

South Orange County Community College District



**ACADEMIC EMPLOYEE
MASTER AGREEMENT
2007-2010**

Final Agreement: 3/23/09

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ARTICLE I AGREEMENT

- I.** The Articles and Provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the South Orange County Community College District (“District”) and the South Orange County Community College District Faculty Association, an affiliate of CTA/NEA (“Association” or “SOCCCDFA”), an employee organization.
- II.** This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (EERA).
- III.** This Agreement shall remain in full force and effect from July 1, 2007 until June 30, 2010, subject to provisions for reopened negotiations in Article XIII, Re-Opener Clause.

ARTICLE II
EFFECT OF AGREEMENT

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

ARTICLE III SEVERABILITY

I. General Provisions

A. Savings Clause

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

B. Replacement for Severed Provision

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

ARTICLE IV DEFINITIONS

ACADEMIC YEAR

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

ACADEMIC CALENDAR

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

ADMINISTRATION

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

AGREEMENT (MASTER)

The negotiated contract between the District and the Association.

ASSOCIATION

South Orange County Community College District Faculty Association.

BOARD POLICY

A policy approved by the Board of Trustees.

CHANCELLOR

South Orange Community College District chancellor.

CLOCK HOUR

Sixty (60) minutes.

COLLEGE

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

COLLEGE SERVICE

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

COMMITTEE

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

CONTACT HOUR

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

DAILY RATE OF PAY

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

ARTICLE IV DEFINITIONS

DAY

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

DEAN

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

DEPARTMENT CHAIR

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

DISTANCE EDUCATION (DE)

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

DISTRICT

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

DUTY DAYS

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

EDUCATION CODE (ED. CODE)

The California Education Code.

EERA

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

EXTRA DUTY DAYS

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

FACULTY

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

FACULTY MEMBER

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

ARTICLE IV DEFINITIONS

FLEX ACTIVITIES

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

FULL-TIME

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

GRIEVANCE

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

GRIEVANT

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

IMMEDIATE FAMILY

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

IMMEDIATE SUPERVISOR

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

INSTRUCTOR

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

LECTURE HOUR EQUIVALENT (LHE)

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

OSH

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

OSH RATE (OF PAY)

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

ARTICLE IV DEFINITIONS

PART-TIME

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

PRESIDENT

College president for each campus in the District.

SALARY SCHEDULE

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

SOCCCD

South Orange County Community College District.

STRS

State Teachers Retirement System

TRC – TENURE REVIEW COMMITTEE

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

VICE CHANCELLOR

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

VICE PRESIDENT

The Vice President of Instruction or Vice President for Student Services for each campus in the District.

WORKLOAD

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

WORKSITE

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

ARTICLE V RECOGNITION

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

ARTICLE VI ASSOCIATION RIGHTS

I. General Provisions

- A.** The Association and its duly authorized college representatives shall have, upon yearly approval, the free use of college equipment and building facilities for Association business at any reasonable time, which shall include evening hours. Such equipment shall include, but shall not be limited to computers, duplicating equipment, calculators, telephone/fax, and audiovisual equipment.
- B.** The District shall provide reasonable bulletin board space for Association use in each building housing faculty members, and in all faculty lounges and dining areas.
- C.** The Association and its college representatives shall have the right to use the college mail distribution services, including e-mail, for Association communications, and shall be provided access to all faculty mailboxes for such use through appropriate methods.
- D.** Duly authorized Association representatives shall be free to conduct official Association business as necessary to the performance of Association responsibilities to members of the bargaining unit, including grievance representative activities, on college property.
- E.** Names, job titles, home addresses, and telephone numbers of all full-time and part-time faculty members shall be provided to the Association within approximately thirty (30) days of the first day of each recognized academic term, i.e., fall and spring semester, unless release of specific information is disallowed by particular faculty.
- F.** The District and the college administration shall consult with the Association on new or modified fiscal or budgetary programs when this information is of concern to the Association as it relates to items determined to be in the scope of representation under the EERA.

ARTICLE VI ASSOCIATION RIGHTS

- G.** Reassigned time without loss of compensation shall be provided to Association members for negotiations and conducting Association business. Schedules of those faculty members receiving reassigned time shall be mutually arranged by the faculty members, the supervising College administrators and the District so as to minimize disruption to the educational process and with the intent of allocating reasonable periods of time for negotiations and the conducting of Association business. The following apply:
1. The Association will provide the names of faculty members receiving the reassigned time to supervising College administrators and District no later than May 1st for the fall semester and October 1st for the spring semester.
 2. Thirty-six (36) to be utilized by no more than five (5) negotiating team members and the Association President and/or designee(s) and/or the Association Grievance Chairs.
 3. Two (2) additional OSH will be added for summer use only:
 - a. One (1) OSH for the President;
 - b. One (1) OSH for the Chief Negotiator.
- H.** Association officers or their designee(s) may be granted up to three (3) days of paid leave or shall be entitled to three (3) days of unpaid leave to be used for local, state, or national conferences, or for conducting other business pertinent to the Association's affairs. These representatives shall be excused from their duties upon a minimum of a two (2) days advance notice to the college president by the Association President or designee.

ARTICLE VII MANAGEMENT RIGHTS

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

ARTICLE VIII NEGOTIATION PROCEDURES

I. General Provisions

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

ARTICLE IX UNIT STABILITY

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

ARTICLE X ORGANIZATIONAL SECURITY

I. General Provisions

- A.** The District and the Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organizations. Neither party shall exert pressure on or discriminate against an employee regarding such matters.
- B.** Membership in the Association is not compulsory. Except as provided elsewhere in this Agreement, all members of the bargaining unit, or in the case of new bargaining unit members hired during this Agreement, on or before the sixtieth (60th) day following the beginning of the school year, or the execution of the collective bargaining agreement, whichever is later, as a condition of employment or of continued employment, shall elect one of the following:
1. Become a member of the Association; or
 2. Not become a member but pay a service fee:

Non-members of the Association may pay to the Association, during the term of this Agreement, a service fee in the amount equal to the Association's annual dues for representing such employees. Such amount shall be verified and submitted in writing to the District within thirty (30) days after the effective date of this Agreement and at the beginning of each successive school year.
 3. Neither become a member nor pay a service fee.
- C.** The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Government Code, Chapter 10.7 of Division 4, Title 1, 3540, as amended, and construed by the Public Employment Relations Board, federal, and state courts, and to the extent that it does not conflict with any federal or state laws.
- D.** Exceptions to Section B above shall be:
1. Part-time Faculty Association members electing Option B1 or B2 shall pay a prorated service fee in the same ratio as their part-time service bears to full-time service.
 2. Full-time bargaining unit members hired during the school year shall be required through direct payment or deduction authorization, only a pro rata amount of the membership dues or service charge. Such pro rata shall be based on a maximum of ten (10) school months (September through June) and the number of months remaining in the school year. A month shall be determined if more than 51 percent of the teaching days in that month remain after the faculty member commences employment.
- E.** A faculty member shall be responsible to the Association for a full year's payment from the date of election when electing to pay Association dues or a service fee.

ARTICLE X ORGANIZATIONAL SECURITY

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

ARTICLE XI

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

I. General Provisions

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

ARTICLE XII BOARD POLICIES

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

ARTICLE XIII REOPENER CLAUSE

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

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

I. Right of Assignment

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

II. Contract Year

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

III. Hours of Service

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

A. Lecture Assignment:

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

B. Non-Lecture Assignment:

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

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

IV. Professional Duties within the Hours of Service

A. Each faculty member shall:

1. Comply with their individual workload assignments.
2. Take responsibility for curriculum and program development, updates, and technical/program reviews.
3. Read, respond to, evaluate all student work, and report final grades to Admissions, Records, and Enrollment Services by an announced deadline each semester.
4. Respond to student academic concerns.
5. Report all personal absences to the Dean.
6. Participate in program review and college accreditation processes as appropriate.
7. Complete his or her Flex obligation, calculated at 4.2 hours per Flex day as designated in the Academic Calendar.

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

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

ARTICLE XV WORKLOAD

I. Workload

A. General Provisions

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

II. Instructional activities

A. Lecture

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

B. Laboratory

Instructional activity complementary to a lecture course and delivered separately from the lecture course, in which the workload is divided between student contact activities and preparatory activities, including but not limited to laboratory preparation, course material development, responding to student work and grading. Instruction is normally delivered on a group basis.

C. Tutorial

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

D. Library, Counseling Services, and Learning Disability Specialists

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

During the term of this Agreement, the parties will select a consultant to conduct an organizational assessment. The purpose of the assessment will be to recommend how classes taught during the 2007/08 school year as “lecture,” laboratory,” and “tutorial” should be allocated under the revised definitions set forth above. Upon completion of the study, the recommendations of the consultant will be presented to the parties for their review and negotiations with the goals of resolution and implementation.

ARTICLE XV WORKLOAD

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

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

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

	<u>Contact Hours</u>		<u>LHE for load</u>
Lecture	1		1
Laboratory	1.2 (5/6)		1
Example: Chemistry 1A, 5/3/6 (unit/lecture/lab per week)			
	3 Hours Lecture	=	3 LHE
	6 Hours Laboratory	=	<u>5 LHE</u>
			8 LHE for load

- D.** Lecture Provisions:

1. The Dean will determine and approve course cancellations.
2. The minimum course enrollment will be twenty-two (22).
3. The Dean may authorize a course with less than the minimum enrollment for conditions such as academic and/or pedagogic rationale, safety, limited number of workstations, mandated program limits, academic sequential programs, and inter-collegiate athletics.
4. **Large Lecture Assignments:** Large lecture courses will have an enrollment of more than 45 students. The following conditions apply:
 - a. Large lecture courses must be pre-approved and scheduled by the Dean.
 - b. Large lecture compensation will be calculated by the Dean on Census Day using the formula in 'e' below.
 - c. The course must be listed in the general catalog of the college and offer units.
 - d. Consent of the faculty member(s) is required.

ARTICLE XV WORKLOAD

- e. An enrollment of forty-six (46) to sixty (60) and for every increment of fifteen (15) thereafter (for example, 61-75), one (1) additional OSH (overload) shall be assigned to the faculty member's workload (Refer to Section V, B, of this Article).
 - f. Large lecture compensation will not apply to the ten (10) OSH overload limit.
5. **Small Lecture Assignment (Contracted Classes):** Small lecture courses are established when there are extenuating circumstances and will enroll four (4) but less than twenty-two (22) students. The most common cause for engaging a small lecture class would occur when a class is scheduled to be canceled, and the class is needed to meet specific needs of the students affected. The following conditions apply:
- a. Enrollments will be monitored by the Dean.
 - b. Mutual consent of the faculty member and the Dean is required.
 - c. The course must be listed in the general catalog of the college and offer units.
 - d. The course must be well planned and structured, and follow the approved course outline on file with the state.
 - e. An individual course contract will be established between the Dean and the faculty member. The contract will include the total number of hours, meeting dates and times.
 - f. Small lecture compensation will be prorated per enrollment and paid according to rate specified in Appendix B.
6. **Team teaching course:** The total LHE assigned to the team that teaches the course shall not exceed the total LHE assigned to the course. A team-taught course will normally have a maximum enrollment of forty-five (45) students. This maximum enrollment will not be exceeded without the permission of the faculty members. In the event that a team-taught course is identified as a large lecture course (refer to III, D, 4, and V, B, of this Article), the total large lecture compensation will be distributed as the LHE is distributed among the team that teaches the course.

ARTICLE XV WORKLOAD

7. **Directed (independent) Study:** Directed study is designed to accommodate students who have schedule conflicts and are nearing completion of their degree. All academic employees are eligible to instruct a directed study course(s). The following conditions apply:
 - a. The Dean will identify and/or approve all directed study sections.
 - i. A syllabus and student contract for each study section must be on file with the Dean.
 - ii. A project, test, paper and/or presentation must be successfully completed by each student.
 - b. Consent of the faculty member is required.
 - c. Directed study sections may involve from one (1) to no more than three (3) students.
 - d. The assigned faculty member shall meet with the student(s) for a minimum of eight (8) contact hours during the semester.
 - e. The time scheduled for directed study section may not coincide with the faculty member's other assignments.
 - f. Directed study sections will not count toward the faculty member's contractual workload.
 - g. The faculty member shall be compensated at the appropriate hourly/OSH rate as described in Appendix A for eight (8) contact hours (see 'd' above).
8. **Cooperative Work Experience (CWE):** CWE is a course which is part of the existing state approved curriculum and will enroll at least one (1) but no more than thirty-five (35) students. The following conditions apply:
 - a. Enrollments and the combination of sections will be monitored and determined by the Dean on Census Day for workload.
 - b. Mutual consent of the faculty member and the Dean is required.
 - c. Three (3) LHE (see e, iii below) of CWE will be the maximum assignment per semester as part of a full-time workload and/or one OSH of CWE the maximum for overload.
 - d. The assignment can be either counted toward load or overload as approved by the Dean.

ARTICLE XV WORKLOAD

- e. A faculty member may teach one (1) CWE class, consisting of one or more sections, each semester as part of his/her workload. The assignment will be calculated as follows:
 - i. Nine (9) to seventeen (17) students enrolled, one (1) LHE assigned.
 - ii. Eighteen (18) to twenty-seven (27) students, two (2) LHE assigned.
 - iii. Twenty-eight (28) to thirty-five (35) students, three (3) LHE assigned.
- f. The faculty member must submit all appropriate documentation according to CCR, Title V, Section 55253.
- g. Compensation for CWE sections will be based on the receipt of the documentation.

9. **Productivity Incentive and Class Averaging:** If a faculty member has an average of forty-five (45) students per class, nine (9) above the current average of thirty-six (36), or a total of two-hundred twenty-five (225) students for the semester, he/she shall be allowed to teach the total of 225 students in no fewer than four separate classes.

If a faculty member has an average of thirty (30) students per class or greater (150 students per semester), he/she shall be allowed to teach one (1) class which does not meet the minimum enrollment of twenty-two (22) provided he/she still has 150 students.

This agreement does not change the contract language requiring twenty-two (22) students as minimum class enrollment.

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

ARTICLE XV WORKLOAD

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

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

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

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

Learning Disability Specialists' assignments may vary.

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

V. Other General Workload Provisions

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

ARTICLE XV WORKLOAD

4. Full-time faculty members assigned to extra duty assignments will receive the following extra duty days:

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

ARTICLE XV WORKLOAD

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

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

1. Only full-time faculty members can work overload.
2. Summer school assignments do not constitute an overload assignment.
3. Overload assignments will be calculated and compensated by the following ratios:

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

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

C. Summer Session Assignments: Faculty members may accept summer session assignments. The following conditions apply:

1. The Dean will give first consideration to full-time faculty members who meet minimum qualifications within their respective organizational unit.
2. Summer session assignments are not considered overload assignments.

ARTICLE XV WORKLOAD

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

	Contact Hours	Hours of Pay
Lecture	1	1
Laboratory	1	1

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

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

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

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

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

ARTICLE XV WORKLOAD

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

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

VI. Compensated Duties Beyond Instructional Assignments

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

B. Forms of Compensation for Duties beyond Instructional Assignments

1. Stipend: When a faculty member accepts a stipend assignment the following conditions apply:
 - a. The Dean will assign and approve all stipends in his/her area.
 - b. All stipends will be in addition to the faculty member's workload assignment.
 - c. Faculty members must sign a stipend contract which will require the faculty member to verify completion and/or satisfaction of the assignment under penalty of perjury.
2. Reassigned Time: Reassigned time is intended for those faculty members performing duties which require additional time, and a corresponding reduction in the amount of time assigned to normal contractual duties.
 - a. Reassigned time may be recommended by the College President and approved by the Chancellor.
 - b. Faculty members must sign a reassigned time contract which will include stated outcomes such as expectations, objectives and dates of completion of the assignment. The faculty member will be required to provide evidence of completion and/or satisfaction of the assignment to the appropriate administrator.
 - c. Faculty members receiving reassigned time will be eligible for additional workload assignments.

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- d. The Dean and faculty member will develop a work schedule that will provide the appropriate time for the faculty member to complete the activities identified in the reassigned project.

For example: If a faculty member's reassignment activities include scheduled meetings for every Tuesday during the semester, at a time during which there is no assigned contractual duty, then there shall be no conflicts with the assignment.

- e. The reassigned time allocated to the bargaining unit as described in Article VI, Section G, may not be converted to a stipend.

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

- A. Part-time faculty members may accept employment and workload assignments. However, there are no guarantees for part-time assignments. The following consideration, order of employment (offer), and conditions apply in order of priority:
 1. Full-time faculty members will receive their assigned workloads and appropriate overload(s) for the fall and spring semesters, and full-time faculty will have be given first consideration for summer assignments.
 2. Then consideration shall be given to returning part-time faculty who have received a rating of good or better on their last four consecutive evaluations.
 3. All other part-time faculty will be considered for assignment.
- B. The Dean may cancel the assignment of any part-time faculty member to provide a full workload (15 LHE) assignment to a full-time faculty member.
- C. Once all assignments have been made, the Dean may not cancel the assignment of any part-time faculty member for the purpose of providing a full-time faculty member with overload.
- D. A maximum assignment will be no more than nine (9) equivalent LHE (60%) per semester (Calif. Ed. Code section 87482.5) excluding ancillary activities (see Article XVI, II, D). Effective January 1, 2009, a maximum assignment will be no more than sixty-seven (67%) of a full-time workload, or ten (10) equivalent LHE, per semester (Calif. Ed. Code, Section, 87482.5).
- E. Part-time faculty members may provide service in professional ancillary activities and be compensated for such services which will not impact their status as a temporary employee (Calif. Ed. Code, Section, 87482.5).
- F. A retiree from the District who seeks part-time assignments will be required to have a medical certificate on file with Human Resources (see Calif. Ed. Code, Section, 87408.5).

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

The following conditions apply:

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

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

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

ARTICLE XV WORKLOAD

VIII. Course Content and Copyright Materials

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

ARTICLE XVI PART-TIME FACULTY

I. General Provisions

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

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

III. Workload (see Article XV)

IV. Evaluations (see Article XVII)

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

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

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

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

VI. Benefits (see Article XXVII)

VII. Wages (see Article XXX)

ARTICLE XVII EVALUATIONS

Probationary, Tenured and Part-Time

Purpose

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

I. Probationary Evaluation

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

A. Three-Step Process

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

1. Tenure Review Committee (TRC)

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

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

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

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

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

ARTICLE XVII EVALUATIONS

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

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- vi. Forward recommendation(s), with appropriate supporting documentation to the Vice President and President.

2. Student Evaluation

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

3. Administration Review

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

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

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

B. Evaluation Timelines

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

1. First Academic Year

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

2. Second Academic Year

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

3. Third Academic Year

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

4. Fourth Academic Year

- a. Follow d, e, f, g and h of the first year.
- b. Documentation of all employment conditions such as, completion of degree along with all the appropriate materials to the Director of Human Resources no later than February 1st.

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- c. Second semester (see Item I, section B, subsection 1i above) a letter of tenure or non-renewal sent no later than March 15th.

II. Tenured Faculty Evaluation

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

A. Two-Step Process

1. Student Evaluation

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

2. Administration Review

- a. The appropriate Vice President, Dean, or designee will make scheduled classroom/worksite/electronic visits as described below, complete a formal evaluation, and confer with the tenured faculty member.
 - i. The faculty member and Vice President, Dean or designee will mutually agree on the course(s) or equivalent in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her abilities.
 - ii. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes.

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- iii. Each evaluation may include information relevant to the instructional duties assigned to the faculty member, including participation in curriculum development and review, and in development and assessment of student learning outcomes. Any information included in the faculty member's evaluation regarding participation in curriculum or student learning outcome processes must be verified and documented.
- iv. A faculty member may also elect to have a second evaluation by a tenured faculty member of his/her choice. This second evaluation is intended for improvement of faculty members and it may become a part of the personnel file only at the request of the faculty member being evaluated.
- v. Faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- vi. Evaluations are to be based primarily on the observation described in subsection (ii) above. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

B. Evaluation Timelines

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

C. Follow-up Procedures

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

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

ARTICLE XVII EVALUATIONS

III. Part-Time Faculty Evaluations

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

A. Two-Step Process

1. Student Evaluation

- a. Each part-time faculty member shall have student evaluations conducted by the appropriate Vice President or designee in at least one course during the first semester of his/her first assignment at that college. Subsequent student evaluations shall take place every other semester in which an instructional assignment is held.
- b. The student evaluations are the property of the faculty member, and will be returned to the faculty member at the end of the semester, and the information contained therein will not be retained by the college or the district, and will not be used by the administration in the completion of the formal evaluation, or included in the faculty member's personnel file.

2. Administration Review

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

- a. The part-time faculty member and Vice President, Dean or designee will mutually agree on the course(s) in which the scheduled evaluation(s) will take place, so that the faculty member may be observed under optimum conditions commensurate with his/her teaching abilities.
- b. Each evaluation shall be based upon at least one (1) observation, lasting at least fifty (50) minutes.
- c. Part-time faculty members shall not be held accountable for any aspect of the educational program over which they have no authority.
- d. Evaluations are to be based predominantly on the observation described in subsection (b) above. Hearsay statements, rumors or information from anonymous sources shall be excluded from written evaluations. The evaluator may include in the written evaluation information which has been documented through a completed investigation subsequent to a complaint, the findings of which investigation have been delivered to the faculty member under evaluation prior to the inclusion of this information in the evaluation report.

ARTICLE XVII EVALUATIONS

B. Evaluation Timelines

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

IV. Development of New Student Evaluation Instruments

- A.** Within ninety (90) days from the adoption of this Agreement, the Vice Chancellor of Technology and Learning Services will convene a group, including but not limited to representatives of the Association and the administration, to develop student evaluation instruments.
- B.** The new student evaluation instruments will begin use starting with the 2008/09 school year.

ARTICLE XVIII PERSONNEL FILES

I. General Provisions

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

II. Access to Files and Release of Personnel Information

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

III. Placement of Material in Personnel Files

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

ARTICLE XIX TRANSFERS

I. General Provisions

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

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

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

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

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

ARTICLE XX TRAVEL

II. General Provisions

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

ARTICLE XXI SAFETY

I. General Provisions

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

ARTICLE XXII LAY-OFF PROCEDURES

I. General Provisions

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

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

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

ARTICLE XXIII DISCIPLINE PROCEDURES

I. General Provisions

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

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

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

ARTICLE XXV GRIEVANCE PROCEDURES

I. General Provisions

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

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

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

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

ARTICLE XXV GRIEVANCE PROCEDURES

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

II. Scheduling of grievance meetings

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

III. Time Limits

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

ARTICLE XXV GRIEVANCE PROCEDURES

IV. Grievance Procedure

A. Level I – Immediate Supervisor

1. Within one (1) year after the occurrence of the act or omission giving rise to the grievance, the grievant shall present his/her grievance in writing to the appropriate Association grievance chair and the immediate supervisor on the District grievance form (Appendix D). The grievance shall contain a clear and concise statement of the grievance, the circumstances involved, including any supporting evidence, the specific sections of this Agreement alleged to have been violated, the affected employee(s) and the specific remedy sought.
2. Within ten (10) days of receiving the grievance the immediate supervisor may request a formal conference to discuss the grievance. The immediate supervisor shall render a decision to the grievant in writing within ten (10) days of receiving the grievance, or of the date that the grievance conference was held, whichever is later.

B. Level II – President or Designee

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

C. Level III – Chancellor or Designee

1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision to the Chancellor, or designee, on the grievance form within ten (10) days of receipt of the decision at Level II, or of when the decision should have been received.
2. The appeal shall include a copy of the original grievance and appeals with decision rendered, and reasons for the appeal.

ARTICLE XXV GRIEVANCE PROCEDURES

3. The Chancellor, or designee, shall hold a conference with the grievant upon request of either party. The Chancellor, or designee, shall communicate the decision to the grievant in writing on the grievance form within fifteen (15) days of receiving the appeal and forward a copy of the response to Faculty Association.
4. The Chancellor's designee shall not be any person who has previously ruled on the grievance at any previous level.

D. Level IV – Arbitration

1. Where the grievant and Faculty Association wish to proceed to arbitration, a request shall be made to the Director of Human Resources within ten (10) days of receipt of the Chancellor's, or designee's, decision or of the date the decision should have been received. Should Faculty Association and the District be unable to mutually agree on the selection of an arbitrator:
 - a. Within five (5) days the Human Resources Office shall request a list of seven (7) arbitrators from the State Mediation and Conciliation Service.
 - b. Within ten (10) days after receipt of the list, a representative of the District and a representative of Faculty Association shall alternately strike names from the list until only one name remains.
2. Upon selection of the arbitrator, the Human Resources office shall contact the selected arbitrator to schedule a hearing at the earliest convenience of the arbitrator and the parties.
3. Arbitrator expenses, including any per diem fees, actual and necessary travel and subsistence expense, and other fees and expenses shall be paid equally by the District and the Faculty Association.
4. If either party so requests, the arbitrator shall specifically rule upon the appropriateness of arbitration of contested issues prior to the hearing on the merits of the grievance. If the parties cannot agree upon a statement of the issues to be arbitrated, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.
5. The arbitrator may render a decision only regarding the interpretation of the provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the administration to perform an illegal act.

ARTICLE XXV GRIEVANCE PROCEDURES

6. After a hearing and after both parties have had an opportunity to make written or oral arguments, the arbitrator shall submit, in writing, to all parties, his or her findings and award. The award of the arbitrator shall be binding on the Board of Trustees unless a court of competent jurisdiction directs otherwise.
7. Arbitrator's Recommendation
 - a. The Board shall adopt the arbitrator's recommendation at its next regular meeting after receipt, providing a minimum of ten (10) days elapse from receipt to the Board meeting.
 - b. The Chancellor may meet with the grievant and representatives to discuss other alternative solutions, if the arbitrator's decision would result in a proven financial hardship for the District. Any meeting to discuss alternative solutions does not release the District from the binding award recommended by the arbitrator unless agreed to in writing by the District and Faculty Association.

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

I. Bonded Sabbatical

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

A. Purpose

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

B. Length of Sabbatical

A sabbatical leave may take one of two possible forms:

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

C. Eligibility

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

D. Acceptable Sabbatical Projects

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

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

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

E. Sabbatical Committee

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

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

F. Application Process

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

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

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

G. Approval Process

1. Following procedures and guidelines established by the Sabbatical Committee and set forth herein, the Committee shall approve (or disapprove) each sabbatical application by a majority vote of the Committee and forward their approved list to the College President.
2. The names of approved applicants for a sabbatical shall be forwarded to the Chancellor for recommendation to the Board of Trustees no later than December 20th.
3. The Board of Trustees may grant a sabbatical (Calif. Ed. Code, Sections 87767 and 87768) to eligible faculty members whose applications have been approved by the Sabbatical Committee.
4. Each faculty member shall be notified on or before March 1st regarding the acceptance or rejection of their application.

H. Number of Sabbaticals and Priority Determinations

1. The number of semesters available for faculty sabbaticals shall be calculated as 4.63% of the full-time faculty semester/year obligation as reported by the Chancellor's Office, California Community Colleges to the District in the fall of that academic year (CCR, Title 5, Sections 51025, (a), 1 and 53302).
2. The determination of the number of semesters available for sabbaticals for any given academic year shall be made by rounding up after the multiplication process takes place.

Example:

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

3. The Sabbatical Committee will assign priority to proposed sabbatical projects as follows:
 - a. A first time applicant will be given priority over applicants who have had a previous sabbatical.
 - b. Thereafter, applicants will be determined by seniority of service and by the quality of the proposal as ranked by the Sabbatical Committee.

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

c. In the event of a tie when all previous criteria have been met, the tie shall be broken by a majority vote of the Sabbatical Committee.

4. A list of alternates shall be established and maintained by the Sabbatical Committee, in the event that a change of plan of a faculty member or increases in the total number of full-time faculty members employed permits additional available sabbatical semesters.

I. Length and Conditions for a Sabbatical

1. The recipient of a one semester sabbatical will be compensated at his/her regular salary and employee benefits; a two-semester sabbatical at two-thirds regular salary and full District-provided benefits. Year-long sabbaticals shall reduce the District contribution to STRS. Faculty members wishing to maintain full service credit with STRS must contact STRS.
2. Salary while on sabbatical shall be paid on a monthly basis during the academic year.
3. Faculty members cannot assume any other, additional full-time employment while on sabbatical, unless it is an integral part of their approved sabbatical. If this provision is violated, all compensation and the cost of employee benefits must be returned to the District.
4. Faculty members granted sabbatical shall not be authorized to perform additional professional services such as overload, overtime, part-time assignment, stipend, and grants for District pay. Nor will the District furnish equipment or materials, pay travel costs, or provide remuneration other than the sabbatical compensation during the period of the sabbatical. The Board may, upon application, grant exception to this provision.
5. A sabbatical shall be counted as experience for advancement on the salary schedule.
6. Academic credits earned while on sabbatical or professional development activity may be used toward salary increments the following academic year, in accordance with the existing board policies.

J. Guarantees

1. The faculty member must agree to return to the District for a period of service equal to twice the period of the sabbatical (i.e., one semester sabbatical requires one (1) year additional service; a full academic sabbatical requires two (2) years additional service) (Calif. Ed. Code, Section 87770).

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

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

K. Evidence of Completion

1. Upon completion of the sabbatical and within sixty (60) days of the faculty member's return to duty, a narrative report shall be submitted to the Sabbatical Committee for review and acceptance (or non-acceptance). This report will include:
 - a. a record of the activity such as, transcripts of study completed a copy of the product developed, and/or an evaluation of the project pursued;
 - b. a discussion of its impact on teaching and learning;
 - c. a description of how the sabbatical information will be used in a professional development plan;
 - d. a narrative on how the information contributes to the benefit of the students and to the District.
2. If the approved sabbatical project contains an implementation process or the Sabbatical Committee would like a follow-up report, the faculty member will provide the information requested in the time line provided.
3. The faculty member must schedule a minimum of one presentation(s) at a venue such as Flex Week, Division/School meetings, College Sabbatical Forum, and/or at a professional organization(s) meeting.
4. The Board of Trustees and/or the Sabbatical Committee may invite representative faculty members to make presentations of their sabbatical project/activity at Board of Trustees meetings.

L. Status Changes Relating to an Approved Sabbatical

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

ARTICLE XXVI

BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT

1. Project

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

2. Extenuating Circumstances

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

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

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

II. Professional Development

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

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

ARTICLE XXVII BENEFITS

I. Health Insurance

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

II. Part-Time Faculty Health Insurance

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

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

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

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

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

III. Dental Insurance

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

ARTICLE XXVII BENEFITS

IV. Vision Insurance

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

V. Employee Assistance / Mental Health Program

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

VI. Life Insurance

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

VII. Long Term Disability Insurance

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

VIII. Long Term Care Insurance

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

IX. Legal Assistance Program

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

X. Coverage Period

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

ARTICLE XXVII BENEFITS

XI. Benefits During a Leave

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

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

XII. Tax Sheltered Annuities

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

XIII. Medical Examinations and Tests

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

XIV. Parking

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

XV. Change in Level of Benefit

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

ARTICLE XXVIII WORKLOAD BANKING PROGRAM

I. General Provisions

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

II. Workload Banking

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

ARTICLE XXVIII WORKLOAD BANKING PROGRAM

III. Criteria to earn banked workload credit:

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

1. Lecture Assignments (contact hour)

	<u>Contact Hours</u>	<u>LHE for load</u>
Lecture	1	1
Laboratory	1.2 (5/6)	1

Example: Chemistry 1A, 5/3/6 (unit/lecture/lab per week)

3 Hours Lecture = 3 LHE

6 Hours Laboratory = 5 LHE

8 LHE for load

2. Non-Lecture Assignments (clock hour)

Thirty (30) clock hours = 1 LHE

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

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

E. Workload credit cannot be earned:

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

ARTICLE XXVIII WORKLOAD BANKING PROGRAM

IV. Criteria to redeem banked workload credit:

- A.** A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave.
- B.** Only full-time tenured faculty members may schedule a banked workload leave.
- C.** To schedule a banked workload leave, the faculty member must fill out the appropriate District form (see Appendix E) and schedule the banked workload leave with the Dean no later than February 1st for the Fall semester and no later than September 1st for the Spring semester.
 - 1. Every effort shall be made to accommodate a faculty member's request to redeem banked workload credit; however, it is recognized that a banked workload leave may be postponed under circumstances in which the absence of the faculty member would jeopardize the educational program. The Dean shall put in writing any postponement of the request to redeem banked workload credit.
 - 2. When two or more faculty members from the same department or area apply to schedule banked workload leave and both/all cannot be accommodated, those faculty members who have not previously taken banked workload leave shall have priority in order of seniority. The remaining faculty will be given priority for the following semester.
 - 3. A requested banked workload leave can be postponed for no more than one academic year.
 - 4. To ensure the stability of a program, department, or school, the faculty member requesting banked workload leave may be requested to work with the Division/School Chair and Dean to arrange for appropriate substitute coverage prior to scheduling a leave.

V. While the full-time faculty member is on a banked workload leave, unless an exception is granted by the Board of Trustees, he/she will not be eligible to:

- A.** work overload;
- B.** contract for extra assignments in the District;
- C.** work on a stipend or reassigned time;
- D.** work on any hourly assignments.

ARTICLE XXVIII WORKLOAD BANKING PROGRAM

VI. Cashing out banked workload credit: Once a faculty member has made an irrevocable election for workload banking, the faculty member shall not be entitled to cash out except under one of the following circumstances:

- A.** retirement;
- B.** medical disability as defined in Internal Revenue Code, Section 72 (m) (7);
- C.** termination (dismissal for cause), or release from probationary status;
- D.** death.

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

VII. Record Keeping

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

VIII. Reserve Funds

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

ARTICLE XXIX LEAVES

I. General Provisions

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

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

A. Paid Leave: Unless otherwise provided in this Article, a faculty member on a paid leave shall be entitled to:

1. return to the same or comparable position which he/she held immediately before commencement of the leave,
2. receive credit for annual salary increments provided during his/her leave,
3. receive during his/her leave all other benefits, including, but not limited to, insurance and retirement benefits, to the extent permitted by law.

B. Unpaid Leave: Except as otherwise prohibited by law, the District retains the sole discretion as to whether to grant a request for an unpaid leave of absence. Unless otherwise provided in this Article, a faculty member on an unpaid leave shall be entitled to:

1. return to the same or comparable position which he/she held immediately before commencement of the leave,
2. purchase health insurance for the duration of the leave by paying the premium, in full, on or before the first day of the leave, to the District's Business Office.

C. Reduced Contract Request Leave: A faculty member may request a reduced teaching load for any given academic year. The request must be received 90 days prior to the semester in which the reduction is requested. Exceptions to the notice of requirement may be granted by the College President.

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

ARTICLE XXIX LEAVES

II. Sick Leave

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

.0558 hours sick leave per hour paid

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

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

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

ARTICLE XXIX LEAVES

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

III. Maternity Leave

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

IV. Extended Illness Leave

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

ARTICLE XXIX LEAVES

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

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

VI. Personal Necessity Leave

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

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

VII. Bereavement Leave

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

VIII. Jury Leave

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

ARTICLE XXIX LEAVES

IX. Legislative Leave

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

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

X. In-Service Leave

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

XI. Family and Medical Leave

The District shall not refuse to hire and shall not discharge, fine, suspend, expel or discriminate against any faculty member because he/she exercises the right to family care leave or because he/she gives information or testimony related to his/her or another person's family care leave in an inquiry related to family leave rights.

A. Definitions

1. Child means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under eighteen (18) years of age or an adult dependent child.
2. Parent means a biological, foster or adoptive parent, a stepparent, a legal guardian, or another person who stood in loco parentis to the faculty member when the employee was a child.
3. Serious health condition means an illness, injury, impairment or physical or mental condition that involves either of the following:
 - i. Inpatient care in a hospital, hospice or residential health care facility.
 - ii. Continuing treatment or continuing supervision by a health care provider.

B. Eligibility

1. Any eligible faculty member who has served the District more than one (1) continuous year shall be eligible to take unpaid family care and medical leave under the provisions of state and federal law. The District may deny family care and medical leave to part-time employees who worked fewer than 1,250 hours during the previous year.

ARTICLE XXIX LEAVES

2. For eligibility purposes, full-time faculty members are deemed to have met the 1,250 hour test.

C. Family care and medical leave may be used for the following reasons:

1. Because of the birth of a faculty member's child, and in order to care for the child.
2. Because of the placement of a child with the faculty member for foster care or in connection with the faculty member's adoption of the child.
3. In order to care for a faculty member's child, parent or spouse with a serious health condition.
4. Because of the faculty member's own serious health condition which makes the faculty member unable to perform the functions of his/her job, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

D. Requests, Advance Notice and Certification

1. The faculty member shall give the District at least thirty (30) days written notice in advance of his/her need for family care and medical leave. If the faculty member learns of the need for this leave fewer than thirty (30) days in advance, he/she shall provide such notice as soon as practicable.
2. If leave is needed for a planned medical treatment or supervision, the faculty member shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. This scheduling shall be subject to the health care provider's approval.
3. When requesting family care and medical leave because of a serious health condition, the request shall be supported by a certification from the health care provider of the person requiring care. This certification shall include the following:
 - a. The date on which the serious health condition began.
 - b. The probable duration of the condition.
 - c. If the faculty member is requesting leave to care for a child, spouse or parent who has a serious health condition, the health care provider's certification must include both of the following:
 - i. Estimated amount of time the health care provider believes the faculty member needs to care for the child, parent or spouse.
 - ii. Statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.

ARTICLE XXIX LEAVES

- d. If the faculty member is requesting leave because of his/her own serious health condition,
 - i. The health care provider must certify that due to the serious health condition, the faculty member is unable to perform the functions of his/her job.
 - ii. The health care provider's certification need not identify the serious health condition involved. When the faculty member is requesting leave because of his/her own serious health condition, this information may be included at the faculty member's option.
 - iii. If additional leave is needed when the time estimated by the health care provider expires, the District may require the employee to provide recertification as specified above.
 - iv. If the faculty member is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.
 - v. If the District has reason to doubt the validity of a certification that accompanies a request for leave, the District may challenge the certification and require the faculty member to obtain, at District expense, a second opinion from a District-approved health care practitioner. If the second opinion is contrary to the first, the District may require, again at District expense, that the faculty member obtain a third medical opinion from a third health care practitioner approved by both the employee and the District.

E. Terms of Leave

1. Family care and medical leave shall not exceed 12 work weeks during any 12-month period.
2. The twelve (12) month period for calculating leave entitlement will be a rolling period measured backward from the date leave is taken and continues with each additional leave day taken. Thus whenever a faculty member requests leave, the District will look back on the previous twelve (12) month period to determine how much leave a member is entitled to.

ARTICLE XXIX LEAVES

3. Leave taken pursuant to the California Family Rights Act shall run concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA), except for any leave taken under the FMLA for disability on account of pregnancy, childbirth, or related medical conditions. In addition to family care and medical leave, a faculty member may be entitled to take pregnancy disability leave of up to four months. During the otherwise unpaid portion of pregnancy disability leave, the faculty member may use any accrued sick time or other paid leave.
4. Leave taken for the birth or placement of a child must be concluded within one year of the birth or placement of the child. Such leave does not have to be taken in one continuous period of time. The basic minimum duration of the leave shall be two weeks. However, the District shall grant a request for leave of less than two weeks' duration on any two occasions.
5. If both parents of a child work for the District, each parent may take up to 12 weeks of family care and medical leave related to the birth or placement of the child.
6. During the period of family care and medical leave, the District shall require the faculty member to use his/her accrued time off, and any other paid or unpaid time off negotiated with the District. Accrued sick leave shall be used when the purpose of the family care and medical leave is one for which sick leave may be taken pursuant to this Agreement and/or Board policy.

F. Leaves Near the End of the Term

The District may require a faculty member to continue taking a requested leave until the end of the term in any of the following situations:

1. If the faculty member begins a leave of three or more weeks' duration more than five weeks before the end of a term and would subsequently return to work during the last three weeks of the term.
2. If the faculty member, for reasons other than his/her own serious health condition, begins a leave of more than two weeks' duration during the period that begins five weeks before the end of the term and would subsequently return to work during the last two weeks of the term.
3. If the faculty member, for reasons other than his/her own serious health condition, begins a leave of more than five days' duration during the period that begins three weeks before the end of the term.

ARTICLE XXIX LEAVES

G. Intermittent/Reduced Work Schedule Leave

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

H. Maintenance of Benefits

1. During the period of family care and medical leave, the faculty member shall continue to be entitled to participate in the District's medical and dental plans.
2. If the faculty member fails to return from leave after the leave period has expired for a reason other than the continuation, recurrence or onset of a serious health condition or other circumstances beyond the faculty member's control, the employee may be required to reimburse any health premiums paid by the District during the period of leave.
3. The faculty member shall also continue to be entitled to participate in pension and retirement plans and/or any other welfare benefit plan to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose. In the absence of these conditions, the faculty member shall continue to be entitled to participate in these plans and the District may, at its discretion, require the faculty member to pay the premium for periods not covered by accrued leave.

I. Maintenance of Status

The faculty member shall retain his/her employee status with the District during the leave period, and the leave shall not constitute a break in service for purposes of longevity or seniority under any benefit plan or this Agreement. For purposes of layoff, recall, promotion, job assignment and seniority-related benefits such as longevity pay, the faculty member returning from family care and medical leave shall return with no less seniority than he/she had when the leave began.

ARTICLE XXIX LEAVES

J. Reinstatement

Upon granting a faculty member's request for family care and medical leave, the District shall guarantee to reinstate the faculty member in the same or a comparable position when the leave ends.

A faculty member who takes leave has no greater right to reinstatement than if he/she had been continuously employed during the leave period. If the District reduces its work force during the leave period and the faculty member is laid off for legitimate reasons at that time, he/she is not entitled to reinstatement, provided the District has no continuing obligations under a collective bargaining agreement or otherwise.

K. Notifications

In accordance with law, the District shall notify faculty members of their right to request family care and medical leave. Separate notices about federal and state law related to family care and medical leave shall be posted in a conspicuous place. Information about employee rights and obligations related to such leaves shall also be included in employee handbooks.

At least the first time in each six-month period that a faculty member requests family care and medical leave, the Chancellor or designee shall provide written notice to the faculty member detailing specific expectations and obligations and explaining any consequences of a failure to meet these obligations. The notice shall include:

1. Notice that the leave will be counted against the faculty member's annual family care and medical leave entitlement.
2. Requirements for the faculty member to furnish medical certification of a serious health condition.
3. The faculty member's right to substitute paid leave, conditions related to any substitution, and whether the District requires this substitution.
4. Health benefit arrangements.
5. The faculty member's right to restoration to the same or an equivalent job.
6. The faculty member's potential liability for health benefits should the faculty member not return to service.
7. The District's requirement that the faculty member, upon return, present medical certification to the effect that he/she is able to resume work.

ARTICLE XXX WAGES

I. General Provisions

A. Salary Schedule

The full-time salary schedule shall consist of five columns with:

1. 10 steps in the first column
2. 15 steps in the second column
3. 20 steps in the third column
4. 25 steps in the fourth column
5. 30 steps in the fifth column

B. Salary Schedule Column Placement Criteria

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

ARTICLE XXX WAGES

C. Previous Experience Credit for Initial Step Placement

1. Instructional experience

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

- a. 0-5 years of experience – placement on step 6
- b. 6 years of experience – placement on step 7
- c. 7 years of experience – placement on step 8
- d. 8 years of experience – placement on step 9
- e. 9 years of experience – placement on step 10
- f. 10 or more years of experience – placement on step 11

2. Non-instructional occupational experience

At the time of initial employment, faculty members may be awarded placement credit for non-instructional occupational experience provided that it directly relates to the District assignment. Credit granted will be at the rate of one step for two years of related experiences. No placement based upon any combination of past instructional experience and past non-instructional occupational experience will be higher than step 11 on the salary schedule.

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

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

ARTICLE XXX WAGES

D. Step and Column Movement

1. Step advancement

- a. Full-time faculty members shall move one step on the salary schedule annually for each contractual year of service.
- b. Part-time faculty members shall move one step on the salary schedule after having served the equivalent of 30 LHE.
- c. Step movements shall occur annually in the Fall.

2. Column Advancement

- a. After the date of hire, for the purpose of column advancement, nine (9) semester units of lower division college level credit from an accredited institution of higher education will be allowed for coursework that is pertinent to the principal area of assignment and/or is for retraining or the up-grading of skills. The coursework must be approved in advance by the Dean and Vice President.
- b. Coursework taken for column advancement outside the faculty member's primary assignment must be approved by the Vice President prior to enrolling in the course(s).
- c. A passing grade must be earned in all coursework accepted for salary classification credit. A pass/fail course must be noted as pass and a credit/non-credit course must be noted as credit in the transcript.
- d. All approved coursework taken shall be completed and/or degree conferred by September 1st of the year in which the salary classification is to become effective. All transcripts documenting the coursework taken for a change of column must be submitted to Human Resources no later than October 15th of the year in which the salary increase is to become effective.

E. Doctoral Stipends

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

ARTICLE XXX WAGES

II. Increase in Compensation

A. For the period of July 1, 2007 through June 30, 2008

The Academic Salary Schedule, the Regular Term Hourly Schedule and Summer School Hourly Schedule are set forth in Appendix A. The Academic Salary Schedule will reflect an increase of 4.53% over the existing 2006-2007 Academic Salary Schedules. The Regular Term Hourly Schedule and Summer School Hourly Schedule will reflect an increase of 6% over the 2006-2007 Regular Term Hourly Schedule and Summer School Hourly Schedule.

B. For the period of July 1, 2008 through June 30, 2009

The Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

C. For the period of July 1, 2009 through June 30, 2010

The Academic Salary Schedule, the Regular Term Hourly Schedule and the Summer School Hourly Schedule will be increased by 1%.

III. Resource changes

Should the District lose Basic Aid status before the beginning of the 2009-2010 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the 2009-2010 academic year.

ARTICLE XXXI FACULTY RETIREMENT BENEFITS

I. Retirement Incentive Programs

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

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

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

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

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

ARTICLE XXXI

FACULTY RETIREMENT BENEFITS

I. Consultant Contract Program for Retired Academic Employees

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

II. Health and Medical Benefits for Retirees

- A.** To be eligible for health and medical benefits after retirement, the faculty member shall concurrently retire from the District and STRS, and notify the District of his/her retirement from STRS by providing proof acceptable to the District of such retirement. If the retiree returns to active full-time service in a STRS contracting district he/she shall notify the District and the applicable insurance plan administrator of such action, at which time the benefits for both the retiree and his/her dependents as described in this provision shall cease.
- B.** Present medical, vision, and dental benefits for those retirees who were employed full-time by the District for ten (10) years immediately preceding the date of retirement and who have reached the age of fifty-five (55), and who meet the eligibility requirements described in section A above, and for the dependents of eligible retirees, shall continue until the retiree reaches the age of Medicare eligibility (in 2007, age 65).

ARTICLE XXXI

FACULTY RETIREMENT BENEFITS

C. Medicare Eligibility and Continuation of Benefits

1. The District will provide supplemental medical coverage for the retired faculty member, provided the retiree has purchased Medicare A and B coverage.
2. If the retiree has reached the age of Medicare eligibility but does not qualify for Medicare, benefits for the retiree will continue under the following circumstances:
 - a. The purchase of such coverage is permitted by the health carrier; and
 - b. The retiree pays the full cost of the medical insurance, including any penalty, fee or other cost imposed by the insurance carrier if the retiree has not purchased Medicare A and B coverage.
3. If the retiree has reached the age of Medicare eligibility but a dependent has not reached such age, benefits for the dependent may continue under the following circumstances:
 - a. The purchase of such coverage is permitted by the health carrier;
 - b. The retiree has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - c. The retiree pays an amount equal to the cost of the full-time faculty member health benefit package, less the District's cost of the supplemental medical coverage for the retiree. For example, if the cost of the health benefit package for a full-time faculty member is \$1000 per month, and the District's cost for supplemental insurance for the retiree is \$600 per month, the cost to the retiree for continued dependent health benefits would be \$400 per month. If the retiree is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.
4. If both the retiree and his/her dependent have reached the age of Medicare eligibility, the retiree may purchase for the dependent, through the District's health benefit providers, supplemental health coverage equivalent to that provided for the retiree so long as:
 - a. Such purchase is permitted by the health carrier;
 - b. The retiree and the dependent have purchased Medicare A and B coverage, if eligible to purchase such coverage; and
 - c. The retiree pays an amount equal to the District's cost for the retiree's supplemental health coverage. If the retiree or dependent is not eligible for Medicare, the retiree shall also pay any penalty, fee or other cost imposed by the insurance carrier.

ARTICLE XXXI FACULTY RETIREMENT BENEFITS

5. If the retiree is under the age of Medicare eligibility but the dependent has reached such age, health benefits for the dependent will continue under the following circumstances:

- a. Such purchase is permitted by the health carrier;
- b. The dependent has purchased Medicare A and B coverage, if eligible to purchase such coverage; and
- c. If the dependent is not eligible for Medicare or otherwise fails to purchase Medicare A and B coverage, the retiree shall pay any penalty, fee or other cost imposed by the insurance carrier.

D. After the retiree reaches the age of Medicare eligibility, the retiree may purchase vision and dental benefits, for both himself or herself and for dependents, through the District's providers so long as:

1. Such purchase is permitted by the health carrier;
2. Benefits for retirees are grouped in a separate rate from the active/early retirees' group; and the retiree pays the full cost of such benefits.

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

III. Emeritus Faculty Privileges

A. Eligibility

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

B. Privileges

1. Emeritus Faculty shall retain the same privileges afforded regular faculty.
2. Faculty members granted Emeritus status will be issued official college identification designating their status, and their names will be retained in the College catalog.
3. Emeritus faculty will be granted lifetime event, library, and parking privileges.

APPENDIX A
ACADEMIC SALARY SCHEDULES

See next 9 pages



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**ACADEMIC SALARY SCHEDULE - ANNUAL
2007/2008**

(4.53% increase over the existing 2006/2007 schedule)

STEP	I	II	III	IV	V
1					
2					
3					
4					
5					
6	54,030	57,272	60,514	63,756	66,998
7	56,192	59,434	62,675	65,917	69,159
8	58,353	61,595	64,837	68,078	71,320
9	60,514	63,756	66,998	70,240	73,481
10	62,675	65,917	69,159	72,401	75,643
11		68,078	71,320	74,562	77,804
12		70,240	73,481	76,723	79,965
13		72,401	75,643	78,885	82,126
14		74,562	77,804	81,046	84,288
15		76,723	79,965	83,207	86,449
16			82,126	85,368	88,610
17			84,288	87,529	90,771
18			86,449	89,691	92,932
19			88,610	91,852	95,094
20			90,771	94,013	97,255
21				96,174	99,416
22				98,335	101,577
23				100,497	103,739
24				102,658	105,900
25				104,819	108,061
26					110,222
27					112,383
28					114,545
29					116,706
30					118,867

Doctorate stipend \$3,268

*Based on 178 Days

Board Approved 4/27/2009
Effective 7/1/2007

SCHEDULE AC07



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**REGULAR TERM HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2007/2008**

(6% increase over the existing 2006/2007 schedule)

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	934	56.249	1,004	60.463	1,074	64.676	1,120	67.485	1,120	67.485
7	980	59.058	1,050	63.272	1,120	67.485				
8	1,027	61.867	1,097	66.081						
9	1,074	64.676	1,120	67.485						
10	1,120	67.485								

Board Approved 4/27/2009
Effective 7/1/2007

SCHEDULE AC07



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SUMMER SCHOOL HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2007/2008**

(6% increase over the existing 2006/2007 schedule)

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	934	56.249	1,004	60.463	1,074	64.676	1,144	68.890	1,214	73.103
7	980	59.058	1,050	63.272	1,120	67.485	1,190	71.699	1,260	75.912
8	1,027	61.867	1,097	66.081	1,167	70.294	1,237	74.508	1,307	78.721
9	1,074	64.676	1,144	68.890	1,214	73.103	1,283	77.317	1,342	80.833
10	1,120	67.485	1,190	71.699	1,260	75.912	1,330	80.126		
11	1,167	70.294	1,237	74.508	1,307	78.721	1,342	80.833		
12	1,214	73.103	1,283	77.317	1,342	80.833				
13	1,260	75.912	1,330	80.126						
14	1,307	78.721	1,342	80.833						
15	1,342	80.833								

Board Approved 4/27/2009
Effective 7/1/2007

SCHEDULE AC07



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**REGULAR TERM HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2008/2009
(1% increase over the 2007/2008 schedule)**

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	943	56.811	1,014	61.067	1,084	65.322	1,131	68.159	1,131	68.159
7	990	59.648	1,061	63.904	1,131	68.159				
8	1,037	62.485	1,108	66.741						
9	1,084	65.322	1,131	68.159						
10	1,131	68.159								

Board Approved 4/27/2009
Effective 7/1/2008

SCHEDULE AC08



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SUMMER SCHOOL HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2008/2009
(1% increase over the 2007/2008 schedule)**

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	943	56.811	1,014	61.067	1,084	65.322	1,155	69.578	1,226	73.834
7	990	59.648	1,061	63.904	1,131	68.159	1,202	72.415	1,273	76.671
8	1,037	62.485	1,108	66.741	1,179	70.996	1,249	75.253	1,320	79.508
9	1,084	65.322	1,155	69.578	1,226	73.834	1,296	78.090	1,355	81.641
10	1,131	68.159	1,202	72.415	1,273	76.671	1,343	80.927		
11	1,179	70.996	1,249	75.253	1,320	79.508	1,355	81.641		
12	1,226	73.834	1,296	78.090	1,355	81.641				
13	1,273	76.671	1,343	80.927						
14	1,320	79.508	1,355	81.641						
15	1,355	81.641								

Board Approved 4/27/2009
Effective 7/1/2008

SCHEDULE AC08



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**REGULAR TERM HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2009/2010**

(1% increase* over the 2008/2009 schedule)

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	952	57.379	1,024	61.677	1,095	65.975	1,143	68.840	1,143	68.840
7	1,000	60.244	1,071	64.543	1,143	68.840				
8	1,048	63.109	1,119	67.408						
9	1,095	65.975	1,143	68.840						
10	1,143	68.840								

*Should the District lose Basic Aid status before the beginning of the 2009-2010 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the 2009-2010 academic year.

Board Approved 4/27/2009
Effective 7/1/2009

SCHEDULE AC09



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SUMMER SCHOOL HOURLY SCHEDULE - OSH
ACADEMIC SALARY SCHEDULE
2009/2010**

(1% increase* over the 2008/2009 schedule)

STEP	I		II		III		IV		V	
	OSH	HOUR								
1										
2										
3										
4										
5										
6	952	57.379	1,024	61.677	1,095	65.975	1,167	70.273	1,238	74.572
7	1,000	60.244	1,071	64.543	1,143	68.840	1,214	73.139	1,285	77.437
8	1,048	63.109	1,119	67.408	1,190	71.705	1,262	76.005	1,333	80.303
9	1,095	65.975	1,167	70.273	1,238	74.572	1,309	78.870	1,369	82.457
10	1,143	68.840	1,214	73.139	1,285	77.437	1,357	81.736		
11	1,190	71.705	1,262	76.005	1,333	80.303	1,369	82.457		
12	1,238	74.572	1,309	78.870	1,369	82.457				
13	1,285	77.437	1,357	81.736						
14	1,333	80.303	1,369	82.457						
15	1,369	82.457								

*Should the District lose Basic Aid status before the beginning of the 2009-2010 academic year, the compensation increase for that year would be reduced to the percentage of state funded COLA for apportionment for the 2009-2010 academic year.

Board Approved 4/27/2009
Effective 7/1/2009

SCHEDULE AC09

APPENDIX B
CONTRACTED CLASS INSTRUCTIONAL AGREEMENT FORMS

See next 2 pages

Irvine Valley College Contracted Class Instructional Agreement

This form is to be used for contracted classes, classes taught or arranged to be taught because of extenuating circumstances. The most common cause for engaging in a contracted class is when a class is cancelled due to insufficient enrollment and the cancelled class is needed to meet the specific needs of the students affected.

In order to initiate a contracted class, the following criteria must be met:

- *Mutual consent of the instructor and the Office of Instruction as well as the school dean.*
- *Course listed in the general catalog of the college.*
- *Course well planned and structured within the guidelines of the course outline.*
- *More than three students. (A class of fewer than four students is processed as an independent study course).*

When and if the above criteria are met, the Office of Instruction may engage in a contract with the instructor which would specify the number of hours necessary for the instructor to teach the course on a semi-independent study basis. The hours will be paid at the rate specific in Article XX, hourly rate.

<input type="checkbox"/> Fall <input type="checkbox"/> Spring <input type="checkbox"/> Summer ____ (Year)			
Ticket No:	Course:	Units:	TOPS Code:
Mode of Instruction:		Total Semester Hours:	
% of Segment Assignment:		Total Contract Hours for Pay:	

_____ Instructor's Name (type or print)	_____ Instructor's ID
_____ Instructor's Signature	_____ Dated
_____ Dean's Signature	_____ Dated
Approved <input type="checkbox"/> Denied <input type="checkbox"/>	
_____ Vice President of Instruction	_____ Dated

Contracted Class Calculation

Segment Assignment % = Divide the number 22 into the C1 enrollment number. (22 is the minimum number of students a class may have before it is paid on a contract basis.)

Total Contract hours for Pay = Multiply the total semester hours by % of segment assignment.

APPENDIX C
UNPAID WORKLOAD EXCHANGE FORM

See next page

UNPAID WORKLOAD EXCHANGE

ARTICLE XIII—WORKLOAD

Section 31: Each division will maintain a pre-approved agreed upon substitute list approved by the Dean of the Division or School Chair and the Vice President of Instruction/Vice President of Student Services.

The faculty members who request an exchange must submit the request in writing and be signed by both parties.

It is agreed that the exchange is on an hour-for-hour basis. The exchange must be completed within the same academic year.

A faculty member may participate in no more than four (4) unpaid exchanges during any academic year. Unpaid faculty exchanges will not affect regular compensation or leaves as referenced in Article VIII—Leaves.

- Saddleback College
- Irvine Valley College

Semester: Fall Spring

Class Code _____ Class Title: _____

Date of Exchange _____

Hour of Exchange _____

Faculty Requesting Exchange

Dean of Division

Faculty Accepting Exchange

Dean of Division

Vice President of Instruction or
Vice President of Student Services

Date

APPENDIX D
DISTRICT GRIEVANCE FORM

See next 2 pages



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Office of Human Resources (949) 582-4850
www.socccd.org

Statement of Grievance - Academic

Grievant Name: _____

Division/School: _____

ATEP

Irvine Valley College

Saddleback College

Number: _____

Date of Alleged Grievance: _____

Date of Last Informal Discussion: _____

Date of Oral Response: _____

Specific Articles and Sections of Agreement Alleged to Have Been Violated:

Statement of Alleged Violation (Provide Complete Facts):

Relief Requested to Resolve this Grievance:

Signature of Grievant

Date Grievance Filed

Signature of Grievance Chair, SOCCCD Faculty Association

Date

Level One: Immediate Supervisor

Determination on Alleged Grievance:

Date of Receipt: _____

Date of Response: _____

Disposition of Grievance:

Resolved Denied

Signature: _____

Level Two: College President or Designee

Determination on Alleged Grievance:

Date of Receipt: _____

Date of Response: _____

Disposition of Grievance:

Resolved Denied

Signature: _____

Level Three: Chancellor of the District or Designee

Determination on Alleged Grievance:

Date of Receipt: _____

Date of Response: _____

Disposition of Grievance:

Resolved Denied

Signature: _____

Level Four: Request for Arbitration

This is notification that the SOCCCD Faculty Association hereby requests that this grievance be submitted to a neutral arbitrator. It is understood that both the District and the Faculty Association shall be bound by all provisions of Article XV, Section D, of the Academic Employee Master Agreement.

Date of Receipt: _____

Date of Response: _____

Disposition of Grievance:

Resolved Denied

Signature: _____
SOCCCD Faculty Association Representative

APPENDIX E
BANKED WORKLOAD FORMS

See next 3 pages

South Orange County Community College District

Workload Banking Leave Request Form

This form and an Academic Personnel Transaction Form must be submitted to the Office of Instruction, at the College of primary assignment, by February 1, for Fall requests and September 1 for Spring requests.

Name: _____ Signature: _____

Academic Division: _____

College: _____

Date Submitted: _____

- 1) I hereby request a “Workload Banking Leave Leave” for _____ semester of _____ as permitted in the South Orange County Community College District Academic Employee Master Agreement 2004-2007, and in compliance with the Workload Banking Program, *Article XXVIII*.
- 2) In compliance with the Academic Master Agreement my **equivalent semester LHE** is _____.

Academic Master Agreement XXVIII, Section IV, A: A full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave. Section IV, B: Only full-time tenured faculty members may schedule a banked workload leave. Section II, G: Banked workload leaves will be limited to once every eight (8) semesters.

- 3) (complete by putting the number of LHE in each blank below)

_____ **LHE** are posted in my LHE banking account

_____ **LHE** are pending official posting.

_____ **Total LHE to be posted prior to requested leave**

Request reviewed by:

Division Dean: _____

Date: _____

Comments: _____

Recommendation: _____

Vice President of Instruction/Student Services: _____

Date: _____

Comments: _____

Recommendation: _____

President: _____

Date: _____

Approved: yes_____ no_____

Comments: _____

Board Approval Date: _____

Send original to: Director of Human Resources

South Orange County Community College District

WORKLOAD BANKING REQUEST FORM (CONFIDENTIAL)
(Effective July 1, 2004)

Full-time faculty must complete and submit to your Division/School Dean at least one week prior to the beginning of the semester or summer in which the Workload Banking is desired. It is understood that this request is irrevocable and that once this form is submitted, the faculty member cannot be entitled to cash out unless the faculty member is no longer an employee of the District. In such a case, the rate of pay shall be at the rate of pay in effect at the time the banked workload credit was earned. It is further understood that a full-time faculty member must have fifteen (15) LHE banked prior to taking a banked workload leave. Banked workload leaves will be limited to once every eight (8) semesters.

[] Saddleback College [] Irvine Valley College

Name: Last First Middle Initial

Division/School

Social Security Number

The last semester I took a Workload Banking Leave was Semester Year

I hereby request that the class(es) in the overload assignment described below be banked for future use toward a semester leave of absence:

[] Fall [] Spring [] Summer

ALL LHE AFFILIATED WITH THE TICKET NUMBERS BELOW WILL BE BANKED

Table with 4 columns: Ticket Number, Estimated Number of LHE, and a blank column for entry. Includes a TOTAL 0 row at the bottom.

I hereby certify that I am a full-time faculty member and that I am banking the assignment(s) listed above. I understand that this decision is irrevocable unless this class must be changed to regular contract load due to a cancellation or other problem.

Signed Date

NOTIFICATION TO:

Division/School Dean Signature Date

Vice President for Instruction or Vice President for Student Services Signature Date

APPENDIX F
REDUCED CONTRACT REQUEST FORM

See next page

APPENDIX F

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

REDUCED CONTRACT REQUEST FORM

INSTRUCTOR: _____

PERIOD OF TIME FOR WHICH REDUCTION IS REQUESTED: (One year maximum)

SEMESTER _____ ACADEMIC YEAR _____ OTHER _____ (PLEASE SPECIFY: _____)

PERCENTAGE LOAD REDUCTION: _____

REASON FOR REDUCTION REQUEST:

Medical

Professional Development Activities (Please explain):

College Work-Related Situation (Please explain):

My signature affixed below indicates that this request is voluntary and that I fully understand and take responsibility for any and all consequences related to the impact upon my retirement and other benefits as a result of the reduction. I understand that my salary will be reduced in keeping with the percentage reduction in teaching load requested. I also understand that this reduction is distinct from the other provisions included in Article XXIX – Leaves, Academic Employee Master Agreement.

=====

Instructor's Signature

Date

Division/School Dean's Signature

Date

President's Signature

Date

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the 27th of April, 2009.

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT
FACULTY ASSOCIATION

Signature on file
Donald P. Wagner
President, Board of Trustees

Signature on file
Lee Haggerty
President, SOCCCDFA

Signature on file
Raghu P. Mathur
Chancellor

Signature on file
Lewis Long
Chief Negotiator

Signature on file
David P. Bugay
Vice Chancellor, Human Resources

Signature on file
William Hewitt
Negotiating Team Member

Signature on file
Teddi Lorch
District Director, Human Resources

Signature on file
Paula Jacobs
Negotiating Team Member

Signature on file
Glenn R. Roquemore
President, Irvine Valley College

Signature on file
Bill Billingsley
Negotiating Team Member

Signature on file
Beth Mueller
District Director, Fiscal Services

Signature on file
Ken Woodward
Negotiating Team Member

Signature on file
Kevin O'Connor
Dean, Liberal Arts, Learning Resources

Signature on file
Stewart Frame
Negotiating Team Member