

This is an agreement entered into July 1, 2007, by and between the Victor Valley College Board of Trustees (hereinafter referred to as the District) and the Victor Valley College CCA/CTA/NEA Chapter #1169 (hereinafter referred to as the Association).

ARTICLE 1: RECOGNITION

The District recognizes the Association (CCA/CTA/NEA Chapter #1169) as the exclusive representative for all full-time faculty.

ARTICLE 2: DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Some examples of those duties and powers are the exclusive right to: determine its organization, direct the work of its employees; determine the time and hours of operation of the physical plant, determine the kinds and levels of services to be provided, and the methods and means of providing them; establish policies, goals and objectives; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of district operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter relating to the continued legal operation of the college in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, suspend, terminate, and discipline employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement; and then only to the extent such specific and express terms are in conformance with the law. (Education Code 70902)

ARTICLE 3: MAINTENANCE OF CONDITIONS

Except as provided in the Agreement, the terms and provisions of board policies as they relate to the scope of the Rodda Act, and PERB (Public Employment Relations Board) interpretation, shall remain in effect during the term of this contract.

The District will maintain its current written policies on wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, and class size.

The exclusive representative of academic personnel shall have the right to consult on the definition of educational objectives, content of courses and curriculum, and the selection of textbooks.

The District shall have the right to consult with any full-time faculty member or full-time faculty organization on any matter outside the scope of representation. Conversely, the exclusive representative shall have the right to consult with the employer on any matter outside the scope of representation.

ARTICLE 4: ASSOCIATION RIGHTS

- A. Authorized Association representatives shall, in accordance with the conditions noted herein, have the right of reasonable access to District facilities for the purpose of contacting full-time faculty members and transacting lawful Association business.

In no event shall Association business interrupt or interfere in any way with classroom teaching hours or other official college-assigned responsibilities unless approved by the District. And further, the use of facilities shall not interfere with the college programs and duties of full-time faculty and shall not directly or indirectly interfere with the right of full-time faculty to refrain from listening or speaking with an Association representative.

- B. The Association may use, subject to regulation by the District, the school mailboxes and bulletin board spaces and other means of communication designated by the Superintendent/President subject to the following conditions:
 - 1. All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization together with a designated authorization by the Association President.
 - 2. A copy of such postings or distributions must be delivered to the Superintendent/President or designee at the same time as postings or distributions, except that the Association may request authorization from the Superintendent/President to distribute materials that fall within the scope, section 3543.2, without disclosing the detailed text when such disclosure would be detrimental to the Association's bargaining position.
 - 3. The Association will not post or distribute information which is legally derogatory or defamatory of the District or its personnel. Such information shall be subject to immediate removal by the District. In addition, the right of the association to post or distribute information through mailboxes and bulletin boards will be suspended for a period of at least one full semester.
 - 4. The Association agrees to reimburse the District on an actual-cost basis for expenses incurred.

ARTICLE 5: PERSONNEL FILES

- A. The District shall not base any adverse action against a full-time faculty member upon materials which are not contained in the full-time faculty member's personnel file.
- B. There shall be only one personnel file for each full-time faculty member. The Superintendent/President or the Superintendent/President's designee and the full-time faculty member shall have full access to the file, except that the full-time faculty

member shall not be shown any document submitted in confidence prior to employment in any position at the College. A representative of the Association shall have access to said file with the full-time faculty member's written non-continuing authorization. A log shall be kept in each personnel file indicating the name of each person inspecting the file and the date of said inspection, with the exception of routine clerical transactions.

- C. The information in the personnel file shall not be released to anyone other than the authorized persons listed above except as provided by law, nor shall copies of any documents in said file be made without the full-time faculty member's written non-continuing consent or as permitted by law. Any material placed in a full-time faculty member's personnel file must be signed and dated by the originator/author (Education Code 87031) within ten days of knowledge of the alleged offense and a copy identified as going into the file shall be given to the full-time faculty member prior to the original being placed in said file.
- D. A full-time faculty member shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy. A full-time faculty member who presents any evidence that information in his/her file is false or erroneous shall have the right to a hearing before a fact-finding committee for the purpose of having such information verified. The committee will rule whether the material shall be retained, rectified or expunged. This committee shall be composed of: two (2) faculty members selected by the President of the faculty Association; two (2) administrators selected by the President of the college; one (1) additional member agreed on by the two faculty and two administrators previously selected.

No member of this committee shall have been involved with the gathering, handling, or filing of the information in question.

The decision of the committee may be appealed to the Board of Trustees by either party.

- E. A full-time faculty member shall have the right to place in the file such material as he/she determines may have bearing on his position as a full-time faculty member.
- F. Upon mutual consent of the full-time faculty member and the Superintendent/President, negative or derogatory material in a full-time faculty member's personnel file shall be destroyed.

ARTICLE 6: DISCIPLINE

The statutory guarantees contained in the Education Code applicable to the disciplining of Victor Valley College District full-time faculty are incorporated into this Agreement and shall apply to regular and contract faculty.

ARTICLE 7: GRIEVANCE PROCEDURES (See Appendix B-1)

A. Definition of Terms

1. Grievance - a written allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this agreement and that the grievant has been adversely affected.
2. Grievant - an individual full-time faculty member covered by the terms of this agreement who alleges a grievance. The Association shall have the right to grieve on issues of Association Rights. If more than one (1) full-time faculty member has been adversely affected by an identical violation, misinterpretation or misapplication of this Agreement, the Association may process a grievance for all full-time faculty members of the group. When such a class grievance is declared, the resolution (relief sought) shall be applicable to all affected full-time faculty members.
3. Days - Days are Monday through Friday, excluding holidays, during the fall/spring academic calendars. Any grievance initiated during the regular academic year which is not concluded or occurs in the summer/winter sessions will be carried over until the next regular semester.
4. Appropriate Supervisor - the administrator or other management employee of the District having immediate jurisdiction over the grievance and who has been designated to adjust the grievance.

B. Procedures at Level I

Within twenty-five (25) days after the occurrence of the act(s) or omission giving rise to the grievance, or within twenty-five (25) days from the time the grievant could reasonably be expected to know of the event which gives rise to the grievance, the grievant shall attempt to resolve the grievance by conference with the appropriate supervisor as defined in A.4. It is required, that the Level I Grievance Form (Appendix B-2) be used to present the grievance at this level.

C. Procedures at Level II

1. If the grievance has not been resolved at Level I, the grievant shall, within thirty (30) days after the occurrence of the act(s) or omission giving rise to the grievance, or within thirty (30) days from the time the grievant could reasonably be expected to know of the event which gives rise to the grievance, present his/her grievance on the Level II Grievance Form (Appendix B-3) to the Superintendent/President of the District or his/her designee.
2. Within ten (10) days after receipt of the Level II grievance by the Superintendent/President, or his/her designee, a meeting will be held with the

grievant. The administration will, within five (5) days following the meeting, provide the grievant with a written response to the grievance.

D. Procedures at Level III

1. If the grievance is not resolved at Level II, within five (5) days, the grievant shall request that the Association submit the grievance to binding arbitration. The Level III Grievance Form (Appendix B-4) is to be used for this purpose.
2. The Association will notify the Superintendent/President of its intent to proceed with the grievance to binding arbitration, within fifteen (15) days after the request has been given to the Association by the grievant. The Level III Grievance Form submitted by the grievant shall be used for this purpose.
3. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, a joint request shall be made to the California State Mediation and Conciliation Services to submit a list of not less than five (5) persons as possible arbitrators.
4. Within ten (10) days of receipt of the list of possible arbitrators, the Association and District shall meet and will alternately strike names until one name remains. The remaining name shall be the name of the selected arbitrator. The order of the striking shall be determined by lot.

E. Arbitration

1. The parties shall be bound by the Voluntary Labor Arbitration Rules of the California State Mediation and Conciliation Service.
2. The arbitrator's decision will be in writing and will set forth his/her findings, reasonings and conclusions on the issue(s) submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of the agreement. The decision of the arbitrator shall be final and binding upon all parties.
3. The arbitrator shall have no power to alter, add to or detract from the provisions of the agreement.
4. The arbitrator shall, as soon as possible, conduct a hearing and render a decision on the issue(s) submitted to him/her.
5. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by review of the grievance materials presented during arbitration.

6. Upon mutual agreement between the parties the arbitration may be heard under an expedited procedure and the arbitrator would render a bench award at the conclusion of the grievance hearing. If the parties agree to this expedited procedure, the arbitrator shall be relieved of any obligation to prepare findings and a formal decision. In such cases, the arbitrator's decision shall be final and binding upon all the parties.
7. The cost of the services of the arbitrator will be borne equally by the District and Association. All other expenses shall be borne by the party incurring them.

F. Miscellaneous

1. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the Association to assist in processing the grievance nor to authorize the participation of the Association in a grievance except at the grievant's request.
2. The time limits specified at each level in the grievance procedure may be extended by mutual written agreement.
3. If a grievance is not processed (filed or appealed) by the grievant and/or the Association in accordance with the time limits set forth in this Article, it shall be considered settled and concluded. If the District fails to respond to the Level I grievance, the failure to respond shall be deemed a denial of the grievance and the grievant may proceed to the next step.
4. The grievant and/or his/her representative shall be provided reasonable release time at Level I or above for the purpose of grievance conferences and hearings. Any witness who appears at the conferences and hearings shall be accorded the same release time rights. The grievant and/or their representatives shall provide adequate notice to the District in advance of their anticipated appearances.
5. All documents, communications, and records dealing with the processing of a grievance shall be filed in the Office of Human Resources, but separately from the personnel file of the participants.
6. No reprisals of any kind will be taken by the administration or its representative or the Board against the grievant or any representative of the grievant by reason of their bringing a grievance or participating in a grievance; nor shall any reprisals of any kind be taken by the Association or any member or representative of the Association against either the participant in the grievance procedure by reason of such participation or decision.
7. The District shall not agree to a resolution of a formal grievance until the president of the Association has received a copy of the grievance and the proposed resolution and the Association has been given opportunity to file a

response. The Association shall receive a copy of each formal grievance at the time of filing.

8. Upon written request of either party, the other shall provide access to non-privileged and non-confidential documents which are to be offered in evidence at an upcoming grievance arbitration hearing. “Confidential” documents shall include, but not be limited to, the personnel records of employees other than the grievant. “Privileged” documents shall include, but not be limited to, any written communications between the party and its attorney and any work product developed by the party, for purposes of argument, illustration or clarification.
9. In the event a grievance is filed at such a time that it cannot be processed through all steps of the grievance procedure by the end of the academic year, and if left unresolved until the beginning of the following academic year could result in harm to the grievant or the District, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the academic year or as soon as practicable.

ARTICLE 8: COMPENSATION

See Appendix C for salary schedule.

A. Placement of New Full-Time Faculty on the Salary Schedule

The Disciplines List by the Academic Senate for California Community Colleges will be the document used to determine academic/professional placement.

| ACADEMIC | VOCATIONAL/PROFESSIONAL* |
|---------------------------------------|--|
| CLASS I MA | Minimum qualifications** |
| CLASS II MA + 15 or BA + 60*** | AA with 6 years of professional experience** |
| CLASS III MA + 30 or BA + 75*** | BA with 2 years of professional experience** |
| CLASS IV MA + 45 or BA + 90*** | MA with 2 years of professional experience** |
| CLASS V MA + 60 or BA + 105*** or PhD | MA + 15 or BA + 60*** or PhD with 2 years of professional experience** |

* Those disciplines for which a Masters Degree is not generally expected or available.
 ** Required professional experience cannot be used for vertical progression on schedule.
 *** Including Masters Degree
Note: Initial step placement not to exceed step 8.
Note: Nursing faculty will be placed on the vocational/professional track.

1. Academic Track

- a. Class placement - Placement shall be made on the basis of academic education.
- b. Step placement - For new faculty entering the District, a maximum of seven (7) years of teaching experience will be allowed for placement on the eighth (8th) step.

2. Vocational/Professional Track

- a. Class placement - Placement shall be made for vocational/professional faculty on the basis of experience and academic education.
- b. Step placement - Vocational /Professional faculty will be placed on a step by using the ratio of three years of paid, full-time employment in the subject area they are teaching as equivalent to one step, excluding professional experience used for class placement. A maximum of twenty-one (21) years will be allowed for placement on the eighth (8th) step.

- B. Advancement on the Salary Schedule

Full-time faculty members shall be entitled to the annual step increase, if any, on the anniversary date of the unit members' first date of paid service as a probationary employee. The purpose of this provision is to provide one step increase for each full year of paid service.

1. Class - Advancement shall be made based on earned degrees and units earned subsequent to the completion of all requirements for the degree involved. All degrees and units must be germane to the full-time faculty member's assignment, constitute an improvement of instructional skills or be germane to an alternate assignment of value to the District. All units, to be considered for lateral movement on the salary schedule, must be approved by the District in writing prior to taking the course. Application for approval shall be submitted to the Chair of the Academic Development Committee, c/o Vice President of Human Resources, on Appendix D-1 or D-2, for review and recommendation to the Superintendent for approval. If time constraints preclude prior recommendation by the Academic Development Committee to the Superintendent, the decision shall be made by the Superintendent or designee.

All degrees and units must be completed by and reported to the Vice President of Human Resources prior to November 1st of the contract year for movement on the salary schedule that year.

2. Step - Advancement shall be made on the basis of years of service to the College. One complete year of service is required for step advancement.

C. Acceptable Degrees and Units for Placement or Lateral Movement on Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:
 - a. Middle State Association of College & Secondary Schools (MSA)
 - b. New England Association of College & Secondary Schools (NE)
 - c. North Central Association of College & Secondary Schools (NC)
 - d. Northwest Association of Secondary & Higher Schools (NW)
 - e. Southern Association of College and Schools (SA)
 - f. Western Association of Schools and Colleges (WASC)
2. All units must be upper division or graduate level with the following exceptions:
 - a. Vocational/Professional faculty placed on Columns I or II.
 - b. Demonstrated benefit to the college such as, a retraining goal approved by the Superintendent/President.

3. Foreign Transcripts

All foreign transcripts must be evaluated to U.S. standards through a foreign educational credential evaluation service. A current list of approved agencies providing this service is available in Human Resources.

D. Summer Session Instructional Compensation

Summer session instructors' salary shall be calculated as follows:

Prior year annual salary x .85 percentage of annual full-time load.

E. Non-Instructional Extra-Duty Days

Non-instructional full-time faculty shall be paid on a daily rate calculated as follows:

1. Summer Session (any time prior to July 1): Prior year annual salary divided by 175 days.
2. Other Extra Duty: Current year annual salary divided by 175 days.

F. Bargaining Unit Reassigned Time

Reassigned time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be granted annually to the union for the accomplishment of union business, to include negotiations. The reassigned time shall be given to the union as a block of time to be distributed by the union. (See Article 17)

G. Department Chair Compensation

The intent of the Association and the District is to assure that Department Chairpersons shall be compensated annually for all faculty who serve in the department. For compensation purposes, department members shall be defined as the number of all full-time and associate faculty members who have served in the department as of April 15.

H. Payroll Timelines

1. Full-time faculty will be paid their regular salary on a 10-month salary schedule, 10 equal payments, beginning September 1 of each year.
2. When full-time faculty teach classes for unit pay, the following pay guidelines will be used:
 - a. Full-term classes will be paid in four equal installments, provided assignments have been board-approved and contracts have been signed.

For example:

- 1) Fall 2007 pay schedule:
October 1, November 1, December 1, and January 1 (equal installments)
- 2) Spring 2008 pay schedule:
March 1, April 1, May 1, June 1 (equal installments)

- b. Eight-week classes will be paid in two equal installments, provided assignments have been board-approved and contracts have been signed.
For example:

- 1) Fall 2007 pay schedule:
First 8 weeks: October 1 and November 1 (equal installments)
Second 8 weeks: December 1 and January 1 (equal installments)
 - 2) Spring 2008 pay schedule:
First 8 weeks: March 1 and April 1 (equal installments)
Second 8 weeks: May 1 and June 1 (equal installments)

I. Overpayment of Wages

An overpayment is a wage payment that has occurred as a result of cancelled classes or natural or unforeseen events that alter the continuation of a class or activity where wages have been paid and the work has not been completed. A wage payment can refer to any hourly, unit, contract, release time, stipend, reassigned, grant, lump sum, special/categorical, or other wages paid.

Deductions shall be made as follows:

Overpayment of wages shall be reimbursed by the unit member within a six-month period.

J. Scheduled Salary Increases

1. The following increases shall be distributed between benefits and salary in whatever manner the Association deems appropriate:
 - a. Effective July 1, 2007, faculty will receive COLA as defined by the state plus 2%
 - b. Effective July 1, 2008, faculty will receive COLA as defined by the state plus 2%
 - c. Effective July 1, 2009, faculty will receive COLA as defined by the state plus 1%
2. See Appendix C for hourly/unit of pay increases.

ARTICLE 9: BENEFITS

- A. The District agrees to provide each full-time faculty member \$8100 per year designated for the non-discriminatory cafeteria plan. All full-time faculty members must subscribe to health and life insurance, the cost of which will be deducted from this cafeteria plan.

The above amount will be pro-rated for full-time faculty members with less than a full-time contract at the ratio of their contract to a full-time contract. This section does not apply to retired full-time faculty members.

- B. The District shall pay 100% of the supercomposite rate for medical and mental health premiums, as well as mandatory life insurance premiums. Should the supercomposite rate exceed \$8100 at any time, it will be supplemented with funds as board approved on January 9, 2007, Compensation and Benefits (COLA plus 2% on salary and benefits for 2007, COLA plus 2% on salary and benefits for 2008, and COLA plus 1% on salary and benefits for 2009).

- C. Any additional cash from the \$8100 (see 9.A) left over after the supercomposite rate for medical and mental health premiums, as well as mandatory life insurance premiums have been deducted, will be returned to the full-time faculty member in his/her paycheck.
- D. Vision and dental insurance will be voluntary.
- E. Full-time faculty will have a choice of two (2) HMOs (one must be Kaiser) and one PPO, POS, or Elect Plan.
- F. Any changes (i.e. office co-pays, prescription drug plans, and deductibles, etc.) recommended by the Benefits Committee made up of two faculty and two administrators or changes in carriers must be bargained and ratified by faculty.
- G. The Association reserves the right to return to tiered rate insurance plans after 2008/2009.
- H. A Section 125 Flexible Benefit Plan will be offered to full-time faculty members on a voluntary basis, consistent with the requirements of law. This plan allows full-time faculty members to set aside, on a pre-tax basis, certain unreimbursed medical expenditures and dependent day care expenditures, in addition to certain out-of-pocket premium costs, subject to federal and state regulations.
- I. Retirement Benefits.

Retirement benefits for full-time faculty members who are eligible for STRS/PERS retirements and who have a minimum of ten years of full-time service at Victor Valley College at the time of retirement will include:

1. Health insurance premiums are paid for full-time faculty members until the full-time faculty member reaches Medicare age. Health insurance premiums are paid for the spouse of a retired full-time faculty member until the spouse reaches Medicare age, or for a period not to exceed five (5) years (those allowed under COBRA) after the retired full-time faculty member reaches Medicare age, whichever occurs first. Spousal coverage shall be limited to the spouse at the time the full-time faculty member retires. The provisions of the insurance policy concerning insurance termination are in effect when:
 - a) the full-time faculty member dies and the full-time faculty coverage and the spousal coverage ends; or
 - b) the full-time faculty member reaches Medicare age, and only the full-time faculty member coverage ends.
2. An offer of a part-time contract (20% of a full load) will be made for each of the first two years after retirement for the dollar amount permitted by STRS or 20%

of the full-time faculty member's latest salary before retirement, whichever is less, if appropriate openings are available as determined by the District.

3. In the event that any or all of the medical providers under the district-paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in Section 9A above for the unit member and/or his/her spouse to obtain alternative benefits.

ARTICLE 10: ACADEMIC CALENDAR

A. Academic Calendar

1. The Academic calendar shall be not less than 175 days (Title 5, Section 55700).
2. "Academic year" is defined as that period between the first day of fall semester and the last day of the following spring semester. (CEC 87661d).
3. The fall semester shall begin on the first work day in the last week of August and continue for 16 weeks. The spring semester shall begin on the first workday in the third week of February and continue for 16 weeks.
4. When a winter session is offered, it will be scheduled between the fall and spring semesters.
5. When a summer session is offered, it will be scheduled between the spring and fall semesters.

B. Timeline

The Association and the District shall begin bargaining the proposed calendar for the following academic year by the first Monday of October. The final adopted calendar(s) shall be subject to approval of the Association and the District. The parties shall make every reasonable effort to complete this process by the first Monday of December.

C. Extension of Terms

The District, at its discretion, may extend the semesters, summer session, and winter session calendars, to meet the needs and/or requirements of special programs (e.g. Administration of Justice, Fire Technology, etc.)

D. Cancelled Classes

If classes are cancelled due to disasters or to protect the safety of the students and employees, faculty will receive additional pay up to two days for work on days not regularly scheduled. Additional necessary schedule changes will be made only after consultation with the Association.

ARTICLE 11: FULL-TIME FACULTY TITLES

Full-time faculty titles will be determined by years of service at Victor Valley College.

Faculty Title
Instructor/Counselor/Librarian
Assistant Professor
Associate Professor
Professor

Service at Victor Valley College
Years 1 through 4
Years 5 through 7
Years 8 through 10
Years 11 onward

ARTICLE 12: FULL-TIME INSTRUCTIONAL ASSIGNMENTS

A. Instructor Assignments

An hour of instruction is defined in Education Code Section 84527. Instructors have a professional responsibility and obligation to the students and the District that extends beyond the formal lecture, individualized instruction, laboratory assignments, and office hours. These responsibilities include: advising students, curriculum evaluation and revision, grading, field trips, conferences, course preparation, faculty meetings and serving on committees. Unless mutually agreed by the Chief Instructional Officer or designee and the respective faculty member, no full-time faculty member shall be assigned more than a total of eighteen (18) hours per semester for the purpose of attending District faculty meetings, student advising, and serving on committees.

1. For a sixteen (16) week semester, the teaching assignment will be:
 - a. 16.875 lecture hours per week, or
 - b. 20.25 hours of individualized instruction per week, or
 - c. 23.625 hours of laboratory per week, or
 - d. A combination of any of the above
 - e. Cooperative Education 125 students to one instructor (Title 5, Section 58051)
2. Contract and regular faculty members must complete their annual faculty assignment within the semesters of the academic year and shall not be required to teach during the winter session or summer session.
3. Faculty and administration must mutually agree on all Saturday assignments.
4. For spring 2007, full-time faculty members shall have first right of refusal for all hourly assignments up to 200%, or 2.00 FTEF. In 2007-2008, full-time faculty members shall have the first right of refusal for all hourly assignments up to 180%, or 1.80 FTEF per semester. In 2008-2009 and thereafter, full-time faculty members shall have first right of refusal for all hourly assignments up to 160% or 1.60 FTEF per semester. Additional hourly assignments for the semester may be awarded with the approval of the faculty member and Chief Instructional Officer or designee.
5. Scheduling of Fall and Spring Classes and the Assignment of Faculty
 - a. Full-time instructional faculty shall be assigned to the schedule without classification as to location, day, or evening program. The schedule should be arranged so that the classes on a single day do not span a period greater than 12 hours without the permission, in writing, of the instructor. The Chief Instructional Officer or designee shall have the responsibility and authority to determine the scheduling of classes and the assignment of full-time faculty.

- b. Each department chair, in conjunction with the full-time faculty members in his/her department, will develop a class schedule which must be approved by the CIO or his/her designee.
 - c. No more than two (2) days after the CIO or his/her designee approves the schedule, the department chairs will email full-time faculty a list of scheduled classes for each discipline asking faculty to indicate load and hourly class preferences. Faculty shall have ten (10) working days from the date the department chair sends out the schedule to choose assignments.
 - d. In cases of immediately vacated assignments within 10 days of the start of the session, the ten-day rule shall not apply.
 - e. See Article 20 for Winter and Summer Instructional Assignments.
6. Load Charts:
 Each semester's load is one-half an annual load and is expressed as 0.500. The annual load is the sum of fall and spring semesters' loads, or 1.000. The charts are based on the number of weeks in the semester and the number of hours per week.

| a. Lecture Hours | | |
|-------------------------|----------------------|--------------------|
| Hours Per Week | Semester Load | Annual Load |
| 0.56 | .01667 | .03333 |
| 1.125 | .03333 | .06667 |
| 2.25 | .06667 | .13333 |
| 3.375 | .10000 | .20000 |
| 4.50 | .13333 | .26667 |
| 5.625 | .16667 | .33333 |
| 6.75 | .20000 | .40000 |
| 7.875 | .23333 | .46667 |
| 9.00 | .26667 | .53333 |
| 10.125 | .30000 | .60000 |
| 11.25 | .33333 | .66667 |
| 12.375 | .36667 | .73333 |
| 13.50 | .40000 | .80000 |
| 14.625 | .43333 | .86667 |
| 15.75 | .46667 | .93333 |
| 16.875 | .50000 | 1.0000 |

| b. Individualized Instruction | | |
|--------------------------------------|----------------------|--------------------|
| Hours Per Week | Semester Load | Annual Load |
| 0.563 | .01389 | .06250 |
| 1.125 | .02778 | .05556 |
| 2.25 | .05556 | .11111 |
| 3.375 | .08333 | .16667 |
| 4.50 | .11111 | .22222 |
| 5.625 | .13889 | .27778 |
| 6.75 | .16667 | .33333 |
| 7.875 | .19444 | .38889 |
| 9.00 | .22222 | .44444 |
| 10.125 | .25000 | .50000 |
| 11.25 | .27778 | .55556 |
| 12.375 | .30556 | .61111 |
| 13.50 | .33333 | .66667 |
| 14.625 | .36111 | .72222 |
| 15.75 | .38889 | .77778 |
| 16.875 | .41667 | .83333 |
| 18.00 | .44444 | .88889 |
| 19.125 | .47222 | .94444 |
| 20.25 | .50000 | 1.0000 |

| c. Lab Hours | | |
|-----------------------|----------------------|--------------------|
| Hours Per Week | Semester Load | Annual Load |
| 0.563 | .01190 | .02381 |
| 1.125 | .02381 | .04762 |
| 2.25 | .04762 | .09524 |
| 3.375 | .07143 | .14286 |
| 4.50 | .09524 | .19048 |
| 5.625 | .11905 | .23810 |
| 6.75 | .14286 | .28571 |
| 7.875 | .16667 | .33333 |
| 9.00 | .19048 | .38095 |
| 10.125 | .21429 | .42857 |
| 11.25 | .23810 | .47619 |
| 12.375 | .26190 | .52381 |
| 13.50 | .28571 | .57143 |
| 14.625 | .30952 | .61905 |
| 15.75 | .33333 | .66667 |
| 16.875 | .35714 | .71429 |
| 18.00 | .38095 | .76190 |
| 19.125 | .40476 | .80952 |
| 20.25 | .42857 | .85714 |
| 21.375 | .45238 | .90476 |
| 22.50 | .47619 | .95238 |
| 23.625 | .50000 | 1.0000 |

The workload or Full-Time Equivalent Faculty (FTEF) is 1.00 or 100% per semester and may consist of lecture only, laboratory only, individualized instruction only, or any combination thereof. The following represents FTEF calculations rounded to the nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester as defined in the approved course outline by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or $54/270 = 0.20$.
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.167 or $54/324 = 0.167$.
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or $54/378 = 0.143$.
- d. The following is an example of calculation of workload for combined lecture and laboratory:

An instructor is teaching CHEM 100 (54 hours lecture, 108 hours lab), CHEM 202 (54 hours lecture, 108 hours lab). The workload is

CHEM 100 = 0.486 or $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$.

CHEM 202 = 0.486 or $(\text{lec } 54/270 = 0.20) + (\text{lab } 108/378 = 0.286) = 0.486$. The total load is 0.972 FTEF or $0.486 + 0.486 = 0.972$.

7. Overload

- a. Intent: Overload assignments shall be limited to those situations which are curriculum driven or emergency in nature.
 - 1) curriculum driven – resulting from the scheduling of classes which require such hours of lecture, lab, or other instructional delivery as to produce in combination an annual assignment exceeding 1.0, or
 - 2) emergency in nature – resulting from extraordinary circumstances such as, but not limited to, the need to add a class at the last moment to respond to student demand, the need to cover a class assigned to a full-time faculty member who resigns without adequate notice.
- b. Definition: any amount over 1.0 annually is considered an overload.
- c. The administration may assign overload on an annual basis up to 0.100 which shall be paid annually.

- d. Any amount assigned that exceeds 1.0 shall be paid at the rate of \$400 for each percentage point over 1.0. A fraction of a percentage point will be paid at the fraction of \$400.
- e. Overload will be paid in the spring in four equal installments unless the amount due is less than \$400, in which case it will be paid in one payment.
- f. Any overload not assigned by the Administration is considered voluntary overload and will be paid under a separate hourly contract at the current hourly rate.
- g. Article 12.A.7, Overload, will be eliminated effective fall 2009.

8. Underload

When a full-time faculty member's load falls below a full-time assignment, the full-time faculty member may be assigned an additional class the following instructional period or may be assigned other duties such as curriculum development, new course preparation, or special projects to equal a full contract load.

9. Class Size

a. Minimum Class Size

The following minimum class guidelines are to be followed during the regular academic year:

- 1) The minimum class size for all classes shall be twenty (20) at census. Exceptions may be made by the Chief Instructional Officer for reasons that shall include, but are not limited to:
 - a) Required in a VVC certificate
 - b) A course in a sequence of advanced study
 - c) Limited by classroom/laboratory facilities
 - d) An experimental or pilot course
 - e) Governed by state regulations mandating class size
- 2) Classes with less than fifteen (15) students may be permitted by the Chief Instructional Officer if they meet the requirements of Title V, Section 51702.
- 3) Research and independent study are exempt from such guidelines.
- 4) The Chief Instructional Officer will review enrollment information based upon the close of regular registration as stated in the schedule of classes in order to determine course cancellations.

If a class is permitted to continue, it will not be closed during a semester. If the enrollment drops to zero during the semester, the instructor may be assigned other duties as indicated above (12.A.8).

- 5) Any provisions in the Agreement applicable to class size (over-enrolled classes) during the regular school year and the summer session shall also be applicable in the winter session.

b. Impact on Load of Low Class Size

In the event an instructor's average class size is below twenty (20) students as of the last day of regular registration for three consecutive semesters, the Chief Instructional Officer may adjust the number of semester hours upward, but not to exceed eighteen (18) hours of lecture periods or equivalent, or assign other duties.

B. Number of Course Preparations

An instructor can be assigned up to seven (7) distinct course preparations per year. An instructor can voluntarily agree in writing to additional preparations. If the instructor is assigned more than seven preparations, he/she will be paid \$500 for each additional preparation. For the purposes of this section, a preparation shall be defined as a three (3) or more unit course. Courses with less than three units will be equated using the formula (units per course times the number of distinct courses divided by 3). When two or more such courses are taught at the same time by the same instructor, they will be considered as one preparation.

C. Offices and Office Hours

1. Faculty Offices

The intent of the District and the Association is to provide each full-time faculty member with an office which reflects and supports their professional status.

- a. Full-time faculty will be provided with an adequate office which is safe, appropriately equipped, and physically accessible to all students.
- b. Where privacy and confidentiality are at issue, space will be available to assure privacy and confidentiality when needed.
- c. The District will identify new office space for use by department and will make assignments in collaboration with department full-time faculty to effectively provide services to students.
- d. Storage space, outside of full-time faculty offices, will be provided as needed.

- e. Emeritus faculty will be provided with an office space to share for the purpose of doing District business.

2. Office Hours

- a. Full-time faculty office hours are intended to allow students access to teaching faculty. These hours shall be scheduled to best meet the needs of students and approval by the Chief Instructional Officer (CIO) will be predicated upon this criterion.
- b. The Chief Instructional Officer will provide each teaching full-time faculty member with written notification of the semester's teaching assignment. Once notification is received, full-time faculty will schedule and submit 250 minutes per week of office hours, except as noted below, using the form provided by the Chief Instructional Officer.
 - 1) Full-time faculty with more than five lab hours per week will schedule 200 minutes per week of office hours.
 - 2) Full-time faculty who have less than a full-time teaching load (including those full-time faculty with primarily non-instructional assignments) will schedule office hours on a pro rata basis.
 - 3) Unit members may elect to have online office hours, limited to a maximum of fifty minutes per online class, based on assigned load.
- c. The Chief Instructional Officer will acknowledge, in writing, in a timely manner, the receipt of the teaching full-time faculty member's office hours schedule and also its approval.
- d. Once approved, full-time faculty members will post their office hours no later than the first day of instruction each semester, using the form provided by the Chief Instructional Officer.
- e. If a teaching full-time faculty member does not submit his/her office hours as indicated above, the Chief Instructional Officer will assign and post office hours which meet the needs of students and also will inform the instructor in writing.
- f. Circumstances may arise which necessitate a change in the approved office hours schedule. A full-time faculty member shall submit revisions of his/her office hours' schedule, in writing, to the Chief Instructional Officer for approval.
- g. Absence from a scheduled office hour will be permitted for the same reasons and will require the same prior arrangements as a regularly scheduled class.

Absence leave will be charged at the rate of one hour of leave for each fifty minutes of office hours. See Appendix J-1, Employee Absence Report, and also Article 36 regarding unauthorized absences.

ARTICLE 13: ONLINE INSTRUCTION AND COMPENSATION

A. Intent

The District and the Association recognize online instruction as a valuable tool for student learning. Therefore, the following practices and provisions shall be implemented in regard to online instruction and compensation.

B. Training and Scheduling

1. The District will provide appropriate technical support and when feasible, the District will provide appropriate training. Faculty who have previously offered online classes or who have gained the necessary training and experience on their own are qualified to teach online classes.
2. Classes may be offered online once the Curriculum Committee has approved them for online delivery. Each faculty member will be limited to .3 semester load online. Additional online classes may be offered hourly.
3. All new classes offered online will utilize the District's online instructional system (presently *Blackboard*) for initial contact with students.

C. Class Size

1. Online class enrollment will be limited to a maximum of 30 students.
2. Over-enrolled Classes
 - a. An overenrolled class is a class that is allowed by the CIO and agreed to by the faculty member to enroll more students than the maximum class size set by Article 13.C.1 above.
 - b. Upon first census, the District will calculate the hourly rate for over-enrollment and will prepare a contract using Table 1 below.
 - c. Over-enrollment will be compensated at the prevailing hourly rate and will not be counted as load according to Table 1 below.

TABLE 1

| <u>Class Size</u> | <u>Percentage of Hourly Rate</u> |
|-------------------|----------------------------------|
| 30 | N/A |
| 38 | 25% |
| 45 | 50% |
| 52 | 75% |
| 60 | 100% |

D. Office Hours

Unit members may elect to have online office hours, limited to a maximum of fifty minutes per online class, based on assigned load. Online office hours will be established in accordance with the process found in Article 12.D.2 of the Agreement. All office hours, both onsite and online, must be posted and available to all students.

E. Proprietary Rights

The District recognizes that the faculty have an intellectual property right in their online class offerings.

The District will not require that any faculty member make available to any other faculty member any of their intellectual property for the purpose of creating an online class.

F. Online Classes as Part of Faculty Evaluation

Faculty who teach online classes must provide to the peer reviewer(s) a means for access to the content and delivery of online classes during the evaluation process, if requested by the peer reviewer(s).

ARTICLE 14: NON-INSTRUCTIONAL ASSIGNMENTS

A. Assignments for librarians, counselors, the placement officer and other non-instructional faculty shall be for 35 hours per week.

B. Non-instructional load chart (1 hr = .01429)

| # HRS/WEEK | SEMESTER LOAD | ANNUAL LOAD |
|-------------------|----------------------|--------------------|
| 1 | 0.01429 | 0.02858 |
| 2 | 0.02858 | 0.05716 |
| 3 | 0.04287 | 0.08574 |
| 4 | 0.05716 | 0.11432 |
| 5 | 0.07145 | 0.14290 |
| 6 | 0.08574 | 0.17148 |
| 7 | 0.10003 | 0.20006 |
| 8 | 0.11432 | 0.22864 |
| 9 | 0.12861 | 0.25722 |
| 10 | 0.14290 | 0.28580 |
| 11 | 0.15719 | 0.31438 |
| 12 | 0.17148 | 0.34296 |
| 13 | 0.18577 | 0.37154 |
| 14 | 0.20006 | 0.40012 |
| 15 | 0.21435 | 0.42870 |
| 16 | 0.22864 | 0.45728 |
| 17 | 0.24293 | 0.48586 |
| 18 | 0.25722 | 0.51444 |
| 19 | 0.27151 | 0.54302 |
| 20 | 0.28580 | 0.57160 |
| 21 | 0.30009 | 0.60018 |
| 22 | 0.31438 | 0.62876 |
| 23 | 0.32867 | 0.65734 |
| 24 | 0.34296 | 0.68592 |
| 25 | 0.35725 | 0.71450 |
| 26 | 0.37154 | 0.74308 |
| 27 | 0.38583 | 0.77166 |
| 28 | 0.40012 | 0.80024 |
| 29 | 0.41441 | 0.82882 |
| 30 | 0.42870 | 0.85740 |
| 31 | 0.44299 | 0.88598 |
| 32 | 0.45728 | 0.91456 |
| 33 | 0.47157 | 0.94314 |
| 34 | 0.48586 | 0.97172 |
| 35 | 0.50000 | 1.00000 |

C. Non-instructional Faculty Offices

The intent of the District and the Association is to provide each full-time faculty member with an office which reflects and supports their professional status.

1. Full-time faculty will be provided with an adequate office which is safe, appropriately equipped and physically accessible to all students
2. Where privacy and confidentiality are at issue, space will be available to assure privacy and confidentiality when needed.
3. The District will identify new office space for use by department and will make assignments in collaboration with department full-time faculty to effectively provide services to students.
4. Storage space, outside of full-time faculty offices, will be provided as needed.
5. Emeritus faculty will be provided with an office space to share for the purpose of doing District business.

D. Non-instructional Extra Duty Compensation

Non-instructional full-time faculty shall be paid on a daily rate calculated as follows:

1. Summer Session (any time prior to July 1): Prior year annual salary divided by 175 days.
2. Other Extra Duty: Current year annual salary divided by 175 days.

ARTICLE 15: FULL-TIME FACULTY EVALUATIONS

A. Probationary Faculty Evaluations for Tenure

1. Purpose

The intent of the evaluation is to assess the probationary full-time faculty member's performance in carrying out his/her duties and responsibilities as a college full-time faculty member. This process will be supportive and will provide effective guidance to the individual being evaluated. Positive accomplishment will be identified, recognized, and encouraged. Aspects of performance needing improvement will be addressed with the intent of specifically identifying any deficiencies and providing specific guidance and assistance in overcoming these deficiencies.

2. Probationary Faculty Evaluation Timelines [See flow chart, Appendix E-1]
 - a. Upon the employment of a new full-time faculty member, an evaluation committee will be assembled by the area administrator. This committee will consist of three full-time faculty members and the area administrator. Faculty committee members will be chosen by the faculty member being evaluated. A faculty committee member (also chosen by the person being evaluated) will chair the evaluation committee and will be responsible for writing the evaluation summary. Any committee member's input, at his or her discretion, may be included and identified as authored by that committee member. Full-time faculty member service on a committee will be voluntary. [See 3) below]
 - 1) Reviewers on the tenure evaluation committee will be chosen by the probationary faculty member being evaluated.
 - 2) At least one peer reviewer, and possibly all three, should be tenured VVC full-time faculty in the same or a closely related discipline. One of the three may be a tenured full-time faculty member in the same discipline at another institution. In some instances, it may be appropriate to select one non-academic reviewer who is accomplished in the discipline. For example, a practitioner in a technical field may be able to provide valuable input on the practice of standards and requirements in the field of the full-time faculty member.
 - 3) Full-time faculty service on the committee will be voluntary and will be rendered as representatives of the District. As such, they will be represented and protected by the District in the event of any litigation resulting from the evaluation process.
 - b. Within the first month of employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines.
 - c. The committee will provide a written summary evaluation to the probationary full-time faculty member and will meet with him/her to provide recommendations and guidance on improvements and teaching skills.
 - d. Prior to the final meeting, the probationary full-time faculty member will submit his/her evaluation, and the dean will provide student evaluations to the evaluation committee.
 - e. By the last week of the first semester of employment, the committee will meet with the probationary faculty member to provide an in-depth evaluation of performance and a recommendation regarding tenure. The committee chair

will write a summary of the meeting limited to information discussed and the student and self-evaluations.

- f. The committee will forward its recommendation to the appropriate administrator for action and then to the President for board action.
- g. The probationary evaluation review process will take place each year for the first four years of employment. In the second, third and fourth years the probationary procedures will be identical to the first year.

3. Evaluation Components

Evaluation components will include the following:

- Full-time Faculty Self-evaluation (See Appendix E-3)
- Student Evaluations (See Appendix E-4, E-5, E-6)
- Peer review as part of the committee summary
- Evaluation Committee Review and Administrative Action

a. Full-Time Faculty Self-Evaluation

The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual may include any information and material he/she thinks relevant. Whenever possible, accomplishments should be documented. For example, he/she may include such items as those below or others:

- 1) Improvement of Instruction
 - a) Course revisions
 - b) Improvement in teaching technique and procedure
 - c) Contributions to department and program development.
- 2) Professional Service and Development
 - a) Membership and service to professional organizations
 - b) Participation in workshops and conferences
 - c) Professional presentations and publications
- 3) Service
 - a) College committees and service
 - b) Community service relying on professional competence

4) Goals and Plans for the Future

It is the individual full-time faculty member's responsibility to prepare, assemble, and deliver the self-evaluation material to peer reviewers and their dean.

b. Student Evaluations

By the end of the first semester, the dean will provide student evaluations to the evaluation committee. Student evaluations will be conducted using the form approved by the Faculty Association and District and will follow a procedure ensuring student confidentiality. (Appendices E-4, E-5, E-6)

c. Peer Review and Evaluation (non-tenured)

- 1) Within the first month of employment, the evaluation committee will meet with the new full-time faculty member to describe the evaluation procedures and review timelines. See flow chart, Appendix E-1.
- 2) The full-time faculty member will provide the reviewers with requested support material for the evaluation such as class outlines, syllabi, handouts, copies of exams, publications, educational plans, and/or presentations. These items should be provided after consultation between the reviewers and the evaluatee. The review shall include class visitations with the exception of non-teaching full-time faculty.
- 3) By the end of the first semester of employment, the probationary full-time faculty member will submit his/her self-evaluation, and the dean will provide student evaluations to the peer review committee.
- 4) After appropriate review and observation, the committee will prepare a narrative review to include the following:
 - Current knowledge, understanding and competence in their discipline;
 - Knowledge and application of appropriate teaching techniques;
 - Instructional development and improvement efforts;
 - Teaching style appropriate to course and students;
 - Ability to work with fellow faculty in a considerate, cooperative, and ethical manner;
 - Professional development activities; and
 - Professional activities.
- 5) The narrative review shall be submitted to the appropriate administrator to meet necessary timelines. See flow chart, Appendix E-1.

d. Evaluation Committee Review and Administrative Action

- 1) By the last week of the first semester of employment, the evaluation committee will meet with the probationary faculty member to provide an in-depth evaluation of performance and a recommendation regarding tenure. The faculty chairperson will write a summary of the meeting limited to information discussed and the student and self-evaluations.
- 2) The committee will forward its recommendation to the appropriate administrator for action who will then send a recommendation to the Superintendent/President for Board action.
- 3) Mid-Year Hires

Faculty hired at mid-year will begin the evaluation process in the spring semester.

B. Tenured Full-Time Faculty Evaluations

1. Purpose

The intent of this periodic review for tenured full-time faculty is to recognize, encourage, and support professional accomplishments and growth within their discipline; coordinate full-time faculty effort within the department, division, and college to most effectively address department and college goals; and to provide information, advice, and guidance to individual full-time faculty on direction and effort.

2. Timelines [See flow chart, Appendix E-2]

- a. Each tenured full-time faculty member will be reviewed once every three years. The review process shall be initiated by the area administrator in October of the review year and completed by June 1 of that academic year.
- b. The full-time faculty member will select one peer reviewer with the agreement of administration. More than one peer reviewer may be selected. If appropriate for the discipline, a representative from business or industry may be included as a peer reviewer.
- c. By the end of the first semester, the area administrator will provide the results of student evaluations to the peer reviewer(s).
- d. The review process must be completed by June 1.

3. Evaluation Components

Evaluation components will include the following:

- Full-time Faculty Self-evaluation (See Appendix E-3)
- Student Evaluations (See Appendices E-4, E-5, E-6)
- Peer Review
- Summary Meeting

a. Full-Time Faculty Self-Evaluation (See Appendix E-3)

The primary benefit of completing the self-evaluation is the improvement attained by the conscientious and thoughtful examination of accomplishments, plans, goals, strengths and weaknesses. The individual may include any information and material he/she thinks relevant. Whenever possible, accomplishments should be documented. For example, you may include such items as those below or others.

1) Improvement of Instruction

- a) Course revisions
- b) Improvement in teaching technique and procedure
- c) Contributions to department and program development

2) Professional Service and Development

- a) Membership and service to professional organizations
- b) Participation in workshops and conferences
- c) Professional presentations and publications

3) Service

- a) College committees and services
- b) Community service relying on professional competence

4) Goals and Plans for the Future

It is the individual full-time faculty member's responsibility to prepare, assemble, and deliver the self-evaluation material to peer reviewers and their dean.

b. Student Evaluations

By the end of the first semester, the dean will provide student evaluations to the peer reviewer(s). Student evaluations will be conducted using the form approved by the Faculty Association and District and will follow a procedure ensuring student confidentiality. (Appendices E-3, E-4, E-5)

c. Peer Review

1) Peer Reviewer(s) Selection and Service

- a) One full-time faculty peer reviewer will be selected by the full-time faculty member being reviewed with the agreement of administration. More than one peer reviewer may be selected. If appropriate for the discipline, a representative from business and industry may be included as a peer reviewer.
- b) Full-time faculty service as peer reviewers will be voluntary and will be rendered as representatives of the District. As such, they will be represented and protected by the District in the event of any litigation resulting from the evaluation process.
- c) The peer reviewer(s) will meet as needed with the full-time faculty member being reviewed to discuss the student and self-evaluations and to discuss peer evaluation assessments.

2) Summary Meeting

- a) The peer reviewer(s), full-time faculty member being reviewed and area administrator and/or designee and/or Chief Instructional Officer will meet to discuss the review. This meeting will provide an opportunity to raise and respond to questions and to give an overview of the evaluation results.
- b) The administrator in charge will write a summary of the meeting limited to information discussed, and the student and self-evaluations.
- c) The full-time faculty member being evaluated will review the summary and will have the opportunity to suggest revisions and modifications.
- d) When acceptable to both the full-time faculty member being evaluated and the administrator, the completed summary will be signed by both and placed in the full-time faculty member's file with the student and self-evaluations.

ARTICLE 16: OFF-CAMPUS TRAVEL

Whenever a full-time faculty member is given, as part of his/her regular load, an assignment that requires travel to any location other than the VVC main campus, mileage reimbursement shall be computed in the following manner. The distance between the full-time faculty member's home and VVC times ten (10) shall be considered the non-reimbursed weekly base. The full-time faculty member shall be paid the Board-approved rate per mile for each additional mile required to complete the assignment after submitting the district mileage reimbursement form attached as Appendix F. The reimbursement request must be submitted within 90 calendar days.

ARTICLE 17: FACULTY SENATE REASSIGNED TIME

Reassigned time equivalent to 1.4 FTEF (full-time equivalent faculty) shall be granted annually to the officers of the senate for the accomplishment of senate business. The reassigned time shall be given to the senate as a block of time and distributed among the officers by the officers. (See Article 8F).

ARTICLE 18: VOLUNTARY REASSIGNMENT

The intent of this article is to allow full-time faculty members equal opportunity to apply to newly created or vacant full-time faculty positions other than those positions filled on a temporary basis due to emergencies.

- A. Definition of Reassignment: A reassignment is defined as a change from one position to a different position within the bargaining unit.
- B. Notice of Position Openings: The District shall distribute written notice of position openings to each full-time faculty member, giving specific details of the position(s).
- C. Application Process: Full-time faculty members may request a voluntary reassignment by submitting a written application for an open position with the Office of Human Resources within five (5) working days of the initial distribution.
- D. Only full-time faculty members meeting the minimum qualifications/equivalency of the position will be considered for reassignment.
- E. Department members may participate in the selection process and are encouraged to provide input to the Area Administrator or designee.
- F. The Area Administrator or designee has the right to request that the position be opened externally.

ARTICLE 19: HIRING COMMITTEE ACTIVITIES

- A. Hiring committee activities, including paper screening, meetings and interviews related to the hiring process, shall be scheduled during the regular contract days (currently 175) whenever practicable and at such times as to minimize interference with classroom instruction and disruption of the educational process.
- B. In the event it is necessary to schedule hiring committee activities on a non-contract day, full-time faculty members on the committee shall be compensated at the rate of \$100 per committee assignment for classified employee vacancies, \$200 per committee assignment for full-time faculty vacancies and \$200 per committee assignment for administrative vacancies.

- C. Full-time faculty members shall not be compensated for hiring committee activities conducted on any of the regular contract days.
- D. A full-time faculty member engaging in authorized hiring committee activities while on extra duty assignment status or teaching summer school shall not be eligible for the compensation provided in paragraph 2 above, unless such activities occur outside his/her scheduled hours.
- E. In order to be eligible for the committee assignment compensation as provided in paragraph 2 and 4 above, a full-time faculty member must fully participate in all hiring activities, on both contract and non-contract days.

ARTICLE 20: SUMMER AND WINTER INSTRUCTIONAL ASSIGNMENTS

A. Winter and Summer Selection Procedures

- 1. Full-time faculty will have the first right of refusal for all summer and winter session classes up to a maximum of 0.4 annual load in winter and 0.4 annual load in summer.
- 2. Each department chair, in conjunction with the full-time faculty members in their department, will develop a class schedule which must be approved by the CIO or his/her designee.
- 3. No more than two (2) days after the CIO or his/her designee approves the schedule, the Department Chairs will email full-time faculty a list of scheduled classes for each discipline asking faculty to indicate load and hourly class preferences. Faculty shall have 10 working days from the date the department chair sends out the schedule to choose assignments.
- 4. If there is a conflict between full-time faculty members, the Department Chair will contact each faculty involved and seek a resolution. If the conflict cannot be resolved within the discipline, the Department Chair will use the seniority list (see Article 20.A.5 below). The seniority list will only be used to resolve conflicts.
- 5. A single faculty rotating seniority list will be developed by the Department Chair for each discipline in his/her department. The list will be based on the District academic seniority list provided by Human Resources. The list will be used for both summer and the winter sessions. The list will be updated yearly by the Department Chair and given to the area administrator by October 1. Example:

| Winter & Summer '08 | Winter & Summer '09 | Winter & Summer '10 |
|---------------------|---------------------|---------------------|
| Faculty A | Faculty B | Faculty C |
| Faculty B | Faculty C | Faculty D |
| Faculty C | Faculty D | Faculty A |
| Faculty D | Faculty A | Faculty B |

The person at the top of the list, after having his/her choice of assignment in both winter and summer of the same calendar year, will move to the bottom of the list on August 30.

6. A full-time faculty member will be placed on the rotating seniority list in the discipline where the majority of his/her regular contract load resides. When a full-time faculty load is 50/50, the full-time faculty member will select the discipline in which he/she will rotate. Faculty members may choose classes in secondary disciplines only after all other full-time members on the discipline's rotating seniority list have chosen, and before part-time faculty are offered assignments.
7. Ten days after the department chair sends his/her email, (see 20.A.3 above), the Department Chair will submit the schedule of classes, with full-time faculty names inserted, to the CIO or designee with a copy to the assigned faculty member(s).
8. In the event a class is cancelled prior to the start of the session, any full-time faculty member, in seniority order, may bump a part-time faculty member. A full-time faculty member may not bump another full-time faculty member. If additional classes are not available to the person at the top of the seniority list, that person will still rotate to the bottom of the discipline seniority list on August 30.

B. Winter and Summer Session Compensation

1. Faculty may teach a maximum of .4 load in the winter and .4 load* in the summer session. Additional classes may be taught with the written permission of the CIO. However, only .3 load may be taught for the 85 percent rate based on the faculty member's placement on the salary schedule the prior semester. The .3 load* at 85 percent may be split between the winter and summer sessions or taught in its entirety in winter or summer.
2. Full-time faculty hired prior to July 1, 2007, may teach a maximum of 0.3 load compensated at the 85 percent rate based on the faculty member's placement on the salary schedule the prior semester. The maximum 0.3 load may be split between the winter and summer sessions or taught in its entirety in winter or summer. Assignments exceeding the 0.3 load at the 85 percent salary rate will be paid hourly, which may require load splitting.
3. Faculty hired July 1, 2007, or later will be limited to a maximum of 0.1 load at 85 percent salary for his or her first 3 summer or winter sessions taught, but not both. The awarding of 85 percent assignment shall be consistent with Article 20. Beginning with the fourth summer or winter session taught, faculty hired after

*Lecture Load: .1 equals 3 units; .2 equals 6 units; .3 equals 9 units; .4 equals 12 units

July 1, 2007, will be eligible to teach a maximum of 0.3 load at the 85 percent salary. For example, a faculty member hired July 1, 2007, teaches in winter or summer in 2008, does not teach in winter or summer in 2009, and teaches winter or summer in 2010 and 2011 will be eligible in 2012 to teach a maximum of 0.4 load of which 0.3 may be paid at 85% rate based on the faculty member's placement on the salary schedule the prior semester. (See Article 20.B.1) Assignments exceeding the maximum load at 85 percent salary will be paid hourly, which may require load splitting.

ARTICLE 21: DEPARTMENTS

A. Department Organization

1. For instruction, a department is an organizational unit defined by one or more discipline TOP Codes and containing at least six (6) full-time equivalent faculty (FTEF) members, unless a special exception is made by the superintendent/president upon the recommendation of the chief instructional officer. For non-instruction, e.g. counseling and library, a department is formed using one or more disciplines. The chief student services officer or chief instructional officer will establish all departments.
2. Department chairs will report to the dean or other first-level administrator responsible for the department.
3. A full-time faculty member who teaches in more than one department is a member of all the departments in which he or she teaches and is responsible for maintaining high standards of competency and professional service.
4. Faculty on special assignment other than as identified in Articles 8, 17, and 21.F.1 regarding Senate, Association, and chair reassignments and performing an assignment greater than 50% outside their regularly assigned department will not belong to a department and will report directly to the appropriate manager, e.g. director of a grant.
5. Any department of less than six (6) FTEF must be approved by the CIO or CSSO.

B. Program Directors/Coordinators

1. Departments that contain disciplines which require separate mandated state, federal, or national accreditation shall establish a program director/coordinator for each discipline requiring accreditation. Program directors/coordinators shall be assigned by the appropriate administrator following consultation with the appropriate department chairperson.
2. It is possible for the program director or coordinator to also serve as the department chair. The program director/coordinator shall receive 20% (0.20 FTEF) reassigned time based on annual load. In cases where the program director/coordinator is also the department chair due to overlapping responsibilities, the amount of reassigned time awarded will be the 10% for program director/coordinator and 100% of the reassigned time normally awarded as department chair. For example, if the department chair position is 20% reassigned time, then a person serving as program director/coordinator and

department chair would receive 30% reassigned time. Or 10% (50% of program directorship) for being program director/coordinator and 20% for being chair to a max of 60% reassigned time.–

3. The program director/coordinator will report directly to the dean or other first level administrator responsible for the department. The program director/coordinator and department chair shall share information and work together in reporting to the manager.

C. Department Chair Election

1. Department chairpersons will be selected by members of the department and will serve a two-year term, commencing June 15. There will be no limit to the number of consecutive terms a department chair may be elected and serve. The incumbent of this position shall be a full-time faculty member, tenured when feasible.
2. If the department chair position is vacated prior to the end of the term, an election for an interim department chair shall be held within 30 days (within the 175 day academic calendar) of the announcement of the vacancy, following all of the procedural steps below for election. The interim department chair shall serve the remainder of the term of office of the department chair replaced.
3. A full-time, tenure track faculty member will vote only in the department where the majority of his/her regular contract load resides. When a full-time faculty assignment is 50/50, the full-time faculty member will select in which department he/she will vote. Associate (part-time) instructors will not be voting members, nor will full-time faculty members teaching on an hourly or overload basis in another department.
4. All full-time, tenure track faculty members assigned to a department shall have the right to vote. Voting shall be by written, secret ballot (written proxy votes are accepted). All ballots shall list the names of the candidates in lottery order, and shall provide a space for a "write-in" candidate. Voting and tabulation shall be presided over by an officer of the association and an administrator.
5. Elections will be held by April 1 and the department chair shall take office on June 15.
6. The presiding department chair or program director is considered a voting member. Ties will be broken by lot.
7. In the event of no interest resulting in no chair being elected, the department will be given 10 days to resolve the situation, i.e., elect a chair. Failure for the department to elect a chair will result in the CIO or CSSO moving the department under another department with a department chair until department members can reach agreement. Appropriate pay will be granted to the department chair after the departments have been merged for 10 or more days.
8. The results of the election shall be forwarded to the immediate supervisor, who will forward the results to the chief instructional officer or chief student services officer for board approval.

D. Resignation or Removal of a Department Chair or Program Director/Coordinator

1. The department chair, program director, or coordinator may resign at any time. His/her written resignation shall be submitted to the immediate supervisor fifteen (15) working days prior to the effective date of resignation.
2. Any time after having served one (1) full semester as department chair or program director/coordinator, 50% of the voting faculty members of the department or program may petition for a new election.
3. The new election petition shall be presented to the association president and the immediate supervisor of the department chair or program director, who will jointly conduct a new election within ten (10) working days of receipt of the petition.

E. Absence of the Department Chair or Program Director/Coordinator

1. If the department chair or program director/coordinator is expected to be absent for more than fifteen (15) consecutive working days, but less than one (1) semester due to illness, leave of absence, or any other reason, a temporary interim department chair or program director/coordinator shall be elected to replace the department chair or program director until the originally elected department chair or program director/coordinator can resume his/her duties using the election procedures in Article 21B section 1 or Article 21C, sections 3, 4, 6, 7 and 8.
2. If the department chair or program director/coordinator is expected to be absent for more than one (1) semester due to illness, leave of absence, sabbatical leave, or any other reason, the position will be vacant and an election to replace the department chair or program director/coordinator for the remainder of his/her term shall occur using the election procedures in Article 21B section 1 or Article 21C, sections 3, 4, 6, 7 and 8.

F. Compensation

1. Department chairs shall receive reassigned time based upon the average FTEF (rounded to the nearest 0.10 FTEF) of the prior academic year (fall and spring terms). Average FTEF is based on the total of all full-time faculty teaching for load, full-time faculty teaching for hourly, adjunct faculty, and does not include reassigned time. The calculation of a full-time equivalent faculty (FTEF) member does not include reassigned time. See chart below:

| <u>Department FTEF</u> | <u>Reassigned Time Per Semester</u> |
|------------------------|-------------------------------------|
| 1.0- 5.9* | 10% |
| 6.0-12.0 | 20% |
| 12.1-17.0 | 30% |
| 17.1-22.0 | 40% |
| 22.1-27.0 | 50% |
| >27.1 | 60% |

*Dependent upon CIO/CSSO approval per Article 21.A.5

2. No department shall be greater than 39 FTEF unless approved by the vice president of Instruction and the president of the association.

G. Duties and Responsibilities

1. The department chair or program director/coordinator, under the supervision of a dean or first-level administrator, is responsible for providing leadership on behalf of the department to the district. While the department chair or program director/coordinator is a faculty member and does not have the authority to supervise, evaluate, or discipline other faculty, the department chair or program director/coordinator does have the responsibility to carry out policies and procedures formulated by the district, department, or program and give direction to classified personnel within the department. Additionally, the department chair or program director/coordinator is responsible to report unresolved problems or violations of the district to the appropriate manager.
2. Meetings: Department chair will hold a minimum of two (2) meetings each semester (fall and spring).
3. Curriculum and Course Offerings: The department shall provide a balanced program of courses which meet the requirements of Victor Valley College students. The department, through the chairperson or program director/coordinator, shall evaluate its offerings, courses of study, and shall make such changes to improve instruction as are within the limits of its authority.

The department chair or program director/coordinator shall:

- a. Coordinate and facilitate curriculum development, review, and revision in accordance with established college procedures and state guidelines.
- b. Present new or revised curriculum or programs to the Curriculum Committee or send an appropriate designee.
4. Scheduling
 - a. In collaboration with the department or program faculty, the department chairperson or program director/coordinator shall recommend to the dean or first-level manager course offerings to include times, days, room location, method of instruction, and staffing needs that fulfill program and student learning needs while meeting state regulations and appropriate accreditation guidelines.
 - b. In collaboration with the appropriate teaching faculty, the department chairperson or program director shall submit book orders to the bookstore.
 - c. The department chairperson or program director/coordinator shall be a resource for his or her supervisor in the recruitment of part-time (associate/adjunct) faculty to teach classes.
 - d. The department chairperson or program director/coordinator shall consult with the dean or appropriate manager regarding adding or canceling classes after the class schedule is published and before census.

- e. The department chairperson or program director may assist the dean or appropriate manager in notifying instructors and students of room changes or course cancellations.
5. Planning and Accreditation
 - a. The department chair or program director/coordinator shall provide leadership and facilitate the preparation of departmental and program review and master planning documents in consultation with department and program faculty and staff.
 - b. The program director/coordinator is the primary contact/author for the development of the Self Study report(s) to the appropriate discipline accreditation agency(ies).
 6. Budget

The department chair or program director/coordinator shall develop and recommend to the Senate Budget Committee and appropriate manager the department or program budget and initiate and recommend the purchase of equipment or materials.
 7. Responsibility to Students
 - a. The department chair or program director/coordinator shall attempt to mediate and resolve student-faculty complaints at an informal level, except those involving sexual harassment or discrimination.
 - b. The department chair or program director/coordinator shall provide advisory services to students regarding departmental offerings, the major and the minor, comparable courses in senior institutions, and other professional matters for which the department faculty is professionally trained and responsible.
 8. Department or Program Representation: The department chair or program director/coordinator shall attend appropriate meetings, e.g. department chair meetings, or send a designee.
 - a. The department chair or program director/coordinator shall maintain the appropriate number of hours per week based upon the amount of reassigned time awarded to perform chair duties.
 - b. The department chair or program director/coordinator shall complete appropriate department forms, e.g. equipment purchases and forward them to the immediate supervisor.
 - c. The department chair or program director/coordinator shall communicate any facilities or equipment needs to the immediate supervisor.
 9. Department chairpersons and/or program directors/coordinators shall observe a strict code of professional ethics in their relationship with all Victor Valley College personnel.
 10. Staffing
 - a. The department chair or program director/coordinator shall participate in the recruitment, interview, and recommendation for hire of full-time and part-time faculty.
 - b. The department chair or program director/coordinator shall provide assistance, mentoring, and orientation to new full-time and part-time faculty members.

- c. The department chair or program director/coordinator, or their designee shall be responsible for attending associate faculty orientation meetings when they are held within the 175 day academic calendar. When the orientation meeting is held outside the 175 day academic calendar, the meeting day shall be mutually agreed upon by the administration, and chair, program director/coordinator or their designee, and will be compensated at 1/175 of their current salary multiplied by the number of meeting days. There is no limit on the number of days the chair may be invited to work outside of the 175 calendar. The chair will be invited to work at least one (1) day prior to the start of each semester.
 - d. The department chair or program director/coordinator may assist in the evaluation of part-time and full-time faculty.
 - e. If a department chair or program director/coordinator agrees to assist in the evaluation of part-time faculty in their department (observations only), the full-time faculty member will be fully protected by the district under California Government Codes Section 815-818.9 and 825-825.6
 - f. The department chair or program director/coordinator may provide an oral summary of the performance of classified working under the direction of the department chair or program director/coordinator to the dean when appropriate. Classified staff will not be factored as part of the FTE in the department.
11. The department chair or program director/coordinator shall maintain accurate and appropriate records for the department and/or program, e.g., records reported to the state or accrediting agency.

H. Evaluation of Department Chairs/Program Directors/Coordinators

- 1. Intent

Recognizing that the evaluation of department chairs/program directors/coordinators is an academic and professional matter, the intent of the district and the Association is to evaluate department chairpersons annually for the purpose of helping them to become more effective leaders by providing appropriate guidance and support.
- 2. Procedure for Department Chair/Program Director/Coordinator Evaluation
 - a. The annual evaluation of the department chairs and program directors/coordinators shall be initiated by the area administrator in February and completed by March 30 of each year of their term. The evaluation is a formative ancillary evaluation and is not part of the formal faculty evaluation process and will not be placed in the department chair's or program director's/coordinator's personnel file.
 - b. The department and/or program full-time faculty and part-time faculty shall anonymously complete the appropriate department chair or program director/coordinator evaluation form. (Appendix G-1) The completed form shall be distributed, collected, and tabulated by the Office of Human Resources.

- c. Using information from the survey (Article 21 H2b) and his/her experience with the chair, etc., the immediate supervisor shall complete a performance evaluation report (Appendix G-2) on the department chair or program director/coordinator. The tabulated results of the survey (Article 21 H2b) will be provided to the chair along with the dean's performance summary.
- d. A department chair or program director/coordinator who receives an overall unsatisfactory evaluation summary by the supervisor shall be provided with recommendations indicating what he/she needs to do to improve his/her performance. Should improvement be indicated, a follow-up meeting with the department chair and appropriate manager will be scheduled at the conclusion of the ensuing fall semester.
- e. None of the preceding department chair assessment documents may be placed in the personnel file, nor may any of the conclusions drawn from the above process impact the evaluation of the department chair as a faculty member.
- f.. Upon the completion of the department chair's or program director's/coordinator's service as chair/program director/coordinator, all written material relating to the evaluations will be destroyed in the presence of the chair. No materials will be retained by the district unless requested by the chair.

ARTICLE 22: SAFETY AND SECURITY COMMITTEE

The District shall maintain a Safety and Security Committee as set forth in Appendix H.

ARTICLE 23: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

ARTICLE 24: CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. This Association recognizes the duty and obligation of its representatives to comply with the provision of this Agreement and to make every effort toward inducing all full-time faculty to do so. In the event of a strike, work stoppage, or slow down by full-time faculty who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those full-time faculty to cease such action.

It is understood and agreed that any employee violating this Article may be subject to discipline up to and including termination by the District, subject to due process.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement or in District policy from any full-time faculty member and/or the Association.

Management personnel shall not harass, intimidate, or in any way inhibit the full-time faculty from carrying out legal organizational activities.

In the event that the District locks out full-time faculty members, or because of a labor dispute cancels regularly scheduled classes or closes operations, full-time faculty shall receive pay for normal work time.

ARTICLE 25: STRS/PERS REDUCED WORKLOAD PROGRAM (Education Code 87483)

Full-time faculty of the District may request voluntary reduction of their workload to no less than a 50% amount of the annual contract, and at the same time receive full-time service credit for retirement purposes if the following conditions are met.

- A. The full-time faculty member must have reached the age of 55 prior to the reduction in workload.
- B. A full-time faculty member must have been employed full-time in a position requiring STRS/PERS membership for at least ten years of which the immediately preceding five consecutive years were full-time in a position requiring STRS/PERS membership.
- C. The option of Partial Contract employment must be exercised at the request of the employee, and can be revoked during the contract year only with the mutual consent of the employer and the full-time faculty member.
- D. The full-time faculty member shall be paid a salary which is a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of Partial Contract employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- E. Full-time faculty members shall be entitled to employee benefits on a pro-rata basis in relation to percentage of annual contract.
- F. The minimum Partial Contract employment shall be the equivalent of one-half the number of days of service required by the full-time faculty member's contract of employment during his final year of service in a full-time position.
- G. Application shall be made annually for voluntary reduction to Partial Contract employee status.

ARTICLE 26: ILLNESS LEAVE

- A. Definition: An illness leave is granted to a full-time faculty member who is unable to work due to personal illness, injury, or quarantine.
- B. Accrual of Leave: Each full-time faculty member shall be entitled to one (1) day's illness leave for each month's service rendered during the fiscal year, plus any amount not taken in previous years. Full-time faculty members on voluntary reduced workload shall accrue illness leave on a pro-rata basis.
- C. Compensation and Illness-Leave Charge:
1. For each contract day of absence, full-time faculty shall receive their regular daily salary and have a day charged against their accumulated Illness-leave account. For partial days of absence, the charge to Illness-leave shall be in the ratio of that day's assignment to the hours absent.
 2. A full-time faculty member who is absent beyond his/her accumulated leave shall be paid a sum 50% of the daily rate of pay for each day of absence for a period of up to five school months including the accumulated sick leave period (Education Code 87786).
 3. The daily rate will be determined by dividing the annual contract salary by the number of working days required in the annual contract.
- D. Report Procedure
- Report of illness shall be made when possible, to the appropriate administrator's office. (See Appendix J-1)
- E. Certification Requirements
- Prior to approving any request for paid leave, the District may require the full-time faculty member to submit a doctor's statement, personal affidavit or other documentation as a verification of the legitimacy of the leave application.
- F. Notification of Return
- The full-time faculty member shall notify the appropriate administrator of his/her impending return to duty in ample time to inform the substitute of his/her release from temporary assignment.

G. Physical Examination

In the event of absence due to illness for a period of over two (2) weeks, the employee shall furnish a statement from a physician certifying his or her fitness to resume duty. The District may require that the full-time faculty member be examined by the school physician, in which case the opinion of the school physician will be official.

H. Accumulated Illness Leave

Accumulated illness leave shall be transferred to other districts within California according to provisions of Education Code Section 87782.

ARTICLE 27: INDUSTRIAL ACCIDENT OR JOB-INCURRED ILLNESS LEAVE:

- A. The allowable leave for full-time faculty shall be limited to sixty (60) working days in any one fiscal year for the same accident.
- B. Establishment of eligibility for temporary disability under Division 4 or Division 4.5 of the Labor Code shall be deemed proof of the full-time faculty member's entitlement to this leave.
- C. When a full-time faculty member incurs an industrial accident or illness, he/she shall report to his/her immediate supervisor before the close of the working day in which the accident or illness occurs. A Workman's Compensation form shall be filed with Human Resources within twenty-four (24) hours following the knowledge that an accident or illness has occurred. (Appendix K)
- D. An industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence. When such leave overlaps into the next fiscal year, the full-time faculty member shall be entitled to only the amount of unused leave due for the same illness or injury.
- E. A full-time faculty member absent from his/her duties due to an industrial accident or illness shall be paid such portion of the salary due him/her for any month in which the absence occurs, as when added to his/her temporary disability, indemnity will result in a payment to him/her of not more than his/her full salary. During such paid leave of absence, the full-time faculty member shall endorse to the District the temporary disability indemnity checks received due to his/her industrial accident or illness. The District in turn shall issue the full-time faculty member appropriate salary warrants for payment of the full-time faculty member's salary and shall deduct normal retirement and other authorized contributions.
- F. Upon termination of the industrial accident or illness leave, a full-time faculty member shall be entitled to the benefits provided in Education Code Sections 87780, 87781, and 87786 and for the purpose of these sections, his/her absence shall be

deemed to have commenced on the date of termination of the industrial accident leave. Provided the full-time faculty member continues to receive temporary disability indemnity, he/she may elect to take accumulated sick leave which, will result in payment of not more than full salary.

G. Any full-time faculty member receiving the benefits of such leave shall, during periods of injury or illness, remain within the State of California.

H. Allowable Industrial Accident or Job Incurred Illness Leave shall not be accumulated from year to year.

ARTICLE 28: JURY SERVICE LEAVE

A. Definition

Full-time faculty members are subject to be called for jury service.

B. A full-time faculty member who is called to service during duty hours will be granted a leave of absence.

C. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

D. Compensation

Payment shall be made for such leave and shall be up to, but not more than, the difference between the full-time faculty member's regular earnings and any amount received for jury duty.

E. Service on Jury Duty

Whenever possible, full-time faculty selected to serve on jury duty should attempt to arrange for service during an off-duty period.

F. Notification for jury service leave shall be made to the Area Administrator, accompanied by the presentation of the official order. (Appendix J-2)

ARTICLE 29: PERSONAL NECESSITY LEAVE OF ABSENCE

Full-time faculty may use not more than six (6) days of accumulated sick leave in any academic year in the following cases of personal emergency:

- A. Death of a member of his/her immediate family. Immediate family includes spouse, mother, father, grandfather, grandmother, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the employee for two or more years. This is in addition to Article 35, Bereavement Leave.
- B. Accident involving his/her person or property or the person or property of his/her immediate family.
- C. Appearance of a full-time faculty member in court as a litigant; other than a defendant in a job-related case.
- D. Serious or critical illness of a member of the immediate family.
- E. Other personal emergencies as reported to the Area Administrator.

Notification for personal necessity leave shall be made to the Area Administrator in advance when appropriate. (Appendix J-2)

ARTICLE 30: MATERNITY LEAVE

A. Authority

Power to grant leaves of absence for pregnancies is vested with the Governing Board, per Education Code Section 87766.

B. Definition

Required absence from duty because of pregnancy, childbirth, and recovery there from.

C. Leave Request

The full-time faculty member shall submit a written request for leave to the area administrator and Vice President of Human Resources, said request to include a medical statement from the employee's physician, setting forth the minimum leave requirements. (Appendix J-1)

D. Length of Leave

The length of leave shall be the same as for any other temporary disability.

E. Compensation

Compensation shall be treated in the same manner as for other temporary disabilities.

ARTICLE 31: PERSONAL LEAVE

Definition: A personal leave is a leave granted to a full-time faculty member for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected affairs, etc.).

A. Length of Leave

Maximum leave is six (6) working days. Leave may be extended upon approval of the Board of Trustees. These days may be charged to sick leave.

B. Notification

Notification for a personal leave shall be made in writing to the Area Administrator in advance. (Appendix J-2)

ARTICLE 32: PROFESSIONAL OPPORTUNITY LEAVE

Definition: An opportunity leave is a leave granted in order that a full-time faculty member may accept a position which will result in the full-time faculty member rendering more effective service to the school district upon his/her return.

A. Length of Leave

Leave may be granted for a maximum of one academic year.

B. Compensation

No salary will be paid by the District for the period of the leave.

C. Request Procedure

The full-time faculty member shall submit a written request through the Office of the Superintendent/President, including a description of the opportunity and how it will enable the full-time faculty member to render more effective service to the school district upon his/her return. The Board of Trustees will consider each case specifically on its merits.

ARTICLE 33: SABBATICAL LEAVE FOR FULL-TIME FACULTY

A. Definition

A sabbatical leave, not to exceed one year, is a leave granted to a full-time faculty member for formal study, independent study or educational travel.

B. Granting of Leave

Sabbatical leaves may be granted provided the leave appears to be of benefit to the District and students and provided qualified substitutes are available when required.

C. Length of Leave

Sabbatical leave may be granted for one semester or two consecutive semesters.

D. Eligibility

To be eligible, a full-time faculty member must have completed six (6) years of consecutive full-time service in the District immediately preceding the commencement of the leave. Only one such leave will be granted in each 6-year period.

E. Number on Leave

The percentage of full-time faculty members on sabbatical leave at any one time may not exceed two percent (2%) of the total full-time faculty, rounded to the nearest whole number. Therefore, no more than two (2) persons from the full-time faculty may be on sabbatical leave at any one time. When the number of full-time faculty exceeds 125, three (3) persons may be on sabbatical leave. When the number of full-time faculty exceeds 175, a maximum of four (4) full-time faculty may be on sabbatical leave, and so forth.

F. Compensation and Benefits

Full-time faculty granted sabbatical leave shall be entitled to all current District fringe benefits plus retirement contributions on the ratio of salary actually received by the full-time faculty members, except as noted in section 2 below.

1. A full-time faculty member on sabbatical leave for two (2) semesters shall receive 80% of the salary he/she would have received on regular, full-time duty in the District. Full-time faculty on sabbatical leave for one (1) semester shall receive 100% of the salary in the District. If the sabbatical-leave full-time faculty member receives funds from any grant or earnings from any outside source, such funding and earnings shall be reported by the full-time faculty member in writing to the District and fully offset against the full-time faculty member's salary. Full-time faculty may elect to receive no compensation during the sabbatical leave.

2. Exceptions

a. Fringe Benefits

If the granted dollar amount for health and welfare benefits under Article 9A, is not adequate to pay for the full-time faculty member's (and covered

dependents, if applicable) medical coverage, the District will pick up this additional expense, not to exceed the maximum dollar amount of District contribution toward such health and welfare benefits.

b. Retirement

Retirement service credit lost due to sabbatical leave may be recovered by full-time faculty through the normal STRS buy-back procedures. The entire cost, full-time faculty member and employers percentage, of this buy-back will be the responsibility of the full-time faculty member.

G. Request for Sabbatical Leave

Request in writing shall be made using the Sabbatical Leave Request form (Appendix L) through the Office of the Superintendent/President at least one full semester prior to the actual semester(s) requested for leave.

H. Basis for Recommendation to the Superintendent/President

All applications shall be evaluated on the basis of benefits to the District and students by the Sabbatical-Leave Committee. The four-person committee shall consist of: (1) the Chair of the Academic Development Committee and/or designee, (2) the Association President and/or designee, (3) the Chief Instructional Officer and/or designee and (4) another administrator.

I. Bond and Service to the District

Any full-time faculty member who is granted a sabbatical leave shall agree in writing to file a bond with the District, which shall enable the District to reclaim any remuneration granted the full-time faculty member while on leave in the event the full-time faculty member does not return to the District. Further, the full-time faculty member shall render a period of service in the employ of the Governing Board of the District following return from the sabbatical leave which is equal to twice the period of the leave. The full time faculty member shall be reinstated in the position held before the leave, unless otherwise agreed.

J. Salary Schedule

A full-time faculty member returning to the District from sabbatical leave shall receive credit for the year of the sabbatical leave toward step advancement on the academic salary schedule.

K. Final Report

The day the full-time faculty member returns from sabbatical leave, a report must be filed with the Board of Trustees through the superintendent/president's office. The

sabbatical report must be typewritten, 1500 words or more in length, with primary emphasis placed on the significance of the experiences to his/her employment as an educator and to the application of the educational growth to his/her regular assignment.

ARTICLE 34: WITNESS LEAVE

A. Definition

A witness leave is a leave granted to allow a full-time faculty member to appear as a witness summoned by a subpoena or court order, or as a defendant on a job-related case.

B. Length of Leave

Leave shall be granted for the lapsed time of attendance required in court and reasonable travel as certified by the clerk or other authorized officer of such jury or court.

C. Compensation

Payment shall be made for such leave but not more than the difference between the employee's regular earnings and any amount received for witness service.

D. School Business

Full-time faculty ordered to represent the District or in any case involving the District shall be deemed on official school business, and shall be paid his/her regular salary.

E. Notification

Notification for witness leave shall be made to the Area Administrator, accompanied by the presentation of the official order. (Appendix J-2)

ARTICLE 35: BEREAVEMENT LEAVE: LEAVE OF ABSENCE DUE TO DEATH IN THE IMMEDIATE FAMILY (Education Code 87788)

A. Definition of Immediate Family

Immediate family includes spouse, mother, father, grandmother, grandfather, son, daughter, son-in-law, daughter-in-law, grandson, granddaughter, brother, sister, or a person who has resided in the household of the full-time faculty member for two or more years.

B. Length of Leave

Full-time faculty members shall be entitled to a maximum of four (4) days leave. Bereavement leave may be extended to a maximum of five (5) days when out-of-state travel is necessary or travel beyond a 300-mile radius, and six (6) days when travel is beyond a 1,000-mile radius.

C. Compensation

The full-time faculty member shall receive full pay while on bereavement leave.

D. Notification

Notification for bereavement leave shall be made to the Area Administrator. (Appendix J-2)

ARTICLE 36: DEDUCTIONS FOR UNAUTHORIZED ABSENCES

An unauthorized absence is an absence from a teaching assignment, office hour, or other assigned duties as set forth in Article 11, which has not been reported to the area administrator and approved, if necessary, prior to its occurrence, or a reported absence that is not chargeable as a leave of absence.

Deductions may be made as follows: Unauthorized absences will result in payroll deductions. For full-time faculty, the deduction shall be the ratio of the hours of unauthorized absence to total assigned lecture and laboratory hours in the semester in which the absence occurs times one-half the annual contract salary. For counselors, librarians, the placement office, and other non-teaching personnel it shall be in ratio of unauthorized to total annual contract hours of service.

ARTICLE 37: EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in the Agreement shall prevail over District practices and procedures and over State Laws to the extent permitted by State Law and that in the absence of specific provisions in this Agreement such practices and procedures are discretionary.

ARTICLE 38: MEET AND NEGOTIATE

- A. Each year the District and the Association agree to negotiate salary and health and welfare benefits articles, two other issues selected by each party (maximum of four issues) and any mutually agreed upon issues. The procedures for such negotiations shall be governed by Article 39, Renegotiation.
- B. For the duration of this contract (July 1, 2007, through June 30, 2010) only, the district and the Association agree to suspend Article 38.A (see above). Any

mutually agreed upon issues will be settled by MOUs and will become contract language in the subsequent contract, unless mutually agreed otherwise. July 1, 2010, Article 38.B will sunset.

ARTICLE 39: RENEGOTIATION

- A. Either party desiring to modify or amend this Agreement for a future term shall provide to the other written notice of intent to amend or modify.
- B. Upon satisfaction of the public notice requirement and not later than sixty (60) days following submission of the proposal of either party, negotiations shall commence at the mutually acceptable time and place for the purpose of considering proposed modifications of amendments to this Agreement.
- C. The Association shall be provided reasonable release time for a reasonable number of representatives to participate in negotiations and impasse proceedings.
- D. Either party may utilize the services of an outside consultant to assist in the meet-and-negotiate process with twenty-four hour notice to the other party.
- E. The District and the Association agree to furnish the other party, upon request, copies of reports and records that will facilitate the bargaining process.
- F. Within thirty (30) days after reaching agreement, the Association shall submit the Agreement to its membership for ratification and the District to the Board of Trustees for approval.

ARTICLE 40: TERM

This Agreement shall remain in full force and effect from July 1, 2007, through June 30, 2010.