and the Vice President for Academic Affairs.
11. Employee agrees that failure to satisfactorily complete the Sabbatical Leave of Absence plan approved by the Governing Committee, as determined by the District, by December 1 of the year of return from leave, shall cause the employee to reimburse the District the cost of the leave stipend, no later than the following spring semester.
12. Employee agrees that failure to return and render services twice the length of the Sabbatical Leave of Absence shall cause Employee to, by the following spring semester, reimburse the District the cost of the leave stipend.
13. In the event that Employee is required to reimburse the District the cost of the leave stipend pursuant to Paragraph 11 of this Agreement, Employee agrees to reimburse the District via payroll deduction and hereby authorizes said deduction.
14. In the event that Employee is required to reimburse the District the cost of the leave stipend pursuant to Paragraphs 11 or 12 of this Agreement, Employee agrees to pay any and all District legal fees and costs incurred in order to recover the cost of the leave stipend.
15. Employee agrees to indemnify and hold harmless the District from any and all liability, claims and losses accruing or resulting to the Employee in connection with this Sabbatical Leave Agreement.

Employee Signature

Date

Southwestern Community College District

Date



FORM C

PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION

Name (Please print) School/Department

Proposed Leave Dates: _____
From To Eligibility No.

1. Pursuant to SCEA Contract, Section 5.17.1, I hereby request a sabbatical leave, for the following purpose(s):

- Scholarly or creative endeavors
- Improvement of skills in the discipline being taught.
- Retraining in a new discipline
- Improvement of teaching skills.
- Development of programs and curriculum.

- 2. Attached is my proposed plan relating to the college mission and my assignment, including pertinent timelines, itinerary, tangible outcome or product, and how the leave will improve my professional competence. This plan responds to the attached criteria.
- 3. Attached is a statement from my Instructional Administrator or Dean (whichever is applicable) approving (or disapproving) my proposal.
- 4. I agree to return to regular assignment in the Southwestern Community College District and render service amounting to twice the term of the leave.

In submitting this request for a professional development/sabbatical leave, I am indicating that I have read, understood, and will abide by the leave provisions of the Contract existing between the District and the Southwestern College Education Association. I also understand that Governing Board approval of my application is required.

If I am granted a professional development sabbatical leave, I will carry out the plan as detailed in this application unless I receive prior approval from the Sabbatical Leave Review Committee and the Vice President for Academic Affairs to modify this plan.

Signature of Professor Date

PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION

Page 2

Please print your name: _____

Instructions: Your application will be evaluated based upon the information presented. It is important that you list in detail all of the proposed activities, the outcomes, and the benefits. If you are granted a professional development/sabbatical leave, you will be required to complete all program activities and submit a written report, including transcripts where applicable, to the Sabbatical Leave Review Committee upon return to duty.

Step One

Provide a one-paragraph abstract of your plan for a sabbatical leave.

Step Two

Write a one-page narrative describing how your proposal fits at least one of the following six categories:

1. Full-time study in residence at an accredited university or college with coursework planned to achieve specific objectives. Full-time study is usually interpreted as:
 - A. Minimum of nine graduate semester units (18 units if sabbatical is for one year) or 12 graduate/undergraduate semester units (24 units if sabbatical is for one year) or 15 semester units if all undergraduate courses (30 if sabbatical is for one year). For undergraduate courses, the Review Committee may reduce the number of units in extenuating circumstances.
 - and-
 - B. Coursework planned to meet specific objectives.
2. Special project or research project with specific objectives or outcomes:
 - A. Specific objectives/outcomes are evident
 - and-
 - B. Outcome product is evident.
3. Work experience program in business/industry:
 - A. Study in "Schools" or training programs maintained by business/industry
 - or-
 - B. Work experience (not "job shadowing") in the vocational field and/or discipline of the applicant
 - and-
 - C. Documentation must be attached.
4. Travel
 - A. Travel status for majority or greater than 51% of days of semester or period for which leave is granted
 - and-
 - B. Detailed itinerary attached which demonstrates relationship to area of assignment and specific outcome and objectives.
5. Curriculum Planning
 - A. Proposal submitted which demonstrates need for revision of courses/program
 - and-
 - B. Curriculum project exceeds normal curriculum maintenance required as part of job description and exceeds normal institutionally-sponsored curriculum development programs.
6. Other (Multiple objectives with combinations of categories; e.g., combination of study and travel)

PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION

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- A. Specific objectives/outcomes are evident
- and-
- B. Outcome product is evident
- and-
- C. Relationship to institutional assignment is evident
- and/or-
- D. Minimum standards or equivalent of "study" category are maintained.



FORM D

GUIDELINES FOR COMPLETING SABBATICAL LEAVE REPORTS

Given that the work accomplished over the duration of a sabbatical varies from person to person and within an individual sabbatical, guidelines for reporting must remain flexible. At the same time, according to the SCEA Contract, the following is required:

Section 5.17.10.1.1 A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice President for Academic Affairs and the appropriate administrator **no later than November 15th** of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 5.17.1 (Purpose), 5.17.2 (Criteria), and 5.17.3 (Professional Development Categories).

Section 5.17.14 of the Contract addresses the completion of a Professional Development/Sabbatical Leave report. Upon completion of a Professional Development/Sabbatical Leave, a Bargaining Unit Member shall submit a written report to the Vice President for Academic Affairs prior to October 1st of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Division Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President for Academic Affairs, the Sabbatical Leave Review Committee shall review and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves.

In addition, the Sabbatical Leave Review Committee offers guidelines for the required report of accomplishments. The Contract indicates in Section 5.17.11.2.2 that the Sabbatical Leave Review Committee reviews leave reports from the previous year, including any recommendations from the Superintendent/President concerning those reports. Reports are of great value to your fellow faculty members in enhancing their teaching skills, in generating ideas for the classroom and future sabbaticals, in writing reports of future sabbaticals, and are the primary means of evaluating the sabbatical, a responsibility delegated to the committee by the Governing Board. Therefore, the following guidelines are offered for clarification of report format, content, and adherence to the Contract Section 5.17.

Each written report should use a format suitable to its own discipline and should also include:

1. Title page, Table of Contents, and a one-paragraph abstract describing your sabbatical leave.
2. A copy of the approved proposal as an Appendix.
3. A concise description of your work over the duration of the sabbatical. This should include schedules with dates.
4. A description of the accomplishments derived from the activities of the sabbatical based upon the objectives of the proposal. In other words, what were the goals of the sabbatical leave, how were they implemented, how were they beneficial for the candidate?
5. A determination of how the accomplishments of the sabbatical leave will benefit the faculty, staff, students, and the District. Institutional plans, accreditation reports, and Discipline Assessment Reports could be helpful in discussing the relationship of the sabbatical work to institutional goals and plans.
6. How the sabbatical leave recipient will communicate information derived from the leave to others and what activities will be undertaken to accomplish this.
7. The report should include any rationale and documentation relating to Section 5.17.13, Revisions of Approved Professional Development Leave, if applicable.
8. Collaborating materials in the appendices, such as resource materials, transcripts, etc., as required by Section 5.17.14 of the Contract.

REQUEST FOR UTILIZING BANKED OVERLOAD HOURS

Name: _____

Date: _____
(90 Days prior to beginning of semester)

Semester for which hours are to be used: _____

Number of banked hours to be used: _____

Proposed use:

- Sabbatical
- Augment teaching load
- Requests buy out*
- Proposed activities for use as release time: _____

Proposal is:

- Accepted
- Rejected for the following reason(s): _____

Instructor

Instructional Administrator

Date

Disposition:

Option exercised:

_____ Hours used for sabbatical/augment teaching load

_____ Hours pay @ _____ hourly rate _____ semester earned



Distribution:

- White—Instructor
- Yellow—Instructor Administrator
- Pink—Human Services/Payroll
- Golden rod—Instructional Support Services