AGREEMENT BETWEEN
THE BOARD OF TRUSTEES OF
SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

AND

SAN MATEO COMMUNITY COLLEGE
FEDERATION OF TEACHERS
LOCAL 1493, AFT, AFL-CIO

EFFECTIVE JULY 1, 2022 THROUGH JUNE 30, 2025

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MEMORANDUM OF UNDERSTANDING BETWEEN AFT LOCAL 1493 AND THE SMCCCD:

DISTANCE EDUCATION 105

PREAMBLE

The Board of Trustees of the San Mateo County Community College District, hereinafter referred to as the "Board" or the "District", and the San Mateo Community College Federation of Teachers, hereinafter referred to as the "Union", agree as follows:

ARTICLE 1: RECOGNITION

1.1 **RECOGNITION AS EXCLUSIVE REPRESENTATIVE:** The Board hereby recognizes the San Mateo Community College Federation of Teachers as the exclusive and sole negotiation agent for the unit described in Appendix A of this Agreement.

1.2 **BOARD NEGOTIATES SOLELY WITH UNION:** Pertaining to employees within this unit, the Board agrees not to meet and negotiate with any organization other than the Union for the duration of this Agreement. Further, the Board agrees not to negotiate individually with any employee during the duration of this Agreement on matters subject to meeting and negotiating.

1.3 **UNION RECOGNIZES BOARD AS ELECTED REPRESENTATIVES:** The Union recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or its duly authorized representatives designated by the Board to act in its behalf. The Union agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any administrator or Board member.

1.4 **UNION ONLY REPRESENTS INTERESTS OF UNIT MEMBERS:** The Union agrees that neither it nor its members or agents will attempt to represent, in any negotiations or grievances, the interests of anyone other than members of the unit described in Appendix A.

1.5 **UNIT MAY BE EXPANDED BY MUTUAL AGREEMENT:** The bargaining unit may be expanded to other classes by mutual agreement of the Board and the Union. Disputed cases shall be submitted to the Public Employment Relations Board for a decision.

1.6 **NO INTERFERENCE/DISCRIMINATION:** Neither the Board nor the Union shall interfere with, restrain, intimidate, coerce or discriminate against bargaining unit members because of the exercise of their rights to engage or not to engage in lawful Union activity.

ARTICLE 2: ORGANIZATIONAL RIGHTS

2.1 **USE OF BULLETIN BOARDS/MAIL SERVICES:** The Union shall have the right to use institutional bulletin boards and District mail services subject to reasonable regulations; and the right to use institutional facilities at reasonable times for the purpose of conducting Union business concerned with the exercise of the rights guaranteed by statute. The Union also has the right to use District duplicating equipment, provided that the Union reimburses the District for the cost of supplies and labor.

2.2 **LEAVE FACILITIES IN A CLEAN AND ORDERLY CONDITION:** The Union agrees to leave the facilities used in a clean and orderly condition.

2.3 **TWO COPIES OF BOARD AGENDAS/MINUTES:** Copies of the agenda and minutes of regular Board meetings can be found at https://smccd.edu/boardoftrustees/agenda.php. The District shall notify the Union if the website changes.

2.4 **LIST OF UNIT EMPLOYEES AND JOB INFORMATION:** The Union shall have the right to be provided with a listing of all bargaining unit employees, their date of employment, and their primary job site within a reasonable time following request by the Union. The District will provide to the Union the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire. The District will provide to the Union this information every 120 days for all employees. Thereafter, the Union will be provided with a current listing of additions and deletions to the bargaining unit within a reasonable time after request.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing AFT Local 1493 access to a secure electronic site within which the above information is available to view and download as a spreadsheet.

Personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain the privacy of such information.

2.5 **TIMES WHEN UNION MAY CONDUCT BUSINESS:** Union agents and representatives may conduct Union business with members of the unit at times other than those during which they are required to render service to the District. No one shall be allowed to distribute handouts or similar material in a manner that distracts employees who are on the job performing their duties.

2.6 **REASSIGNED TIME FOR UNION BUSINESS:** The Union will receive the equivalent of 18 FLCs per semester of reassigned time for organizational activities. In addition, the District shall provide the equivalent of 18 FLCs per semester for the purpose of negotiations and the processing of grievances. The Union will notify the District as early as possible of the name(s) of the person(s) who will be credited with this reassigned time so that necessary modifications of schedules may be made. In addition, the Union can buy additional FLCs as needed.

2.7 **NEW EMPLOYEE ORIENTATION:**

2.7.1 "New employee orientation" refers to the process by which a newly hired public employee - whether in person, online, or through other means or media - is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2.7.2 The District shall provide AFT Local 1493 with access to its new employee orientations. AFT Local 1493 shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

2.7.3 In the event the District conducts group orientations with new employees, the AFT Local 1493 shall have a minimum of 30 minutes for AFT Local 1493 representative(s) dissemination of AFT Local 1493 information.

2.7.4 The Union may give each member of the unit a form to complete on which they can indicate whether they want to join the Union.

ARTICLE 3: PAYROLL DEDUCTIONS FOR UNION DUES

3.1 **DUES DEDUCTION SCHEDULE:** The Union shall inform the District about the amount of dues to be deducted from each unit member's monthly gross income (expressed as a percentage of gross income) and the District shall deduct such amounts. Deductions shall continue from year to year unless revoked in writing. In addition, pursuant to such authorization, the District shall withhold Union dues for Summer Session faculty.

3.2 The Union is responsible for all required notifications to employees of their obligations under this Article and resolution of all employee disputes related to their obligations, including all costs related to such notifications and resolutions.

3.3 **DISTRICT REMITS MONIES:** With respect to all sums for membership dues deducted by the District pursuant to employee authorization, the District agrees to remit, as soon as possible after each pay period, such monies to the Union's designee, accompanied by an alphabetical list of the names of unit members for whom dues deductions have been made, and indicating any changes from the list previously furnished.

3.4 **UNION AGREES TO FURNISH INFORMATION:** The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

3.5 **UNION INDEMNIFICATION:** AFT Local 1493 shall indemnify the District for any claims made by an employee for deductions made in reliance on its notification to the District.

ARTICLE 4: MANAGEMENT RIGHTS

4.1 The Board on its own behalf, and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitutions of the United States and the State of California including, but without limiting the generality of the foregoing, the following rights:

4.1.1 To determine and administer policy.

4.1.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications, and the conditions for their continued employment, or their dismissal, demotion or promotion.

4.1.3 To delegate to the Chancellor-Superintendent and other legally appointed officers, the operation of the colleges, the executive management and administrative control of the San Mateo County Community College District, its properties and facilities.

4.1.4 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practice 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.

ARTICLE 5: PEACEFUL SETTLEMENT OF DIFFERENCES

5.1 **NO INTERFERENCE WITH OPERATION OF THE DISTRICT:** It is recognized that the need for continued and uninterrupted operation of the District is of paramount importance, and that there should be no interference with such operation.

5.2 **NO LOCK OUT OF UNIT MEMBERS:** The District agrees that it shall not, during the term of this Agreement, lock out any unit member as a result of a strike by other District employees.

5.3 **JUDICIAL RELIEF/DISCIPLINE FOR VIOLATIONS:** Nothing contained in this Agreement shall be construed to restrict or limit the District or the Union in its right to seek and obtain such judicial relief as it may be entitled to have under the law for any violation of this or any other Article, and to take such action as it deems necessary to discipline and/or discharge any employee for violation of this Article.

5.4 **NO WAGES/BENEFITS DURING CONCERTED ACTIONS:** Employees shall not be entitled to any wages or benefits whatsoever, including but not limited to, life insurance, health insurance, vacations, wages, or any other compensation while engaged in any strike, concerted failure to report for duty, or other willful absence from their duties of employment.

ARTICLE 6: WORKLOAD

6.1 FULL-TIME STATUS: The basic computational unit used in determining faculty workloads is the Faculty Load Credit (FLC), defined such that a full-time unit member will be expected to provide services corresponding to thirty (30) FLCs per year. Unit members who are employed less than full time, but who are paid on the basis of the regular academic salary schedule, shall be expected to earn a proportionately reduced number of FLCs per academic year. The maximum number of FLCs assigned to a unit member in any semester will be eighteen (18), except as mutually agreed upon by the unit member and the District.

The Faculty Load Credit (FLC) Allocation is listed in Appendix F. Increases in the FLCs in the Laboratory Assignment Schedule shall be effective Spring 2022. The parties shall appoint a committee to study further increases to these allocations as well as to other lab classes.

6.2 DESCRIPTION OF FACULTY DUTIES: While this Article deals with teaching, counseling, and learning resources assignments, these specific activities comprise only a portion of the responsibilities assigned to unit members who are paid on the basis of the regular academic employee salary schedule. Other activities that make up the remainder of the assignment of such unit members are listed in the following appendices:

a. Appendix D-1 (Duties and Responsibilities of Instructors)
b. Appendix D-2 (Duties and Responsibilities of Counselors)
c. Appendix D-3 (Duties and Responsibilities of Librarians)

6.3 NUMBER OF PREPARATIONS: Workload relative to the number of preparations shall be fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.3 shall not be subject to the grievance procedures of Article 17.

Disagreements about the number of course preparations required of a faculty member for a particular semester are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of course preparations. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

6.4 EVENING COURSE ASSIGNMENTS:

6.4.1 Normally, regular full-time academic instructors will not be assigned to more than one evening course as a part of their regular load, unless they request such an assignment. However, in circumstances where it is necessary to add an additional evening course in order to complete a full assignment, such additional evening course assignments may be made, provided that such additional assignments are fair, reasonable, and equitable according to conventional past practices within the relevant disciplines or groups of disciplines. It is understood that the provisions of Section 6.4.1 and 6.4.2 shall not be subject to the grievance procedures of Article 17.

6.4.2 Disagreements about the number of evening course assignments required of a faculty member are to be resolved through informal meetings of the affected faculty member and the appropriate Dean. Either party may invite a member of the staff to assist in the resolution. Disagreements, which cannot be resolved in this manner, may be forwarded to the next administrative level for resolution. Disagreements not resolved at that level may be forwarded to the College President for final resolution. Appeal to the College President concludes the process for resolving disagreements about the number of evening course assignments. This procedure applies only to this section of the contract, unless specifically cited elsewhere.

6.5 REASSIGNED TIME: Before reassigned time is assigned, the faculty member and the dean should agree on a list of responsibilities for the assignment and the percentage of the reassigned time.

6.6 WORKLOAD PILOT PROJECT: The District and AFT shall implement a two-year pilot program utilizing the process set forth in this Article for the allocation of professional responsibilities. The pilot program shall be conducted in the 2022-23 and 2023-2024 academic years. During the period of the Pilot, subsection 6.5 supersedes any conflicting provisions of Article 6, and replaces Appendices D-1, D-2 and D-3. Preparation for implementing the program will take place in the 2021-2022 academic year, including the development and review of faculty members' initial professional responsibility plans, as described in this Article. This pilot shall automatically sunset, if not continued by express mutual agreement of the parties. The parties shall reopen the contract to negotiate possible continuation of the program no later than February 2024. During the period of the pilot, the provisions of this program shall not be grievable. A single District-wide committee consisting of the president of the AFT or designee, the District Academic Senate president or designee, the Director of Human Resources or designee, and the Vice Chancellor of Educational Services and Planning or designee, will provide guidance and settle any disputes that arise during this two-year pilot period.

Full-time faculty members shall participate in a range of professional responsibilities. These professional responsibilities are in addition to classroom time, preparation and grading time, and office hours. Participation, to be initially determined by the faculty member, subject to limited review by the supervising Dean as summarized in this Article, may include but is not limited to the committees and activities listed in the table below. First-year contract faculty are not otherwise subject to the terms of this Article, and will work with their deans in taking on an appropriate level/type of professional responsibilities that allows them to focus primarily on teaching.

The faculty member will create a professional responsibilities plan ("Plan") by selecting items from the table below that they will perform over the academic year. The Plan will describe the professional responsibilities with specificity. For example, activities related to course development will identify the specific course; similarly, activities related to training will describe the subject matter and general scope of the training. Professional activities that depend on appointment by the Academic Senate may only be included in a Plan if the appointment has already been made. Activities that depend on dean approval (e.g. program coordination) may only be included after securing dean approval.

The professional responsibilities are divided into four (4) tiers, the activities under each tier will be given different numbers of points. The professional responsibilities plan will need to include a mix of activities with a minimum combined points of value within the range of 6-7 points each academic year. Where a faculty member's particular professional activity could fall under more than one of the activities generally described in the table, it will be counted once, under the activity with the highest point value. Activities that have an assigned FLC value in Appendix F, or activities for which a faculty member is receiving release time, shall have a point value of "0". The faculty and unit administrator may jointly include items that are not on this list and add them to one of the tiers.

Once the faculty member has created a draft Plan, the member will submit it to their dean for review and approval. Plans for the following academic year will be submitted for review no later than May.

1. Plan's shall be approved unless one of the following applies:

    a) The Plan includes activities for which there is no institutional need during the academic year covered by the plan. For example: A Plan includes evaluation of tenured faculty and no tenured faculty evaluations are scheduled for this period. In this case, the Dean will advise the faculty member that a chosen activity is not available and the faculty member will revise the plan accordingly.

    b) The Plan includes activities for which the demand exceeds supply. For example, multiple faculty include in their plans writing a new course curriculum for the same course. In this case, the dean will inform all faculty interested in this activity, and request that they resolve among themselves who will take on this particular activity. If the faculty are unable to resolve among themselves, the dean will make the assignment and instruct the others to revise their Plans.

c) There is an institutional need for a professional activity that an insufficient number of faculty have included in their Plans. For example: there is need for a particular curriculum review that no one has included in their Plan. In this case, the Dean will first ask for a volunteer to modify their Plan. If that fails, the Dean may assign the activity. However, a dean may not require a faculty member to serve on more than two tenure review committees, or more than 2 hiring committees in an academic year, even where the total points do not exceed 7 points. The assigned faculty member may then, at their sole discretion, determine what to delete, of the same point value, from their Plan. This same approach shall be used if an urgent, unanticipated, institutional need arises after the academic year has begun. An "urgent" institutional need is one where, if not addressed, the District will: 1) be in violation of law; or 2) be unable to proceed with a hiring process. No faculty member will have their professional plan involuntarily adjusted in this manner more than once during the period of the pilot program.

If there is a specific, time sensitive need for the faculty member to provide all of the existing services on the member's plan, the dean may request that the member not delete any activities, so long as the total point value does not exceed 7. Any additional assignment that results in an increase in points may be appealed to the pilot review committee. If the faculty member is requested by the dean not to delete any activities resulting in a plan that exceeds 7 points, and the faculty member agrees to do so, the faculty member will be compensated for the additional service at the special rate for the actual hours spent. Alternatively, faculty requested to exceed the point requirement in year one of the pilot may opt to receive credit for the following year. No faculty member can be required to exceed more than 7 points in an academic year. If the dean does not request additional service, the faculty member may choose, at their sole discretion, not to delete any activities from their Plan. However, such voluntary additional service does not result in additional compensation.

Nothing in the Plan development and approval process precludes a dean and faculty from mutually agreeing to modifications to a Plan after the academic year has begun to address new opportunities or areas of need.

The parties further agree that annually, no later than June 15, each faculty member shall prepare a brief professional responsibility report covering each professional activity included in that year's Plan. The report shall include: 1) The specific project or activity undertaken; 2) The status of the project or activity at the time of the report; 3) Whether the expected progress on the project or activity was made; and 4) If the expected progress was not made, why not. The Report shall be submitted to the faculty member's supervising dean and included in the faculty portfolio as part of the faculty member's evaluation.

.5 point	1 point	2 points	3 points
Update/revise specified course outlines of record	Evaluate adjunct faculty	Serve on scholarship committee	Develop and assess plans for state-mandated initiatives
Monitor and train student tutors who support our classes	Evaluate tenured faculty	Serve as a member of a College Academic Senate. (Not eligible if receiving release time.)	Serve as department lead
Mentor new faculty (assigned by Division Dean)	Serve on Division Evaluation Committee	Write program review	Serve on Curriculum Committee/Committee on Instruction
Participate in preparing accreditation report (committee member)	Write proposals for department, division or college projects/grants	Degree/certificate creation and submission	Athletic or arts performance off-campus program promotion, transportation to student competitions or performances, outreach to high schools
Serve on Accreditation oversight committee	Write new course outline/develop new course	Serve on FT faculty or administration hiring committee <50 applicants	Coordinate program
Serve on CTE advisory committee where mandated by statute-	Serve on the District Academic Senate Governing Council. (Not eligible if receiving release time.)		Accreditation Committee Chair
Attend Division meetings regularly (This shall be a mandatory activity on all plans, unless mutually agreed with the dean.)	Advise a college-approved student club. (Maximum of 2 clubs per Plan unless mutually agreed between the faculty member & dean. Additional advising activities are permitted, but voluntary.)		Serve on FT faculty or administration hiring committee 50 – 100 applicants
Attend Department meetings for departments that meet regularly	Serve on flex planning committee		Serve on Tenure Review Committee
Assess course or program SLO's	Serve on Professional Development Committee (article 13 money)		**Serving on FT faculty or administrative hiring committee >100 applicants should be 4 points

.5 point	1 point	2 points	3 points
	Serve on District/Campus Participatory Governance Committee		
	Serve on Institutional Effectiveness Committee		
	Develop and/or lead 3 or more skills workshops led in Learning Center		
	Supervise Independent Study of one student or Research capped at one per academic year, unless independent study is necessary for a student to graduate due to a course cancelation or other exigent circumstance, and the faculty member is requested to provide this service by the dean.		
	Other district/campus standing committees		
	Serve on the planning committee of, or prepare academic content for, a college-wide annual event. 1 event per plan.		
	Serve a on college Evaluation Guidance Committee. (Shall not count toward point calculation if performed by a senate representative receiving release time to perform their elected duties. Shall count if elected official opts to designate another senate representative to perform this duty.)		

ARTICLE 7: HOURS OF EMPLOYMENT

7.1 **175 WORK DAY YEAR FOR REGULAR FACULTY:** The total required number of service days for each faculty member on a regular academic year contract shall not exceed the one hundred seventy-five (175) work days, including any flex or staff development days included in the academic calendar.

7.1.1 The contract responsibility days of instructional faculty shall end once the total required number of service days is served and final grades and other official paperwork are submitted.

7.1.2 The contract responsibility days of non-instructional faculty shall end at the conclusion of the final examination period.

7.2 **DEFINITION OF ACADEMIC YEAR:** The academic year consists of two (2) separate instructional semesters, each of which begin on the first day of instruction or flex day and end on the last day of final examinations.

7.3 **ADOPTION OF ACADEMIC CALENDAR:**

7.3.1 Following negotiations with the Union, the Board will adopt an annual academic calendar that conforms to all requirements mandated by state law and the conditions of this Agreement.

7.3.2 When a declared holiday falls on Sunday, the succeeding workday not designated as a holiday shall be observed as the holiday. When a declared holiday falls on a Saturday, the preceding workday not designated as a holiday shall be deemed the holiday.

7.4 **DEFINING OFFICE HOURS:** Office hours are defined as regularly scheduled times when faculty members are present in their assigned office or approved alternate location, and available for consultation with students.

7.5 **WORKWEEK FOR FULL-TIME INSTRUCTIONAL FACULTY:** Full-time instructional faculty shall be present on campus while performing assigned duties, unless an alternate location is assigned and approved, pursuant to Article 6. For the purposes of this section, "assigned duties" means a faculty member's FLC and corresponding office hours. A faculty member may be assigned to less than a five-day per week schedule. All other professional responsibilities, such as class preparation and completion of a member's professional responsibilities plan will be carried out at a time and place appropriate for the activity.

7.6 **WORKWEEK FOR FULL-TIME COUNSELING FACULTY:**

7.6.1 Full-time counseling faculty shall be present on campus while performing assigned duties, unless an alternate location is assigned or approved, a minimum of thirty (30) hours per week, twenty-two (22) of which are for scheduled counseling duties and eight (8) of which are for performing other professional duties (as outlined in Appendix D2-A2). Regular and contract counselors shall also be responsible for developing and fulfilling a professional responsibilities plan, as described in Article 6, with a minimum value of 5 points.

7.6.2 For the purposes of calculating adjunct load, non-ancillary fulltime weekly duties are 30 hours. "Scheduled Counseling Duties" means any of the following:

- Scheduled or drop-in counseling appointments with student conducted in person;
- Scheduled or drop-in counseling appointments with students conducted remotely;
- Group appointments with students conducted in person;
- Group appointments with students conducted remotely;
- Working with students in class, in collaborations with instructional faculty;
- Program coordination, student workshops, or case management activities, so long as they are approved or assigned by the dean;
- Counseling observations for evaluations; or

- Additional duties as approved or assigned by the dean that directly support students.

Hours are prorated for regular and contract counselors with less than a full-time assignment. Part-time counselor load assignments shall include 1 hour of "other professional duties" time for every 3 FLCs of counselor duties.

Coordination is recognized as a critical and necessary function of specific counselor assignments. Coordination is defined as any responsibilities of leading and organizing a program, initiative or project outside of the primary responsibilities of counselor duties (as outlined in Appendix D2-A1). The assignment of coordination time is mutually agreed upon by the dean and the counselor as commensurate and appropriate to the counselor assignment.

Recognizing the professional and pedagogical expertise of counseling faculty, the value of a collaborative approach at the department level in setting the length of counseling appointments, and that the need for flexibility to adjust appointment length to address student needs is appropriate, the counseling deans and counseling faculty at each college will annually review best practices, scheduling methods, use of technology and other strategies to support a collaborative scheduling approach.

7.7 **WORKWEEK FOR FULL-TIME LIBRARIANS:** Full-time faculty librarians shall be present on campus while performing assigned duties, unless an alternate location is assigned. For the purposes of this section "assigned duties" means providing librarian services at assigned times and locations, which for a full-time librarian shall be thirty-two and one-half (32.5) hours per week. Other professional responsibilities will be carried out at a time and place appropriate for the activity. Librarians shall be responsible for developing and fulfilling a professional responsibilities plan as described in Article 6, with a minimum value of 4 points. Librarians are not expected to work more than 37.5 hours per week. Hours are prorated for regular or contract librarians with less than a full-time assignment.

7.8 **WORKWEEK FOR FULL-TIME NON-INSTRUCTIONAL FACULTY:** Full-time college nurses and faculty assigned to other duties shall be present on campus in scheduled professional duties thirty-seven and one-half (37.5) hours per week, prorated for regular or contract college nurses and faculty assigned to other duties with less than a full-time assignment unless an alternate location is assigned or approved. College nurses and faculty assigned to other duties are not required to prepare a professional responsibilities plan.

7.9 **MINIMUM ELAPSED TIME:** The minimum elapsed time between the ending time of any regular workday assignment and the beginning of the following day's regular workday assignment will be eleven (11) hours, except by mutual agreement between the employee and the District.

7.10 **FINAL EXAM PERIODS INCLUDED IN SERVICE DAYS:** Final examination periods are included within the required number of service days. Instructors must meet all assigned classes for final examinations at the appropriate hour as published in the College final examination schedule, except by written permission in advance from the appropriate Vice President.

7.11 **FLEX DAY OBLIGATIONS:** The District academic calendar may contain flex (staff development) days. The following provisions shall apply:

7.11.1 Faculty members on a regular academic year contract shall participate in such flex days as part of their basic assignments. Regular faculty will be expected to participate in flex day activities for five (5) hours per flex day. There are six (6) flex days on the academic calendar. Of the six (6) flex days, two (2) are required and four (4) are flexible. There will be one (1) required day in the Fall and one (1) required day in the Spring. Those days will be determined with the approval of the academic calendar for that year and are intended to be assigned on a college day.

7.11.2 Part-time faculty members may participate in flex activities as part of their basic assignments if the flex day falls on a scheduled workday. For example, if a part-time faculty member normally holds a class on a Monday and that day is a scheduled flex day and thus their normally scheduled class(es) is/are not held, the part-time faculty member who participates in the College flex activities, shall receive regular pay for the normal student contact hours that would have been worked that day. Those part-time faculty members identified above can elect to participate in a

college-approved flex activity on an alternative day other than the College-designated flex day, show written verification of the activity, and receive regular pay for up to the normal student contact hours that the part-time faculty member is scheduled to teach on that day of the week. Requests for approved flex day pay must be submitted by the last day of final exams of the semester in which the flex activity occurred. Other part-time faculty members may participate in on-campus flex activities on designated flex days and will be compensated at the special rate not to exceed five (5) hours.

7.12 **COUNSELING ASSIGNMENTS OUTSIDE REGULAR 175 DAYS:** The District and the counseling staff recognize that the dates needed for counseling services differ from the regular 175 day academic calendar and are essential to fulfilling the needs of students in the District. For that reason, faculty whose primary responsibility is counseling and whose annual teaching schedule allows for blocks of five (5) or more exchange working days within the academic year may be involuntarily assigned up to ten (10) working days of counseling duties different from the regular 175 day academic calendar, during semester breaks and/or Summer session. Involuntary assignments will only occur if there are not sufficient numbers of suitable volunteers.

7.12.1 Whenever possible, voluntary assignments will be arranged in preference to involuntary assignments. It may not be that every counselor will be assigned by their administrator to work a full ten (10) days outside of the 175-day calendar because of the need for particular expertise or specialized program knowledge.

7.12.2 The days of counseling duties different from the regular 175 day academic calendar will be scheduled on consecutive blocks of working days (for example, five consecutive working days at the beginning of the Fall and Spring semester), unless an exception is mutually agreed upon. For purposes of this section, Fridays during Summer session are not considered workdays. Normally, each day will consist of six hours total. However, upon mutual agreement between the counselor and supervisor, the total hours per day may be increased or decreased and the number of days worked outside the 175-day academic calendar may be increased beyond the ten (10).

7.12.3 Those counselors who are assigned up to ten (10) days per year to work outside the 175 day academic calendar will receive exchange time during the 175 day academic calendar. “Exchange time” means that an equivalent amount of time may be taken off with full pay. The exchange days may be taken on consecutive days unless an exception is mutually agreed upon. The regular ten-month or twelve-month payment schedule for an employee’s full-time salary will not be altered by any change of work schedule arranged as a result of this agreement.

7.12.4 Time assigned outside the academic year as well as the exchange time will be determined between the counselor and their supervisor prior to the assignment. A good faith effort will be made to find times that are reasonable and that achieves mutual benefit.

7.12.5 The District will provide one (1) semester advance notice to counselors of the need for their services outside of the 175-day academic calendar.

7.12.6 Counselors who volunteer for and are assigned time outside the 175-day academic calendar will be given priority for receiving assignments for days in addition to the 175-day calendar.

7.13 **COMPENSATION:** Compensation for counseling/advising responsibilities beyond the total 175 day commitment will be either pay at the faculty overload lab rate, unit banking, or compensatory time, schedule permitting.

ARTICLE 8: PAY AND ALLOWANCES

8.1 FACULTY SALARY SCHEDULE:

8.1.1 For 2022-2023 fiscal year:

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) shall be increased by 7.0%.
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased by 9.5%.

8.1.2 For the 2023-2024 fiscal year:

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) AFT shall be increased by 5.0%.
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased 7.5%.

8.1.3 For the 2024-2025 fiscal year:

- The Regular Faculty Schedule (80), the Adjunct Faculty Salary Schedule Non-Instructional (AJ), and the Regular Faculty Schedule (OL) shall be increased by 3.0% .
- The Instructional Laboratory Adjunct Faculty Salary Schedule (HB), the Instructional Lecture Adjunct Faculty Salary Schedule (HC), and the Instructional Special Adjunct Faculty Salary Schedule (HI), shall be increased by 5.5%.

  If the assessed valuation of property for fiscal year 2023-2024, as determined by the San Mateo County Assessor's Office Local Combined Roll prepared by the County Assessor's Office shows an annual increase of at least 6.0%, the parties agree to a mutual reopener on Article 8.1 for 2024-2025.

8.2 PAYCHECK PROVISIONS: The following procedures shall apply related to faculty paychecks:

8.2.1 The annual salary for full-time regular employees will be paid over 10 months, commencing with the first month of the Fall semester, provided that employees who were paid on a September to June 10-month schedule as of June 30, 2016, shall continue to have the option to be paid on a September to June 10-month schedule. Deductions for retirement, State and Federal withholding taxes, and all other voluntary deductions are made over a 10-month period.

8.2.2 Payroll Errors: Proper salary grade and step placement is a joint responsibility of the employee and the District. All employees are to review their salary placement at least annually and should they believe that they are improperly placed on the salary schedule, they are to immediately bring this information to the attention of the District.

8.2.2.1 Any payroll error resulting in insufficient payment for an employee in the bargaining unit shall be corrected, and a special payroll check issued no later than five (5) working days after the District has received both a written request from the employee and verification of the error. Otherwise, the supplemental amount will be included in the next regular paycheck following verification of the error.

8.2.2.2 If the District overpays the employee, the District will inform the employee and attempt to mutually agree on a schedule to repay the overpayment.

Any payroll deduction made by the District to remedy an overpayment in a prior pay period must be authorized in writing by the employee. If no agreement for repayment is made, the

District reserves its rights to take legal action to recover the overpayment.

8.2.3 **Direct Deposit:** The District will make payment via direct deposit for payroll checks to all faculty members, unless special circumstances require a paper check to be issued. Employees who were receiving a paper check as of June 30, 2016 will continue to have the right to receive a paper check.

8.3 **PLACEMENT OF REGULAR FACULTY MEMBER ON SALARY SCHEDULE:** Placement of an individual on the regular academic employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

8.3.1 Salary classes based upon academic preparation are defined in Appendix C.

8.3.2 If they are to be recognized for salary placement, units taken after the award of the Bachelor's degree must ordinarily be upper division or graduate units granted by an accredited college or university.

8.3.3 For salary placement purposes, academic degrees and units must be earned from accredited institutions of higher education. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be acceptable provided that either:

1. the registrar of an accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by their institution; or
2. the degree serves as the basis for the award of a post-doctoral research fellowship from an accredited institution of higher education.

8.3.4 "Accredited institution of higher education" means an institution of higher education in the United States or its territories, accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities, or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

8.3.5 Degrees and academic units to be credited for salary schedule placement must be verified from original transcripts to which the college or university seal or registrar's signature has been affixed. For new employees, transcripts must be received by the Office of Human Resources by the end of the month in which original employment begins. Verification of membership in the California Bar must be by official documentation certifying that the employee is eligible to practice law in the State of California.

8.3.6 Step placement on the regular academic employee salary schedule is based upon prior teaching experience or acceptable equivalent. High school and college-level teaching experience as a regular faculty member will be recognized on a year-for-year basis. Teaching experience between grades 1 and 8 (elementary) will be counted as one-half the value of teaching experience in grades 9 and higher. New contract academic employees with 0 to 3 years of prior experience will be placed on Step 1. For a new contract employee with four (4) or more years of prior experience, such experience will be recognized, year for equivalent year, up to a total of seven (7) years for a maximum initial placement at Step 5 The Chancellor may recommend initial placement above Step 5 in exceptional circumstances that affect the interest of the District. The Chancellor will inform the Union president of such recommendation. The following chart illustrates initial placement according to this section:

0-3 yrs. Experience	Step 1
4	Step 2
5	Step 3
6	Step 4
7 or more	Step 5

8.3.7 Part-time teaching will be credited on the basis of its equivalent in full-time teaching at the institution where the teaching occurred.

8.3.8 Related vocational experience, and professional experience other than teaching in regular faculty status, will be evaluated on the basis of duration and closeness of relationship to the teaching assignment in this District. One year of teaching experience will be allowed for each two years of full-time, fully related professional or vocational experience, or its equivalent in part-time experience. Years of service spent as an apprentice, or years of service spent achieving the equivalent of journeyman status, will not be counted. Years of service, whether paid or unpaid, which were spent as a part of a required program leading to a higher academic degree or certificate will not be counted.

8.3.9 Letters of verification of all experience used for step placement on the salary schedule must be received by the Office of Human Resources by the end of the month in which original employment begins.

8.4 **CLASS ADVANCEMENT:** To qualify for class advancement on the regular academic employee salary schedule, academic personnel will notify Human Resources that they have received an advance degree by July 15th and submit evidence of the advanced degree from an accredited college or university or evidence of a sufficient number of units to meet requirements for class advancement on the salary schedule. As proof of completion, official transcripts must be submitted prior to August 31st of the year for which the change in salary placement is requested. Class advancements are processed only during the month of August of each year, and modify the employee's salary for the full college year.

8.4.1 For class advancement purposes, an academic employee may submit without prior approval:

1. Upper division and graduate units, offered by accredited colleges and universities, relevant to the instructor's teaching field.
2. Education courses required for a credential or degree appropriate to the instructor's field in community college teaching.

8.4.2 Other courses must be individually approved by the Vice Chancellor of Human Resources. Prior approval of courses in which an academic employee plans to enroll should be obtained to ensure that units will be applicable for advancement on the salary schedule. Such requests for prior approval should be submitted to the employee's immediate supervisor, who will attach their recommendation and forward them through the Vice President to the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources will then approve or disapprove, in full or in part, and so inform the instructor, the Vice President, and the immediate supervisor.

8.5 **STEP ADVANCEMENT ON REGULAR SCHEDULE:** To qualify for step advancement on the regular academic employee salary schedule, an employee's term of service must encompass seventy- five percent (75%) or more of the school days in the college year, or seventy-five percent (75%) or more of the school days in two semesters within a three-year period.

8.5.1 From Step 1 through Step 8, employees will advance at the rate of one step per year. Two years of service at Step 9 are required for advancement to Step 11. Three years of service at Step 11 are required for advancement to Step 14. Four years of service at Step 14 are required for advancement to Step 18. Five years of service at Step 18 are required for advancement to Step 23. Two years of service at Step 23 are required for advancement to Step 25.

8.5.2 All step advances on the salary schedule are normally effective at the beginning of the Fall semester. However, step advances for regular, full-time faculty whose service begins in Spring semester and who meet the requirements of Section 8.5, will advance to the next step on a Spring anniversary date rather than the Fall anniversary date.

8.6 **REQUIRED SERVICES OUTSIDE THE NORMAL WORK YEAR:** Academic employees may occasionally be asked to work extra days that are not a part of the 175-day academic year. To the extent that funds have been budgeted and specific assignments approved by the appropriate administrator, required services involving a minimum of six (6) hours of work will be compensated on a per diem basis. For less than a full day of work, academic employees will be compensated at the special rate of the Part-time or Faculty Overload Salary Schedule.

8.6.1 The per diem rate is six hours at the special rate, Step 10 of the appropriate hourly salary schedule.

8.6.2 Academic employees who are expected to work beyond the normal 175-day academic year because of serving on a screening committee for new employees will be paid at the special part- time rate for actual hours worked in session with the committee or at the per diem rate, whichever is less. Any such work must be necessary and have prior approval of the College President or the Chancellor.

8.7 **SALARY DEDUCTIONS FOR ABSENCE WITHOUT PAY:** When an academic employee whose compensation is based upon the regular academic employee salary schedule is absent for reasons which do not justify the use of any of the forms of authorized leave with pay, a fraction of the employee's annual salary will be deducted. The fraction will be the number of days absent divided by the number of days in the teaching year.

When a deduction for a partial day of absence becomes necessary, the fraction of a day absent will be computed by dividing the number of hours of absence by the total number of hours the employee is scheduled to be on campus on that day, including office hours.

8.8 **PART-TIME SALARY SCHEDULE:** The part-time employees' salary schedule is listed in Appendix B. It applies to academic employees with assignments of sixty percent (67%) or less of full time for the college year. It also serves as the basis of compensation for summer session assignments and of additional compensation for full-time academic employees assigned beyond their regular full-time assignments. Summer Session compensation will be based on the part-time employee salary schedule in effect during the previous Spring semester.

8.9 **PLACEMENT ON PART-TIME SALARY SCHEDULE:** Placement of an individual on the part-time employee salary schedule is based upon academic preparation and teaching experience or acceptable equivalent.

8.9.1 Degrees and units are used to determine step placement on the part-time employee salary schedule in accordance with the following rules:

8.9.1.1 Persons holding an earned doctorate, or who are members of the California Bar, will be given two (2) years of teaching equivalency, to be added to the total of the years credited as a result of evaluating teaching and related experience.

8.9.1.2 Persons holding a valid Master's degree, or a life vocational credential will receive zero (0) years of teaching equivalency.

8.9.1.3 Persons holding only a Bachelor's degree and any number of units taken after the award of the degree will have one (1) year of teaching equivalency subtracted from the years credited for teaching and related experience.

8.9.1.4 Persons holding only an A.A. degree and any number of units short of a Bachelor's degree will have three (3) years of teaching equivalency subtracted from the total years credited for teaching and related experience.

8.9.1.5 One (1) year and no years of college are assigned a value of negative four (4) years of teaching equivalency and treated as above.

8.9.2 Both teaching and related work experience will be evaluated as set forth in Sections 8.3. of this Agreement. As with the regular academic employee salary schedule, high school and college level teaching experience will be recognized on a year-for-year basis up to five years. The maximum initial step placement on the part-time employee salary schedule will be at Step 7, except for holders of an earned doctorate or members of the California Bar, for whom the maximum initial placement will be at Step 9.

8.10 **PLACEMENT ON PART-TIME SCHEDULE UPON RETURN:** Part-time faculty returning to the District who have been in paid academic status during two semesters (summer sessions are acceptable in

lieu of semesters) within a three-year period shall be advanced a step on the salary schedule beginning in the Fall Semester. Part-time faculty returning to the District after a break of more than three years shall be placed on the salary schedule at a step no lower than the step at which they were paid when they left the District.

8.11 **STEP ADVANCEMENT ON PART-TIME SCHEDULE:** To qualify for step advancement on the part-time employee salary schedule, an employee must have served in paid academic status during two semesters (summer sessions are acceptable in lieu of semesters) within a three-year period. Step advancements will be made only at the beginning of the Fall semester.

8.12 **PART-TIME COUNSELING SERVICES PAY RATE:** Counseling service, when compensated on a part-time basis, will be paid at the appropriate hourly laboratory rate.

8.13 **SUBSTITUTE PART-TIME PAY RATES:** Substitute instructors, librarians, and counselors will be paid at the substitute's step of the appropriate column of the part-time salary schedule.

8.14 **LARGE CLASS PAY:** A large class for the purpose of additional compensation under the terms of this Article is defined as having 70 or more students enrolled at census.

Deans will engage in a collaborative process with department faculty to determine which courses can be appropriately designated as "large classes".

Eligible courses are those that meet general education, UC, and CSU requirements, those that meet graduation requirements, major requirements, and vocational courses required for a certificate, degree, or transfer. (Ineligible courses are television courses, open skills labs, Cooperative Education, all matriculation activities, team sports, team taught courses, independent study, and all courses numbered in the 600's and 700's.

Assignment to teach a large class is voluntary.

Additional compensation is at the special rate of pay and does not affect the FLC for the course. The compensation is consideration for the extra time needed for required paperwork.

Additional weekly compensation for large classes:	70-94 students 3 hours
	95-119 students 4 hours
	120-144 students 5 hours
	145-169 students 6 hours

Part-time faculty directed by their dean to perform ancillary activities including, but not limited to, attending division meetings, committee meetings, or assigned other professional responsibilities outside of teaching or their primary responsibilities (e.g. program review, annual plans, SLO, etc.) shall be compensated for the time pre-approved by the Dean at the special non- instructional hourly rate.

8.15 **PART-TIME PARITY**

A. Part-time parity shall be defined as 85% of full-time regular compensation.

B. The following steps shall be taken to achieve parity, as defined in paragraph A.

1. The District will place instructional adjunct faculty on a salary schedule that includes the same columns and steps that appear on the Regular Salary Schedule (80), using the methodology summarized below.

2. Determination of Parity:

The method used to compare part-time and full-time compensation for the purpose of

determining how close the District is to achieving instructional adjunct parity shall be as follows:

a. each cell in the regular full-time salary schedule is divided by 525.

b. One-third (1/3) of the special rate that corresponds to each step on the adjunct faculty salary schedule will be added to each cell at that step. For steps on the adjunct lecture schedule that exceed the number of steps of the special rate schedule, the highest rate on the special rate schedule will be used.

c. b is divided by a and multiplied by 100.

d. parity is achieved when the value of "c "is 85 at a minimum of 80% of the cells on the lecture adjunct faculty schedule.

Non-instructional adjunct compensation is above parity on all non-instructional salary schedules, where the average annualized non-instructional salary for each position is calculated by multiplying each salary step by the full-time contractual hours for the position by 35 weeks, and taking the average. The parties agree that parity has been currently reached for non-instructional adjuncts under this definition as of the date of this Agreement.

3. PART-TIME OFFICE HOURS

Office hours will continue to be paid separately following the same procedures currently in place, including after full pro-rata at 85% is achieved.

C. PLACEMENT OF MEMBERS ON THE SALARY SCHEDULES

1. Newly hired adjuncts will be placed at their initial step using the same criteria as used for full-time faculty, as set forth in Article 8.3.6, with Step 5 being the highest step for initial placement. Article 8.9 does not apply.

2. Step Advancement

Adjunct faculty may advance no more than one step per 12-month contiguous period. After parity at 85% is reached, in order to advance one step, an instructional adjunct must serve within the District the equivalent of 18 instructional FLCs, which may be accrued indefinitely until step movement occurs, or four Spring and/or Fall semesters of service, whichever happens first. For the purposes of counting service credit for step movement, service in fall, spring and summer terms shall count. However, service in each term is not required to advance. Once the aggregate 18 FLCs is achieved, or four semesters whichever happens first, the adjunct faculty member is eligible to move one step in the next term (fall, spring or summer) that the member is hired. Once an adjunct faculty member advances, a new contiguous 12-month period starts.

3. On-going Step Advancement Implementation Process

Step advancement will be administered as follows: Each August 1, the District shall be responsible to review all adjuncts hired in the ensuing fall semester for step advancement eligibility. Any adjunct found to be eligible will be advanced one step, prospectively. There will be no retroactive step adjustments unless due to district error.

Faculty who believe that they will become eligible for step advancement in a spring or summer term, rather than the fall term, are responsible to provide notice to their Dean at least 90 calendar days before the start of the term in which the member believes they are eligible for advancement. Where such notice is provided, step advancement will be applied in the next term. The District is not responsible to advance members at any time other than the fall semester without prior notice from the faculty member of their eligibility. Step advancements will be implemented at

the beginning of each term only, unless failure to advance a member is due to District error.

The District will send an announcement to the instructional adjunct faculty three weeks before the deadline reminding them of the deadline and the requirements for step advancement in the Spring and the Summer.

D. The District acknowledges that parity is not an abstract concept, but a clear goal that it is contractually obligated to achieve. To that end, the District further acknowledges that parity cannot be achieved without the district allocating funds to adjunct compensation over and above faculty raises. The district therefore commits to dedicating additional funding for instructional adjunct salary increases above and beyond salary increases for all faculty until parity is achieved.

E. The Parties will establish a joint study group to review possible transition to a load-based, step and column compensation model for adjunct faculty. It is understood that the study group does not engage in negotiations, but functions to provide information that the parties may utilize in negotiations.

ARTICLE 9: HEALTH AND WELFARE BENEFITS

9.1 **PERS MEDICAL AND HOSPITAL PLAN:** The District will provide the PERS Medical and Hospital Plan for employees and retirees in accordance with rules and regulations established by PERS.

Should a carrier withdraw from the PERS Umbrella plan, members of the unit will select from one of the remaining PERS options.

9.2 **MEDICAL PREMIUM CAP AMOUNT:** Effective January 1, 2023, the District will contribute up to the following amounts as appropriate towards PERS medical coverage premiums:

Employee only:	100% Kaiser Single Party
Employee plus one dependent:	88% Kaiser Two-Party
Employee plus two or more dependents:	88% Kaiser Family

Deduction of Medical Benefit Premiums: Subject to and consistent with the requirements of federal and state law, when unit members are paid on an August through May schedule, those members shall have their portion of the medical coverage premiums for June and July deducted in equal installments from their January, February, March, April, and may paychecks. When unit members are paid on a September through June schedule, those members shall have their portion of the medical coverage premiums for July and August deducted in equal installments from their February, March, April, May and June paychecks.

9.3 **DISTRICT WILL PAY PREMIUM INCREASES FOR OTHER BENEFITS:** The District will pay the increased costs of dental insurance, life insurance, salary continuation insurance, and Medicare Part B.

9.4 **DENTAL INSURANCE:** The District will provide each eligible employee and eligible dependents with Delta Dental Plan (DDP) or the coverage provided by Private Medical-Care Inc. (PMI). The plans are described in detail in the benefits handbook available in the Office of Human Resources. The maximum dental coverage in any one calendar year shall be $2000.

9.5 **LIFE INSURANCE:** The District will provide each eligible employee with a term life insurance policy covering the employee and eligible dependents. The life insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. Effective March 1, 2001, the term life insurance coverage shall equal one time the employee's annual base salary.

9.6 **SALARY CONTINUATION INSURANCE:** The District will provide each eligible employee with salary continuance insurance to cover disability after the employee's sick leave balance has been exhausted. The salary continuance insurance plan is described in detail in the benefits handbook available in the Office of Human Resources. The maximum monthly benefit for unit members shall be $5,000 per month.

9.7 **VISION INSURANCE:** The District will provide each eligible employee and eligible dependents with Vision Service Plan (VSP) Plan C.

9.8 **MEDICARE PART B COVERAGE:** The District will pay the premiums for Medicare Part B coverage for an eligible retiree and/or a spouse/eligible domestic partner who is over 65 years of age.

9.9 **ELIGIBILITY RULES:** To be eligible for the benefits described in this Article in any given semester or academic year, a full-time regular academic member of the unit must be employed at more than sixty percent (60%) of full time. A full-time regular academic employee may retain eligibility for the benefits described in this Article in the case of mutually agreed upon reduction of assignment, provided that the reduced assignment is at least fifty percent (50%) of full time.

9.10 **ELIGIBLE DEPENDENTS/DOMESTIC PARTNERS:** Eligible dependents/domestic partners are those specified in the contracts between the District and the insurance carriers.

9.10.1 The District agrees to include domestic partner benefits in the PERS Health Plans offered by the District. The definition of domestic partner shall be that used by PERS Health Plans. If the definition of a domestic partner used by PERS changes, the District shall implement the change on the effective date allowed by PERS. Domestic partners shall comply with all

registration requirements required by state law or PERS, and shall complete all necessary declarations and statements of financial liability. Forms are available in the Office of Human Resources.

9.10.2 The District agrees to include domestic partner benefits in the dental and vision plans offered by the District. In order to be considered a domestic partner, the following criteria must be met:

1. The two individuals are each other's sole domestic partner and intend to remain so indefinitely.
2. Neither individual is married to, or legally separated from anyone else nor has had another domestic partner within the prior six (6) months (unless the relationship terminated due to death).
3. Both individuals are at least eighteen (18) years of age and mentally competent to consent to contract.
4. Neither individual is related by blood to a degree of closeness that would prohibit legal marriage in the state in which the individuals reside.
5. The individuals co-habit and reside together in the same residence and intend to do so indefinitely. The individuals have resided in the same household for at least six (6) months.
6. The individuals are not in the relationship solely for the purpose of obtaining benefits coverage.
7. The individuals have engaged in a committed relationship of mutual caring and support and are jointly responsible for each other's common welfare and living expenses. The individuals interdependence is demonstrated by at least two (2) of the following:
    - Proof of domestic partnership from the California Secretary of State (required for domestic partnership medical coverage under the Public Employees' Retirement System).
    - Common ownership of real property (joint deed or mortgage agreement) or a common leasehold interest in property.
    - Common ownership of a motor vehicle.
    - Driver's license listing a common address.
    - Proof of joint bank accounts or credit accounts.
    - Proof of designation as the primary beneficiary for life insurance or retirement, benefits, or primary beneficiary designation under a partner's will.
    - Assignment of a durable property power of attorney or health care power of attorney.

9.10.3 Dependent children of domestic partners are eligible for coverage if they have been legally adopted by the District employee and are unmarried, primarily dependent on the employee for support, and meet the age, school, and all eligibility requirements of the various medical, dental and visions plans.

9.11 **SURVIVOR BENEFITS:** If a member of the unit meets the eligibility requirement for retiree medical benefits specified in Section 10.1 and dies before retirement, medical and dental benefits will be provided by the District for the unmarried surviving spouse/domestic partner as provided for the unmarried surviving spouse/domestic partner of an eligible retiree in Section 10.1.

9.12 **MEDICAL STIPEND FOR PART-TIME FACULTY:**

See Attached Part-Time Health Care MOU.

9.13 **IRC 125 PLAN:** The District will maintain a program that implements the Internal Revenue Code Section 125 and provides for before tax employee contributions to non-District covered health and dependent care costs.

Part-time employees who are assigned at least one semester length course may participate in this plan during that semester. The limit for earnings to be set aside for an eligible part-time employee's medical

benefits is $400 per semester, $1,200 per year. The limit for earnings to be set aside for an eligible part-time employee's dependent care benefits is $1,666 per semester, $5,000 per year. Part-time employees will enroll separately for each semester of participation.

9.14 Affordable Care Act Requirements and the District's Right to Modify Benefits: Both the AFT and the District have the right to reopen negotiations on the health insurance provisions of this Agreement in the event the District is subject to a penalty, tax, fine or increased costs as a result of requirements of the Affordable Care Act.

ARTICLE 10: RETIREMENT

10.1 RETIREE MEDICAL AND DENTAL BENEFITS: The following procedures shall apply to retiree medical and dental benefits.

10.1.1 Employed Prior to January 1, 1987: The District will pay lifetime medical and dental insurance premiums for retirees and eligible spouse/domestic partners who were employed by the District as Contract I employees prior to January 1, 1987, and met the eligibility criteria. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un- remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000, or after.

10.1.2 Employed On 1/1/1987 through 9/7/1993: For those employed as Contract I employees on January 1, 1987 through September 7, 1993, the maximum amount paid by the District for retiree medical benefits would be the amount the District would have been required to pay had the retiree selected the appropriate Kaiser Health Plan. The eligible retired member of the unit, and that member's spouse/domestic partner at the time of the member's retirement, shall be eligible for continuation of benefits during the life of the retired member of the unit, and, following the death of the retired member, during the life of the un-remarried surviving spouse/domestic partner. The surviving spouses/domestic partners of deceased retirees are continued on benefits without interruption as long as they remain unmarried. The domestic partner benefit portion applies only to those retirees who retired on January 1, 2000 or after.

10.1.3 Employed On or After 9/8/1993: For unit members whose first day of paid service commences on or after September 8, 1993, the maximum amount paid by the District for retiree health benefits (medical and dental) shall be $450/month until the employee becomes eligible for Medicare Part B. At that time, the District will then pay, for the employee only, the lowest cost medical plan available within the agreement between the parties.

10.1.4 10 Years of Service Required – Employed Prior to 9/8/1993: For those hired prior to September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have ten (10) full years of service with the District, be at least 55 years of age, and the age at retirement of the retiree (in full years) when added to the number of completed full years of service must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.

10.1.5 20 Years of Service Required – Employed On or After 9/8/1993: For unit members whose first day of paid service commences on or after September 8, 1993, to be eligible for District-paid retiree medical and dental benefits, the retiree must have twenty (20) full years of service within the District, must be at least 55 years of age, must be currently employed by the District at the time of retirement, and the age at the time of retirement of the retiree (in full years), when added to the full years of service, must total 75 or more. For a year of service to be counted, the assignment must have been such that the employee was eligible for medical insurance benefits if such benefits were available to employees.

10.2 PRE-RETIREMENT REDUCED WORKLOAD PROGRAM: The District shall offer an optional pre-retirement reduced workload program to unit members in accordance with the provisions of Education Code Sections 22713 and 87483 and CalSTRS regulations and guidelines.

The following provisions are for information purposes only and are subject to the requirements and provisions of the Education Code and CalSTRS guidelines.

Consistent with the most recent CalSTRS Employer Directive:

a. To be eligible to participate in the Reduced Workload Program, a member must:

- Be age 55 or older prior to the start of the term of the first year the member participates in the program.

- Have at least 10 years of CalSTRS service credit in the Defined Benefit Program prior to the start of the term of the first year the member participates in the program.

- Have been employed on a full-time basis to perform creditable service under the Defined Benefit Program for each of the five years immediately preceding the first year in which the member's workload is reduced, without having a break in service.

b. The District and the employee shall contribute to the appropriate retirement fund as prescribed by law.

c. The unit member's participation in the reduced workload program is subject to the following requirements:

(1) The total amount of time in which a member reduces his or her workload pursuant to this section shall not exceed 10 school years.

(2) The reduced workload shall be equal to at least one-half of the time the employer requires for full-time employment in that position in accordance with Section Education Code Section 22138.5.

(3) The member shall be paid creditable compensation that is the pro rata share of the creditable compensation the member would have been paid for that position had the member not reduced his or her workload.

d. The employee shall receive health benefits as provided full-time academic employees.

e. The schedule of part-time employment shall be mutually agreed upon by the District and the employee, and shall be in the best interests of the educational program of the District.

10.3 **POST-RETIREMENT EMPLOYMENT PLAN:** Subject to the approval of the Board of Trustees and the recommendation of the responsible administrator, a member of the unit who is retired from service may be re-employed by the District in an academic position subject to the following conditions:

10.3.1 A member of the unit who retires can request an assignment for a minimum of one (1) semester up to six (6) semesters during which the retiree would provide professional services for a maximum of 9 FLCs per academic year. Members initially approved for less than six (6) semesters may request additional assignments in the subsequent two (2) years, up to a total of six (6) semesters. The faculty member and the responsible administrator will sign a contract stipulating to the duration of the post-retirement contract. The rate of compensation shall be provided in the Post-Retirement Salary Schedule listed in Appendix B, and will increase by any percentage of negotiated salary increase during each year of this agreement. In no case shall the rate of compensation for 9 FLCs or less exceed the maximum earnings limitation imposed by the State Teachers Retirement System (STRS).

10.3.2 The assignment would be in the retiree's areas of expertise and would take into account the retiree's desires and the District's needs.

10.3.3 The Division's Peer Review Committee will conduct student evaluations in each of the post-retiree's classes during the first year of post-retirement service, unless the post-retiree was evaluated during their last year of regular service. The committee will assess instructional performance based on the results of the student evaluations. The District may undertake disciplinary or non-renewal procedures independent of the evaluation process for one or more of the grounds set forth in Section 87732 of the Education Code. The post-retiree will have a hearing before the Chancellor or designee. At the hearing, the District must present evidence of the

unsatisfactory performance or behavior and the post-retiree shall have the right to present any evidence to refute the allegations. The Chancellor or designee will render a decision in writing. If the post-retiree disagrees with this decision, he/she has the right to appeal it to the Board. If requested by the post-retiree, AFT shall have the right to represent the post-retiree in the hearing process with the Chancellor and/or Board.

10.3.4 Post-retirement faculty are entitled to the same leaves as provided to part-time hourly employees. Leave is earned for each semester worked. Such leaves will accumulate only for the maximum six-(6)-semester period of post-retirement employment, will not be forwarded to the State Teachers Retirement System (STRS), and has no monetary value.

10.3.5 The retired employee may be reemployed if able to pass a physical examination prescribed by the STRS.

10.3.6 Unless mutually agreed to by the District and the retiree, the option not to accept an assignment as specified in Section 10.3.1 would constitute, for the employee, a termination of the program specified in Section 10.3.

10.4 **STRS CASH BALANCE PROGRAM FOR PART-TIME FACULTY:** The District will offer the STRS Cash Balance Program as an optional benefit to all part-time faculty in lieu of participation in Social Security and/or the regular STRS defined benefit retirement plan. The parties recognize that the STRS Cash Balance Program calls for a payroll contribution of 4% of regular salary from the employee and 4% from the District as the employer contribution. Part-time faculty will participate in one of three plans: the STRS Cash balance Program, the STRS defined benefit or Social Security. New employees who do not make a selection during initial employment sign-up shall default to the STRS Cash Balance Program.

10.5 **STRS SERVICE CREDIT FOR PART-TIME FACULTY:** The District will implement the STRS service credit reporting changes for part-time instructional faculty subject to STRS rules which may be amended from time to time, allowing for one year of service credit for 525 hours of employment per year.

10.6 **SPECIAL RETIREMENT PRIVILEGES:**

Full and part-time faculty members that retire with at least 20 years of service and who retire in good standing shall be eligible for a District-issued identification card identifying the employee as a retiree of the District.

ARTICLE 11: LEAVES OF ABSENCE

11.1 **SICK LEAVE:** Leave of absence for illness or injury will be provided by the District.

11.1.1 An employee who is employed full time (15 FLCs) each semester shall be entitled to five (5) days leave of absence for illness or injury per semester. An employee who is employed for less than full time each semester will receive the proportional number of days of leave.

11.1.2 Academic employees (does not apply to day-to-day substitutes) shall be granted one day of sick leave if employed for the full (at least six weeks) Summer Session. This sick leave may be accumulated along with other District sick leave. Any sick leave granted or accumulated through continued employment in this District may be used according to this article.

11.1.3 A unit member who is absent due to illness or injury for less than one full day shall have deducted from the accrued sick leave bank 2.5 hours. A unit member who is absent due to illness or injury for a full day shall have 5.0 hours deducted from the accrued sick leave bank.

11.1.4 The full amount of the leave granted each year under this section shall be available on the first day of each academic year and need not be accrued prior to taking such leave.

11.1.5 If absence because of illness or injury extends beyond the number of days of the employee's accumulated sick leave, the district will pay partial salary for a period not to exceed five (5) school months. The payment shall be the difference between the employee's salary and the substitute's pay, if a substitute is employed, or the amount that would have been paid a substitute on Step I of the appropriate schedule, should it be unnecessary to employ a substitute. This partial salary benefit begins upon the expiration of sick leave. The five-school-month limitation begins with the first day of absence involving the illness or injury.

11.1.6 Unused full paid sick leave granted under this section may be accumulated from year to year provided there is no break in service. For a part-time employee, a break in service is defined in 19.1.3.

11.1.7 Upon retirement, eligible employees will be credited with additional service time for unused sick leave, according to procedures prescribed by law.

11.1.8 An absence affidavit shall be signed by any person absent because of illness or injury and medical verification may be required by management to make proper determination of eligibility for benefits under this section.

11.1.9 Unused sick leave accrued in California public elementary schools, secondary schools, or community colleges may be transferred in accord with Education Code Section 87782. Official verification of unused sick leave should be forwarded to the Office of Human Resources, where it will be credited to the employee's sick leave balance.

11.1.10 If an employee is granted an unpaid leave of absence for illness or injury after all paid sick leave has expired, the District will continue benefits specified in Article 9 for a period of five (5) months from the beginning of the unpaid leave. Thereafter, during the unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.

11.1.11 Leave for an employee under quarantine will be handled the same as if the employee were ill.

11.1.12 Upon request, the District shall make available to each contract, regular, and full-time temporary employee, and each part-time employee who is a member of the unit, their accumulated sick leave balance and their sick leave entitlement for the current academic year.

11.2 **INDUSTRIAL ACCIDENT OR ILLNESS LEAVE:** Industrial accident or illness leave will be provided as specified in this section.

11.2.1 The accident or illness must have arisen out of and in the course of employment, and must be

accepted by the Worker's Compensation administrator as a bona fide injury or illness.

11.2.2 In any one fiscal year, allowable leave for each industrial accident or illness will be limited to the number of days of temporary disability but shall not exceed sixty (60) working days.

11.2.3 Allowable leave under this section shall not be accumulated from year to year.

11.2.4 The leave under these rules and regulations will commence on the first day of the absence.

11.2.5 Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of any temporary disability indemnity award.

11.2.6 Maximum salary during any one period will not exceed the normal salary rate. An employee provided an award under Worker's Compensation will endorse in favor of the District the daily wage award earned during the sixty (60) working day period. The District in turn, will pay the absent employee their full normal wage for each day of absence during the sixty (60) working day period.

11.2.7 If an accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee is entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

11.2.8 If an employee exhausts the sixty (60) working days of entitlement and is still unable to return to duty, the employee will commence to use sick leave. The daily wage award made under Worker's Compensation will continue to be endorsed to the District. The District will pay the difference between the daily Worker's Compensation award and the normal daily rate of pay. Accumulated or available sick leave, however, will be reduced only by that amount required to provide a full day's wage when added to the Worker's Compensation award for each day of absence.

11.3 **FAMILY ILLNESS LEAVE:** An employee may use accrued sick leave to attend to a child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee who is ill. Such time will be deducted from the employee's regular sick leave account. An absence affidavit shall be signed by any person absent using Family Illness Leave and medical verification may be required by management to make proper determination of eligibility for benefits under this section.

11.4 **BEREAVEMENT LEAVE:** Paid bereavement leave up to three (3) days per occurrence, or five (5) days if out-of-state travel is involved, will be allowed for death of the child, parent, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, mother-in-law, father-in-law, spouse/domestic partner, domestic partner's child, domestic partner's parents, any person who has legally filled the role of a parent, or a relative living in the immediate household of the employee.

11.4.1 Upon request of the employee, paid bereavement leave of two (2) days per occurrence will be granted in the event of the death of a sister-in-law or brother-in-law, and such leave will be deducted from the employee's regular sick leave account.

11.4.2 An employee may use their sick leave for any relative not covered by 11.4 or 11.4.1. This benefit permits an employee to use up to three (3) days for in-state travel or up to five (5) days for out of state travel per occurrence.

11.5 **PERSONAL NECESSITY LEAVE:** In case of personal necessity, a member of the unit may draw on accumulated sick leave not to exceed seven (7) days in any fiscal year for any one or any combination of the following purposes:

1. Accident involving the employee's person or property or the person or property of the employee's immediate family.
2. Imminent danger to their home occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires

the attention of the employee during their assigned hours of service.
3. Additional days beyond the three (3) or five (5) granted in Section 11.4.
4. Appearance in court or before an administrative tribunal as a litigant, party, or witness under subpoena or official administrative order.
5. Religious holidays on which the employee would otherwise be required to work.
6. Such other reasons as approved by the District.

11.5.1 Personal necessity leave shall be limited to circumstances serious in nature that the employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters that cannot be accomplished at any other time.

11.5.2 Prior approval is required for all personal necessity leave days except for those described in Section 11.5-1 or 11.5-2 and for up to two of the seven days which may be used without prior approval or subsequent documentation.

11.6 **EXCHANGE TEACHING LEAVE:** Upon the recommendation of the Chancellor-Superintendent and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted for exchange teaching. Eligibility for health and welfare benefits shall follow eligibility rules specified in Article 9.9. During an unpaid leave, employees may continue membership and group coverage by payment of premiums at their own expense.

11.7 **MILITARY LEAVE:** Military leave of absence will be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by copy of the military orders requiring military duty.

11.8 **JURY DUTY:** A member of the unit who is ordered to appear in court for jury duty on any day upon which he/she is required to render service to the District shall receive full salary less an amount equal to any fees received. Any specific amount provided for meals, mileage, and/or parking allowance provided by the court shall not be considered as part of the amount received for jury duty or witness fees.

11.9 **MATERNITY/CHILD BONDING LEAVE: (EDUCATION CODE SECTION 87780.1)** Unit Members shall be granted maternity and/or child bonding parental leave to members of the unit who qualify in accordance with the Family Medical Leave Act, the California Family Rights Act, and the District Policy on Leaves of Absence, as set forth below.

11.9.1 Eligibility: Unit members whose initial date of hire is at least 12 months prior to taking parental leave are eligible. Unit members are not required to have worked a minimum of 1,250 hours in the 12 months prior to the leave in order to be eligible for paid parental leave.

11.9.2 Use: Parental leave must be taken within 12 months of the date of birth/placement of the child. The 12 workweeks do not have to be taken consecutively. The 12 weeks are workweeks, so if an employee is scheduled to work four days a week, they are entitled to 12 four-day weeks of leave.

11.9.3 Maximum Duration: Parental leave shall run concurrently with any Family Medical Leave taken for the same purpose. A unit member shall not be entitled to more than 12 workweeks of parental leave in any 12-month period, paid or unpaid.

11.9.4 Paid Leave:

11.9.4.1 Leave: A unit member employee may use his or her accrued sick leave, or when exhausted, any available differential paid leave, for leave taken for the reason of the birth of a child of the unit member employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

11.9.4.2 Unit members are entitled to utilize all accumulated sick leave for the purposes of parental leave. When an unit member has exhausted all available sick leave, they shall receive the greater of the following: (1) 50% of his or her regular salary during the

period of absence; or (2) the difference between what the employee would have received during the period of absence, and the amount that was actually received by a substitute employee during his or her absence or, if no substitute is employed, the amount that would have been paid to a substitute employee according to the District salary schedule for part time and temporary employees for the remaining portion of the 12 workweek period of parental leave.

11.10 **PAID LEAVE FOR ATTENDING CONFERENCES, SPECIAL MEETINGS, ETC.:** An employee may be granted a paid leave for the purpose of attending a conference or special meeting, or engaging in other temporary assignment in the performance of duties on the approval of the Chancellor or their designee.

11.11 **OTHER LEAVE EITHER PAID OR UNPAID CAN BE REQUESTED:** A leave of absence may be granted to an employee on a paid or unpaid basis upon the request of the employee and the approval of the Board.

11.12 **NO BREAK IN SERVICE FOR TAKING A LEAVE:** Absence under paid leave shall not be considered a break in service and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. An unpaid leave shall not be considered a break in service (for seniority purposes) but the individual shall not accrue other benefits provided under the provisions of this contract during the period of the leave.

11.13 **PRIOR APPROVAL OF OTHER LEAVES:** Approval of absences other than for leaves specified in this article must be obtained in advance from the designated supervisor and will result in a reduction in salary of one day's pay for each full day of absence.

11.14 **FAMILY MEDICAL LEAVE ACT (FMLA) AND CALIFORNIA FAMILY RIGHTS ACT (CFRA) BENEFITS:** In accordance with the provisions of the Family Medical Leave Act and the California Family Rights Act and the District Policy on Leaves of Absence, family care leave will be applied concurrently with employee sick leave, extended leave, industrial accident/injury leave and/or other applicable paid District leaves.

11.15 **CATASTROPHIC LEAVE:** The District shall create a catastrophic leave program as follows:

11.15.1 Faculty members may donate one sick leave day per fiscal year to each person suffering a catastrophic illness; however, each employee must retain at least 22 sick leave days (approximately one work month) for their own account.

11.15.2 Donated sick leave will be recorded sequentially. As required by Education Code Section 87045 or its successor provisions, donated sick leave cannot be returned to the donor even if it is unused.

11.15.3 Any Faculty member who received eligible sick leave credits under this program shall first exhaust all paid leave he/she has accrued.

11.15.4 The Vice Chancellor of Human Resources and the President of AFT shall determine whether or not to grant a request for "Catastrophic Leave" based on verification by a medical doctor as to the nature of the illness or injury, anticipated length of absence and the prognosis for recovery.

11.15.5 The number of sick days that can be received by an employee is limited to fifty (50) days per fiscal year.

11.15.6 If a faculty member is probationary at the time of taking a catastrophic illness leave, that faculty member's probationary status will resume upon return to work from catastrophic illness leave. Donated sick leave time is not counted towards attainment of regular status.

ARTICLE 12: TRANSFERS AND REASSIGNMENTS

12.1 **ASSIGNMENT OF EMPLOYEES:** Each member of the unit is assigned by Board action. Within Board authorization, the Chancellor has the authority to assign all employees as to location of assignment and specific hours of employment in harmony with conditions specified in this Agreement. An employee gains status and employment rights as an employee of the District, but not as an employee of a specific college.

12.2 **TWO TYPES OF TRANSFER:** Two types of transfers will be addressed in this article: voluntary transfers (employee initiated) and involuntary transfers (District initiated). A college with faculty available for transfer will be referred to as the **sending college** and a college requiring faculty will be referred to as the **receiving college**.

12.3 **VOLUNTARY TRANSFERS ARE PREFERABLE TO INVOLUNTARY:** Whenever possible, voluntary transfer will be arranged in preference to involuntary transfer.

12.4 **VOLUNTARY TRANSFERS:** Voluntary transfers shall be handled as follows:

12.4.1 All unit members will be notified of the opening of full-time faculty positions at each college in the District by notice via electronic mail or by posting the notice in the vicinity of the faculty mailboxes.

12.4.2 An instructor desiring to transfer to another college may submit a transfer request to the division dean of the sending college.

12.4.3 If the request is approved by the division dean, they will then forward it to the receiving college within ten (10) days of the request date.

12.4.4 No transfer request shall be denied for reasons other than the one that the transfer would cause actual harm to the educational program at the sending college or the receiving college.

12.4.5 If, during the academic year in which the request was submitted, a vacancy occurs at the receiving college, the faculty member having requested transfer will be considered before any new employee is recruited.

12.4.6 When the receiving college has made its decision, the instructor will be notified. Upon request, the instructor who is denied transfer will be provided with written notification of the reason for the denial. Nothing prevents a faculty member from applying and interviewing for the opening.

12.5 **INVOLUNTARY TRANSFERS:** Involuntary transfers may be effected: (1) when an employee must take a split-load assignment at two colleges in order to fill their full annual workload, or (2) to avoid a layoff under reduction-in-force conditions, or (3) whenever an opening is declared at one college in a teaching field in which there is an anticipated teacher surplus at another college, and no one has volunteered to transfer.

12.5.1 Regardless of the reason for transfer, the procedures for involuntary transfer will be put into effect in sufficient time for the transferring instructor to be notified no later than four weeks prior to the beginning of the semester in which the transfer will take place.

12.5.2 The following procedures shall cover required split load assignments:

12.5.2.1 When a split-load is required in order to complete an employee's full annual workload, every effort will be made to restrict all classes on any given day to one college only.

12.5.2.2 The Board will reimburse the employee for any mileage from one college to the other incurred as a result of a split-load assignment, but will not reimburse the employee from home to the first assignment of the day; nor for the trip home from the last assignment of the day.

12.5.2.3 The instructor will not be requested to serve on college committees at more than one college during any semester.

12.5.2.4 The instructor will be formally evaluated at no more than one college during any semester. The instructor will normally be evaluated at the college of their major assignment.

12.5.2.5 Extensions of involuntary split-load assignments from semester to semester will be avoided in every instance where possible.

12.5.3 Transfers that result from staff reduction in a particular kind of service at a given college will be by reverse seniority with the least senior employee who is credentialed and competent at the sending college being transferred first. If transfer of this employee would result in actual harm to the educational program of the sending college, then the next least senior employee would be transferred. If vacancies exist at more than one college, the most senior employee who is credentialed and competent will be given a choice of colleges.

12.5.4 When an opening is declared at one college in a field in which there is an anticipated teacher surplus at another college, and there is no volunteer for transfer, the following procedure will be followed:

12.5.4.1 The division dean of the sending college will, if possible, forward a list of the two (2) least senior instructors whose teaching disciplines, training, credential, and experience qualify them to fill the announced vacancy to the appropriate division dean of the receiving college. If transfer of one or both of these employees would result in actual harm to the educational program of the sending college, the next least senior employee(s) would be listed. The division dean will also immediately inform the instructors so listed that they are available for transfer.

12.5.4.2 The division dean at the receiving college will select the one who is judged best qualified to fit the requirements of the receiving college.

12.5.4.3 All parties concerned will be promptly notified of the transfer decision.

12.5.5 An involuntarily transferred instructor may return to their sending college under the following circumstances:

12.5.5.1 Any instructor involuntarily transferred may return to the sending college, upon their request, after two years at the receiving college, provided that at least one FTE in their teaching field is currently being filled by part-time employees at his/her former college.

12.5.5.2 At any time following an involuntary transfer, if a full-time teaching position for which the transferred instructor is qualified becomes available at the sending college, the transferred instructor may return to the sending college upon their request.

12.6 **REASSIGNMENT:** A member of the unit may be assigned to perform a specified service in a faculty service area (FSA) other than the faculty service area of their principal current assignment if the employee is either credentialed or meets minimum qualifications or equivalency to perform the specified service as set forth in Article 20.

Whenever possible, voluntary reassignment will be arranged in preference to involuntary reassignment.

ARTICLE 13: PROFESSIONAL DEVELOPMENT PROGRAM

13.1 **PURPOSE:** There shall be an Academic Employee Professional Development Program to provide opportunities for the individual professional development of regular academic employees for the purpose of maintaining and enhancing the excellence of the educational programs of the District. The main thrust of this program is to update, retrain, and extend the expertise of faculty to meet the current and future needs of our students in accordance with college priorities.

13.2 **OPTIONS:** The leave options available through the Professional Development Program include the following:

1. conference/professional meeting attendance;
2. short-term projects defined as activities of three (3) weeks or less;
3. long-term projects defined as activities of more than three (3) weeks up to a full semester; and
4. extended leaves defined as full release from regular duties for an academic year.

Long term projects and extended leaves are intended to provide full release from regular duties and enable unit members to respond to changing educational conditions and to engage in substantive professional growth projects. These professional development options allow time for advanced formal coursework, independent study, work experience, programs of study and/or research and other beneficial activities which do not fall under regular faculty responsibilities. Intellectual property created during an extended leave or a long-term project is the property of the faculty member unless other specific agreements have been made with the District.

13.3 **LEVEL OF FUNDING FOR PROGRAM:** The level of funding will be one percent (1%) of the District budget for regular academic and third- and fourth-year tenure track academic employees of the unit.

13.3.1 District funds will be allocated to the three colleges in amounts corresponding to the ratio of the numbers of regular academic and third- and fourth-year tenure track academic employees at each college.

13.3.2 The college budget will be augmented by these amounts, categorically funded for this purpose.

13.3.3 All projects funded for the following fiscal year must carry over committed monies from the current fiscal year.

13.3.4 Ending balance funds in a fiscal year can be carried over to the next fiscal year. This fund carryover will not reduce the following year's allocation for that college.

13.4 **COMPENSATION**: All participants will receive their regular pay and fringe benefits for leaves up to a full semester. For projects with full release from regular duties for an academic year, participants will receive all fringe benefits and eighty percent (80%) of their regular pay.

13.4.1 Participants on extended leaves may use previously banked time to bring their compensation up to 100% during a leave.

13.4.2 Overload pay or reassigned time activities shall not be used to bring compensation up to 100% while participants are on an extended leave.

13.5 **DISTRICT'S SUPPORT:** The following are allowable costs.

13.5.1 PERSONNEL: Necessary instructor replacement costs.

13.5.2 REGISTRATION FEES: Reimbursement of registration fees to attend conferences, workshops, seminars, or other projects as approved by the Professional Development Committee.

13.5.3 OTHER: Course enrollment fees/tuition and/or travel/lodging costs may be reimbursed at the discretion of each college's Professional Development Committee.

13. 6 COSTS TO THE EMPLOYEE: All expenses not listed on section 13.5 above will be borne by the participant

13.7 REPLACEMENT: Part-time faculty will be used as a replacement for a unit member participating in any approved Professional Development project. Part-time faculty may have an assignment up to 67% of a full-time load as a long term project or an extended leave replacement. If the District opts to replace a program participant with a full-time leave replacement, the costs to the Professional Development Program will be calculated as if the participant had been replaced with part-time hourly faculty.

13.8 TYPES OF ACTIVITIES FOR SHORT- AND LONG-TERM PROJECTS: The activities may be completed at a college, university, or in any other appropriate environment. The activities will be of the following four types, and must result in demonstrable benefit to the students of the District:

1. Participation in workshops, colloquia, seminars, or training sessions.
2. Retraining—acquiring new skills to be used in new areas and/or in improving and updating existing skills.
3. Advanced study—engaging in systematic graduate studies and/or activities directly related to identified college priorities.
4. Research—engaging in a variety of activities such as original work in one's field of expertise, extensive reading and summarizing of knowledge in a specific area, perfecting techniques and processes applicable to one's assignment.

13.9 TYPES OF ACTIVITIES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES: For leaves of a full semester or an academic year, activities will be considered according to one or more of the following categories, all categories being considered equally:

a. Retraining of applicant to allow for future new assignment in a needed area;
b. Study, project or activity that provides an applicant with opportunities to upgrade skills and knowledge for current or future assignments;
c. Study, project or activity for the improvement of curriculum, educational delivery, student personnel services or other support services;
d. Study, project or activity for development or revision of certificate or degree program;
e. Study, project or activity related to feasibility or revision of new or existing programs.

Employees will not be paid for tuition reimbursement except as indicated in 13.9 a-e above, nor for tuition for coursework that results in faculty moving to a higher column in the salary schedule.

13.10 ELIGIBILITY

13.10.1 Regular and third- and fourth-year tenure track academic employees are eligible for short- and long-term projects with no restriction on the frequency of participation.

13.10.2 All regular academic employees who have completed six (6) years of continuous paid service with the District directly preceding the term of the requested leave are eligible for extended leaves. District authorized paid leaves will not constitute a break in service.

13.10.3 Part-time faculty shall be eligible to apply for and participate in short-term or long-term Professional Development activities, but may only take a short-term leave.

13.11 SELECTION PROCESS: The Professional Development Committee on each campus shall consist of three AFT appointed faculty members, one Academic Senate appointed representative and two administrators.

13.11.1 The Chairperson will be a faculty member chosen by the Committee. Each member has one vote.

13.11.2 A majority (four votes with the exception of the situation described below) is required to grant approval for a professional development application.

Members of the Professional Development Committee who apply for long-term professional development or sabbaticals, shall recuse themselves from all deliberation and votes on all long-term funding and sabbatical applications for the given semester. In the case that a member of the committee recuses themselves, three votes shall be sufficient to grant approval for a professional development application.

13.11.3 The Committee will screen the preliminary proposals. Faculty members whose preliminary proposals are acceptable may be requested to submit detailed proposals for final approval.

13.11.4 The Committee will submit a prioritized list of projects to the President of the college who will be responsible for granting final approval after consultation with the appropriate Dean. Such approval shall be granted or denied within 15 school days of receipt after all of the project documentation has been submitted.

13.11.5 Selection for extended leaves will be governed by a) potential of future service to the District and students; b) relative merits of application; and c) seniority.

13.11.6 Applicants whose requests have been denied by the Committee shall be informed, in writing, of the reasons for denial.

13.11.7 It is the intent of this program to fund a reasonable mix of short and long-term projects as well as extended leaves.

13.12 APPLICATION PROCEDURES FOR SHORT-TERM PROJECTS: Eligible faculty initiate the selection process by submitting a proposal to the Professional Development committee. The proposal will include: a) an estimated budget; b) a plan for replacement of the faculty member (if necessary); c) a brief statement of purpose; and d) a plan for sharing the results of the activity.

13.13 APPLICATION PROCEDURES FOR LONG-TERM PROJECTS AND EXTENDED LEAVES: Eligible faculty must submit a proposal to the Professional Development Committee by the mid-semester preceding the commencement of the project. Each application must be accompanied by a) an outline of the planned project, program, activity or work experience including a statement of purpose and objectives; b) a description of the activities involved; c) a plan for sharing or applying the result of the activity; and d) an estimated budget and a plan for replacement of the faculty member.

13.14 TIMELINES:

13.14.1 Short projects may be submitted for approval throughout the semester, but no later than thirty (30) days prior to the commencement of the project.

13.14.2 Long-term projects and extended leaves will be submitted for review no later than the mid-semester preceding the commencement of the project.

13.15 RETURN FROM LEAVES: Within thirty (30) days after returning to regular duties, each leave recipient will submit one or more of the following, providing evidence of having met the objectives stated in the initial application. Documentation will be submitted to the Professional Development Committee**.**

1. A transcript of courses taken and grades earned;
2. A report on the educational benefits of project or activity undertaken;
3. A description of plans for application of new skills and knowledge to teaching assignment

and/or campus program;
4. Letter from an employer verifying work experience;
5. Samples of creative work, summary of research, and other evidence of original work produced as a result of leave.

The Professional Development Committee may request further evidence beyond that which is submitted by the recipient; such evidence must be submitted within two weeks of the Committee's request.

13.16 RETURN OBLIGATION: Recipients of extended leaves for an academic year must work for the District for two years after returning from such leave. Recipients of a long-term leave for a full semester must work for the District for one year after returning from such leave. If a faculty member fails to fulfill this return obligation, the District has the right to recover the total cost of salary and benefits, unless otherwise mutually agreed to between the District and faculty member**.**

13.17 PD COMMITTEE GUIDELINES:

13.17.1 All communications regarding professional development applications should involve all committee members (unless a member of the professional development committee must recuse themselves because they are an applicant). Application decisions involve all committee members.

13.17.2 In the spirit of parity and collaboration, the Professional Development Committees should strive to meet annually in order to compare successes and challenges the committees have experienced, such as the use of rubrics, seeking new and more diverse applicants, and recruiting new committee members.

13.17.3 The professional development committee shall develop a year-end published report, which will include the committee's budget for the academic year and a breakdown of awards by division, discipline, and employment status (full-time vs. part-time).

13.18 APPROVAL SEQUENCE

All professional development applications follow the approval process below.

1. Applicant submits application to division dean.

2. Division dean inputs substitute information (if applicable).

3. If the division dean approves the application, they shall forward the application to the chair of the Professional Development Committee.

4. If the application is approved by the Professional Development Committee, it is forwarded to the Office of the President for final approval.

5. The Office of the President will forward the decision of the president, or designee, to the applicant and the Professional Development Committee.

ARTICLE 14: LAYOFFS

14.1 **UNION WILL BE NOTIFIED OF POTENTIAL LAYOFFS:** When it is reasonably certain that faculty layoffs are to be recommended in specific areas, the Union will be notified of the contemplated action and the reasons therefore. It is understood that the Education Code prohibits the retention of a junior employee when a more senior employee who holds an FSA and is competent to perform the service is laid off.

14.2 **UNION WILL BE NOTIFIED OF THE NUMBER OF LAYOFFS:** At the time that members of the unit are informed that recommendations have been made that their services will not be required for the ensuing year, the District will notify the exclusive representative as to the names and number of members of the unit who have received such notice.

14.3 **EMPLOYEES' NAMES SHALL BE CONFIDENTIAL UNTIL HEARING OR WAIVER:** Until the employee has requested a hearing or has waived their rights to a hearing, the names of the individuals given notice of layoff will remain confidential by the District and the Union.

14.4 **SENIORITY LISTS PROVIDED TO THE UNION:** The District will provide the Union with a current seniority list of contract and regular employees, which will include the employee, their worksite, and the current FSA(s) on file. Any change or revision in the seniority list will be reported immediately to the Union. Seniority, worksite, and FSA information may be provided through separate lists if the District so chooses.

ARTICLE 15: PERFORMANCE EVALUATION PROCEDURES

15.1 **DISTRICT WILL ESTABLISH UNIFORM STANDARDS FOR EVALUATIONS:** As provided by law, the Board will establish uniform standards for evaluation of academic employees as part of the rules and regulations of the District.

15.2 **ALL EVALUATIONS CONDUCTED PURSUANT TO THIS ARTICLE:** All required evaluations of academic employees, who are members of this unit, shall be conducted in accordance with the procedures specified in this article.

15.3 **EVALUATION DEFINITIONS:** In this article, the following terms will be given the meaning specified:

15.3.1 The "immediate supervisor" of the employee is the person so designated in the organizational diagram of the College or the District Office.

15.3.2 "Peer" shall be, except in unusual circumstances, a regular academic employee within the same division or other administrative unit as the person to be evaluated.

15.3.3 "Client" shall be recipient of the services performed by the person to be evaluated.

15.3.4 A "full-employment" year is one during which the employee serves for more than 75% of the school days at more than 60% of the assignment of a full-time employee with comparable duties.

15.4 **EVALUATION POLICIES:** Evaluation policies and procedures for regular, contract, and part-time faculty are contained in Appendix G. Each policy is subject to the grievance process stated in this agreement.

ARTICLE 16: SAFETY CONDITIONS OF EMPLOYMENT

16.1 **DISTRICT ASSUMES RESPONSIBILITY FOR SAFETY:** The Board recognizes that in providing the educational program of this District, it assumes the responsibility for the safety of District employees while they are in and on the facilities provided in furtherance of that program. The District recognizes its responsibilities to comply with relevant Cal-OSHA regulations.

16.2 **PUBLISH/POST RULES AND PROVIDE SAFE EQUIPMENT:** The Board shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of employees, and provide suitable and safe equipment where such equipment is necessary for the operation of the District.

16.3 **DISTRICT SHALL MAINTAIN SAFE WORK ENVIRONMENT:** The District shall at all times maintain standards of safety and sanitation in conformance with law, and Union and District shall cooperate to eliminate hazards and correct any conditions adversely affecting the health and safety of employees.

16.4 **EMPLOYEE SHALL NOTIFY SUPERVISOR:** Any faculty member who observes a condition in the working environment that they believe violates this article and feels is unsafe and creates any imminent danger of harm to any person shall immediately notify their immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.

16.5 **APPEAL PROCESS:** This appeal process shall be used if a complainant believes this article has been violated and the complainant has notified their immediate supervisor of an alleged unsafe working condition impacting a unit member, and the complainant feels that District management has failed to take appropriate corrective action, the complainant may submit a written statement of the alleged condition or violation and any proposed corrective action to the Vice President of Student Services. The Vice President shall then take appropriate corrective action or forward the complaint to the College President.

16.5.1 Within five (5) working days of receipt of any such complaint, the College President or designee shall initiate appropriate corrective action, or shall initiate action to convene the Campus Safety Committee. The committee shall investigate the complaint and shall prepare written findings and recommendations within 15 working days after being convened.

16.5.2 If the Campus Safety Committee recommends corrective action, and such action is not approved by the College President/designee, the complainant who submitted the complaint may, within 15 working days after receipt of their copy of the decision by the College President/designee, appeal to the Chancellor or their designee. The Chancellor/designee will render a decision in writing within 15 working days after hearing the appeal.

16.5.3 The decision of the Chancellor/designee may be appealed within 15 working days after receipt of their copy of the decision to the Board of Trustees. The decision of the Board shall be final.

16.6 **SAFETY COMMITTEE:** A Safety Committee shall be established on each campus and will include two (2) representatives appointed by AFT. A Campus Safety Committee will meet at least quarterly. A District Safety Management Committee will meet at least twice each fiscal year.

16.6.1 The committees shall promulgate internal committee rules to promote and maintain a safe and healthful campus environment, educating and training personnel in safe work practice.

16.6.2 The committees shall recommend consistent district-wide procedures for scheduling safety inspections to identify and correct any unsafe conditions and work practices.

16.6.3 The committees shall meet to discuss accident and illness prevention methods, injury and illness records, and the results of regular safety inspections.

16.6.4 The committees shall make recommendations to a District Safety Management Committee on the elimination of risks, on corrective actions on identified hazards, and on training needed to maintain environmental safety within the District.

16.7 **NOT SUBJECT TO ARBITRATION:** This Article shall not be subject to the arbitration provision of the Grievance Procedure set forth in Article 17.

ARTICLE 17: GRIEVANCE PROCEDURE

17.1 **DEFINITIONS:** The following definitions shall apply to the grievance procedure:

17.1.1 A "grievance" is defined as an alleged violation of a specific article or section of this Agreement that personally and adversely affects the grievant.

17.1.2 A "working day" is any day of service in the calendar year.

17.1.3 A "grievant" may be an employee, group of employees, or the Union. The Union may file grievances over alleged violations of the contract.

17.1.4 A "party in interest" is a person or persons making a claim of grievance or any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

17.1.5 A "complaint" is an allegation that there has been a misinterpretation, misapplication, inequitable application, or violation of any policy of the District to the extent that the individual believes to have been adversely affected. Complaint issues relating to District Rules and Regulations or District Policy are not subject to grievance and are heard through standard administrative channels.

17.2 **PURPOSE:** The purpose of this grievance procedure is to provide for the processing of a claim of grievance, and to secure, at the lowest possible level, solutions to problems that arise under this Agreement.

This grievance procedure is intended to supplement but not supplant normal and usual procedures for solving personnel problems. Problems involving matters other than alleged violations of a specific article or section of this Agreement are to be resolved through standard administrative channels.

17.3 **LEVEL I:** A grievance will first be discussed orally with the grievant's immediate supervisor with the objective of resolving the matter informally. In the event the grievant is not satisfied with the attempted or suggested resolution by informal means, the grievant may submit a formal grievance in writing to the College President with a copy to the immediate supervisor. The date of receipt by the College President of the written grievance will be considered the "filing date."

17.3.1 No grievance shall be recognized unless it shall have been presented at Level I within thirty (30) working days after the grievant knew or, with reasonable diligence, should have known of the act or condition and its aggrieving nature that forms the basis of the grievance, and if not so presented, the grievance will be considered as waived.

17.3.2 A written statement at Level I shall include:

1. a description of the specific grounds for the grievance, including names, dates and places necessary for a complete understanding of the grievance;
2. a listing of the specific article or section of this Agreement alleged to have been violated; and
3. a listing of specific actions requested of the District that will remedy the grievance.

17.3.3 If a formal grievance has been filed, the grievant may: (a) discuss the grievance personally, or (b) request that a representative accompany him/her. In all cases, a Level I meeting will be scheduled within seven (7) working days of the filing date, unless a later date is mutually agreed to.

17.3.4 The College President shall, within ten (10) working days following the meeting to discuss the grievance, render their decision and the reasons therefore, in writing, to the grievant. A copy of the decision at this level shall be sent to the Vice Chancellor, Human Resources and the Union.

17.4 **LEVEL II:** If the grievant is not satisfied with the disposition of the grievance at Level I, the grievant may file a Level II appeal within ten (10) days of the receipt of the Level I decision, or within fifteen (15) days of the close of the meeting at Level I if no Level I decision has been rendered, whichever is sooner. Grievants not complying with the above time constraints for filing at Level II will be deemed to have waived their rights to a Level II appeal. A grievant filing for a Level II appeal will forward the written

grievance to the Office of the Chancellor. The written statement at Level II shall include the following:

1. all of the information required for the Level I grievance statement;
2. a list of the reasons why the College President's proposed resolution of the grievance is unacceptable;
3. a listing of specific actions requested of the District which will remedy the grievance; and
4. a request for a conference with the Chancellor or designee if desired.

17.4.1 The grievant and/or Union may request a conference with the Chancellor/designee. If the grievant and/or Union requests a conference at Level II, the request shall be granted. When a conference has been requested at Level II, it will be scheduled within ten (10) working days of the appeal date, unless a later date is mutually agreed upon. The grievant, may request the presence of a Union representative or representatives at any conference.

17.4.2 The Chancellor/designee shall render a written decision to the grievant within ten (10) working days after the conference at Level II if one has been requested, or within (10) working days after receipt of the grievance if no conference is held. Information copies of the decision shall be sent by the Chancellor/designee to the grievant's immediate supervisor, the College President, the Union, and to any representative designated by the grievant.

17.5 **LEVEL III:** If the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may request, through the Union, that the grievance be arbitrated. Such written request shall be filed in the office of the Assistant Chancellor for Human Relations within ten (10) working days after receipt of the written decision at Level II. The Union shall retain the right to determine which grievances may proceed to arbitration.

17.5.1 A Certified Shorthand Reporter shall be employed to record verbatim the entire arbitration hearing if requested by either the Union or the District. In any case in which a shorthand reporter is involved, the parties shall share equally the cost of such reporter including per diem, mileage, and other out-of-pocket expenses. If the arbitrator requests a shorthand reporter, the parties shall likewise share equally the cost of such reporter. The cost of transcripts shall be borne by the party ordering such transcripts. All other expenses shall be borne by the party causing them to be incurred.

17.5.2 When arbitration has been requested, the parties shall contact the California State Conciliation Service for a list of arbitrators. The Union and the Vice Chancellor, Human Resources, or their designee, shall alternately strike names from such list until only one (1) name remains. This person shall be designated as the arbitrator, and shall proceed to hear the grievance.

17.5.3 The function of the arbitrator shall be:
a) To hold a hearing concerning the grievance, and
b) To render an advisory award within thirty (30) days after the close of the hearing.

17.5.4 Once the arbitrator has been selected, hearings shall commence and be held at the convenience of the arbitrator. However, hearings shall be confined to working days.

17.5.5 Unless mutually agreed to by both parties**, n**either the District nor the Union shall be permitted to assert any grounds or evidence before the arbitrator that was not previously disclosed to the other party. The arbitrator shall consider only those issues that have been properly carried through prior steps as required by the provisions of this grievance procedure.

17.5.6 The arbitrator shall not render any award that conflicts with or alters this Agreement or violates State and/or Federal. It is understood, however, that the arbitrator shall interpret the Agreement in accordance with acceptable rules of contract construction.

17.5.7 The arbitrator is empowered to include in any award such financial reimbursements or other remedies as judged to be proper and fix the effective date of any such award or finding.

17.5.8 Each party shall bear the full costs for its representation in the arbitration. The arbitrator's fees and charges shall be divided equally between the Union and the District.

17.6 **LEVEL IV:** Either the grievant or the responding party may appeal the advisory award of the arbitrator to the Board of Trustees within ten (10) working days after the receipt of such advisory award.

The Board of Trustees shall render its decision within twenty (20) working days after receipt of the appeal at this level, or twenty (20) working days after receipt of the transcript of the arbitration hearing, whichever comes later. The decision of the Board of Trustees shall be final and binding on all parties, except that no rights of the grievant to further legal action shall be abrogated.

17.7 **GENERAL PROVISIONS:** The following general provisions shall apply:

17.7.1 A decision rendered at any level shall be considered final unless an appeal is registered within the time limits specified.

17.7.2 Time allowances set forth at each level may be extended by mutual consent of the grievant and the responding party and extensions will be made based upon vacation schedules if so requested by either the Union or the District.

17.7.3 Should the hearing of any grievance require that an employee be released from their regular assignment, he/she shall be released without loss of pay or benefits.

17.7.4 No reprisals of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

17.7.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.7.6 All parties to the grievance shall make available to other parties involved all pertinent information not privileged under the law in its possession or control that is relevant to the issues raised by the grievance.

17.7.7 Any grievance that arose prior to the effective date of this Agreement shall not be processed according to these procedures.

17.8 **BINDING ARBITRATION PILOT:** The District and the Union Agree to a pilot of three years (3) of binding arbitration to replace advisory arbitration in Article 17, which shall begin the first business day after adoption of the successor Agreement by the Governing Board. Immediately upon expiration of the three-year period, the Binding Arbitration Pilot will automatically sunset and the award of arbitration will again be advisory unless the parties mutually agree through negotiations to continue binding arbitration. "Year" for the purposes of this Article means 365 calendar days.

Binding Arbitration shall be available only with regard to disputes that are otherwise subject to grievance through Level III (Arbitration) pursuant to Article 17 (Grievances) and Article 25 (Discipline). Access to binding arbitration shall be further limited as follows:

Tenure-track and tenured faculty. For the purposes of the Binding Arbitration Pilot issues relating to permanent (i.e., tenure-track and tenured) faculty will be eligible for binding arbitration, except that nothing related to the Tenure Review process shall be subject to binding arbitration.

Temporary faculty. For the purposes of the Binding Arbitration Pilot.

All contract disputes pertaining to Article 19.2 shall be subject to advisory arbitration only.

All other matters pertaining to non-permanent employees under Article 19 will be eligible for binding arbitration for part-time faculty members, only if the temporary faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for eight (8) semesters with no

negative evaluations.

The number of grievances eligible for binding arbitration shall be capped at three per year during this pilot period.

ARTICLE 18: SUMMER SESSION EMPLOYMENT

18.1 **CONTRACT ARTICLES THAT APPLY DURING SUMMER SESSION:** The only articles of this Agreement, which apply to summer session employees, are the following:

a) Article 1: Recognition
b) Article 2: Organizational Rights
c) Article 3: Payroll Deductions (as per Section 3.2)
d) Article 4: Management Rights
e) Article 5: Peaceful Settlement of Differences
f) Article 16: Safety Conditions of Employment
g) Article 17: Grievance Procedure

18.2 **SUMMER PAY:** Compensation for summer session is provided in Section 8.8.

18.3 **SICK LEAVE FOR SUMMER:** Sick leave for summer session is provided for in Section 11.1.2.

18.4 **Office Hours:** The District agrees to pay all part time faculty teaching summer school paid office hours pro-rated one and one-half (1.5) office hours per week for every three (3) FLCs (Faculty Load Credit) taught. The formula used by payroll for the monthly pay will be the hours worked for this course this month divided by the total contact hours for this course times the FLC for this course divided by two (2) times the total number of weeks the course meets.

Monthly office hours = Hrs worked/(total contact hrs) * (FLC/2) * (total weeks for the course)

For part time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

ARTICLE 19: PART-TIME EMPLOYMENT

19.1 **SENIORITY LISTS:** Each Division or similar unit that employs part-time employees will establish a seniority list based on the first semester of paid part-time employment at the specific college. If a tie in seniority exists at the end of each Fall and Spring semester, the order of seniority for all new part-time employees at each division shall be determined by lot by the college president or designee and the AFT president or designee.

19.1.1 Regular faculty who are assigned an overload will be included in the divisional-based part-time seniority list.

19.1.2 Seniority lists shall be updated with new names and start dates that are added to the lists. Copies of the list shall be made available to faculty who make such a request. In addition a copy of the seniority lists shall be forwarded to Human Resources by the date of the fall and spring first census and copies shall be made available in the Division Office.

19.1.3 If a break in service exceeds three (3) semesters, then the person's name is to be removed from the seniority list. If a part time faculty member requests, but is not given, an assignment, it will not constitute a break in service; however, if the faculty member is not given an assignment after requesting it for a period of six consecutive semesters, the person's name will be removed from the seniority list.

19.2 **ASSIGNMENT AND RETENTION:** Among the factors considered in determining retention and all assignments, including additional assignments that become available, are seniority, as described in 19.1, relative experience/qualifications and program need.

19.2.1 Factors included when giving due consideration to relative experience/qualifications include, but are not limited to:

- General teaching experience including other institutions, not just within the District;
- Related professional experience other than teaching;
- Skills and experience in specialized areas;
- Level of education/academic preparation; and
- Previous performance record (satisfactory or better) and adherence to District Rules and Regulations.

19.2.2 Program need includes, but is not limited to:

- Employee qualifications to carry out the assignment;
- Expertise and/or demonstrated practical experience in the specific requirements of the assignment;
- Employee ability to use and expose students to current information, technology and skills required in the assignment;
- Employee availability at needed time;
- Maintenance of an inclusive academic staff.

19.2.3 It is the responsibility of the part-time faculty member to provide information to management to be considered when determining retention and assignment.

19.2.4 When feasible, each College Division will make reasonable efforts to provide part-time faculty with the same or similar faculty load as in the previous term if the part-time faculty member has received two (2) consecutive satisfactory evaluations or has been given an assignment for six (6) semesters with no negative evaluations.

In any instance in which seniority is not followed, the documented reason shall be provided to the faculty member, and AFT, at least fifteen (15) working days prior to the first day of assignment, if the faculty member requests such documentation within ten (10) working days of receipt of the assignment.

19.2.5 If a reduction in assignment is required, the appropriate administrator will discuss the reasons for the reduction with the part-time faculty member. If requested by the affected part-time faculty member, the appropriate administrator will provide written confirmation of such reduction including the specific reason(s) for the reduction to the part-time faculty member.

19.2.6 If, during any semester, there are more part-time faculty members than there are available assignments, and if all of the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 above have been met to the satisfaction of the appropriate administrator then the remaining available assignments shall be offered to those part-time faculty members who are most senior according to the Seniority Lists as described in 19.1, with the most senior part-timers being offered at least the same faculty load as in the previous term before a part-time faculty member with less seniority is offered an assignment.

19.2.7 The appropriate administrator will provide all part-time faculty a document to request assignments and loads for each subsequent semester prior to finalization of the class schedule. When feasible, part time faculty members will be notified of their proposed assignments at least fifteen (15) working days prior to the beginning of that assignment. If the assignment and load request is denied, the faculty member may submit a written request to appropriate administrator who shall provide in writing the reasons for the denial.

19.2.8 A part-time teaching faculty member whose assignment is reduced (e.g. class canceled due to financial exigency or low enrollment) within three weeks (fifteen working days) prior to the beginning of that assignment may not claim seniority as a reason to be reassigned in place of a less senior part-time faculty member provided that the less senior part-time faculty member had already been given an assignment prior to the three week period. However, seniority remains a factor to be considered whenever new or un-staffed assignments become available. A part-time faculty member whose assignment is reduced under this section will not lose their seniority or accumulated sick leave.

19.2.9 As provided in 19.2, 19.2.4, 19.2.6 and 19.2.8, if additional classes are or become available at any time, after all the criteria for determining assignments that are defined in 19.2.1 and 19.2.2 have been met, classes will be offered to the most senior part-time faculty members until their faculty load request is met (not to exceed 67% of full time or as prescribed by law.)

19.3 **BUYING INTO ANY DISTRICT HEALTH PLAN:** Part-time faculty who meet the basic eligibility requirements, and who are not otherwise already covered by the District's health benefit plan, shall have the right to buy into any of the District's Health Plans.

19.4 **BUMPING BY FULL-TIME EMPLOYEE:** Bumping of a part-time instructor by a full-time instructor shall have no effect on seniority or accumulated sick leave.

19.5 **EVALUATIONS CAN BE SUBMITTED FOR FULL-TIME OPENING:** Results of evaluations of part-time faculty may be submitted as part of an application for a full-time position.

19.6 **OFFICE HOURS:** Part-time faculty will be compensated for office hours. Payment for office hours during Fall and Spring semesters shall be based on one (1) office hour for every three (3) FLCs taught times 17.5 weeks for all classes that are 17.5 weeks or less and times the actual class weeks for classes in excess of 17.5 weeks. The formula used by Payroll for the monthly pay will be the hours worked for this course this month divided by the total number of contact hours for this course times the FLC for this

course divided by three (3) times (the number of weeks the course meets or seventeen and one half (17.%), whichever is greater).

Monthly office hours = Hrs worked/(total contact hrs) * (FLC/3) * (total weeks for the course).

For part time faculty who have been assigned office space, the syllabi should reflect actual office hour availability to meet with students. For part-timers without assigned office space, the syllabi should indicate how and when students can reach them for assistance by providing e-mail and phone contact information.

ARTICLE 20: FACULTY SERVICE AREAS (FSA)

20.1 Faculty Service Areas (FSAs) in the SMCCCD will correspond to the Disciplines List as approved by the Board of Governors and any disciplines established locally at the District. The term "competence," as related to Faculty Service Areas, will be defined as meeting the minimum qualifications approved by the Board of Trustees.

20.2 Each full-time unit member shall qualify in one or more FSA at the time of initial employment.

20.2.1 Initial assignment in an FSA or FSAs shall be based on one or more of the following:

a. possesses the appropriate degree and/or experience, or equivalency, for the specific disciplines represented in that FSA, as provided for in the minimum qualifications list established by the California Community Colleges Chancellor's Office; or

b. possesses a valid California Community College Credential in the occupational discipline; or

c. possesses a valid California Community College Credential and a bachelor's degree in the academic discipline; or

d. possesses a Lifetime California Credential for the discipline of the FSA; or

e. is granted an equivalency by the Academic Senate.

20.2.2 Upon hire, the District shall provide each new contract full-time unit member with a list of District Faculty Service Areas and the minimum qualifications for each. This list will be provided to all current faculty within 60 days of ratification of this contract.

20.2.3 A full-time unit member shall be eligible also qualify for any additional faculty service area in which the full-time unit member has met the above standards in 20.3.1 above. A full-time unit member meeting the competency standards may apply to add FSAs for which the full-time unit member qualifies. If full-time unit faculty members believe that they qualify for an FSA through equivalency, a petition for equivalency in that FSA must be submitted and approved through the Equivalency process. All applications shall be received on or before February 15th in order to be considered in any reduction in force proceedings during that academic year.

20.3 The District Human Resources Office shall maintain a list of the faculty service areas and the faculty members who are competent in each FSA. Changes to the designation of faculty service areas may be made through the negotiations process.

ARTICLE 21: MISCELLANEOUS PROVISIONS

21.1 **SEVERABILITY CLAUSE:** 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.

21.2 **AGREEMENT SHALL SUPERSEDE RULES AND PRACTICES:** This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

21.3 **FULL AND COMPLETE AGREEMENT:** This Agreement shall constitute the full and complete commitment between both parties, and shall supersede and cancel all previous agreements both written and oral. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

21.4 **NEGOTIATING SUCCESSOR AGREEMENT:** The Parties agree to enter into negotiations over a successor agreement no later than six (6) weeks after the public meeting of the Board of Trustees at which time the Parties' successor agreement proposals are presented to the Board as per the requirements of Government Code Section 3547. Any agreements so negotiated shall be reduced to writing after ratification by the parties.

ARTICLE 22: UNIT BANKING

22.1 **UNIT BANKING CONCEPT:** The intent of unit banking is to allow a 100% full-time, tenured faculty member to accumulate earned leave. While the activities engaged in during the earned leave are entirely at the discretion of the employee, the leave is considered an opportunity for personal experimentation, renewal, and professional development that benefits the individual and ultimately their students. It further benefits the institution as an opportunity for flexibility and experimentation.

22.2 **RIGHT TO UNIT BANKING:** Any 100% full-time, tenured member of the faculty who accepts an overload assignment (during day, evening, or Summer Session), may, subject to the conditions that are set forth in this article, opt to "bank" the overload faculty load credits (FLCs) to use toward future earned leave. The faculty member will work together with the appropriate Dean to develop a plan indicating when units will be banked, when they will be applied toward a leave, and what preparations are necessary to ensure proper functioning of the educational program in the faculty member's absence. If the faculty member serves under more than one Dean, each of the Deans will participate in the planning process. The plan will be submitted to the appropriate Vice President for final approval to ensure coordination with other leaves, adherence to the intent of this article, and resolution of any disputes. This plan may be revised upon mutual agreement of the faculty member and the Dean(s). The Unit Banking Plan must be agreed to by the end of the first semester in which units are being banked. Thereafter, the unit member and the responsible dean must review the Unit Banking Plan every semester until the banked units are used.

22.2.1 Unit banking agreements do not create special priorities or obligations with respect to overload assignments.

22.3 **QUALIFYING ACTIVITIES:** Most activities engaged in by 100% full-time, tenured faculty which result in extra pay at an part-time rate, such as overload teaching, laboratory work, counseling, and program coordination, are eligible for unit banking. Activities not eligible for unit banking include those funded by Trustees' grants and external grants.

22.4 **UNIT BANKING PROCEDURES:** Normally, the total overload worked in a semester must be either banked or paid. The overload may not be split (partially paid, partially banked) without the mutual consent of the faculty member and the division dean(s) or unless a split is required to limit the total banked FLCs to the maximum allowed (see below).

22.4.1 Normally, the total number of FLCs banked in a given semester may not be less than one-half or more than six. Exceptions require the mutual consent of the faculty member and the division dean(s).

22.4.2 No banked time will be earned for incomplete or canceled assignments.

22.4.3 Any prior under-loading of a faculty member's assignment must be cleared before banking can occur.

22.4.4 The total number of banked FLCs for a faculty member shall not exceed the amount needed to take one full semester of leave (normally 15), except that up to 30 FLCs may be accumulated for use as leave in the year prior to a planned retirement.

22.5 **STATUS OF BANKED FLCs:** The District shall establish an in-house escrow account reserved for unit banking. All monies, which would otherwise be required to pay the faculty member for the overload assignment being banked, will be deposited in the escrow account. Such funds will be held to hire necessary substitute or part-time employees during the time when the banked FLCs are applied to an earned leave or when disbursement is required to the faculty or faculty member's estate.

22.5.1 If the District elects to not replace part or all of a faculty member's load while the faculty member is on leave, the District may withdraw the unneeded portion of funds from the escrow account.

22.6 **USE OF BANKED FLC's:** Faculty members will use banked leave at the time agreed upon with their division dean(s) when establishing the plan. Requests to take leave with accumulated banked units will be granted only if the faculty member's program can operate satisfactorily in the faculty member's absence and a suitable replacement is available. The regular District procedures for advertising and evaluating applicants will be used to seek appropriate replacements.

22.6.1 No more than one full-time equivalent (FTE) faculty member from a discipline, or 25% of the eligible FTE in a discipline, whichever is the larger number, may be on leave (for any reason) at the same time. If more than this amount of FTE faculty leave is applied for, selection of faculty who may take their leave will be made based on program requirements as determined by the Dean(s). Earned leave will not be treated differently from other types of leave when making these determinations. Seniority among applicants who have not taken an earned leave within the past five years is an additional factor that may be considered when determining who may take a leave.

22.6.2 Faculty who wish to apply banked overload to a leave must submit to their division dean(s) a written request for such leave at least one year in advance. Exception to such notice may be made upon the mutual consent of the faculty member and the division dean(s).

22.6.3 Faculty may apply banked overload to a partial or full semester leave, or to a full last year of employment, but not to part of a course assignment. The loading formula in effect at the time the FLC is earned shall be applied to the leave semester.

22.6.4 Normally, earned leave can be taken only from similarly compensated activities as those for which the banked FLCs were earned (lecture, laboratory, counseling, advising, etc.). The current value of banked FLCs must equal or exceed the cost of replacement for the full assignment being vacated. Current value is considered the actual number of banked hours multiplied by the applicable current rate for Step 10 placement on the part-time pay schedule.

22.6.5 While on leave, the faculty member shall be paid according to the full-time salary schedule in effect at the time the leave is taken, or a percentage thereof if a partial leave is taken.

22.6.6 Employee and dependent benefits will continue in effect for the faculty member using earned leave and such leave will not be considered a break in service.

22.6.7 Once enrolled in the program, a faculty member may not withdraw the banked units and receive a cash payout, except in highly unusual emergency situations outlined in the pertinent Internal Revenue Service (IRS) regulations for early payout of deferred compensation. Banked FLCs must be used within seven (7) years of the first semester of accumulation. Exceptions may be granted by the Dean(s) for unusual circumstances, such as unexpected exigencies experienced by the faculty member which prevent the taking of a leave as planned. In such a case, a new banking plan will be prepared that ensures taking the leave in a timely manner. If all or a portion of banked leave is not used, the faculty member will receive monetary compensation at the rate of pay which was in effect for overload assignments at the time credit was earned and banked.

22.6.8 In the event of a faculty member's death, the value of accumulated FLCs will be paid at the same rate as unused FLCs to the estate of the deceased in the same manner as other compensation due the employee.

ARTICLE 23: HANDLING OF INFORMAL COMPLAINTS AND FORMAL MISCONDUCT INVESTGATIONS OF UNIT MEMBERS

23.1 DEFINITIONS

23.1.1 Complaint

A complaint is any potentially credible verbal or written allegation by an identifiable author that a unit member has violated District policy to the complainant's detriment, for which the complainant seeks a remedy. A non-credible complaint is one which the receiving administrator determines does not require further inquiry because the administrator found the complainant not credible, or that the allegations are frivolous or too trivial or minor to merit District inquiry, such that there is no need to address the allegations with the accused faculty member.

23.1.2 Informal Complaint

An informal complaint under this Article is a complaint where all of the following apply:

(a) The Complaint does not allege unlawful harassment,
(b) The Complaint is not a grade grievance, and
(c) The District has not initiated a formal investigation.

Informal harassment complaints and informal resolution of harassment complaints shall be handled in conformance with the San Mateo County Community College District Discrimination and Harassment Investigations Procedures, Section VII.

Student grade grievances shall be handled in conformance with the grade grievance procedures at each college.

23.1.3 Formal Misconduct Investigation

A formal misconduct investigation is a District-led investigation of a unit member into allegations that the unit member has violated District policy and/or law, based on information received from a formal or informal complaint made by an identifiable author; a report of misconduct; manager observations; or other potentially credible sources of information. A formal misconduct investigation is initiated at the point that the District determines there is sufficient information to proceed with an investigation.

23.2 INFORMAL COMPLAINT NOTICE AND RESOLUTION

23.2.1 Initial Review and Routing of Complaints

Complaints shall be reviewed by Administration to determine:

1. Whether the complaint warrants formal investigation. If the District determines to initiate a formal investigation at any point, the notices, protections, and procedures set forth in Section 23.2 "Formal Misconduct Investigations" shall apply and any informal process shall end. Whether or not to initiate a formal investigation shall be within the sole discretion of the District.

2. Whether the complaint constitutes an informal complaint of harassment or discrimination. In such case, the Administrator shall proceed in conformance with the District's Harassment Investigation informal resolution procedure and this Article shall not apply.

3. Whether the complaint constitutes a grade grievance, in which case the complaint will be handled in conformance with the applicable college's grade grievance procedure—including the rights of faculty as summarized in those procedures.

4. Whether the complaint is an informal student grievance that does not involve grades. In such case, the faculty member shall be entitled to the notice as set forth below in section 23.2.b. However, the Section 23.2.3 informal resolution process of this Article shall not apply. Rather, the informal student grievance process established at each college shall apply.

5. Whether the complaint is an informal complaint by a nonstudent, other than a complaint alleging harassment or discrimination, in which case the informal resolution process set forth in Section 23.2.3 shall apply.

23.2.2 Notice of Informal Complaints

After its initial review of the Complaint, if Administration determines that the notice provisions of this Article apply, it shall provide notice of the informal complaint to the affected employee as follows:

a. **Nonstudent informal complainant:** If a person files a complaint about a unit member, the complaint shall be presented to the Faculty member by the Administrator receiving the complaint as soon as possible but no later than ten (10) instructional days after it was received. If the Faculty member is not available within this timeframe, the complaint shall be presented upon the Faculty member's return to work.

b. **Student informal complainant:** If a student files a complaint about a unit member (other than a grade grievance), it shall be provided to the unit member within ten (10) instructional days of when it is received, unless the information pertains to a class that is currently in session, and in which the student complainant is enrolled. If the complaint relates to a class where the student is currently enrolled, at the student's request, the complaint shall be provided to the affected unit member no later than ten (10) workdays after the grades for the class are filed at the completion of the Academic Term. As noted above in Section 23.2.1(3), grade grievances shall be handled in conformance with each college's grade grievance procedure.

23.2.3 Review and Resolution of Informal Non-Student Complaints

The appropriate Dean/Immediate Supervisor may call a meeting with the affected Faculty member to review the complaint. At the request of the Faculty member, an AFT representative may accompany the Faculty member to the meeting. The appropriate Administrator may also call a meeting with the complainant to clarify the issue.

If the appropriate Dean/Immediate Supervisor determines that a meeting between the complainant and affected unit member is appropriate, the Dean/Immediate Supervisor will call the meeting and the affected member shall attend.
Further, the affected unit member may meet with the member's Dean/Immediate Supervisor and other affected parties to attempt to settle the allegations informally if the other party agrees to an informal resolution.

23.2.4 Limitation on Use of Information from Informal Complaint Resolutions

No investigatory interview shall take place at any resolution meeting held pursuant to Section 23.2.3 of this Article, with the understanding that such meetings are designed to resolve or mediate matters where the District has already concluded the fact-finding process.

Further, to foster and encourage the resolution of informal complaints, the parties agree that any faculty-respondent statements made during such resolution meetings may not be used by the District in any subsequent investigation, evaluation, discipline, or other employment decision, such as a decision regarding assignment, workload, or leave.

If, during such a meeting, a supervisor believes further inquiry and an investigatory process becomes necessary based on new statements made or information presented, the supervisor will immediately conclude the meeting and the District shall begin the Article 23.3 formal investigation process.

23.2.5 Complaints that Are Withdrawn, Not Sustained, or Not Presented to the Member

Regardless of whether a formal investigation was initiated, any complaint that is withdrawn, was not sustained, or not called to the attention of the employee may not be used as the basis for any evaluation, reprimand, discipline or discharge. Nor shall it be placed in the Faculty member's personnel file. Such documents may only be retained in a separate and secure file within the Office of Human Resources to the extent required by the laws regulating the retention of public records. Further, access to these documents shall be on a "needs to know" basis only, as determined by the Head of Human Resources.

23.3 FORMAL MISCONDUCT INVESTIGATIONS

23.3.1 Mutual Respect for a Fair Investigative Process

The parties understand and agree that the District has the authority and obligation to investigate non-frivolous complaints, reports and/or other potentially credible information that a unit member has engaged in misconduct. The parties further understand and agree that unit members are entitled to be presumed innocent of wrongdoing during the investigation process, and shall be treated with the same dignity and respect as alleged victims and complainants. They are entitled to a fair investigation process, including certain protections during the investigation process.

While individuals have the right to bring forth complaints, faculty have the right to expect that complaints shall be handled fairly. Consistent with these principles, this procedure provides faculty members that are the subject of a District-initiated misconduct investigation, with the opportunity to respond to any allegations. A misconduct investigation will not be arbitrary or capricious. In entering into this Agreement, the Union does not waive any of its rights to information as allowed by the EERA, the California Public Records Act, or which it is otherwise entitled by law to receive.

23.3.2 Non-Investigatory Interviews

The parties understand and agree that in the day-to-day operation of the District, managers and unit members meet regularly to share information. These are not investigatory interviews. However, the parties further understand and agree that, if a manager reasonably expects that such a meeting may elicit information that warrants discipline, the manager shall notify the unit member in advance. The unit member so notified shall have the right to bring the AFT Grievance Officer or their designee to the meeting.

23.3.3 Initiation of a Formal Misconduct Investigation

Whether or not to initiate a formal investigation shall be within the sole discretion of the District. The District is not obligated to investigate anonymous accusations. However, it is understood that, where the District does investigate an anonymous complaint, an employee may not be charged based solely on anonymous claims.

23.3.4 Preponderance of Evidence Standard

In determining whether or not an allegation is sustained, the District shall use the preponderance of evidence standard for misconduct investigations.

23.3.5 Employee Notification Packet

An employee who is under investigation shall be sent an Employee Notification Packet no later than ten (10) business days before the employee's appointment for an investigatory interview. The Notification shall include the *AFT Members Benefits of Representation Letter*, *Acknowledgement of Rights Form*, *Employee Notification Form*, and *Summary of Interview Subject Matter*. The forms are Appendix H to the Contract, and consistent with this section as follows:

a. *Employee Notification Form:*

The faculty member shall be provided a Notification Form with the following information:

1. The District takes a neutral stance when investigating possible misconduct and no findings of wrong-doing have been made;

2. The District maintains the confidentiality of the investigation to the fullest extent possible;

3. No findings will be made prior to completion of the investigation, and the investigation will not be closed until after the scheduled date of the employee's interview;

4. The information received could lead to discipline and the employee is entitled to have union representation at the meeting;

5. The investigation is confidential and the employee should refrain from discussing it with other members of the campus community while the investigation is pending (except for the purpose of receiving representation during the investigation or exercising other rights as recognized under the Educational Employment Relations Act (EERA));

6. Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation (or sooner if required pursuant to Title IX or other applicable law that regulates the conduct of investigations.) Where this is not possible two things will occur: (1) the employee will receive a status update on where the District is in its investigation and when it expects to be completed; and (2) when AFT is representing the employee, the District and AFT will have a check-in via email regarding a status update and a follow up telephone call for questions or points of clarification if necessary;

7. The employee will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained;

8. In the event the investigation leads to disciplinary action, the employee will be afforded all of the pre-discipline due process rights to which the employee is entitled. This includes providing the employee, and AFT with the employee's consent, with a copy of the information relied upon to issue the charges; and

9. District policy and law prohibit retaliation of any kind against anyone the employee believes to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

b. *Summary of Interview Subject Matter*

A summary of the subject matter of the interview including:

1. If appropriate, and at the discretion of the Head of Human Resources or designee, the name of the complainant(s), or individual(s) whose concerns caused the District to initiate an investigation.

2. What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation and alleged conduct, actions or omissions at issue in the investigation;

3. When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given, including dates and times; and

4. Where the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given.

Further, this information shall be current and accurate at the time of interview. If, after interviewing the member, the District learns of other allegations during the investigation and seeks to re-interview the member, the member shall be provided with a new statement of the subject matter of the interview a reasonable amount of time prior to the interview.

Similarly, if prior to interviewing the member, the District learns of other allegations it wishes to cover during the interview, the member shall receive an updated summary a reasonable amount of time prior to the interview. Reasonableness shall necessarily depend on the complexity of the matter and the parties are expected to cooperate in expediting the process to the fullest extent possible.

c. *AFT Members Benefits of Representation Letter* and *Acknowledgement of Rights Form:*

The faculty member shall be provided with notice of the right to representation, which shall include:

1. A copy of the *AFT Members Benefits of Representation Letter* informing faculty of the benefits of union representation during the investigation process.

2. A copy of the *Acknowledgement of Rights Form* which: (a) includes a space for the faculty member to sign and date acknowledgment of receipt of the above-referenced AFT letter; and (b) indicates whether the faculty member is authorizing disclosure of the investigation to AFT.

    i. If the faculty member authorizes disclosure, all communications to the faculty member regarding the investigation shall be copied to AFT.

    ii. If the faculty member does not authorize disclosure, AFT shall be provided with a copy of the faculty member's signed *Acknowledgement of Rights Form* upon demand.

23.3.6 Placement on Paid Administrative Leave of Absence While an Investigation is Pending

Placement of a member on Paid Administrative Leave of Absence while an investigation into alleged misconduct is pending shall conform to the following standards and procedures:

a. Placement on Paid Administrative Leave of Absence while an investigation is pending constitutes a non-disciplinary action;

b. Placement on Paid Administrative Leave of Absence shall not be automatic and it is not an action that the District takes lightly. It is understood that it is within the District's discretion to place a member on a non-disciplinary, paid administrative leave during the pendency of a misconduct investigation. However, in exercising this discretion, the District acknowledges that even a nondisciplinary, paid leave can be disruptive and upsetting to an employee who is under investigation. As such, leave shall be imposed only where the District concludes that the alleged conduct includes: (a) acts of retaliation or intimidation; (b) acts of serious dishonesty or the destruction of property; (c) allegations which, if true, present a reasonable concern for the health or safety of others; (d) allegations which, if true, present a reasonable concern that the member's students are suffering educational harm; (e) allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the member is not placed on leave; or other matters deemed necessary.

c. Notice of Paid Administrative Leave

1. **Nonemergency Situation:** At least two business days prior to placing a member on a non-disciplinary, paid administrative leave, the District shall provide the member with written notification of the genera**l** nature of the allegations of misconduct upon which the decision to place the employee on leave is based. The Notice shall also include an explanation that while paid administrative leave constitutes a directive to stay away from the workplace, it does not apply to the AFT office or areas and events that are open to the public. The Notice may also instruct the member to remain available to the District for questioning during the employee's regular hours of work.

2. **Emergency Situation:** Where the District concludes that the specific allegations, if true, present a serious or imminent risk of physical danger or other necessity, the District may place the member on an immediate, non-disciplinary paid administrative leave without prior notice. In such instance, the notice described in subsection "c.1" shall be provided within five business days of the employee being placed on the leave.

d. Status Reporting and Time of Paid Administrative Leave. The District will provide the member with a monthly status report on the progress of the investigation and estimated date of completion. This is a report on timing only and shall not provide details regarding the investigator's activities, witnesses, findings, etc.

e. The District should complete the investigation within 90 days of placing the member on leave. Where this is not possible, the District shall provide the member with a written explanation as to the reason why, and a reasonable estimate of when the investigation will be completed.

f. Definition of Non-disciplinary Paid Administrative Leave. Non-disciplinary paid administrative leave includes all compensation and benefits to which the member would have been entitled or would have received but for placement on paid administrative leave.

23.3.7 Investigations Subject to Statutory Deadlines

The parties recognize that various laws and regulations create deadlines by which certain investigations must be completed. The parties acknowledge that such deadlines place additional responsibilities on the parties. The District is responsible for conducting the investigation as promptly as reasonably possible, and not unnecessarily delay completion on the basis that the statutory or regulatory deadlines are being met. The member and AFT have a heightened responsibility to cooperate in making the member and a representative available for the member's interview.

23.3.8 Closure of Investigation

a. Investigations Where Allegations are Not Sustained
The member shall be provided with written notice that the allegations have not been sustained and confirmation that nothing related to the allegations or investigation will be placed in the employee's personnel file. The notice will not include a copy of the investigation report, except where expressly required under the District's Harassment Investigation Procedure.

Records related to unsubstantiated allegations, including the investigation report, shall be maintained in a separate investigation file in a secure location by the Office of Human Resources and apart from the employee's personnel file for the period required by law.

b. Investigations Where Some or All of the Allegations are Sustained
The member shall be provided with written notice stating the findings as to each allegation and whether or not it was sustained. The member shall also be provided with a copy of the complaint or other documents initiating the investigation, and the investigation report, under the following circumstances:

1. If the employee is issued a Notice of Charges in connection with a dismissal or suspension, the investigation report shall be attached to the Notice. In extenuating circumstances, the District may redact portions of the Report so long as it provides notice of redaction to AFT and meets and confers on request.

2. If the District does not seek dismissal or suspension, but nevertheless intends to place the report in the member's personnel file or rely on it for a written reprimand or other discipline, it shall provide the member with a copy of the report and/or notice of placement of derogatory information in the personnel file. In such case, the member may attach a response.

3. If provision of the investigative report is otherwise expressly required pursuant to the District Harassment Investigation Procedure.

23.4 Investigations of Allegations Posted to Social Media

23.4.1 Introduction. The parties recognize that unique challenges, rights and obligations may arise where members are made the subject of accusations on social media, in particular sexual misconduct allegations. The parties have a mutual interest in fostering an environment where members of the college community feel empowered and unafraid to report sexual misconduct and the abuse of power. However, the parties also share a mutual interest in fostering an environment that values due process and the presumption of innocence. In recognition of these dual interests, investigations of social media accusations made against members shall be regulated by this section.

23.4.2 **Application.** This provision only applies to allegations of sexual misconduct, abuses of power and/or unlawful harassment or discrimination made directly by alleged victims (i.e. not by a third party), against faculty who, at the time the social media accusation is made, are employed as contract or adjunct faculty or are in the District's adjunct pool.

23.4.3 **Social Media Defined.** "Social media" refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages, and other content (such as videos.) Current examples of social media include Facebook, Twitter, YouTube, Instagram, and similar sites. Social media does not include third-party dissemination of allegations by others, including news outlets.

23.4.4 **Member Privacy.** The posting of an accusation to social media does not erode the confidential nature of any District response, investigation or action taken in connection with the allegations, except that AFT shall receive the notice, described below, whether or not the faculty member has requested AFT representation.

23.4.5 **Notice to AFT.** The District shall provide AFT with notice within three business days of it becoming aware of social media allegations against a member involving sexual misconduct, abuse of power and/or unlawful harassment or discrimination. No prior consent of the member who is the subject of the allegation is required. The notice to AFT will also be provided to the member who is the subject of the allegations. The Notice shall include:

1. The social media platform(s) where the accusation was made;

2. When the District learned of the accusation; and

3. Whether the District has received a formal complaint in connection with the allegations. If so, the complaint will also be provided to AFT, to the extent that it covers the same subject matter as the allegations posted to social media.

4. Timeline for completion of the initial inquiry.

23.4.6 **The Initial Inquiry.** Prior to opening an investigation based on allegations posted to social media, the District will conduct an initial inquiry, the conclusions of which control whether an investigation may be initiated. An investigation may be initiated where the initial inquiry determines that:

1. The allegations pertain to conduct occurring within the last 4 years that—if true—have a sufficient nexus to the workplace to warrant investigation. Sufficient nexus is determined by presuming the allegations to be true for the purposes of the nexus test and applying the Morrison factors to the allegations. *Morrison v. State Board of Education* (1969) 1 Cal. 3d 214.

2. The alleged conduct is more than 4 years old, but:

    a. The complainant(s) are current students or employees who would be entitled to a remedy if the allegations are true, even if discipline is not available to the District;

    b. The alleged conduct describes conduct that is similar in nature to a complaint(s) that was investigated and sustained by the District within the last 4 years;

    c. The alleged conduct, if true, indicates that the faculty member was not truthful in the application process or otherwise actively concealed material facts that, if known, would have caused the District not to hire the faculty member.

d. The allegations include a claim that the faculty member was convicted of an offense for which termination is mandatory.

23.4.7 **Initiation of Investigation**. If the District determines that an investigation is warranted, it shall provide notice to the affected employee and AFT that it is opening an investigation, the basis for opening the investigation under subsection 23.4.6 (above); and timeline for completion. The procedures and respective rights of the Union, member and District during the investigation are otherwise controlled by the general provisions in Article 23.

23.4.8 **Closure of Investigation.** The general notices and rights regarding closure of investigations set forth in Article 23 apply equally to investigations triggered by social media accusations. In addition, given the highly unique circumstances surrounding an accusation made through social media, if the allegations are investigated and determined to be not sustained, AFT, with the affected member's written consent, may request a public letter informing the public that the allegations were not sustained and the investigation closed.

23.4.9 **Public Statements by the District.** Statements made by District officials, including in response to inquiries from the press and the public, shall not state the name or other identifying information of the complainant or accused without their written consent. Public comment shall include a statement of the District's neutrality while the matter is under review, and that members are presumed innocent until and unless the evidence shows otherwise. However, nothing in this section affects the District's duties under The CLERY Act to issue a Timely Warning, if legally required.

ARTICLE 24: DISCIPLINE

24.1 INTRODUCTION

This Article is grounded in the parties' mutual respect for the professionalism and dedication of the SMCCCD faculty to the tenets of their profession and role as educators. The parties recognize the primary function of discipline is to provide employees with the opportunity to improve and be effective in their positions.

To that end, District administrators and representatives who have a role in this process will use the principles of progressive discipline as described in this Article and demonstrate fairness, objectivity, and reasonableness in the administration of discipline, with the goal of supporting and preserving the healthy academic culture of the District. All parties to a disciplinary process will adhere to the highest standards of integrity, preserve confidentiality as required, and respect defined processes.

24.2 EMPLOYMENT ACTIONS NOT COVERED UNDER ARTICLE 24

24.2.1 Authority to Give Feedback, Guidance and Direction

Nothing in this Article shall impede the existing authority of the District to provide direction, feedback or guidance to the member in the performance of the member's duties.

24.2.2 Dismissal or Suspension of Probationary or Regular Faculty: Statutory Authority

The dismissal or suspension of probationary or regular faculty shall be administered in conformance with the applicable provisions of the California Education and Government Codes, and the procedures and protections provided for in those sections. Such a dismissal or suspension shall not be subject to the procedures set forth in this Article or the Article 17 grievance procedure. This Section does not apply to part-time or to temporary faculty.

24.2.3 Dismissal of Part-time faculty not covered by Article 19.2.4

Part-time faculty who have not met the criteria for load assignment under Article 19.2.4 shall be subject to termination pursuant to Education Code section 87665, which provides that the governing board may terminate the employment of a part-time academic employee at its discretion, at the end of a day or week, whichever is appropriate. The decision to terminate the employment is not subject to judicial review except as to the time of termination. It is understood that this right to terminate a member without cause does not permit termination based on an unlawful reason, including but not limited to unlawful discrimination or retaliation.

24.2.4 Nonrenewal of Probationary Faculty

This Article does not apply to a District decision to deny tenure or non-renew a probationary faculty member's contract. The procedures and rights governing these decisions are set forth in the Education Code and Article 15 and Appendix G of the CBA.

24.2.5 90-Day Notice and Opportunity to Improve

It is understood that issuance of a 90-Day Notice pursuant to Education Code section 87734 does not constitute discipline. As such, a 90-Day Notice is not subject to the procedures set forth in this Article, except for section 24.4 notice requirements to AFT, and is not subject to grievance under Article 17 of this Agreement. Rather, a 90-Day Notice constitutes a right to receive notice and opportunity to improve to which a member is entitled before the member may be charged with unprofessional conduct or unsatisfactory performance.

Notwithstanding the above, the parties recognize that:

- A 90-Day Notice must be designed to provide the member with a meaningful opportunity to improve, and thus must specify the nature of the unprofessional conduct and/or unsatisfactory performance with specific instances of the behavior and with particularity to furnish the employee an opportunity to correct the conduct giving rise to the 90-Day Notice.

- The District may not file any charges of unprofessional conduct or unsatisfactory performance against a member any sooner than 91 days after the issuance of a 90-Day Notice, or any later than the term or half college year following the term or half college year during which the member received the 90-Day Notice.

- The member's statutory rights, referenced above in Article 24.2.2, include the right to an evidentiary hearing on the charges, including matters alleged in the 90-Day Notice. The District bears the burden of proof in any such hearing.

- A 90-Day Notice shall include notice that it will be placed in the faculty member's personnel file in ten (10) business days, and that the faculty member may submit a written response which will be attached to the Notice once the response is received by the District. A faculty member may submit or revise the response to a Notice in their personnel file at any time.

24.3 EMPLOYMENT ACTIONS COVERED UNDER ARTICLE 24

Article 24 regulates the administration of all discipline other than dismissal and suspension of probationary or regular faculty under the Education Code. For the purposes of this Article "discipline" means, and is limited to, the following:

24.3.1 Informal discipline

Informal discipline includes verbal counseling, written warnings, and other lower-level admonitions that are kept in the immediate administrator's office and not placed in the faculty member's personnel file.

24.3.2 Formal discipline

Formal discipline means, and is limited to, the following:

A. **Written reprimand:** A written reprimand is a formal written communication informing a faculty member of a conduct or performance concern. A written reprimand shall include clear notice that it will be placed in the faculty member's personnel file in ten (10) business days, and that the faculty member may submit a written response which will be attached to the reprimand once the response is received by the District. A faculty member may submit or revise a response to a reprimand in their personnel file at any time.

B. **Disciplinary training:** Disciplinary training is training that a member is mandated to attend on the basis that the member has engaged in conduct subject to discipline. Disciplinary training may be imposed as the sole disciplinary action, or in conjunction with other disciplinary action.

C. **Involuntary modification of duties:** Involuntary modification of duties: For the purposes of this Article, an involuntary modification of duties is a modification to the duties, assignment or location of an employee's work for the purpose of addressing a disciplinary matter. It is understood that nothing in this provision prohibits the District from implementing a nondisciplinary modification of duties, when it is required to do so to remediate a hostile or abusive work or education environment.

D. Suspension or Dismissal of Part-Time Faculty Covered by Article 19.2.4.

24.4 NOTICE OF RIGHT OF REPRESENTATION

If a faculty member receives a 90-day Notice or notice of any formal discipline under section 24.3, the District shall include in that notice the faculty member's right to request AFT representation regarding the issue.

24.5 JUST CAUSE

Just cause is required for discipline. Cause for discipline means any of the causes for discipline set forth in California Education Code Section 87732.

Notwithstanding the above, unsatisfactory performance shall only constitute cause for discipline where the employee has been informed of the performance issues through the contractual evaluative process and failed to improve in any follow-up evaluation or Performance Improvement Plan set forth in Appendix G, or through the improvement plan included in a 90 day notice, and failed to show the requisite improvement. Members shall not receive first notice of a performance concern through discipline.

The following are general "just cause" guidelines to be considered:

a. The faculty member shall be adequately informed of the potential consequences of their conduct.

b. A fair and objective review should reveal the necessity for any disciplinary action.

c. Penalties should be applied fairly, equitably and in a timely fashion.

d. Disciplinary action should be appropriate and reasonably related to the nature of the offense.

24.6 DEFINITION OF PROGRESSIVE DISCIPLINE

"Progressive Discipline" means that the District will impose the lowest level of discipline reasonably calculated to bring about the desired result. Implementation of progressive discipline does not require a specific order, or lock-step adherence to the disciplinary steps identified in Article 24.3. It is understood that the appropriate level of discipline depends upon numerous factors such as the seriousness of the conduct at issue, the history of prior discipline, and possible extenuating or mitigating factors, all of which the District may consider in determining the appropriate level of discipline.

When problems arise in the performance of assigned duties, responsibilities, and/or professional conduct expected of a faculty member covered by Article 24, the District will make reasonable attempts to assist the faculty member in correcting those problems through the application of progressive discipline. Discipline can be informal or formal.

24.7 RIGHTS REGARDING DISCIPLINE

Members or their AFT representative on their behalf shall have the following rights regarding discipline.

a. **Written Reprimand:** In addition to the right to attach a response to a written reprimand, a member also has the right to grieve the written reprimand through Level I of the grievance process set forth in Article 17. If the member files a grievance within 10 business days of receiving the written reprimand, the District shall not place the reprimand in the personnel file until the conclusion of the Level I grievance process.

b. **Disciplinary Training:** Disciplinary training of three hours or less that is scheduled during the member's regular work hours, and located at the District Office, the member's college, or online, is not subject to challenge. All other disciplinary training may be grieved through Level I of the grievance process.

c. **Disciplinary Modification of Duties:** A member who receives a disciplinary modification of duties shall receive a written, pre-disciplinary notice informing the member of the basis for the modification with sufficient specificity that the member is able to respond to the charges and basis for modification; the right to a pre-disciplinary opportunity to be heard orally or in writing; and a post- disciplinary right to grieve the transfer through Level II of the grievance process.

d. **Suspension or Dismissal of Part-Time Faculty Covered by Article 19.2.4:** Part-time faculty members who have met the load assignment criteria set forth in Article 19.2.4 (i.e. have received two (2) consecutive satisfactory evaluations, or been given an assignment for six (6) semesters with no negative evaluations) shall only be suspended or dismissed for cause and pursuant to the following process:

   a. The member shall receive a pre-discipline *Skelly* Notice and opportunity to respond orally or in writing to the charges to a reasonably impartial *Skelly* officer designated by the District.

   b. If the District proceeds with the dismissal, the member or AFT on the member's behalf may utilize the grievance process, post-discipline, through step II.

ARTICLE 25: REASONABLE ACCOMMODATION

When an employee requests an accommodation pursuant to the ADA, the Fair Employment and Housing Act, and any other applicable laws, the District shall meet with the employee and, at the written request of the employee, with the employee's Union representative, as part of the interactive process. The District will inform the employee and the representative of the status of the employee's request for an accommodation, engage in the interactive process and inform the employee and the Union of the resolution of the request in writing. As necessary, and on a case-by-case basis, the District will meet with the employee and Union representative to review problems concerning reasonable accommodation.

ARTICLE 26: CLASS ASSIGNMENT

26.1 CLASS ASSIGNMENT:

26.1.1 The appropriate administrator will provide all full-time faculty a document to request assignments, modality, off-campus classes and schedule preferences for each subsequent semester prior to finalization of the class schedule.

26.1.2 The administrator shall not arbitrarily disregard the faculty member's preferences. If the assignment request is denied, the faculty member may submit a written request to appropriate administrator who shall provide in writing the reasons for the denial.

26.2 REASSIGNMENT OF FACULTY WITH CANCELED CLASSES

26.2.1 A faculty member whose regular load has been decreased through cancellation shall consult with their immediate dean on the alternative(s) to complete the faculty member's regular load within the academic year.

26.2.2 After consultation with the affected faculty member, the dean may assign any instructional assignment to the faculty member in one of their FSA's or other academic assignments for which the faculty member meets minimum qualifications if necessary to meet their regular load.

26.2.3 In the situation where the above alternatives do not exist or are not chosen, the faculty member shall work with the dean a plan to make up the deficit within two (2) years.

ARTICLE 27: DURATION

27.1 **EFFECTIVE DATES OF AGREEMENT:** This Agreement shall be effective on July 1, 2022 and shall continue in full force and effect through June 30, 2025.

27.2 **SIGNATURES:** In witness whereof, the Union has caused this agreement to be signed by its Chief Negotiator and AFT Negotiating Team, and the District caused this Agreement to be signed by its Chief Negotiator, Chancellor and President of the Board of Trustees.

FOR THE UNION

_____
Joaquin Rivera
Chief Negotiator, AFT, Local 1493

_____
Monica Malamud
President, AFT Local 1493

_____
Marianne Kaletzky
Executive Director, AFT Local 1493

FOR THE DISTRICT

_____
John Pimentel, President
Board of Trustees

_____
Dr. Melissa Moreno, Interim Chancellor

_____
Randy Erickson
Chief Negotiator

Ratified and Approved: _____

APPENDIX A: AFT BARGAINING UNIT

APPENDIX A: AFT BARGAINING UNIT

Included in the bargaining unit are the following:

- Contract and regular academic employees
- Hourly academic employees
- Summer session academic employees

Excluded from the bargaining unit are the following:

- Management, supervisory and confidential employees
- Day-to-day substitutes
- Guest lecturers
- Teachers of credit classes who are not teachers of record, unless they are contract or regular employees
- Teachers of non-credit courses in Community Services programs

APPENDIX B: SALARY SCHEDULES AND ACADEMIC TITLES

San Mateo County Community College District
Regular Salary Schedule (80)
Effective: 14-AUG-2023

Grade	1	2	3	4	5
Step	Base	MA	MA w/45 Units	MA w/60 Units	PhD/EdD /JD
1	83796	88044	90192	93264	100896
2	88044	92292	94452	97596	105144
3	92292	96600	98748	101868	109416
4	96576	100884	103020	106188	113652
5	100848	105120	107280	110484	117948
6	105108	109404	111564	114804	122220
7	109380	113652	115812	119136	126504
8	113640	117936	120084	123444	130752
9	117924	122220	124380	127752	135060
10	117924	122220	124380	127752	135060
11	122196	126480	128628	132048	139284
12	122196	126480	128628	132048	139284
13	122196	126480	128628	132048	139284
14	127620	131952	134112	137640	144900
15	127620	131952	134112	137640	144900
16	127620	131952	134112	137640	144900
17	127620	131952	134112	137640	144900
18	133320	137640	139836	143412	150720
19	133320	137640	139836	143412	150720
20	133320	137640	139836	143412	150720
21	133320	137640	139836	143412	150720
22	133320	137640	139836	143412	150720
23	137628	141948	144144	147756	155016
24	137628	141948	144144	147756	155016
25	141732	146220	148476	152196	159684

The above dollar amounts are annual salaries, based upon services performed on 175 days of the college year for full-tme employees on a regular academic year contract.

San Mateo County Community College District
Regular Faculty Salary Schedule (OL)
Effective: 14-AUG-2023

Step	Lecture	Laboratory	Special
1	82.29	70.46	50.99
2	87.27	74.96	54.14
3	92.28	79.81	57.42
4	97.51	84.65	60.92
5	102.74	88.99	64.32
6	107.58	93.28	67.77
7	113.04	97.69	70.74
8	118.01	102.30	73.77
9	123.01	106.98	76.68
10	128.08	111.38	79.79

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

San Mateo County Community College District
Adjunct Faculty Salary Schedule Inst./Lecture (HC)
Effective: 14-AUG-2023

Grade	1	2	3	4	5
Step	Base	MA	MA w/45 Units	MA w/60 Units	PhD/EdD /JD
1	98.44	103.45	105.96	109.57	118.54
2	104.47	109.51	112.06	115.80	124.75
3	110.48	115.62	118.19	121.93	130.97
4	116.59	121.79	124.36	128.20	137.19
5	122.41	127.60	130.21	134.11	143.19
6	128.79	134.06	136.71	140.66	149.76
7	134.64	139.90	142.57	146.63	155.72
8	140.52	145.85	148.49	152.65	161.69
9	146.51	151.83	154.52	158.72	167.80
10	150.93	156.41	159.19	163.51	172.86
11	155.67	161.12	163.86	168.23	177.44
12	155.67	161.12	163.86	168.23	177.44
13	155.67	161.12	163.86	168.23	177.44
14	162.58	168.10	170.86	175.34	184.61
15	162.58	168.10	170.86	175.34	184.61
16	162.58	168.10	170.86	175.34	184.61
17	162.58	168.10	170.86	175.34	184.61
18	169.85	175.34	178.15	182.70	192.01
19	169.85	175.34	178.15	182.70	192.01
20	169.85	175.34	178.15	182.70	192.01
21	169.85	175.34	178.15	182.70	192.01
22	169.85	175.34	178.15	182.70	192.01
23	175.33	180.84	183.64	188.24	197.49
24	175.33	180.84	183.64	188.24	197.49
25	180.57	186.29	189.16	193.90	203.43

San Mateo County Community College District
Adjunct Faculty Salary Schedule Inst./Laboratory (HB)
Effective: 14-AUG-2023

Grade	1	2	3	4	5
Step	Base	MA	MA w/45 Units	MA w/60 Units	PhD/EdD /JD
1	84.55	88.85	91.02	94.12	101.81
2	90.30	94.65	96.87	100.09	107.82
3	95.89	100.36	102.59	105.83	113.69
4	101.03	105.53	107.76	111.09	118.90
5	106.10	110.61	112.88	116.25	124.11
6	111.25	115.81	118.09	121.52	129.37
7	116.72	121.28	123.58	127.12	134.99
8	122.21	126.84	129.14	132.75	140.61
9	127.39	132.01	134.34	138.00	145.89
10	131.26	136.03	138.43	142.20	150.33
11	135.39	140.12	142.50	146.29	154.29
12	135.39	140.12	142.50	146.29	154.29
13	135.39	140.12	142.50	146.29	154.29
14	141.38	146.18	148.58	152.49	160.54
15	141.38	146.18	148.58	152.49	160.54
16	141.38	146.18	148.58	152.49	160.54
17	141.38	146.18	148.58	152.49	160.54
18	147.71	152.49	154.91	158.87	166.96
19	147.71	152.49	154.91	158.87	166.96
20	147.71	152.49	154.91	158.87	166.96
21	147.71	152.49	154.91	158.87	166.96
22	147.71	152.49	154.91	158.87	166.96
23	152.46	157.26	159.69	163.70	171.73
24	152.46	157.26	159.69	163.70	171.73
25	157.01	161.99	164.50	168.61	176.90

The above dollar amounts are annual salaries, based upon services performed on 175 days of the college year for full-tme employees on a regular academic year contract.

San Mateo County Community College District
Adjunct Faculty Salary Schedule Inst./Special (HI)
Effective: 14-AUG-2023

Step	Base
1	64.17
2	68.13
3	72.22
4	76.28
5	80.31
6	83.82
7	87.43
8	90.90
9	94.64
10	97.48
11	100.37

San Mateo County Community College District
Adjunct Faculty Salary Schedule Non-Inst. (AJ)
Effective: 14-AUG-2023

Step	Laboratory	Special
1	80.67	58.26
2	85.91	61.82
3	91.12	65.55
4	95.81	69.23
5	100.41	72.91
6	105.09	76.1
7	110.12	79.36
8	115.14	82.54
9	119.85	85.9
10	123.49	88.47
11	127.18	91.13

Note: Compensation for the summer session is based on the Salary Schedule in effect during the previous semester.

CHART OF ACADEMIC TITLES

REGULAR FACULTY

Grade Step	1 B.A.	2 M.A.	3 M.A.w/45un	4 M.A.w/60un	5 PhD/EdD/JD
1					
2					
3	ASSISTANT PROFESSOR				
4					
5					
6					
7	ASSOCIATE PROFESSOR				
8					
9					
10					
11					
12					
13					
14		PROFESSOR			
15					
16					
17					
18					
19					
20	PROFESSOR				
21					
22					
23					

ADJUNCT FACULTY

Grade Step	1 LECTURE	2 LABORATORY	3 SPECIAL
1			
2	INSTRUCTOR		
3			
4			
5			
6			
7	ASSISTANT PROFESSOR		
8			
9			
10			

APPENDIX C: DEFINITION OF SALARY CLASSES

APPENDIX C: DEFINITION OF SALARY CLASSES

Class 1: Base—no degree, or Bachelor's with up to 60 semester units taken after the award of the degree

Class 2: One or more of the following:

- Master's degree and fewer than 45 semester units taken after the award of the Bachelor's degree
- Vocational Class A Credential issued for five years or life
- Standard Designated Subjects Credential in Vocational Trade and Technical Training issued for life
- California Community College Instructor Credential issued for life with a teaching subject matter area on the following list and at least 60 semester units of course work from an accredited post-secondary institution:

- Accounting
- Aeronautics
- Agricultural Services and Processing
- Aircraft
- Animal Production
- Architectural, Engineering & Related Technologies
- Building, Construction & Marketing & Distribution Related Technologies
- A Building Trade
- Business and Industrial Management
- Communication Services & Related Technologies, including Painting
- Computer & Related Technologies
- Cosmetology & Barbering
- Court Reporting
- Fire Science
- Foods, Food Services & Related Technologies
- Health and Physical Care Services & Related Technologies
- Industrial Arts
- Industrial, Machine & Related Technologies
- An Industrial Trade
- Insurance
- Marine & Related Technologies
- Mining, Metallurgy & Related Technologies
- Motel and Hotel Services & Related Technologies
- Nursing
- Office Services & Related Technologies
- Ornamental Horticulture
- Personal Services
- Police Science
- Real Estate
- Textiles, Textile Services & Related Technologies

Class 3: Master's degree and at least 45 but fewer than 60 semester units taken after the award of the Bachelor's degree

Class 4: Master's degree and at least 60 semester units taken after the award of the Bachelor's degree

Class 5: An earned doctorate or membership in the California Bar.

APPENDIX D: DUTIES AND RESPONSIBILITIES

APPENDIX D: DUTIES AND RESPONSIBILITIES

D1—DUTIES AND RESPONSIBILITIES OF INSTRUCTORS

A. Required of all instructors:

- teach classes at assigned times and locations;
- make necessary preparations for class instruction;
- evaluate student performance; and
- submit timely and accurate reports of attendance, grades and other matters as required.

B. Additional professional responsibilities, not subject to additional compensation for instructors on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials, course outlines, and curriculum guides;
- analyze and select text materials, and participate in course content coordination;
- evaluate, update, and revise existing courses and programs; develop new courses as needed;
- assist in the placement of students in courses;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- assist in ordering supplies, and in ensuring proper utilization of instructional equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- participate in advisory committee meetings;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions, and with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

D2—DUTIES AND RESPONSIBILITIES OF COUNSELORS

Definitions:
Outside of peak times, other than by mutual agreement, no more than 10% of total counseling faculty will have drop-in as their primary assignment. As different programs have different needs and requirements, and as counseling operates on both student contact and caseload models, student meeting times may vary.

A. Required of all counselors:

A1. Scheduled counselor duties are to be used for the following:

- provide counseling services to students at assigned times and locations;
- scheduled or drop-in counseling appointments with student;
- group appointments with students;
- participate in commencement exercises (See Note 2);
- working with students in class, in collaborations with instructional faculty;
- program coordination, student workshops, or case management activities, so long as they are approved or assigned by the dean;
- counselor observations for evaluations;
- additional duties as approved or assigned by the dean that directly supports students.

A2. The following activities, if counselors engage in them, should be blocked on the counseling grid to take place during other "on campus" professional duties time:

- submit timely and accurate reports as required;
- Maintaining necessary counseling records;
- Prepare for student appointments by reviewing student information prior to meeting with students;
- Provide follow up services to students, including responding to student emails and questions in a timely manner;
- Perform appropriate research and consultation to provide students with correct and updated information;
- Meetings not part of the professional plan.

B. Additional professional responsibilities, not subject to additional compensation for counselors on regular academic year contract are those engaged in consistent with the counselor professional plan point requirements set forth in Article 6: (See Note 1)

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with business and industry.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

D3—DUTIES AND RESPONSIBILITIES OF LIBRARIANS

A. Required of all librarians:

- provide librarian services to students at assigned times and locations;
- maintain necessary library records;
- take appropriate precautions against the theft, deterioration, or destruction of library facilities, equipment, and materials; and
- submit timely and accurate reports as required.

B. Additional professional responsibilities, not subject to additional compensation for librarians on regular academic year contract: (See Note 1)

- attend and participate in official division and college faculty meetings called by the college administration;
- develop instructional materials on the use of the library and its resources for groups and individuals;
- consult with faculty members on resource needs in their particular fields;
- assist in the formulation and maintenance of necessary and reasonable rules for library users;
- review current literature in appropriate fields and recommend additions to the college library collection;
- participate as a peer in the academic employee staff development and evaluation programs;
- provide information for schedule and budget preparation;
- assist in ordering supplies, and in ensuring proper utilization of library equipment and facilities;
- coordinate the work of student assistants and instructional aides;
- participate in commencement exercises (See Note 2);
- assist in planning and preparing exhibits and book displays to encourage student use of books and other materials;
- participate on official college committees (e.g., curriculum planning, accreditation self-study); and
- participate on screening committees for position vacancies.

C. Voluntary activities performed without additional District compensation:

- participate in co-curricular activities (e.g., student club advising);
- participate in college-community relations activities (e.g., public speaking engagements); and
- participate in articulation with high schools and four-year institutions.

Note 1: It is not the intention of the parties to this Agreement to imply that all unit members will be assigned all of the responsibilities listed under B. Certain of these responsibilities may be appropriate for assignment to a given unit member who would not be paid additional District compensation for discharging them.

Note 2: A maximum of one-half of the contract and regular faculty will be expected to participate each year. No individual will be required to participate more frequently than once in each two-year period.

APPENDIX E: DEFINITIONS

APPENDIX E: DEFINITIONS

- **BOARD:** The Board of Trustees of the San Mateo County Community College District.
- **CHANCELLOR-SUPERINTENDENT:** The chief executive officer of the San Mateo County Community College District.
- **CONTRACT EMPLOYEE:** Equivalent to "probationary employee."
- **DAY:** A calendar day unless otherwise defined.
- **DAY PROGRAM:** The portion of the college program that begins before 4:30 p.m., Monday through Friday.
- **DISTRICT:** The San Mateo County Community College District or its agents.
- **FACULTY LOAD CREDIT (FLC):** A measure of workload based on contact hours and the academic services provided during those contact hours.
- **HEALTH BENEFITS:** The combination of medical, dental and vision benefits.
- **IMMEDIATE FAMILY:** Spouse, domestic partner, child, parent, sister or brother of the employee, or any relative living in the immediate household of the employee.
- **IMMEDIATE SUPERVISOR:** The person so designated in the organization chart of the college or the District Office.
- **REASSIGNMENT:** A change of assignment that does not involve a change from one college to another and does involve an assignment in a faculty service area (FSA) other than that of the principal current assignment.
- **REGULAR EMPLOYEE:** Equivalent to "tenured employee."
- **SICK LEAVE:** Leave of absence for illness or injury.
- **TEMPORARY EMPLOYEE:** An employee who is neither a contract nor a regular employee.
- **TRANSFER:** A change of assignment that involves a move from one college to another.
- **UNION:** The San Mateo Community College Federation of Teachers, Local 1493, AFT, AFL-CIO.

APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION

APPENDIX F: FACULTY LOAD CREDIT (FLC) ALLOCATION

LECTURE ASSIGNMENT SCHEDULE

Definitions:

A composition class is defined as any standard English composition (expository) course at the first-semester, transfer English composition level or above, or composition courses, included integrated writing and reading courses, one level below which are prerequisite to the first-semester, transfer English composition level.

English Composition Classes:

With 20 students maximum per class	1.00 FLC per hour
With four composition classes assigned and 26 students maximum per class at census	1.25 FLCs per hour

All Other Lecture Hours:

All other lecture hours	1.00 FLC hour

INSTRUCTIONAL ASSIGNMENT SCHEDULE

Counselor Load

Counselor load to FLC conversion:
Every 6 hours of counselor load time per week equals 3 FLC.
Every 2 hours of counselor load time per week equals 1 FLC.
For further information, please see Appendix D

Counseling — 33 students per FLC

Librarian Service, College Nurse, Reassigned Time — .40 FLC per hour

Cooperative Education

Student Coordination		8.3 students per FLC
Hourly rate	1 hour at special rate	5-9 students
	2 hours at special rate	10-14 students
	3 hours at special rate	15-19 students
	4 hours at special rate, etc.	20-24 students

Journalism

College Newspaper Advisor	3 FLCs per semester
Student Magazine Advisor	2 FLCs per semester of production

Coaching

Water Polo	7.5 FLCs	Track	9.0 FLCs
Soccer	8.0 FLCs	Softball	9.0 FLCs
X-Country	7.5 FLCs	Baseball	9.0 FLCs
Volleyball	7.5 FLCs	Tennis	7.5 FLCs
Basketball	9.0 FLCs	Golf	7.5 FLCs
Wrestling	8.0 FLCs	Swimming	7.5 FLCs
Football Head Coach	9.0 FLCs		
Football Asst. Coach	7.5 FLCs		

The FLC for the various athletic coaching assignments were determined as a means of compensating for athletic activities having different lengths of season, different numbers of games played during a season, the number of students to be supervised, the requirements for faculty supervision, the nature of the sport, and the different requirements for student supervision during normally declared college vacation and semester break periods.

LABORATORY ASSIGNMENT SCHEDULE

Biological Sciences, Physical Sciences, and Nursing laboratory, clinical and skills assignments	.80 FLC per hour
Art and Music laboratory classes	.80 FLC per hour
Physical Education, Kinesiology, Athletics and Dance activity classes	.80 FLC per hour
Skills Development laboratory (skill-development; generally no demonstration or evaluation)	.55 FLC per hour
Cosmetology laboratory classes	.70 FLC per hour
Business laboratory classes	.75 FLC per hour
Emergency Medical Technician	.75 FLC per hour
Radiologic Technology, Respiratory Therapy, Surgical Technology, Central Service Technology/Sterile Processing	
Laboratory	.80 FLC per hour
Clinic	.70 FLC per hour
Automotive Mechanic Technology (lecture/laboratory combination)	.70 FLC per hour
All other laboratory assignments	.70 FLC per hour

Although 30 FLC is considered a full-time assignment, 28 – 31 FLCs is acceptable as a full-year assignment with a three-year maximum of 91 FLCs.

Exceptions to these limitations can be made only upon mutual agreement of the faculty member and the District.

Members of the unit who are compensated according to the hourly academic salary schedule are paid by the hour, not by FLCs.

Each course has a nominal load credit associated with it based on the typical number of contract hours for which it is scheduled. No adjustment is made in the nominal load credit for routinely expected variations in the actual total contract hours per semester. The typical range for one FLC is 16 to 18 contact hours per semester for lecture. A corresponding range of contact hours for other types of classroom assignments is based on equivalence factors spelled out in this appendix.

APPENDIX G: EVALUATION PROCEDURES

EVALUATION PROCEDURES

Please see:

https://www.smccd.edu/EVALUATION-PROCEDURES/FILES/FACULTY-EVALUATION-PROCEDURES.PDF

APPENDIX H - INVESTIGATIONS – EMPLOYEE NOTIFICATION PACKET

APPENDIX H - INVESTIGATIONS – EMPLOYEE NOTIFICATION PACKET

EMPLOYEE NOTIFICATION PACKET COVER SHEET

Pursuant to Article 24.3.5 of the AFT 1493-SMCCCD Collective Bargaining Agreement, a faculty member under investigation by the District for alleged misconduct shall be provided an Employee Notification Packet. This Notification Packet includes the following forms and documents, which are contained within:

1. AFT 1493 Members Benefits Letter

2. Acknowledgement of Rights Form

3. Employee Notification Form

4. Summary of Interview Subject Matter

Per Article 24.3.6, the Notification Packet may also include the following:

5. Notice of Placement on Paid Administrative Leave

[AFT 1493 LETTERHEAD]

AFT 1493 BENEFITS OF REPRESENTATION LETTER

Dear Colleague,

As a faculty member, you have the right to union representation during any District investigation of alleged misconduct. AFT 1493 offers all faculty the opportunity to seek union assistance and representation when going through an investigation.

The benefits of such assistance and representation include protecting your procedural rights, ensuring the District conducts the investigation in a timely manner, preparation for and representation during any investigatory interview, securing information to which you are entitled, and ensuring your fair and respectful treatment.

As you can see, there are several benefits of union representation during an investigation. If you wish to have AFT 1493 representation please indicate your choice on the Acknowledgement of Rights Form, included in this packet.

Please know that AFT 1493 honors the confidentiality and privacy of all faculty who participate in this process. If you have any questions, please call us at INSERT or email us at INSERT.

Thank you.

ACKNOWLEDGEMENT OF RIGHTS FORM
(Pursuant to Article 23.3.5.c)

I, (name)_____, hereby acknowledge that on (date)_____, the District provided me with a letter from AFT 1493, subject line "AFT 1493 Benefits of Representation Letter." The letter informs me of the benefits of union representation during the District investigation that is currently being conducted into allegations that I have engaged in misconduct.

Therefore, I hereby:

□ **DO** authorize AFT 1493 representation and disclosure of the investigation to AFT 1493

□ **DO NOT** authorize AFT 1493 representation or disclosure of the investigation to AFT 1493.

If you authorize disclosure, all communications to you regarding the investigation shall be copied to AFT 1493.

If you do not authorize disclosure, the District shall not copy AFT 1493 and will only provide it with this signed Acknowledgement of Rights Form upon demand.

_____ _____

Signature Date

EMPLOYEE NOTIFICATION FORM
(Pursuant to Article 23.3.5.a)

This Notice is to advise you that the District has initiated an investigation into allegations that you engaged in employee misconduct. **Please read this Notice carefully, as it gives you information about the investigation process and your rights during this process.**

First, please note that the District takes a neutral stance when investigating possible misconduct and maintains the confidentiality of employee investigations to the fullest extent possible. No findings of wrong-doing have been made, and no findings will be made prior to completion of the investigation. Further, the investigation will not be closed until after the scheduled date for your interview.

Please be further advised that:

- The information received in your interview could lead to discipline. Therefore, you are entitled to have union representation during the investigation and your interview with the investigator.
- The investigation is confidential to the fullest extent possible.
- You should refrain from discussing the investigation with other members of the campus community while the investigation is pending (except for the purpose of receiving representation during the investigation or exercising other rights as recognized under the Educational Employment Relations Act (EERA)).
- Every effort will be made to complete the investigation within ninety (90) days of when the District first received the complaint or information triggering the investigation (or sooner if required pursuant to Title IX or other applicable law that regulates the conduct of investigations.) Where this is not possible two things will occur: (1) the employee will receive a status update on where the District is in its investigation and when it expects to be completed; and (2) when AFT is representing the employee, the District and AFT will have a check-in via an email regarding a status update and a follow up telephone call for questions or points of clarification if necessary.
- Once the investigation is complete, you will receive notice of the findings of the investigation, and whether the allegations investigated were or were not sustained.
- In the event the investigation leads to disciplinary action, you will be afforded all the pre-discipline due process rights to which you are entitled. This includes providing you, and AFT 1493 with your consent, with a copy of the information relied upon to issue any charges.
- We also are required to remind you that District policy and law prohibit retaliation of any kind against anyone involved in the investigation, against anyone whom you believe to have provided information or otherwise cooperated in the investigation, and that such conduct constitutes an independent basis for serious discipline up to and including termination.

You will be contacted by_____to schedule an appointment for your investigative interview. The interview will not be scheduled any sooner than ten (10) business days from receipt of this Notice. A summary of the subject matter of your interview is also being provided to you.

If you have questions for the District you may contact_____at _____

If you have any for AFT 1493, you may contact it at: [AFT 1493 email and phone]

SUMMARY OF INTERVIEW SUBJECT MATTER
(Pursuant to Article 23.3.5.b)

1. Names of complainant(s), or individual(s) whose concerns caused the District to initiate an investigation, if appropriate, at the discretion of the Head of Human Resources or designee.

2. What allegedly occurred. The employee shall be entitled to a description of the subject matter or allegations of the investigation and alleged conduct, actions or omissions at issue in the investigation. (This may be continued on the next page as space requires):

3. When the incident(s) allegedly occurred. The notice will be as specific as possible, based on the information available at the time the Notice is given, including dates and times:

4. Where the alleged misconduct occurred. The notice shall be as specific as possible, based on the information available at the time the Notice is given:

SUMMARY OF INTERVIEW SUBJECT MATTER
(Pursuant to Article 23.3.5.b)
-Continued-

The information in the Summary of Interview Subject Matter shall be current and accurate at the time of interview. If, after interviewing the member, the District learns of other allegations during the investigation and seeks to re-interview the member, the member shall be provided with a new summary a reasonable amount of time prior to the interview.

Similarly, if prior to interviewing the member, the District learns of other allegations it wishes to cover during the interview, the member shall receive an updated summary a reasonable amount of time prior to the interview. Reasonableness shall necessarily depend on the complexity of the matter and the parties are expected to cooperate in expediting the process to the fullest extent possible.

NOTICE OF PLACEMENT ON PAID ADMINISTRATIVE LEAVE

(Pursuant to Article 23.3.6)

You have been advised that you are the subject of an investigation into possible misconduct. Pursuant to Article 24.3.6, you are being provided Notice that you are being placed on a non-disciplinary, involuntary, paid administrative leave during the pendency of the investigation.

Your administrative leave:

- ☐ Nonemergency situation: This Notice is provided at least 2 business days prior to your placement on administrative leave. (Article 24.3.6.c (1))

  Begins on [date]

- ☐ Emergency situation: This Notice is provided within five business days of your having been placed on administrative leave. (Article 24.3.6.c (2))

  Began on [date]

Paid administrative leave is only authorized where the alleged conduct includes: (a) acts of retaliation or intimidation; (b) acts of serious dishonesty or the destruction of property; (c) allegations which, if true, present a reasonable concern for the health or safety of others; (d) allegations which, if true, present a reasonable concern that the member's students are suffering educational harm; or (e) allegations the nature of which require the immediate preservation of physical evidence which may be compromised if the member is not placed on leave.

The general nature of the allegations that form the basis of the District's decision to place you on paid administrative leave during the investigation are as follows:

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between AFT Local 1493 and the SMCCD: Distance Education

Expanding student access, program need and faculty desire and preparation to teach a distance education course shall be the primary determining factors when the College decides to offer a course through distance education. There will be no reduction in force of faculty as a result of the College's participation in distance education. The parties agree that the use of such technology shall not be used to reduce, eliminate or consolidate faculty positions within the District.

Definition

Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. A distance education course/section or session is defined as the use of technology utilized 51 percent or more of the time to deliver instruction during the course term and where the student and instructor are separated by distance. The delivery of instruction in the distance education modality can use the Internet, email, video and class lecture to deliver instruction (hybrid course). However, if the use of the combined mediated technology is 50 percent or less, or the student and instructor are not separated by distance, the course/section/session is considered a classroom-based traditional course/section/session. (State Chancellor's Office Regulations and Guidelines on Distance Education Section 55205)

Policy

The colleges shall ensure that the distance education courses and programs comply with the Standards of Accreditation, Title 5 Standards of Curriculum and Instruction, and course outlines approved by the college curriculum committee. The referencing of the particular requirement listed in this policy does not imply that they are the only requirements of the principles that apply to distance education. This policy applies to degree and certificate programs and their courses.

Distance Education Advisory Committee (DEAC)

The Distance Education Advisory Committee is comprised of representatives appointed by AFT, the District Academic Senate, and District Administration. The AFT will appoint three (3) members (one from each College). The Committee will make recommendations regarding issues concerning or related to information technology and technological change in the District/College. The Committee shall consider issues of technological change and in that context the future of distance education. Where there may be an impact on the terms and conditions of employment of members of the bargaining unit, such matters shall be referred to the AFT and District negotiating team for negotiation and resolution.

The DEAC shall consider and make recommendations on issues including the following:

A. Policies and procedures relating to distance education in the District.

B. District-wide distance education goals, long range planning policies and enrollment trends.

C. How support services and training opportunities for faculty can be developed and enhanced.

D. How communications respecting such matters as changes in available technology, support services and training opportunities can be improved.

E. Policies respecting security and surveillance of electronic work activities such as e-mail and Internet access usage.

Faculty Training and Compensation

The District and AFT agree that a faculty member interested in receiving District designated training in how to develop an on-line distance education course will receive training if it has been determined by the appropriate administrator that the training is appropriate, applicable and necessary. Upon completion of the training the faculty member will receive a stipend in the amount of $1,500 for the equivalent of a twenty-five (25) hour training. A faculty member developing a new distance education course, or significantly restructuring an existing distance education course, shall receive, with prior approval of the appropriate administrator, funding to support educational development in the use of new technology not to exceed $1,500. The funding shall be paid upon offering of the new or restructured course.

Copyright

1. Ownership by faculty members. The copyrights to works created by faculty members will be owned by them, even if those works are created in connection with courses they teach or other duties they perform as faulty members, while they are employed by the District and in connection with their employment, unless the work is created under the circumstances described in paragraph 2.a. below.

2. Ownership by District. The District will own the copyright to works under the following circumstances:

a. Circumstances relating to substantial support by the District. The District will own the copyright to any work created with substantial support from the District. As used in this Article, "substantial support" means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support would include extra compensation or the provision of reassigned time to create a work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios).

b. Circumstances relating to the nature of the work. The District will also own the copyright to any work, such as a course outline, administrative policy, or information brochure that is formally reviewed by the District and becomes part of its curriculum, policies, or administrative or promotional literature.

Permitted uses

1. Use of work when copyright is owned by the faculty member.

a. Uses by faculty member. The District acknowledges that faculty members may use works whose copyrights they own in any and all ways they may wish, including for example, authorizing the for-profit publication of such works in return for royalties paid solely to faculty members, subject only to the District's non-exclusive license to use those works (set forth in paragraph E.1.b below) without any further authorization from the District.

b. Uses by District and College.

The District shall have, after obtaining the written consent of the faculty member who owns the work's copyright, a non-exclusive license to use the works whose copyrights are owned by faculty members in the following ways : (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example over the web); and (5) to create derivative works (for example companion materials or updated versions).

The District and its Colleges may do these things themselves, but neither the District nor its colleges may authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

2. Use of work when copyright is owned by District

a. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph E.2.b below), without any further authorization from the faculty members who created those works.

b. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks; (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by webcasting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.

Compensation

Full time faculty teaching on-line courses will be compensated in accordance with the regular full time faculty salary schedule. Part-time faculty who teach Distance Education courses shall be paid at the appropriate Lecture Rate or Laboratory Rate.

Assignment

1. Assignment to teach a distance education course shall be based on program need, the faculty member's request, and the skills and abilities of the faculty member to teach via distance education. No faculty member shall be required to teach a distance education class.

2. Where feasible, a faculty member who has developed a distance education course will be given priority to teach the distance education section of the course in accordance with paragraph 1 above.

3. If a faculty member is assigned to teach a course that is cross-listed in both distance learning and face-to-face format, the faculty member will be compensated for teaching the two classes, i.e. cross listed classes taught

in distance and face to face formats will be compensated for teaching two classes and will not be counted as just one class, unless it is mutually agreed upon by the faculty member and responsible administrator to count it as one class.

Office Hours

Faculty members teaching a course or courses in an online format during a given semester have the option to schedule “virtual” office hours during that semester that would count toward their total office hour obligation. The proportion of a faculty member's total hours that are scheduled as “virtual” office hours may be equal to the proportion of that faculty member's total units taught that are online courses. A “virtual” office hour in this context means an hour in which the faculty member is available for synchronous conferences or message exchange with students online. Such “virtual” office hours must be scheduled and noted in the faculty online syllabus and door card.

Faculty Evaluation

Evaluation of instruction in a Distance Education course shall be in accordance with instructional evaluation provisions agreed to by the AFT, Academic Senate and administration. These provisions shall be developed through the joint Trust Committee made up of equal AFT, Academic Senate and administration representatives.