

**AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS  
AFL-CIO**

***FACULTY BARGAINING UNIT***

**WITH**

**SAN DIEGO COMMUNITY COLLEGE DISTRICT**

**FOR THE PERIOD**

**JULY 1, 2023 THROUGH JUNE 30, 2026**

*Updated September 3, 2024*

BETWEEN THE BOARD OF TRUSTEES  
OF THE  
SAN DIEGO COMMUNITY COLLEGE DISTRICT  
AND THE  
AFT GUILD, LOCAL 1931  
AMERICAN FEDERATION OF TEACHERS, AFL-CIO,  
FACULTY

The following agreement has been reached by the designated representatives of the Board of Trustees and the AFT Guild, Local 1931, American Federation of Teachers, AFL-CIO, Faculty Bargaining Unit, in accordance with the California Educational Employment Relations Act. Provisions of this Agreement are effective July 1, 2023 through June 30, 2026, unless otherwise specified herein.

*Maria Nieto Sauer*  
\_\_\_\_\_  
Maria Nieto Sauer, President  
Board of Trustees  
San Diego Community College District

*Jim Mahler*  
\_\_\_\_\_  
Jim Mahler, President  
American Federation of Teachers Guild  
Local 1931

Date: August 31, 2023

Date: 8/31/23

## AFT GUILD – ACADEMIC FACULTY AGREEMENT

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## ARTICLE I - AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Diego Community College District ("Board") and the American Federation of Teachers Guild, Local 1931 (AFT) ("Guild"), American Federation of Teachers, AFL-CIO, an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

## ARTICLE II - RECOGNITION

2.1 The District recognizes the American Federation of Teachers Guild, California Federation of Teachers, Local 1931, AFL-CIO, as the exclusive representative of all college faculty of the San Diego Community College District in accordance with the certification issued by the Public Employment Relations Board June 5, 1987, Case No. LA-D-120 pursuant to a Board-conducted secret ballot election. Additionally, the District recognizes the Guild as the exclusive representative of the counselors in Continuing Education in accordance with PERB Case No. LA-UM-649-E, PERB Decision No. 1445 (June 15, 2001) and all Continuing Education faculty pursuant to the sideletter agreement between the parties of May 6, 2009.

Unless explicitly stated otherwise, counselors in the College of Continuing Education shall follow the terms and conditions of employment as defined in this Agreement as they apply to the college credit faculty.

Included in this unit are all faculty assigned to either the credit college or continuing education programs, including all temporary, contract, and regular faculty members, whether full or part-time, including those with classroom and non-classroom assignments.

Excluded from this unit are all military education personnel, management, supervisory, and confidential employees. All faculty serving in an assignment as an acting or interim manager shall not be a member of the faculty bargaining unit for the duration of the acting or interim assignment and shall instead be bound by the terms and conditions of the collective bargaining agreement or handbook of the bargaining unit within which the acting or interim assignment is located. Faculty serving in an acting or interim assignment shall retain full rights without any loss in seniority upon returning to their regular faculty assignment.

### ARTICLE III – SAFETY

- 3.1 The Guild and the District agree that the responsibility for safe working conditions is that of the Board, and the responsibility for the maintenance of safe procedures and practices is that of the faculty member.
- 3.2 Complaints from faculty with regard to classroom noise, ventilation, heating, cooling, water leakage, and other similar problems shall be reported to the campus business office. Federal Office of Safety and Health Administration (OSHA) standards for temperature, regardless of business size, for indoor workplaces is the range of 68 to 76 degrees Fahrenheit. If problems are not resolved in a reasonable time, faculty shall report the problem to the Guild. The District and the Guild shall meet and confer in an attempt to resolve such problems.

For outdoor workplaces, the District shall comply with current Cal/OSHA's Heat Illness Prevention Standards for unit members within the classifications covered by said regulations. Including providing proper training, adequate water (at least 1 quart per hour, or four 8 ounce portions per hour), access to shade, and cool-down rest periods (minimum 10 minutes net every 2 hours).

The District shall endeavor to take additional safety measures for outdoor workplaces to prevent heat illness when the National Weather Service Heat Index is expected to reach 100°F (or higher) or when a National Weather Service Heat Advisory or Excessive Heat Warning is in effect for the location of a site or campus the unit member is expected to work at. Additional safety measures may include, but are not limited to; reasonable limitations to exposure, providing cooling zones (or access to indoor facilities with cooling), and allowing additional preventative cool-down rest periods for unit member wishing to prevent overheating.

- 3.3 Faculty members and Guild safety representatives shall report in writing any unsafe conditions that exist to the designated safety officer within the management staff of the program. The report should include recommendations for remedial steps to be taken.
- 3.4 The designated safety officer shall give written response to reports of safety hazards, indicating current disposition and/or corrective action(s) in progress. Responses shall be sent within a reasonable time, permitting investigation, evaluation, and proposed determination. The Administrative Services office at each campus shall send out an email each fall/spring semester identifying the campus safety officer and their contact information.
- 3.5 Faculty members shall not be required to work under conditions in which a clear and present danger to their health or safety exists. The District agrees to provide the appropriate and required safety equipment as determined by OSHA or County Department of Environmental Health standards to unit members necessary for the safe performance of their job duties.

- 3.6 The District will pay the difference between the vision plan reimbursement and the cost for basic prescription safety glasses and frames excluding optional features for unit members whose job function requires safety glasses. The lenses and frame shall conform to the basic ANSI Z 87.1 requirements.
- 3.7 The parties agree to commence a collaborative training with the goal of developing ergonomic standards.
- 3.8 The District shall endeavor to equip all classroom doors with a locking mechanism allowing the door to be locked from the inside or alternative safety locking mechanism which would follow the current best practices recommended by law enforcement that would keep students and faculty safe in the event of a physical threat of violence. All new construction and renovations shall include these safety features.
- 3.9 The District will endeavor to ensure that each unit member who has direct interaction with the public and/or students will be provided with access to a panic button, or an emergency call button on a District phone, to be used in cases of emergency or threats.

## ARTICLE IV - GRIEVANCE

### 4.1 DEFINITIONS

- 4.1.1 A grievance is defined as an allegation that there has been a violation of the terms of this Agreement. The Guild or faculty member(s) may make such an allegation.
- 4.1.2 Days shall mean working days as specified in the academic calendar.
- 4.1.3 A grievance which involves a group or "class" of faculty members may be initiated at Step 2.

### 4.2 PROCEDURE

#### Step 1

A faculty member shall have the right and shall be required, as a condition of processing the grievance to Step 2 to meet with their immediate supervisor within thirty (30) days after the grievance occurs to attempt to resolve the dispute.

#### Step 2

If the grievance is not resolved as a result of the meeting with the supervisor, the faculty member shall present the grievance in writing on a District grievance form within ten (10) days of the meeting with the supervisor or upon receipt of the supervisor's official response arising out of the meeting to the College President who will provide a written decision within ten (10) days.

When the College President determines that the remedy requested by the grievant is beyond campus authority to adjudicate, the President shall notify the grievant and forward the grievance form to the Vice Chancellor, Human Resources who will provide a written decision within ten (10) days of receipt of the grievance form.

#### Step 3

If the grievance is not resolved at Step 2, it may be appealed by the Guild within ten (10) days of receipt of the written decision from Step 2 by filing a written notice of appeal with the Vice Chancellor, Human Resources. The appeal shall be submitted to a neutral arbitrator to be selected by the District and the Guild from their agreed upon panel of arbitrators. Once one complete round of the panel has been utilized, the parties shall meet to mutually establish a new panel. Issues relating to matters of tenure, discipline, or dismissal will be submitted for advisory arbitration. All other issues will be submitted for binding arbitration.

The cost of the arbitration shall be shared equally. A Step 3 appeal may not be made by a grievant alone, but must be made on their behalf by the Guild except in matters involving the appeal of discipline.

In matters relating to the appeal of discipline, the unit member may appeal without the consent of the Guild. In such case the employee will bear all costs associated with such representation and the District will bear the full cost of the arbitrator or administrative law judge and all hearing related costs. Appeals in cases of discipline shall be made in accordance with the provisions of California Education Code section 87670, et. seq.

4.3 **PROFESSIONAL MEDIATION OR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

When both parties at Step 2 determine that resolution of the grievance may be reached through the services of the Employee Assistance Program or the State Mediation and Conciliation Service, the time period in Step 2 and 3 will be extended to meet the time constraints of the mediator or counselor.

4.4 **ADDITIONAL DELINEATIONS**

- 4.4.1 Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of AFT or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance.
- 4.4.2 During the course of any investigation of a properly filed grievance, the District shall cooperate and furnish such public information as requested in accordance with this procedure.
- 4.4.3 A grievant may withdraw the grievance at any level. In any event, the withdrawal of a grievance shall not constitute a precedent which may affect any similar cases occurring thereafter.
- 4.4.4 Within forty-five (45) calendar days after final submission of the grievance to the arbitrator, they shall present their written decision to the grievant and the District. In the case of issues subject to binding arbitration the decision shall be final and binding upon the parties in the dispute. In the case of issues submitted to advisory arbitration, either the grievant or the District may appeal the advisory decision of the arbitrator to the Board of Trustees within thirty (30) days after receipt of such advisory decision. Thereafter, the Board of Trustees shall make the final decision within forty-five (45) days.

The arbitrator will have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but will determine only whether or not

there has been a violation, misapplication, or misinterpretation of the express provisions of this Agreement in the manner alleged in the grievance. The arbitrator shall have no power to establish salary structures. The decision of the arbitrator will be based solely upon the evidence and arguments presented to them by the parties in the presence of each other and upon arguments presented in briefs. The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier step of this grievance procedure. The arbitrator shall have no power to render an award on any grievance initiated before the ratification of this Agreement by both parties.

- 4.4.5 If a grievant files any claim or appeal on the same matter through any process within or outside the District, the District and AFT shall not be required to process the same claim or appeal under this procedure.
- 4.4.6 Time limits may be extended by mutual agreement.
- 4.4.7 Failure of the District to act within the prescribed time limit will cause the matter to automatically proceed to the next step.
- 4.4.8 An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or staff.
- 4.4.9 The grievant shall have the right to be accompanied by an AFT representative at each step.
- 4.4.10 Other matters for which a method of review is provided by law such as claims of discrimination or retaliation under any of the following acts: Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (including the ADA Amendments Act of 2008), the Age Discrimination in Employment Act, the Equal Pay Act, the Occupational Safety and Health Act, the California Occupational Safety and Health Act, the California Fair Employment and Housing Act, the Uniformed Services Employment and Reemployment Rights Act, the Educational Employment Relations Act, or Workers' Compensation; are excluded from this procedure. AFT, however, may file a grievance over an alleged violation, misinterpretation, or misapplication of AFT Rights, as specified in Article XII.

## ARTICLE V - ADJUNCT FACULTY

5.1 "Adjunct faculty" shall be used in this Agreement to mean temporary faculty as defined in California Education Code Section 87482.5. This definition shall also apply to tenured/tenure-track faculty who hold overload or other assignments outside of their regular contract assignment. Unless specifically stated to the contrary, the term "faculty" in Article V of this Agreement shall pertain to adjunct faculty.

Temporary assignments of adjunct faculty will be made by management (within the limitations of the procedures set forth below) and shall be compensated as outlined in Article VIII.

Except as delineated in this Agreement, adjunct faculty have no rights other than those provided in the California Education Code.

The parties agree that all part-time faculty assignments are temporary in nature contingent on enrollment, funding, and program changes, and that no part-time faculty member has a reasonable assurance of continued employment at any point in time, regardless of the status, the length of service, or re-employment preference seniority, of the part-time faculty member.

The District reserves the right of assignment.

### 5.2 ADJUNCT FACULTY ASSIGNMENTS

#### 5.2.1 Maximum Allowable FTEF

5.2.1.1 The District shall attempt to ensure, whenever practicable, that the annualized FTEF assignment for any adjunct faculty member does not exceed 67% (sixty-seven percent) or the maximum load value as established in the California Education Code during any one academic year.

The maximum allowable assignment (based on a 0.67 FTEF) for non-classroom adjunct faculty other than counselors between the first day and final day of the fall semester and the first day and final day of the spring semester as defined in the District approved Academic Calendar shall be 773 assigned hours.

The maximum allowable assignment (based on a 0.67 FTEF) for adjunct faculty counselors between the first day and final day of the fall semester and the first day and final day of the spring semester as defined in the District approved Academic Calendar shall be 703 assigned hours.

5.2.1.2 In exceptional cases, annualized FTEF assignments may exceed 67% (sixty-seven percent) or the maximum load value as established in the California Education Code upon recommendation of the school/program dean and approval of the appropriate vice-president and the Associate Vice Chancellor, Employee Relations.

5.2.1.3 All adjunct faculty may substitute on a day-to-day basis in classroom assignments without any change in their employment status (i.e. day-to-day substitution will not increase their assigned FTEF). Day-to-day substitution means substitute assignments of one or more days, consecutive or otherwise, when it is unclear when the original instructor of record will return. Classroom substitution cannot exceed 10 (ten) class meeting days per course assignment (CRN) during any one (1) academic semester without an FTEF load value being attached to the substitute faculty member's assignment.

Non-classroom substitution must be within the total number of hours approved in the Tentative Assignment Offer (TAO) for the semester. Substitute hours cannot exceed the total number of hours provided in the TAO and must be included as part of the assigned FTEF for the semester.

5.2.1.4 The District shall endeavor to ensure that non-classroom faculty should be scheduled for an assignment of at least three (3) hours duration on any day they are scheduled to report to a site.

5.2.1.5 Driving Distance

At the discretion of Management, employees shall be scheduled to minimize the amount of driving necessary to fulfill their work obligations.

5.2.1.6 Adjunct faculty shall be given written notice of their assignment as soon as practical once assignments have been determined by the appropriate manager. Any adjunct faculty member who is working in the current term but who is scheduled to be offered a lesser or no assignment at all in the upcoming term shall also be notified by the appropriate manager when notice is provided to the other adjunct faculty reporting to said manager.

5.2.1.7 Adjunct faculty members who have their class cancelled within 14 calendar days of the first class meeting date shall receive the equivalent of two weeks of pay for that assignment, provided they were not given an additional assignment to make up for the canceled assignment.

5.2.2 Priority of Assignment Status

AFT Guild, Local 1931 – SDCCD Faculty

Priority of Assignment (POA) is established based on hire date. The District will produce, maintain, and publish an updated POA seniority list.

5.2.2.1 An individual college adjunct faculty member's priority for assignment shall be determined by the date they were first hired within a specific discipline, and within the budgetary authority or control of each college. For Continuing Education, this priority of assignment will be applicable throughout all Continuing Education sites within the faculty member's current subject area (as defined by the Continuing Education catalog) and the faculty member's qualifications.

In case a tie for priority of assignment seniority date exists among adjunct faculty in the same discipline, the tie shall be broken by lot.

Adjunct faculty currently in the Priority of Assignment program as of the date of ratification of this Agreement shall have their seniority date reset to the date they were first hired within a specific discipline and within the budgetary authority or control of each college.

### 5.2.3 Eligibility for Priority of Assignment

5.2.3.1 Adjunct faculty who have completed six (6) semesters (excluding summer and intersession) of service within a six (6) year period within a specific discipline within a particular college will begin their participation in the priority of assignment process in that discipline.

Priority of Assignment rights shall automatically begin at the start of the seventh (7<sup>th</sup>) assigned semester. Those adjunct faculty who are either current contract or retired contract District employees are not eligible to participate in the priority of assignment program.

5.2.3.2 Upon initiation of POA rights (beginning of semester seven), the average FTEF load over the past two semesters (semesters five and six) shall be the minimum initial annualized POA FTEF load at which the faculty member will begin the POA program. Additional assignments and POA rights are delineated in 5.2.4. POA rights will continue to be based on an annualized FTEF load.

Example: if an adjunct faculty member has a 0.60 FTEF load in semester five, and a 0.40 FTEF load in semester six, then they have POA rights to a 0.50 FTEF annualized load beginning semester seven.)

5.2.3.3 Upon initiation of POA rights (beginning of semester seven), all assignments completed since fall semester, 1990 (without a break in service of eighteen (18) months or more), without an unsatisfactory

evaluation shall be included on the discipline list for which the adjunct faculty member has POA. Any assignments completed subsequent to gaining POA rights without a negative evaluation shall also be added to the adjunct faculty member's discipline list.

5.2.3.4 The discipline specific seniority list must be made available to any faculty member who requests it. The District must send to AFT a complete seniority listing of all POA adjunct faculty no later than June 1<sup>st</sup> of each year.

5.2.3.5 **Course Revision, Renumbering, and Replacement**

When current courses in an Adjunct Faculty member's discipline list are revised, renumbered, or replaced by a similar course, POA in the course shall be maintained when:

- A) The Curriculum Committee determines the course is equivalent to the prior version; or,
- B) The revised, renumbered, or replacement course includes a limitation on enrollment such that students are not allowed to retake the course under the new number.

When current courses in an Adjunct Faculty member's discipline list are revised, renumbered, or replaced by a similar course and the limitation on enrollment does not include the previous course, the new course shall not be added to the Adjunct Faculty member's discipline list until they have successfully taught the course under Section 5.2.3.3.

5.2.4 **Determination of Additional Assignments**

5.2.4.1 Prior to the first day of student enrollment/registration of each semester, after all tenured/tenure-track, pro-rata, and overload assignments have been made based upon program needs, adjunct faculty who have qualified for POA rights will be contacted via email by the appropriate manager and advised of the availability of additional assignments from their approved list. Based on seniority, adjunct faculty members with POA will be offered additional assignments from within their list of assignments in the discipline for which they hold the priority of assignment right. These additional assignments will be made following the adjunct faculty member's priority of assignment status as determined in 5.2.2 above. Nothing in this section shall preclude management from offering additional assignments for which the adjunct faculty member is qualified to be assigned, but outside of their previous list of POA assignments. In seniority order, adjunct faculty with POA rights who do

not have a maximum load shall be notified of additional assignments which become available after the first day of student enrollment/registration with as much advanced notice as is practicable.

If acceptance of an additional assignment increases a faculty member's annualized FTEF load, their POA rights to said load will be increased accordingly (up to the annualized maximum load). Any new assignments will also be automatically added to the adjunct faculty member's POA list of assignments.

These additional assignments may only be made from the pool of available adjunct assignments. Available adjunct assignments shall generally mean those assignments which have become available due to either enrollment growth or attrition of other faculty. Adjunct assignments which will NOT be considered as available include those assignments made available by adjunct faculty during a break in service as defined in Article 5.2.6.1 and 5.2.6.2 below, or tenured/tenure-track faculty on approved leave, reassigned time, or who have retired. Assignments made available due to retirement will become available if not filled by a new tenure-track hire within one (1) year.

- 5.2.4.2 Each semester, the District shall make reasonable efforts to increase adjunct faculty diversity towards addressing underutilization in race, ethnicity, gender identity, or ability status, as appropriate to the current demographics of the applicable department/discipline. To accomplish this goal, the appropriate manager may, at their option, exclude the greater of: ten percent (10%) of the total number of adjunct assignments (rounded to the nearest 0.20 FTEF) OR one (1) course section, OR eight (8) hours/week in a non-teaching area, from being selected by those adjunct faculty eligible for priority of assignments for the express purpose of hiring new adjunct faculty who have not previously held an assignment in the particular discipline during the past eighteen (18) months.
- 5.2.4.3 In the event that the above exclusion results in excluding all available adjunct assignments from selection by those adjunct faculty eligible for priority of assignments, a minimum of 0.20 FTEF must be made available, provided it was not the only 0.20 FTEF available.

#### 5.2.5 Reductions

- 5.2.5.1 In the event the percentage of FTEF assignment of an adjunct faculty member who has qualified for POA rights must be reduced due to program needs, the affected faculty member shall have the right to maintain their seniority and current percentage of FTEF assignment.

These faculty will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by an adjunct faculty member with less or no POA status.

The affected adjunct faculty member will then be offered an assignment within their approved list of assignments. The intended result of this process shall be to displace the faculty member with the least (or no) POA rights.

5.2.5.2 For credit faculty, in the event the above reduction must be made after the first day of instruction, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester.

For non-credit faculty, this displacement can occur at any time during the semester but only one time per each course cancellation from the faculty member's assigned load, and only within the faculty member's qualified subject area.

In either of the above cases, an adjunct faculty member displaced from an assignment will not lose their seniority nor POA FTEF load rights.

5.2.5.3 If an assignment is canceled, said cancelation shall be communicated to the adjunct faculty member via email within two working days of the cancelation. If said assignment is canceled after the assignment has commenced, the notice of cancelation must be communicated via both email and orally (voicemail is sufficient). If the cancelation occurs after the assignment has commenced, the adjunct faculty member shall be paid for all scheduled time worked up to that point in time, including any completed flex hours.

#### 5.2.6 Break in Service

5.2.6.1 Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, contraction of a discipline, etc.) will retain their accumulated FTEF/hours for a period of eighteen (18) months. Adjunct faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.

5.2.6.2 Adjunct faculty who decline all offered assignments will retain their accumulated FTEF/hours for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the appropriate Vice President. Adjunct faculty with POA and with District-paid benefits will have their benefits restored the first of the month following their return to service.

5.2.6.3 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Vice President, shall lose all POA rights and accumulated FTEF/hours within that discipline. Adjunct faculty who voluntarily decline a percentage of their offered assignments shall have their POA rights reduced by that percentage.

5.2.6.4 Adjunct faculty who retire from CALSTRS or CALPERS and who wish to continue teaching shall retain their POA rights as follows:

- 1) If an adjunct faculty member retires from CalSTRS and chooses to not work during the 180-day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will retain their POA status, provided they return to work during the semester immediately following the 180-day waiting period.
- 2) If an adjunct faculty member retires from CalSTRS and chooses to continue to work during the 180-day period as delineated in AB 340 (Chapter 296, Statutes of 2012), then said member will maintain their POA status uninterrupted.

5.2.6.5 POA faculty who have all or part of their assignment removed by management after a Tentative Assignment Offer (TAO) has been issued, and then decline a subsequent assignment offered to them, will not lose any POA rights within that discipline, unless such declination has taken place two or more semesters in a row.

#### 5.2.7 Termination

5.2.7.1 Adjunct faculty members who have not qualified for POA rights within a specific discipline within a college, shall have no re-employment rights within that discipline and may have their assignment terminated at any time. When the services of an adjunct faculty member are terminated for reasons other than lack of enrollment or availability of a suitable assignment, upon request, said faculty member shall receive a written statement of the reason for termination. Failure to receive such notice shall be grievable. However, the reason for such termination shall not be subject to the grievance process. Nothing herein is intended to deny an individual their rights provided by law.

5.2.7.2 Adjunct faculty members who have qualified for POA rights within a specific discipline within a college, may have their POA rights terminated at any time as a result of a finding that the adjunct violated provisions of the California Government Code, Education Code, Penal Code, federal or state regulatory agency,

applicable accrediting body requirements, District Board Policies, or the District Human Resources Manual. In cases of violations of the District Human Resources Manual, a previous written warning must have been provided to the adjunct faculty member. The reason(s) shall be provided in writing. Termination per this Section of the Article shall only be grievable by AFT.

- 5.2.7.3 Adjunct faculty members who have qualified for POA rights within a specific discipline within a college who receive an unsatisfactory evaluation (“needs development” is checked on the summary line of evaluation instrument) during any of their regularly scheduled evaluations (as defined in Article 15.1.14.1 of the Agreement) will be provided with a written plan of remediation which they will be expected to implement during their following semester of assignment. A subsequent evaluation will take place during this following semester of assignment, again following the procedure defined in Article 15.1.14 of the Agreement. If this subsequent evaluation is again unsatisfactory (as defined above), the adjunct faculty member shall not receive an assignment the following semester in the discipline within which they were evaluated. In addition, their POA rights will be terminated.
- 5.2.7.4 No open-entry/open-exit class shall be cancelled while a faculty member is using sick leave as defined under Article 11.2 (Sick Leave). Upon return from sick leave instructors will be employed with pay a maximum of two (2) weeks or up to five (5) class sessions, whichever is less, during which time appropriate class size must be established in order for the assignment to be continued.

### 5.3 Work Space

Adjunct faculty shall be provided with the opportunity to utilize general common area office space on each campus in order to meet students and to prepare and store instructional materials. As individual colleges and continuing education campuses expand and renovate existing facilities, they shall include adjunct faculty work areas in the formulation of their space allocation plans. Such work areas shall include at a minimum: a work station or table, a chair, a visitor's chair, nearby access to a phone, nearby access to a computer with internet and District network access, nearby access to a printer, and campus access to a scanner. Individual credit colleges and Continuing Education campuses shall consider adjunct faculty work areas in the formulation of their space allocation plans.

### 5.4 Adjunct faculty shall not be eligible for concurrent assignments in the credit college and continuing education programs. Exceptions must be approved by the appropriate Vice President from each of the credit college and College of Continuing Education.

5.5 Counselors will not be categorically precluded from an assignment which includes a combination of counseling and instructing personal growth courses.

5.6 Adjunct Faculty Priority for Tenure-Track Faculty Vacancies

Among the existing applicants for the position, at least four (4) adjunct faculty candidates, or all adjunct faculty candidates applying, whichever is less, shall be guaranteed an interview in recruitments for tenure-track vacancies.

In order to qualify for the guaranteed interview, the adjunct faculty member must have POA, must hold an active assignment in the discipline at the same college where the position is being advertised, have not received an “unsatisfactory” evaluation, and must meet the minimum qualifications and any other discipline specific or other local criteria as determined by the search committee for the position.

If there are more than four (4) adjunct faculty candidates who meet the above criteria, the search committee shall select the four (4) adjunct faculty candidates with the highest scores from the paper screening process to invite to the interview.

Adjunct faculty interview rights shall be applied by the Employment Department after the screening committee has completed its initial scoring.

## ARTICLE VI - WORKING CONDITIONS

- 6.1 The quality of working conditions is a shared responsibility between the District, AFT Guild, and each faculty member. All parties share a responsibility to maintain safe and healthy working conditions; identify, report, and address any issues negatively impacting working conditions in a timely manner; and utilize facilities and resources appropriately.
- 6.2 Each tenured/tenure-track college faculty member shall be provided with properly maintained, lighted, ventilated, and individually secured office space which shall include:
  - 6.2.1 A lockable door with key.
  - 6.2.2 One (1) desk with one (1) lockable drawer with key.
  - 6.2.3 One (1) desk chair.
  - 6.2.4 One (1) chair for visitors.
  - 6.2.5 One (1) lockable filing cabinet with key.
  - 6.2.6 Shelving for books.
  - 6.2.7 One (1) telephone with a separate line per faculty office including voicemail capabilities and the ability to place long distance calls within the United States relating to District business.
  - 6.2.8 A computer which meets current District standards for new equipment (which may, at the discretion of the District, be a desktop, laptop, or tablet device) with an email account meeting the current District standard, with internet and District network access, connected or networked to a nearby printer, and campus access to a scanner. For shared printers with the capability to have access codes (or a PIN), an access code for each faculty member shall be made available for printing confidential materials. The District shall ensure that all newly purchased shared printers have this capability where needed.
- 6.3 Personal property which is brought to the work site by faculty is done so at the faculty member's own risk. The District shall not reimburse the faculty member for loss or damage to personal property. Management may not move the location of a faculty member's office space, nor their personal property without prior consultation with the affected faculty member, except in exceptional cases when the faculty member is not reasonably available. Personal property which is not compatible with District policies, facilities, electrical systems, networks, and/or other resources provided by the District is prohibited.
- 6.4 A faculty lounge and cafeteria shall be maintained at City, ECC, Mesa, and Miramar. Each lounge and cafeteria shall be adequately furnished, properly maintained, quiet, and comfortable.

A minimum of one designated lactation room will be identified at each District location and will meet the standards required under California Labor Code, Division 2, Part 3, Chapter 3.8, Section 1031 and also Education Code 66271.9 when there is joint use by students. Reasonable efforts will be made to provide the use of an additional temporary

room or other location (other than a restroom) if a request is made by the unit member because the designated location is not in close proximity to the unit member's work area. Additional lactation rooms may be designated or added at the discretion of the District. The location of the designated lactation room shall be noted on campus maps.

6.5 The District shall provide necessary support services and equipment to faculty members in the carrying out of their instructional assignments. Services and equipment shall be provided in such a manner as to permit maximum availability and reasonable convenience to all faculty members. Support equipment shall be maintained and repairs shall be made within a reasonable time period. Services and equipment shall include, but are not limited to, the following:

- 6.5.1 Sufficient secretarial and/or clerical assistance for each department,
- 6.5.2 Audio-Visual equipment and media,
- 6.5.3 Laboratory assistance for academic and occupational labs as determined by the appropriate manager,
- 6.5.4 Duplicating services for all faculty performed in the shortest time possible, usually not to take longer than one (1) working day, except during the periods two (2) weeks preceding or two (2) weeks following the first and last day of instruction of each academic semester,
- 6.5.5 Emergency duplicating services sufficient to provide one (1) class set of materials on an on-demand basis,
- 6.5.6 Access to: A personal computer, meeting the current District standard, with full internet and District network access, including word processing and spreadsheet capabilities, connected or networked to a conveniently located printer; typing equipment, a test scanner, a FAX machine, and scanner.
- 6.5.7 Upon request of faculty who need assistance, unmanageable District equipment shall be delivered to all classrooms at all District locations.
- 6.5.8 Mail service for intra-district and professionally-related materials at the faculty member's main worksite.
- 6.5.9 A District email account. Although faculty cannot be required to use the District email account as their primary email account, the District shall only be obligated to send to the District issued email account. Faculty shall be allowed to forward emails from their District account to their personal email account. The District shall not restrict the lawfully permitted content of faculty emails. At the time of retirement, unit members shall be given the option of maintaining their District email account for six months following the date of retirement provided they do not indicate they will be returning to employment with the District. The District may deny or revoke access to its electronic mail when there is a substantiated reason to believe that violations of District policy, procedures, or law have taken place.
- 6.5.10 Computers and technology equipment for use in instructional activities, classrooms, counseling, library services, and other faculty work assignments must be current with all District standards and requirements, including performance and security features appropriate for the intended use of the equipment.

Technology equipment shall be replaced within standard District timeframes to ensure operational continuity and security.

- 6.6 Each unit member shall have access to parking at their District worksite. Parking spaces shall be provided for faculty with disabilities in accordance with the Americans with Disabilities Act. All necessary parking decals or stickers shall be provided by the District at no cost and shall identify faculty members as employees. Parking decals and stickers for unit members shall be supplied for three (3) year periods. Replacement parking decals or stickers will be issued for a fee equal to the student parking fee, except in the case of documented theft of vehicle, damage to decal or sticker, or sale of vehicle.
- 6.7 Tenured/tenure-track faculty shall attend all District meetings, functions, and activities which require the presence of the faculty member during their regularly scheduled on-campus workweek.
- 6.8 All classes shall be assigned to rooms and laboratories which can properly accommodate them and which are properly lighted, ventilated, equipped, and maintained.
- 6.9 When attendance is required at graduation ceremonies, the District shall furnish required academic attire at no cost to the faculty member.
- 6.10 In the event that the District orders the cancellation of a scheduled assignment due to a facility closure or disruption to services necessary for the safe and effective completion of an assignment (e.g. power, water, network, etc.), unit members shall be compensated without any loss in pay or use of accrued leave(s). Unit members required to work remotely due to a facility closure or disruption to necessary services shall be provided with the equipment necessary to perform their essential job functions. Unit members shall not be responsible for loss of productivity beyond their control while working remotely due to a facility closure or disruption to necessary services. Upon request of either party, the parties shall meet and negotiate the impacts and effects of any facility closures or service disruptions which last more than 30 consecutive calendar days during periods in which unit members are working.
- 6.11 Upon request, identification cards shall be issued to all faculty. The photo identification card shall be valid for three (3) academic years and shall be renewable.
- 6.12 The District shall continue its commitment to the concept and implementation of equal employment opportunity, diversity, equity, inclusion, and accessibility in the hiring and retention of faculty.

## ARTICLE VII - WORK LOAD

The professional obligation of academic employees comprises both scheduled and non-scheduled activities. The Guild and the District recognize that it is part of the professional responsibility of faculty to carry out their duties in an appropriate manner and place. As part of this responsibility tenured/tenure-track faculty are expected to play an important role in the recruitment and retention of students, campus and departmental governance, program review, accreditation, planning, and mentoring. Faculty commitment to retention will be demonstrated by informing students that they are to talk with the instructor prior to dropping the course. Faculty are encouraged to include a statement to this effect in their course syllabi.

While it is understood that course syllabi content falls within the purview of the individual faculty member's academic freedom, the parties understand that items required to be part of syllabi in order to maintain college accreditation must be included. Syllabi content must comply with all District policies; support accessibility for students of varying physical and mental abilities; and meet negotiated performance standards for cultural responsiveness, diversity, equity, inclusion, and accessibility in instruction.

Tenured/tenure-track faculty who have less than a full-time contract are not eligible to work any additional assignments including long-term substitution (day-to-day substitution is allowed provided the limits specified in Section 5.2.1.3 are not exceeded).

Faculty assignments shall be made in the following priority order: Tenured/tenure-track, pro-rata, overload, Priority of Assignment (POA) adjunct faculty assignments, then non-POA adjunct faculty. Subject to the preceding, upon request, (and provided their most recent evaluation has been rated as satisfactory or above) tenured and tenure-track faculty shall be provided up to 0.40 FTEF overload assignments within their current contract discipline when sections are available based on enrollment. With approval of the Chancellor, tenured and tenure-track faculty may be assigned beyond a 0.40 FTEF overload. Tenured/tenure-track classroom faculty may accept non-classroom hourly assignments as an overload without those hours counting toward their load. Tenured/tenure-track non-classroom faculty may accept non-classroom hourly assignments outside of their contractual discipline as an overload without those hours counting toward their load.

### 7.1 WORKDAY

#### 7.1.1 Work Site

Work site shall be defined as a college campus or any other place designated by management where instruction and/or services are performed.

#### 7.1.2 Teaching and Non-Teaching Faculty Members

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities which require the faculty member to be at an assigned work site or sites for no more than eight (8) consecutive clock hours on any day.

7.1.2.1 Exceptions must have the approval of the faculty member.

7.1.2.2 When a faculty member has assignments at several sites on the same day, travel time shall be considered part of the total workday.

7.1.3 The approved academic calendar will include Instructional Improvement (flex) days which apply to all tenured/tenure-track faculty teaching assignments. A minimum of 20 hours of flex activities are required annually. The flex days are “in lieu of instruction” and are designed for faculty to conduct staff, student, and instructional improvement activities (Title 5). The flex hour obligation shall be prorated to exclude any approved reassigned, non-instructional time.

Adjunct faculty shall have a flex obligation equal to the number of weekly assigned classroom hours for a full semester length class as stated in the college catalog. Example: a three hour per week lecture course as stated in the college catalog will have a three hour flex obligation, regardless of the term length of the course. Faculty with classroom assignments not on unit pay of duration greater than four weeks shall have the same flex obligation and will be paid for these additional flex hours on a timesheet.

7.1.4 The appropriate manager will notify each adjunct faculty member in writing at the time of hire of their flex obligation for the semester, if applicable. The faculty member will acknowledge in writing receipt of this notice. If the adjunct faculty member’s flex obligation has not been fulfilled and reported into the faculty flex system no later than the fifth (5<sup>th</sup>) working day before the end of each academic semester (independent project proposals need to be submitted for approval prior to the tenth (10<sup>th</sup>) working day before the end of each academic semester), the faculty member’s final pay warrant will be adjusted to reflect the missing hours.

Tenured/tenure-track faculty must have reported into the faculty flex system as completed their annual flex obligation no later than the fifth (5<sup>th</sup>) working day before (independent project proposals need to be submitted for approval prior to the tenth (10<sup>th</sup>) working day before) the end of the Spring semester or the faculty member’s final pay warrant will be adjusted to reflect the missing hours.

Tenured/tenure-track faculty may complete FLEX activities after the above listed deadline provided they have received approval and reported into the system as “completed” these activities prior to deadline.

7.1.5 At least 25% of a faculty member’s annual, optional, flex obligation should be activities reasonably related to cultural humility; culturally responsive practices

relevant to their work assignments; and/or enhancing diversity, equity, inclusion, and accessibility within the District.

## 7.2 WORKWEEK

### 7.2.1 General

Instruction and other services shall be scheduled on Monday through Saturday. All faculty, teaching and non-teaching, shall be expected to work a minimum of forty (40) hours per week. Saturday assignments may be made only with the consent of the faculty member.

The parties agree to permit FIPT 160 - INTRO TO OCEAN LIFEGUARDING (3.0 Units) to be taught by faculty members on Sundays at Miramar College. This is a non-precedent setting exception to the restriction on teaching classes on Sunday as stated below. This exception is for teaching one or more sections of this course only.

Nothing in this agreement authorizes the teaching of any other class on Sundays within the District.

### 7.2.2 Teaching and Non-Teaching Faculty Member

Each full-time teaching and non-teaching faculty member shall be assigned duties and/or responsibilities up to five (5) days in each full week that is part of the officially adopted calendar and/or the period of that faculty member's contract, for a total of not more than forty (40) clock hours per full week. Faculty members may schedule meals using their professional judgment so as not to interfere with scheduled duties.

### 7.2.3 Substitute Assignments

All substitute assignments shall be made by the appropriate manager. Faculty who will miss any portion of their scheduled assignment shall notify the appropriate manager as soon as practical.

## 7.3 COLLEGE FACULTY GENERAL ASSIGNMENT/LOAD REQUIREMENT

Under the direction and supervision of management, tenured/tenure-track faculty shall maintain on-campus hours and off-campus hours in accordance with the specific assignment/load responsibilities set forth in 7.4 and 7.5 below. Tenured/tenure-track faculty teaching less than full time shall maintain on-campus and off-campus hours on a prorated basis.

7.4 COLLEGE FACULTY WORKLOAD REQUIREMENTS - TENURED/TENURE-TRACK TEACHING FACULTY

7.4.1 Teaching faculty shall maintain a workweek schedule totaling forty (40) hours per week, including a minimum of thirty (30) hours per week on campus. The teaching faculty member's schedule will include an office hour each day/evening that a class is taught. Unit members shall post outside of their office door and submit to their dean their schedule of office hours no later than the end of the first week of their teaching assignment.

7.4.2 \*Teaching faculty shall be required to perform direct instructional activities and office hours at specific times and places as directed by or agreed to with an appropriate manager after consultation with the appropriate department or program chair (see table 7.4.4 below).

7.4.3 \*\*All tenured/tenure-track teaching faculty will perform "campus-assigned activities," as referenced in both the table 7.4.4 and text of this Section (7.4) of the Agreement. Those activities that are scheduled (as in the examples of program advisory board meetings, accreditation committee meetings, task-force meetings, and/or curriculum committee meetings), will be assigned at the discretion of management at specific times and places. Non-scheduled activities are more appropriately performed in a manner and place determined by the faculty member.

7.4.4 The mandatory forty (40) hours per week shall be distributed as follows:

WEEKLY TEACHING FACULTY HOURS DISTRIBUTION\*

Activity	Classroom Hours	Advisement Office Hours	Campus Assigned Activities	Off-Campus Non-assigned Activities	Total Hours
1. All Assignments	15	5	10	10	40
2. All Baccalaureate Program Assignments <sup>1</sup>	12	5	10	13	40

<sup>1</sup>Applies to upper division lecture and non-lecture assignments that are part of the curriculum in baccalaureate programs only.

\* 1) Combination of assignments (lecture/laboratory) shall be prorated on the basis of the above, using the "Instruction Hours" shown as the divisor in the prorating formula.

- \* 2) The appropriate Manager shall determine the assignments or combinations of assignments.
- \* 3) Work experience supervision shall be assigned as a percentage of load with each student as of the census date counting as .008 FTEF and 125 students as of the census date counting as one full-time faculty load.
- \* 4) Minor variations necessitated by scheduling problems may be adjusted over the course of an academic year. In instances where the variants are greater than 0.04 FTEF and cannot be adjusted within the academic year, the negative/positive FTEF will be accumulated over succeeding semesters until the faculty member's cumulative negative/positive equals an extra class. If not resolved within a two (2) year period or by the time of retirement/resignation, the balance owed to the District will be deducted from the faculty member's payroll warrant. If there is a balance owed to the faculty member within this period, it will be included in the faculty member's payroll warrant.
- \* 5) Faculty hours scheduled in tutorial centers may be in lieu of office hours or campus assigned activities on a one for one basis.
- \* 6) When computing FTEF, fractional portions of FTEF shall be treated as repeating decimals in those cases where the decimal equivalent repeats, e.g.; 1/3 FTEF equals 0.3333.... (repeating decimal) such that three sections of 1/3 FTEF each, sum to 1.0 FTEF exactly.
- \* 7) For faculty with online assignments, the on-campus instruction and on-campus office hour requirements shall be reduced proportionately, however these hours still need to be met.

#### **\*\* Campus Assigned Activities**

Campus-assigned activities, when appropriate, are assigned by management and may include (but are not limited to) the following: student advisement, instructional and prerequisite advising, committee meetings, faculty senate activities, curriculum development and revision, departmental meetings, voluntary club sponsorship, program advisory board meetings, accreditation committee meetings, task-force meetings, curriculum committee meetings, or other projects as assigned by management. Faculty will be expected to serve on a minimum of one (1) District or College committee. Since tenured/tenure-track faculty have on-site offices, they may conduct preparation for classes, grading papers, and recordkeeping in the office instead of at home.

#### **\*\*\* Off-Campus Non-Assigned Activities**

Teaching faculty off-campus activities may include student and non-student contact, preparation for teaching, District meetings, senate activities, in-service workshops,

approved recruiting and follow-up activities, professional development activities (including, but not limited to, research, projects, course work, conferences, and professional association service), and office paperwork.

7.4.5 Faculty members shall not be assigned online teaching assignments in excess of 0.67 FTEF unless exceptions are approved by the appropriate Vice President of Instruction.

HyFlex courses (see 7.13.2) are considered 100% on-campus for the purposes of this Article. Hybrid courses, regardless of the percentage taught on-campus, shall be considered 100% online for purposes of this Article.

The Vice President of Instruction shall send the AFT a written listing of said exceptions including the rationale for the exception, each semester.

7.5 **FACULTY WORKLOAD REQUIREMENTS - TENURED/TENURE-TRACK NON-CLASSROOM FACULTY**

7.5.1 Non-classroom faculty shall maintain a workweek schedule totaling forty (40) hours per week.

7.5.2 Non-classroom faculty shall be required to perform their assigned professional duties at specific times and places as directed by an appropriate manager after consultation with the appropriate department or program chair. Faculty will be expected to serve on a minimum of one (1) District or College committee.

7.5.3 It is also expected that all tenured/tenure-track non-classroom faculty will perform certain off-campus activities, as referenced below. Off-campus activities, as described below, are not specifically assigned by management.

7.5.4 In recognition of the importance of additional hours for off campus professional development activities, the mandatory forty (40) hours per week shall be distributed as follows:

Non-classroom faculty other than counselors: Thirty-three (33) hours assigned on campus and seven (7) hours off-campus for non-classroom activities. Upon mutual agreement of the unit member and the appropriate manager, the assigned workweek may vary from thirty-three hours, provided the average length of the workweek throughout the semester remains thirty-three hours.

Counselors: Thirty (30) hours assigned on campus and ten (10) hours off-campus for non-classroom activities. Upon mutual agreement of the unit member and the appropriate manager, the assigned workweek may vary from thirty hours, provided the average length of the workweek throughout the semester remains thirty hours.

Non-classroom faculty's off campus-activities may include student and non-student contact, District meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, classroom preparation for faculty with teaching assignments, professional development activities (including, but not limited to, research, projects, course work, conferences, and professional association service), and office paper work. These activities may not be submitted for consideration for salary advancement under the terms of Article VIII, Sections A4.3 – A4.7 of this Agreement.

## 7.6 COLLEGE FACULTY CLASS SIZE AND CLASS CANCELLATIONS

Decisions regarding class size and class cancellation shall be made by the appropriate manager after consultation with the department chair. Class section capacities shall be established and set prior to the beginning of class registration based on pedagogical best practices for the discipline.

English 101, 105, 205, and Philosophy 205 and all courses with a writing requirement of 6,000 words or more in the course outline of record will maintain a class size limit of 25 (twenty-five).

When scheduling Parent Education classes, the District will endeavor to schedule rooms with sufficient capacity to accommodate the enrolled students and children when they are required to be present.

## 7.7 WORK ASSIGNMENT FOR TENURED/TENURE-TRACK FACULTY

### 7.7.1 General

When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the professional training and experience of the faculty member, the classes to be taught, and the days and hours the classes assigned are to be scheduled. Resolution concerning schedule conflicts shall be made by the appropriate manager after consultation with the department chair and faculty member based on program needs. Whenever possible faculty shall be given written notice of their assignment thirty (30) calendar days prior to the first class period. Such notice shall contain the class or subject, hour and day, and location.

At the discretion of Management, employees shall be scheduled to minimize the amount of driving necessary to fulfill their work obligations.

### 7.7.2 College Faculty Consecutive Class Assignments

- 7.7.2.1 Consecutive lecture-discussion classes shall be limited to a maximum of two (2) class periods.
- 7.7.2.2 Consecutive laboratory or lecture-laboratory classes shall be limited to a maximum of four (4) hours.
- 7.7.2.3 Subject to agreement between the faculty member and management, these aforementioned limits may be waived.

#### 7.7.3 College Faculty Number of Preparations Assigned

- 7.7.3.1 The assignment for a teaching faculty member shall be limited to a maximum of three (3) different preparations during any semester.

Preparations shall be defined as a different catalog course number, course term length, or type of course modality (e.g. HyFlex, online, on-campus).
- 7.7.3.2 Subject to agreement between the faculty member and management, the number of preparations assigned may be increased. When this occurs the faculty member may be compensated by a reduced number of preparations during the following semester.

#### 7.7.4 Evening Assignment

- 7.7.4.1 Tenured/tenure-track faculty may be assigned duties during the evening hours.
- 7.7.4.2 When a faculty member is scheduled to work beyond the hour of 9:00 p.m. as part of the faculty member's regular contract assignment, no regular assignment will be made for the faculty member before 10:00 a.m. on the following day.
- 7.7.4.3 Subject to agreement between the faculty member and management, an assignment(s) may be made earlier than 10:00 a.m. the following day(s).

#### 7.7.5 Minimum Daily Assignment for Non-Classroom Faculty

Non-classroom faculty shall not be scheduled for an assignment of less than three (3) hours duration on any day they are scheduled to report to a site. Exceptions must have the approval of the Dean/Supervisor.

### 7.8 CONTINUING EDUCATION FACULTY WORKWEEK

#### 7.8.1 Workweek - Continuing Education Full-Time Instructors

AFT Guild, Local 1931 – SDCCD Faculty

Teaching: Twenty-five (25) hours in the classroom. Minor variations necessitated by scheduling problems will be adjusted over the course of two (2) academic years. If not adjusted by the time of retirement/resignation, the balance owed to the District will be deducted from the faculty member's final payroll warrant. If there is a balance owed to the faculty member at the time of retirement/resignation, it will be included in the faculty member's final payroll warrant.

Other Assignments: Five (5) hours per week of campus-assigned activities, when appropriate, are assigned by management, and may include (but are not limited to) the following: student advisement and classroom related follow-up activities, instructional and prerequisite advising, committee meetings, faculty senate activities, curriculum development and revision, departmental meetings, voluntary club sponsorship, program advisory board meetings, accreditation committee meetings, task-force meetings, curriculum committee meetings, or other projects as assigned by management. Faculty will be expected to serve on a minimum of one (1) District or College committee.

Preparation: Ten (10) hours per week on or off-campus at the discretion of the instructor.

#### **7.8.2 Workweek - Full-Time Non-Classroom as Assigned**

All assignments shall be forty (40) hours per week. On campus/off campus hours shall be assigned by the dean after consultation with the faculty member. On/off campus activities may reasonably include student and non-student contact, District meetings, Continuing Education meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, classroom instructor contact, professional development activities, and office paperwork.

#### **7.9 BEGINNING AND ENDING OF CLASS**

Teaching faculty members shall in all instances be at the assigned teaching station and be prepared to conduct instruction at the scheduled time for the beginning of each class. In the event a class is terminated before scheduled time of adjournment, written notice shall be given by the faculty member to management.

#### **7.10 COLLEGE CLASSROOM FACULTY OFFICE HOURS**

7.10.1 Faculty shall schedule their office hours to be convenient for their students and their own teaching schedules.

7.10.2 Faculty may reschedule office hours when approved by management.

7.10.3 Faculty may cancel office hours scheduled at the time of faculty meetings or other assignments directed by management.

7.10.4 A faculty member may, when approved by management, either increase or decrease the number of scheduled office hours during registration and/or examination periods.

7.11 SUMMER AND INTERSESSION EMPLOYMENT

7.11.1 Bargaining unit members shall be eligible for summer and intersession employment.

7.11.2 All summer and intersession employment shall be temporary and shall be paid for at the hourly rate of pay (see Article VIII, Section B/C for details).

7.11.3 Intersession for teaching assignments is defined to be that period between the last day of the fall semester and the first day of spring classes.\* Intersession for non-classroom assignments is defined to be that period between the last day of the fall semester and the first day of the following spring semester.

Summer session for teaching assignments is defined to be that period between the last day of the spring semester and the first day of fall classes. Summer session for non-classroom assignments is defined to be that period between the last day of the spring semester and the first day of the following fall semester.

Intersession or summer assignments will not count towards academic year (fall/spring) workload calculations.

\*All references to dates are those noted in the academic calendar.

7.11.4 Summer and intersession assignments shall be offered to tenured/tenure-track faculty and adjunct faculty with POA who have previously held the type of assignment being offered, who have not received an unsatisfactory evaluation in said assignment, prior to making an assignment offer to non-POA adjunct faculty. There shall be no priority order or seniority among tenured/tenure-track faculty and adjunct faculty with POA when making these summer and intersession assignments. The District shall not be obligated to offer a summer or intersession assignment to any faculty member if the faculty member in question has not previously held said assignment.

The District will endeavor to ensure that no college faculty member receives more than a 0.70 FTEF assignment during the summer session and no more than one assignment during intersession, unless a specific exception has been granted by the Dean with notification to the President and the appropriate Vice-President. This section shall not be grievable.

7.12 NON-CLASSROOM ASSIGNMENTS

- 7.12.1 For non-classroom faculty other than counselors, 11-month assignments shall consist of (194 X 6.6 hours/day =) 1280.4 assigned hours per year, up to a maximum of 194 days. 12-month assignments shall consist of (211 X 6.6 hours/day =) 1392.6 assigned hours per year, up to a maximum of 211 days.
- 7.12.2 For counseling faculty, 11-month assignments shall consist of (194 X 6.0 hours/day =) 1164 assigned hours per year, up to a maximum of 194 days. 12 month assignments shall consist of (211 X 6.0 hours/day =) 1266 assigned hours per year, up to a maximum of 211 days.
- 7.12.3 Such assignments will cover the period from July 1 to June 30 of each year and will be finalized prior to the preceding May 1. Ten-month non-classroom assignments shall be finalized prior to the preceding May 1<sup>st</sup> to reflect their work days during the upcoming fall/spring academic calendar year.

7.13 DISTANCE EDUCATION AND HYFLEX ASSIGNMENTS

- 7.13.1 Expanding student access, not increasing productivity or enrollment, shall be the primary determining factor when a decision is made to schedule a distance education or HyFlex course. There will be no reduction in force of faculty (as defined in Article XXIII of this Agreement) as a result of the District's participation in distance education. The District shall provide access to resources to assist students enrolling in HyFlex courses in utilizing technologies necessary to succeed in the course.
- 7.13.2 Courses considered to be offered as distance education shall be defined in accordance with the Board of Governors' Title 5 Regulations and Guidelines. Generally, this definition refers to courses where the instructor and student are separated by distance and interact through the assistance of communication technology (reference section 55200 of Title 5 California Code of Regulations). The determination of which courses in the curriculum may be offered in a distance education format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 California Code of Regulations.

It will be at the faculty member's sole discretion as to where they will be physically present to conduct distance education or remote work assignments, provided the location is an appropriate professional workspace providing stable technology performance, adequate confidentiality measures have been taken, and there is no reasonable expectation of in-person work assignments during the remote work assignment time period. Remote assignments may not exceed 0.67 FTEF unless an exception has been granted by the appropriate Vice President.

The faculty member of record's grading and attendance policies, including virtual attendance, will be determined by the faculty member, provided they fall within the parameters of the State Chancellor's Office Attendance and Accounting Manual.

The District may schedule courses to be offered in a hybrid high-flexibility "HyFlex" modality, which may include enrolled students in simultaneous in-person, synchronous online, and asynchronous distance education instruction. The District shall be responsible for ensuring courses offered in a HyFlex modality meet all applicable laws, regulations, and accreditation standards, including applicable provisions of Title 5 of the California Code of Regulations.

7.13.3 **Class Section Capacity**

Class section capacity for distance education or HyFlex courses shall be established prior to the beginning of the enrollment period for each course and shall be governed by the provisions of Article VII, Section 7.6, above. The average class size of a distance education or HyFlex class will be that expected of the same course scheduled on-campus.

7.13.4 The decision regarding whether or not to accept a distance education assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing a distance education or HyFlex assignments.

All HyFlex assignments must be voluntary. The Dean will communicate via email simultaneously to all department faculty the availability of HyFlex assignments. Tenured faculty may volunteer by contacting their Dean directly. Tenure-track and adjunct faculty may volunteer by letting their AFT Guild site representative know they are interested in this opportunity. The AFT Guild site representative will then let the respective Dean know of their interest. The foregoing language shall be included in the email sent from the Dean. The Dean will make the final determination of all assignments.

7.13.5 The District shall provide training, logistical, instructional, and technical support to faculty with distance education or HyFlex assignments to ensure proficiency, including accessibility and accommodations based on student physical and mental abilities and culturally competent instructional methods.

7.13.6 **REBROADCASTS AND RECORDINGS**

Prior to the rebroadcast of a distance education course for which a faculty member provided the primary means of instruction, the District and the affected

faculty member shall meet and negotiate the terms and conditions of the rebroadcast.

Upon registering for the course, the District shall provide notice to all students enrolled in a course offered through a distance education or HyFlex modality that any recording, rebroadcasting, sharing, copying, allowing unauthorized individuals to access course content and/or attend synchronous online course sessions, or any other use beyond appropriate instructional and learning activities, except as necessary to provide reasonable auxiliary aids and academic adjustment to a student with a disability as prescribed by law, is strictly prohibited and may lead to disciplinary action of the student for failure to comply.

Only registered students may attend the course or access the livestream of the course in accordance with District policy pertaining to enrollment in any class offered by the college.

Managers or peer faculty may not enroll as a student for purposes of monitoring the class or faculty performance.

#### 7.13.7 Compensation and Load

A distance education or HyFlex assignment will count toward the faculty member's load as would the comparable regularly scheduled, traditionally delivered, course assignment.

Unit members who are required to undergo training in order to accept a Distance Education assignment, or due to a change in the District's Distance Education delivery system, shall be allowed to submit such training for salary advancement.

Compensation for credit college faculty Distance Education assignments will be computed on the same basis as would the comparable regularly scheduled, traditionally delivered, on-campus course assignment.

Compensation and workload calculations for continuing education faculty Distance Education assignments will be determined based on the hours on the course outline of record.

Faculty with one or more HyFlex assignments shall be compensated 12 hours per assigned course for training and preparation time at their classroom hourly rate. These payments shall be made at the conclusion of the HyFlex assignment.

#### 7.14. OVERLOAD BANKING

7.14.1 Overload banking is a means by which tenured faculty members may earn load credit instead of salary for assignments that are beyond their 1.0 FTEF standard contractual assignment as defined in Article VII. Tenured faculty members may “bank” this credit so that it is retained over a designated period of time, for use during a future academic term (fall and spring semesters only) to receive a reduced load without loss of pay for their regular 1.0 FTEF assignment.

7.14.2 Tenured full-time faculty may be assigned up to an additional .40 FTEF per semester (fall and spring semesters only) as an overload. Unit Members who are given an overload assignment may elect to bank the greater of the FTEF of one Course Reference Number (CRN) or 0.20 of the overload assignment worked in any one (1) semester (fall and spring semesters only). If a unit member elects to bank an overload assignment, the unit member must make their intention known in writing to their immediate supervisor at as soon as possible however, prior to the first day of instruction of the semester during which the banking will take place.

7.14.3 A Unit Member may not accumulate more than 1.0 FTEF of a full semester workload.

7.14.4 A Unit Member may utilize banked time during a subsequent semester (fall and spring semesters only) for the purpose of a reduction in their 1.0 FTEF contract assignment, provided the reduction does not exceed the equivalent of 1.0 FTEF for that semester and equals at least the FTEF of one full CRN.

7.14.5 Banked leave time will be scheduled only for the full length of a semester (no leaves shall be taken for part of a semester only).

7.14.6 Overload assignments will not be allowed during the semester which the unit member is reducing their load, regardless of the level of the load reduction. Unit members taking a full semester off on a 1.0 FTEF banked leave will not be eligible to work any additional assignments in the District, including overloads, work paid through a stipend, or any other work in any type of hourly assignment.

7.14.7 Any unused banked time will be paid off at the current overload rate at the time of retirement or separation from District employment or if any portion of an accumulated 1.0 FTEF remains unused after three (3) years, the entire amount will be paid off in the subsequent semester, unless the unit member’s request has been denied as a result of the approval process defined in 7.14.9. In such case, the entire amount in the bank will be paid off three semesters following the last denial.

7.14.8 When on a banked leave the unit member’s Flex time requirement, office hours, and committee meeting obligations will be proportional to the remaining

contractual assignment for the semester. Being on a full 1.0 banked leave eliminates the contractual obligation for Flex time, office hours and committee/college service work during that semester.

7.14.9 Before banked time may be utilized for a reduction in load, unit members must comply with the following approval process:

- i. A unit member who wishes to utilize banked leave must submit a written request to the appropriate Vice President or designee by the preceding March 1 (for fall semester reductions) or the preceding October 1 (for spring semester reductions) and must include the percentage of leave reduction requested. The Vice-President will provide a written response to the request within 30 (thirty) calendar days of receipt of the request.
- ii. Banked leave will be granted only when the purpose is in accord with the provisions of this Article and the granting of leave will not be detrimental to the instructional program. Approval will also be based upon the ability of the college to obtain a suitable replacement for the unit member.
- iii. Approval for banked leave during a semester may be limited within a department when the granting of multiple leaves to multiple unit members may be detrimental to the instructional program or to the service of students.
- iv. The order of consideration of banked leave requests will be on a “first-come, first-served” basis.
- v. Unit members on a 50% full-year sabbatical may utilize banked leave to increase their compensation during the term of their sabbatical.

7.14.10 Benefits for unit members during a period of banked leave use will be provided by the District as if the unit member were in their regular 1.0 FTEF assignment.

7.14.11 Unit members who request to schedule banked leave at 1.0 FTEF will not be eligible to apply or take any other leave to extend an absence from the workplace longer than one semester.

7.14.12 Once approved, a unit member may not rescind their acceptance of the reduced assignment within 60 (sixty) calendar days prior to the first day of instruction of the semester during which the reduced assignment will take place.

## ARTICLE VIII - SALARY

San Diego Community College District  
**AFT Faculty Tenured/Tenured-Track Monthly Salary Schedule A**  
*Effective 1/1/2024*

	<b>Arts &amp; Science Placement</b>	<b>Masters per MQ*</b>	<b>45 Units w/MA</b>	<b>60 Units w/MA</b>	<b>75 Units w/MA</b>	<b>90 Units w/MA</b>	<b>105 Units w/MA or PhD</b>
	<b>Vocational Placement</b>	<b>BA+2 or AA+6 Professional Years Exp*</b>	<b>15 Add'l Units w/Class 1 Requirements</b>	<b>30 Add'l Units w/Class 1 Requirements</b>	<b>45 Add'l Units w/Class 1 Requirements</b>	<b>60 Add'l Units w/Class 1 Requirements</b>	<b>75 Add'l Units, w/BA Awarded</b>
<b>STEP</b>	<b>Class 0 Non-Credit</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>
<b>A</b>	\$6,248.85	\$6,567.28	\$6,895.64	\$7,240.42	\$7,602.44	\$7,982.57	\$8,381.70
<b>B</b>	\$6,420.68	\$6,747.88	\$7,085.27	\$7,439.53	\$7,811.51	\$8,202.09	\$8,612.19
<b>C</b>	\$6,597.26	\$6,933.44	\$7,280.12	\$7,644.12	\$8,026.33	\$8,427.64	\$8,849.03
<b>D</b>	\$6,778.70	\$7,124.11	\$7,480.32	\$7,854.34	\$8,247.05	\$8,659.40	\$9,092.38
<b>E</b>	\$6,965.11	\$7,320.03	\$7,686.03	\$8,070.33	\$8,473.85	\$8,897.54	\$9,342.42
<b>F</b>	\$7,156.65	\$7,521.33	\$7,897.39	\$8,292.26	\$8,706.88	\$9,142.22	\$9,599.33
<b>G</b>	\$7,353.46	\$7,728.16	\$8,114.57	\$8,520.30	\$8,946.32	\$9,393.63	\$9,863.31
<b>H</b>	\$7,555.68	\$7,940.69	\$8,337.72	\$8,754.61	\$9,192.34	\$9,651.96	\$10,134.55
<b>I</b>	\$7,763.45	\$8,159.06	\$8,567.01	\$8,995.36	\$9,445.13	\$9,917.39	\$10,413.25
<b>J</b>	\$7,976.96	\$8,383.43	\$8,802.60	\$9,242.73	\$9,704.87	\$10,190.11	\$10,699.62
<b>K</b>	\$8,196.32	\$8,613.98	\$9,044.67	\$9,496.91	\$9,971.75	\$10,470.34	\$10,993.86
<b>L</b>	\$8,421.71	\$8,850.86	\$9,293.40	\$9,758.07	\$10,245.98	\$10,758.28	\$11,296.19
<b>M</b>	\$8,653.31	\$9,094.26	\$9,548.97	\$10,026.42	\$10,527.74	\$11,054.13	\$11,606.84
<b>N</b>	\$8,891.28	\$9,344.35	\$9,811.57	\$10,302.15	\$10,817.25	\$11,358.12	\$11,926.02
<b>O</b>				\$10,585.46	\$11,114.73	\$11,670.47	\$12,253.99
<b>P</b>						\$11,991.40	\$12,590.97
<b>Q</b>						\$12,321.17	\$12,937.23
<b>R</b>						\$12,660.00	\$13,293.00
<b>S</b>						\$13,008.15	\$13,658.56

*\*As per the Minimum Qualifications for Faculty and Administrators in California Community Colleges as published by the State Chancellors Office. Quarter Units are converted into Semester Units.*

## ARTICLE VIII - SALARY

The procedures set forth in this section of this Agreement regarding salary schedule placement and movement, and the granting or denial of tenure and/or promotion are intended by the Guild and the District to be applied in such a manner that they will avoid arbitrary and capricious recommendations and decisions.

Calculation of Salary for Faculty Serving Less Than a Full School Year -- A divisor will be used in calculating salaries for tenured/tenure-track faculty serving less than a full college year. For 10-month faculty, this divisor shall be 175; for 11-month faculty, 194; for 12-month faculty, 211. Annual Salaries will be recalculated for service less than a full academic year based on California Education Code §87815. Any required adjustment shall be made within the first two pay periods or the final pay period. Residual payments will be paid in equal monthly installments until the end of the assigned academic year. A unit member who serves a complete semester shall receive not less than one-half of the annual salary for that position.

### **A1.0 APPLICABLE POSITIONS**

The following salary schedule rates and rules apply to tenured, probationary, and restricted contract classroom and non-classroom faculty.

### **A2.0 DEFINITION OF CLASSES**

To be considered for salary placement purposes, academic degrees, units, and experience must be related<sup>1</sup> to the field or discipline in which the faculty member is assigned. Upon a change in the unit member's primary discipline of assignment, the unit member may request a review of applicable degrees and/or experience by submitting the unit member's relevant transcripts/documentation to the unit member's campus professional development committee. Academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education<sup>7</sup>. Academic degrees from unaccredited domestic colleges and universities will be accepted only if a registrar of a regularly accredited institution of higher education<sup>7</sup> certifies that the degree in question is the equivalent of an earned academic degree granted by their institution (see footnote 5 for foreign degrees). In addition, academic degrees and units earned from an institution prior to its accreditation may be considered for salary placement and advancement upon application for such credit, and only if such course work was either (1) completed during that institution's candidacy for accreditation, or (2) earned prior to candidacy, but has been certified by the institution as substantially equivalent in content and instruction as those offered under accreditation.

Official transcripts are to be delivered unopened and sealed to the hiring manager or SDCCD/Human Resources. Electronic transcripts which can be directly accessed from the accredited institution by SDCCD are also acceptable. Work experience must be verified on the appropriate form by: (1) previous employer; or (2) submission of

Schedule C or 1099 tax returns, or written verification from tax preparer; or (3) Military DD214; or (4) other related official documents relating to the assignment.

**A2.1 Arts and Sciences Faculty Description of Classes for Disciplines where a Master's Degree is Generally Expected or Available (as per the Minimum Qualifications for Faculty and Administrators in California Community Colleges as published by the State Chancellor's Office)**

A2.1.0 Class 0 Applies to non-credit faculty only. Non-credit faculty must meet statewide minimum qualifications as per Title 5 §53412 for non-credit programs in order to receive an assignment.

A2.1.1 Class 1 Master's degree or equivalent foreign degree<sup>5</sup>, in the discipline of the faculty member's assignment; OR, a master's degree from an accredited institution, or equivalent foreign degree<sup>5</sup>, in a discipline reasonably related<sup>1</sup> to the faculty member's assignment and a bachelor's degree from an accredited institution, or equivalent foreign degree<sup>5</sup>, in the discipline of the faculty member's assignment; OR, equivalent qualifications, as established by the campus Academic Senate's equivalency procedures.

A2.1.2 Class 2 Minimum qualifications required for Class 1 placement with a total of 45 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.

A2.1.3 Class 3 Minimum qualifications required for Class 1 placement with a total of 60 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.

A2.1.4 Class 4 Minimum qualifications required for Class 1 placement with a total of 75 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.

A2.1.5 Class 5 Minimum qualifications required for Class 1 placement with a total of 90 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or graduate work after the date of the bachelor's degree.

A2.1.6 Class 6 Earned Ph.D., Ed.D., OR minimum qualifications required for Class 1 placement with a total 105 semester units (or equivalent quarter units) of approved<sup>2</sup> upper-division or

graduate work after the date of the bachelor's degree; OR, a second master's which was approved by the appropriate College professional development committee prior to June 30, 1989.

**A2.2 Vocational Faculty Minimum Qualifications for Faculty in Disciplines where a Master's Degree is not Generally Expected or Available**

A2.2.0 Class 0 Applies to non-credit faculty only. Non-credit faculty must meet statewide minimum qualifications as per Title 5 §53412 for non-credit programs in order to receive an assignment.

A2.2.1 Class 1 Associate degree or equivalent foreign degree<sup>5</sup> and other professional experience<sup>6</sup> that totals a minimum of six (6) years plus the appropriate license or certificate if required for that discipline<sup>1</sup>; OR Bachelor's degree or equivalent foreign degree<sup>5</sup> and other professional experience<sup>6</sup> that totals a minimum of two (2) years plus the appropriate license or certificate if required for that discipline<sup>1</sup>; OR, equivalent qualifications, as established by the campus Academic Senate's equivalency procedures.

A2.2.2 Class 2 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty met the qualifications required for Class 1 placement which totals fifteen (15) units.<sup>4</sup>

A2.2.3 Class 3 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty met the qualifications required for Class 1 placement which totals thirty (30) units.<sup>4</sup>

A2.2.4 Class 4 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty member met the qualifications required for Class 1 placement which totals forty-five (45) units.<sup>4</sup>

A2.2.5 Class 5 Any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty member met the qualifications required for Class 1 placement which totals sixty (60) units.<sup>4</sup>

A2.2.6 Class 6 Bachelor's degree and any combination of approved<sup>2</sup> semester units (or equivalent quarter units) and/or years of approved<sup>3</sup> additional related work experience after the date the faculty member met the qualifications required for Class 1 placement which totals seventy-five (75) units.<sup>4</sup>

A3.0 INITIAL SALARY STEP PLACEMENT

Initial salary placement of newly employed faculty shall be at step C in the appropriate class of the salary schedule.

A4.0 SALARY STEP AND CLASS MOVEMENT SUBSEQUENT TO INITIAL DATE OF HIRE

For unit members hired from January 1 through June 30 on an 11 or 12 month contract their first step increment will be the following January 1. For unit members hired from January 1 through June 30 on a 10 month contract their first step increment will be the following February 1.

For unit members hired from July 1 through December 31 on an 11 or 12 month contract their first step increment will be on January 1 after completing one (1) full year of service. For unit members hired from July 1 through December 31 on a 10 month contract their first step increment will be on February 1 after completing one (1) full year of service.

One (1) full year of service for purposes of step advancement shall be defined as being in paid status for at least seventy-five percent (75%) of the assigned academic year. Subsequent step movements will occur on January 1 for 11- and 12-month contract unit members and will occur February 1 for 10 month contract unit members.

Faculty whose most recent evaluation is less than satisfactory will be frozen at their current step.

A4.1 Educational Plans for Salary Class Advancement (Professional Development) – Each faculty member desiring to take college/university course work or participate in work experience and/or undertake any scholarly or creative works for salary class advancement purposes shall submit a Professional Development Proposal to the Campus Professional Advancement committee through the appropriate department/program chair and manager for approval outlining the objectives of their proposed plan, the types of course work, degrees, or credentials sought, and the institution from which the work will be taken or in which work experience will be gained. Faculty are not required to receive prior approval before completing work for salary advancement (except as required by the Vice-

President as denoted in section A4.3), but are encouraged to receive prior approval to ensure that their efforts will qualify.

A4.2 Transfer from Lower to Higher Class – Salary Class Advancement and Timelines

When a unit member has qualified for advancement to a higher class, has submitted the required forms and verification (professional development plan, any revisions, report of completion, work experience or workshop verification, official transcripts and appropriate signatures) through the campus process to Human Resources and these documents have been accepted by Human Resources, the faculty member shall be transferred to the corresponding step of the new class.

Faculty members who have all required documents approved by the appropriate campus Professional Advancement Committee shall have their salary advancement take effect the first of the month following approval by the Professional Advancement Committee.

A4.3 Course Work Acceptable for Salary Class Advancement – For all faculty, units

must be approved by the appropriate campus Professional Advancement Committee and must be related to the faculty member's faculty service area (FSA). Coursework not directly related to the faculty member's FSA but related to meeting the minimum qualifications of another discipline or FSA may also be approved by the appropriate campus Professional Advancement Committee provided pre-approval is obtained from the appropriate Vice-President.

Credits shall be allowed from upper division or graduate courses in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in the armed forces will be allowed only when verified by official transcripts issued from regularly accredited institutions<sup>7</sup>. Course work<sup>7</sup> taken to satisfy the unit member's FLEX obligation may also be used for salary advancement.

For all purposes of salary advancement as a result of taking a course, a passing grade for that course to count for salary advancement shall mean a grade of "C" or above. For coursework taken on a credit/no-credit, pass/no-pass, or similar type of non-letter graded system, the determination of whether or not the passing grade shall be deemed as a "C" or above shall be based on the equivalency rules in place at the institution where the coursework was taken. The unit member shall be responsible for obtaining and submitting this documentation if not already provided on the official transcript.

A4.3.1 The greater of six (6) lower division units or two (2) courses may be allowed upper division credit (toward one class movement only) for purposes of transfer to a higher classification, provided that all of the following requirements are met:

- A4.3.1.1 That such lower division work is taken subsequent to employment by the San Diego Community College District in a faculty position.
- A4.3.1.2 That such courses are approved by the appropriate campus committee and the appropriate dean for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.
- A4.3.1.3 That all such lower division work must be taken at some institution other than one of the San Diego community colleges.

**EXCEPTIONS:**

- i. Vocational faculty (other than continuing education adjunct faculty) enrolled in programs leading toward an associate's or bachelor's degree in a field or discipline in which the faculty member is assigned may receive salary credit for all lower division courses from any accredited institution provided written approval is obtained from the faculty member's campus Vice-President and campus Professional Advancement Committee prior to enrollment.
- ii. Lower division courses in disciplines other than foreign languages or computer-related technologies may be taken within the San Diego Community College District provided written, prior approval is obtained from the appropriate Vice-President.
- iii. Courses taken in the fields of foreign languages; computer-related technologies; or topics reasonably related to cultural competencies, diversity, equity, inclusion, and accessibility may be taken within the San Diego Community College District without prior approval from the appropriate Vice-President.
- iv. In addition to the six (6) lower division units or two (2) courses provided above, a faculty member will be allowed up to six (6) additional lower division units or two (2) additional courses taken in the disciplines of foreign language; computer related technologies, or topics reasonably related to cultural

competencies, diversity, equity, inclusion, and accessibility.

A4.3.2 Credit may be allowed for a repeated course provided at least five (5) years have elapsed between the completion dates of the two (2) courses. Courses are not considered duplicate courses if they are taken at different schools under different faculty even though the course titles may be similar, or as part of a thesis or dissertation research program of study. Repeated course numbers and titles at the same school that are not part of a thesis or dissertation are not considered repeated if the course content identified within the course description differs between semesters and is submitted through the Professional Advancement Committee for approval prior to enrollment.

A4.3.3 For purposes of salary reclassification, the total number of semester units shown on official transcripts will be rounded to the next larger whole semester unit only if the fraction is 1/2 or larger; e.g., 29-1/2 semester units will be counted as 30 semester units.

A4.3.4 Professional development activities (e.g.; conferences, workshops, scholarly & creative works) submitted for salary advancement must be completed on the faculty member's own time.

Thirty (30) hours of conferences/workshops/seminars equals one (1) semester unit. Fifteen (15) hours as a presenter at a conference/workshop/seminar equals one (1) semester unit. The maximum number of hours allowed for any one particular conference may not exceed the total number of hours for which the conference was scheduled. Proof of conference registration and a full copy of the conference schedule shall also be required to be submitted for approval. See Section A4.5 for unit equivalencies for scholarly and creative works.

**A4.4 Salary Credit for Work Experience or Internship**

A maximum of eight (8) units (thirty (30) hours of work experience/internship equals one (1) semester unit) of salary credit, shall be allowed for approved work experience or internship during a faculty member's advancement across the salary schedule, provided (a) the experience was outside of the academic year (b) the experience is directly related to the field(s) in which the faculty member is rendering service; or (c) the work is of such nature as to provide a substantial increase in the faculty member's skill in or knowledge or understanding of their work.

Vocational **adjunct** faculty may have additional work experience re-evaluated for class placement purposes up to a maximum placement of Class 6. Work

experience is defined as experience directly related to the field(s) in which the faculty member is rendering service; or the work is of such nature as to provide a substantial increase in the faculty member's skill in or knowledge or understanding of their work.

**A4.5 Scholarly and Creative Works** -- Credits for salary class advancement may also be earned through scholarly works and creative endeavors. Some of the activities listed in this section are an integral part of the faculty member's assignment and will be considered under professional development only in extraordinary circumstances, as determined by the appropriate campus Professional Advancement Committee.

A maximum of seven and one half (7-1/2) units of creative and scholarly works may be applied toward each salary class advancement.

**A4.5.1** Semester unit credit equivalencies of between one (1) and seven-and-one-half (7.5) units may be granted if the following criteria are met:

**A4.5.1.1** The work has been validated by a reputable agency/professional source/public exhibit. Examples of reputable validation include but are not limited to: Professional organization/guild; publisher with an editorial board or another juried process of selection; juried show; purchase of the product by industry; patent; public performance or exhibition; award by a professional organization; and,

**A4.5.1.2** The work promotes excellence in the classroom and/or the instructional support area; and,

**A4.5.1.3** The work has not been compensated already by the District (sabbaticals are not considered compensation); and,

**A4.5.1.4** The work is reasonably related to the faculty member's discipline/FSA(s); and,

**A4.5.1.5** The work accomplishes one of the following:

- It advances the field of study; or
- It makes a contribution to the discipline; or,
- It demonstrates originality and/or innovation; or,
- It brings recognition to the District.

**A4.5.2** The work must be performed on the faculty member's own time, not on a District assignment, and not using District equipment or supplies, facilities, or personnel, and must directly contribute to the instructional programs.

A4.5.3 The awarding of units for scholarly and creative works is limited to projects which have the approval of the appropriate Department Chair, manager and the campus Professional Advancement Committee. Quality is to be assured by both reputable validation (as described in A4.5.1.1 above) and the Committee's judgment reached either with or without review by Committee-designated experts. Work which the Committee considers to be of insufficient quality shall be rejected.

Rejection may be appealed by the faculty member to the Committee on Academic Personnel (CAP) within thirty (30) calendar days of receiving the notice of rejection. CAP will review the action and the statements of all appropriate parties and shall make a recommendation to the Chancellor who shall make the final determination. When an appeal is successful, the salary advancement shall be effective retroactively to the date it would have been implemented had the initial request been approved by the PAC.

A4.5.4 The following examples of work and the possible range of units awarded for it are not intended to supplant the judgment of the appropriate Campus Professional Advancement Committee but are to serve only as guidelines. Within each unit range, the exact determination of credit to be awarded will be based upon the Campus Professional Advancement Committee's judgment of the **quality** of the work (not hours logged):

A4.5.4.1 One (1) to seven-and-one-half (7-1/2) units: Novel, biography, extensive textbook, symphony, one-person art/craft exhibition, product design, performing arts production, or other similar works;

A4.5.4.2 One (1) to four (4) units: Professional paper, article, short story, song, placing in a juried art/craft exhibition, other exhibition, training or faculty member's manual, software program, or similar works.

Faculty members may challenge the Campus Professional Advancement Committee (PAC) on the number of units awarded by appealing to the Committee on Academic Personnel (CAP). The CAP will review the PAC's award and rationale and will review a written challenge by the faculty applicant. CAP then will make a recommendation to the Chancellor who shall make the final determination.

A4.5.5 Other examples of appropriate scholarly and creative works include but are not limited to:

- A4.5.5.1 Consultancy to other educational institutions, lectures to professional organizations on topics reasonably related to one's assigned field;
- A4.5.5.2 Publication of printed or web published manuals, textbooks, articles, books of critical studies/essays, formal papers;
- A4.5.5.3 Fiction/non-fiction plays, poems, screenplays, teleplays, chapbooks, reviews, anthologies, annotation of a text, indexes, atlases;
- A4.5.5.4 Song, instrumentals, octavo choral work, chamber ensemble work for chorus, orchestra or band, work for an orchestra, symphony, oratorio, opera, musical;
- A4.5.5.5 Films, theater or media activities;
- A4.5.5.6 Exhibits of arts or crafts (examples may include painting, sculpture, photography, ceramics);
- A4.5.5.7 Creation of models, mock-ups, or simulations;
- A4.5.5.8 Creation of a product or process for increasing production efficiency in industry or business.

#### A4.6 Tenure Guidelines

##### A4.6.1 Statement of Purpose

The Guild and the District agree that the period during which prospective members of the permanent faculty of the San Diego Community College District are reviewed for tenure is understood best as a continuation of the search and selection process. In fact, the parties regard the tenure recommendation made to the Chancellor and the Board of Trustees as even more important than the initial decision to hire. The parties affirm that tenure review by faculty and administrators must be a careful and thorough process, since it is one which will result in a decision crucial to the faculty member's professional future and to the future quality of our academic programs. Consequently, tenure decisions generally will be made at the end of the fourth (4th) probationary year, except in cases of rare and compelling circumstances. A faculty member must have served in paid status (includes half-salary sick leave) seventy-five percent (75%) or more of the number of days in

the assigned academic year in order to have that year count as a year served.

A4.6.2 Standards for Tenure (at the end of four (4) full probationary years)

- A4.6.2.1 The candidate shall have achieved competent performance in classroom teaching and/or in the development, coordination, and implementation of student services activities, and in carrying out other responsibilities specified in the appropriate position announcement.
- A4.6.2.2 The candidate shall have demonstrated respect for student rights and consistent attempts to meet student needs.
- A4.6.2.3 The candidate shall have demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly-agreed-upon ethics of the teaching profession, as defined in the American Association of University Professors' "Statement on Professional Ethics" (as amended and adopted by the Academic Senate for California Community Colleges).
- A4.6.2.4 The candidate shall have demonstrated sensitivity to the issues of diversity.
- A4.6.2.5 The candidate shall have demonstrated continued currency in their discipline or non-classroom area of assignment, plus evidence of professional growth.

A4.6.3 Evaluation and Recommendation

- A4.6.3.1 Evidence of competence, respect for student rights, respect for colleagues and the ethics of the teaching profession, sensitivity to the issues of diversity, currency, and realization of professional growth shall be obtained from a careful analysis of administrative evaluations, peer evaluations and student evaluations over a period of time, and from a critical reading of materials submitted by the candidate. Recommendations regarding tenure shall be based upon this evidence alone.
- A4.6.3.2 The effective recommendation regarding the candidate's performance shall be made by their Evaluation Committee, under the provisions of Article XV of this Agreement.

A4.6.4 Standards for Early Tenure (at the end of two (2) full probationary years)

The candidate shall have demonstrated performance which **exceeds standards** in the areas described in A4.6.2 above. The effective recommendation regarding the candidate's performance shall be made by their Evaluation Committee, under the provisions of Article XV of this Agreement. A decision not to grant early tenure is neither grievable nor appealable.

A4.6.5 Standards for Early Tenure (at the end of one (1) full probationary year)

The candidate shall have demonstrated **exceptional performance** in the areas described in A4.6.2 above. The effective recommendation regarding the candidate's performance shall be made by their Evaluation Committee, under the provisions of Article XV of this Agreement. A decision not to grant early tenure is neither grievable nor appealable.

A4.6.6 Additional Requirements for the Granting of Early Tenure

In addition to the performance requirements specified in A4.6.4 and A4.6.5 above, the candidate's Evaluation Committee must offer clear and compelling reasons for the granting of early tenure (after **either** one (1) year or two (2) years).

A4.6.7 Tenure and Promotional Review Committees

A Tenure and Promotional Review Committee shall be established by each of the three college Academic Senates following the guidelines in Article 15.1.9.8.

A4.7 Promotions: College Faculty Only

A4.7.1 Definition

Promotion, under the terms of this agreement, shall mean advancement in academic rank.

A4.7.2 General Policies

It is expected that given careful screening and recommendations by hiring committees, and serious tenure review by faculty and administrators, tenured faculty will advance ultimately to the rank of Professor, providing they meet required performance standards. Budgetary constraints shall not direct the process of promotion. The aim

of peer evaluation and promotional review shall remain always to foster professional growth and teaching excellence.

A full year of service is defined as having served in paid status (includes half-salary sick leave) seventy-five percent (75%) or more of the number of days in the assigned academic year, unless expressly contraindicated by another article of this Agreement, or state or federal law. In any case, faculty eligible for promotion shall be expected to meet or exceed the promotional standards outlined in this Article in order to be promoted.

#### A4.7.3 General Standards

An Assistant Professor will be competent to teach in a particular field, will be current in the literature of that field, and will seek to meet student needs in both the classroom and in non-classroom environments. However, an Assistant may be a junior member of the academic community, with little professional and/or teaching experience. Furthermore, an Assistant may have little experience in curriculum development, committee work, governance, professional and/or community service, etc. In short, an Assistant Professor generally will be new to *tenure-track* college teaching.

For eligibility for promotion from Assistant to Associate Professor, the candidate must have served a minimum of four (4) years at the rank of Assistant Professor and must show evidence that they have grown professionally and consistently has sought to meet student needs, in both the classroom and in non-classroom environments. A successful candidate for the rank of Associate Professor will have remained current in the field and will have improved their teaching in some demonstrable way. They also will have demonstrated professional growth in one or more of the following ways: completion of additional appropriate course work (if applicable), attendance at professional conferences, service on campus and/or District committees, professional and/or community service, or, the production of some creative work. Evidence of professional growth will be drawn from a careful analysis of student evaluations and peer evaluations over a period of time, and from a critical reading of materials submitted by the candidate.

For promotion from Associate to Professor, the candidate must have served a minimum of four (4) years at the rank of Associate Professor, and must show evidence that they have grown professionally to a point where they have mastered both a particular field of knowledge and the teaching of that knowledge. A successful candidate must show evidence that they consistently have sought to meet student needs, in both the classroom and non-classroom environments. A Professor should be a

senior member of the faculty, one who has such substantial experience, knowledge, and skill that they could mentor junior faculty in their area of expertise. A Professor will have demonstrated all the same kinds of achievements and attributes necessary for promotion to the Associate Professor rank, but in addition will demonstrate that they are a leader in some appropriate sense. Evidence of professional growth and leadership will be drawn from a careful analysis of student evaluations and peer evaluations over a period of time, and from a critical reading of materials submitted by the candidate.

A4.7.4 Professional Evaluation

Each faculty member who is eligible for or applying for promotion must be evaluated according to the terms of Article XV of this Agreement.

A4.7.5 Salary Impact

A4.7.5.1 The awarding of a promotion to the rank of Associate Professor and/or Professor will result in a special one-step advancement on the salary schedule effective September 1st, in addition to any step advancement to which the faculty member may be entitled under the provisions of A4.1.

A4.7.5.2 An unappealed or a sustained denial of promotion to Professor will cause the faculty member's salary to be "frozen" at their current step until a favorable promotional decision is granted, effective the following September 1<sup>st</sup>.

A5.0 HIRING OF NEW FACULTY

New and vacant college faculty positions shall be offered at the Assistant Professor level. New and vacant continuing education faculty positions shall be offered as Continuing Education Instructors.

A6.0 COMMITTEE ON ACADEMIC PERSONNEL (CAP)

The Committee on Academic Personnel will review and make recommendations to the Chancellor in matters identified herein concerning the tenure-track contract renewal, tenure, and promotional appeals of probationary and/or tenured faculty, and the awarding of credits for salary class advancement through scholarly and creative works endeavors. The Committee on Academic Personnel also will review and make recommendations to the Vice Chancellor, Human Resources in matters identified herein concerning salary placement and salary class advancement. The Committee on Academic Personnel will discharge the responsibilities detailed in A2, A3 and A4 above, and in A6.2 and Article XV below.

### A6.1 Composition

No later than December 1st of each year, the composition of this Committee shall be established as follows:

Chairperson (and one alternate) - designated by the Chancellor	1
Representative - designated by each Faculty Senate	4
Representative - designated by each President	4
Representative - designated by AFT Guild	1
	10

The Chairperson cannot be from the same college as the appellant.

### A6.2 Responsibilities

The Committee shall have the following responsibilities and others as may be assigned by the Board of Trustees or the Chancellor in consultation with the AFT Guild:

- A6.2.1 Develop, review, and maintain standards for the renewal, appointment, and promotion of probationary and tenured faculty consistent with the terms of this Agreement.
- A6.2.2 Review faculty appeals of tenure-track contract renewal, tenure, and promotional denials, and make recommendations to the Chancellor.
- A6.2.3 Review faculty appeals of the District's determination of the relatedness of degrees and/or units credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.
- A6.2.4 Review faculty appeals of the District's denial of upper-division or graduate work credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.
- A6.2.5 Review faculty appeals of a campus Professional Advancement Committee's denial of upper-division or graduate work credited for salary class advancement, and make recommendations to the Vice Chancellor, Human Resources who shall make the final determination.
- A6.2.6 Review faculty appeals of the District's determination of work experience credited for initial salary placement, and make recommendations to the Vice Chancellor, Human Resources.

- A6.2.7 Review faculty appeals of a Department Chair's, Dean's, campus Professional Advancement Committee's, or campus President's rejection of scholarly and creative works proposals and make recommendations to the Chancellor.
- A6.2.8 Review faculty challenges to the number of units awarded to a scholarly and creative works proposal by a campus Professional Advancement Committee and make recommendations to the Chancellor.

A7.0 UNDERPAYMENT OR OVERPAYMENT

Proper salary class and step placement is a joint responsibility of the faculty member and the District. Faculty are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Faculty suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Human Resources office immediately.

In the event of underpayment or overpayment in a faculty member's compensation, the following procedures shall control and be applicable only if the faculty member, or AFT, on its own behalf, and on behalf of the affected faculty member, agrees upon the fact and amount of underpayment or overpayment, and upon use of these procedures:

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected faculty member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the faculty member.

In cases of overpayment, the faculty member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the faculty member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected faculty member's gross pay for that month, said deduction shall be limited to five percent (5%) of the faculty member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

A8.0 EXTENDED SERVICE UNITS

Extended service payments are payments by the District to faculty who are assigned only to the specific activities as delineated in this Agreement. All other extra-contractual non-

classroom assignments must be paid at the unit member's non-classroom hourly rate of pay for all hours worked unless specifically stated otherwise in this Agreement.

Extended service units are units of value for each extended assignment as listed below. Effective January 1, 2023, the value of one extended service unit is \$1,117.21. This value shall increase regularly by the same percentage equal to the available COLA per the RAF for the Unit.

The assignment of extended service units shall be as follows:

Each sport (men/women) shall have one Head Coach. The number of Extended Service Units for a Head Coach shall be twelve (12) per fiscal year. The ESU's may only be assigned and paid to the Head Coach, and may not be shared among any other coaches or assistants. The payments shall be distributed as follows:

Head Coaches (12 ESUs annually):

Fall sports: Fall 8 ESUs; Spring 4 ESUs

Basketball: Fall 6 ESUs; Spring 6 ESUs

Spring Sports: Fall 4 ESUs; Spring 8 ESUs

Each sport (men/women) shall have a number of Assistant Coaches according to the table below. The number of Extended Service Units for an Assistant Coach shall be six (6) per fiscal year. The ESU's may only be assigned and paid to the Assistant Coach, and may not be shared among any other coaches or assistants. The payments shall be distributed as follows:

Assistant coaches 6 ESUs:

Fall sports: Fall 4 ESUs; Spring 2 ESUs

Basketball: Fall 3 ESUs; Spring 3 ESUs

Spring Sports: Fall 2 ESUs; Spring 4 ESUs

<u><b>SPORT</b></u>	<u><b>NUMBER OF ASSISTANT COACHES</b></u>
Badminton	1
Baseball	3
Basketball	2
Cross Country	1
Football	8
Soccer	3
Softball	2
Swimming	3
Tennis	1
Track & Field (men & women combined)	6
Volleyball	2
Water Polo	2

The Head Coach and Assistant Coach for each sport must meet the college faculty minimum qualifications for either teaching or coaching. Coaching experience or experience as an athlete in the sport of the coaching and related teaching assignment shall count toward the work experience requirement in meeting the minimum qualifications for that sport and its related courses.

<u>ASSIGNMENT</u>	<u>EXTENDED SERVICE UNITS</u> <u>(per academic year)</u>
DRAMA/THEATRE	20.5**
DANCE	16.0**
MUSIC PERFORMANCES	24.0**
NEWSPAPER	5.0
FASHION	12.0
SPEECH/DEBATE	16.0**
ART GALLERY	9.0
CLUB ADVISOR	2.0*
CHILD DEVELOPMENT CENTER DIRECTORS	
6.0PHOTOGRAPHY	9.0

\* Only applies to adjunct in an assignment approved by the Vice-President of Student Services. Tenured/tenure-track faculty may include club advisor time as part of their on-campus workweek.

\*\*No more than 4 ESU's may be assigned to any one faculty member during any one (1) semester in the area of Drama/Theater, Dance, Music Ensemble, or Speech/Debate.

The FTEF value of extended units shall be:

<u>Number of Extended Day Units</u>	<u>FTEF Value</u>
1.0	.032
2.0	.064
3.0	.096
4.0	.128
5.0	.160

Payment for extended service units for any of the programs listed above, in addition to ESUs for department chairs, shall be made in equal payments throughout the duration of the assignment. Payment for all other extended service unit performed shall be made upon the completion of work performed.

The above ESU load factors relating to Extended Service Units shall not apply to adjunct faculty with coaching assignments or tenured/tenure-track faculty.

#### A9.0 METHOD OF PAYMENT

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Pay day for tenured/tenure-track faculty services shall be on the last working day of each month in which the salary was earned. (See Appendix VII – Sideletter 98-02 dated November 20, 1998). Assignments designated as 10-month assignments shall receive ten (10) equal monthly payments; assignments designated as 11-month assignments shall receive eleven (11) equal monthly payments; assignments designated as 12-month assignments shall receive twelve (12) equal monthly payments. Any academic employee working either a 10-month or 11-month schedule may choose to have a deduction set aside to receive their pay in 12-monthly pay warrants.

The step and class placement shall be displayed in “mySDCCD” under “My Pay” and then “Compensation History” available through the unit member’s “Employee Dashboard.” The pay rate for the unit member’s assignment shall be displayed on the unit member’s pay stub.

#### A10.0 MEDICAL INSURANCE FOR EXCHANGE FACULTY

When approved by the Board of Trustees, the District may elect to pay the cost of insurance premiums for medical coverage under one of the district member’s existing insurance programs. Such premium when paid shall be a regular part of the compensation schedule as established by the Board of Trustees.

## ARTICLE VIII – SALARY

**San Diego Community College District**  
**AFT Faculty Unit - Adjunct and Overload, Schedule B**  
***Classroom Salary Schedule -Effective January 1, 2024***

<b>Hours</b>	<b>Step</b>	<b>Class 0</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	<b>Class 4</b>	<b>Class 5</b>	<b>Class 6</b>
		<b>Arts &amp; Science Placement</b>	<b>Masters per MQ</b>	<b>45 Units w/MA</b>	<b>60 Units w/MA</b>	<b>75 Units w/MA</b>	<b>90 Units w/MA</b>	<b>105 Units w/MA or PhD</b>
<b>Vocational Placement</b>	<b>BA+2 or AA+6 Professional Years Exp*</b>	<b>15 Add'l Units w/ Class 1 Requirements</b>	<b>30 Add'l Units w/ Class 1 Requirements</b>	<b>45 Add'l Units w/ Class 1 Requirements</b>	<b>60 Add'l Units w/ Class 1 Requirements</b>	<b>75 Add'l Units, w/ BA Awarded</b>		
< 450	A	\$ 50.27	\$ 75.18	\$ 78.94	\$ 82.88	\$ 87.03	\$ 91.38	\$ 95.95
450	B	\$ 52.01	\$ 77.25	\$ 81.10	\$ 85.16	\$ 89.42	\$ 93.89	\$ 98.59
900	C	\$ 53.80	\$ 79.37	\$ 83.34	\$ 87.50	\$ 91.88	\$ 96.47	\$ 101.30
1350	D	\$ 56.77	\$ 81.55	\$ 85.63	\$ 89.91	\$ 94.41	\$ 99.13	\$ 104.08
1800	E	\$ 58.84	\$ 83.79	\$ 87.98	\$ 92.38	\$ 97.00	\$ 101.85	\$ 106.95
2250	F	\$ 60.85	\$ 86.10	\$ 90.40	\$ 94.92	\$ 99.67	\$ 104.65	\$ 108.02
2700	G	\$ 62.97						
3150	H	\$ 66.64						
3600	I	\$ 69.03						
4050	J	\$ 71.47						
12000	K	\$ 73.43						

*\*As per the Minimum Qualifications for Faculty and Administrators in California Community Colleges as published by the State Chancellors Office.*

*Quarter Units are converted into Semester Units.*

**San Diego Community College District**  
**AFT Faculty Unit - Adjunct and Overload, Schedule C**  
***NON-Classroom Salary Schedule - Effective January 1, 2024***

		Class 0	Class 1	Class 2	Class 3	Class 4	Class 5	Class 6
Hours	Step	Arts & Science Placement	Masters per MQ	45 Units w/MA	60 Units w/MA	75 Units w/MA	90 Units w/MA	105 Units w/MA or PhD
		Vocational Placement	BA+2 or AA+6 Professional Years Exp*	15 Add'l Units w/ Class 1 Requirements	30 Add'l Units w/ Class 1 Requirements	45 Add'l Units w/ Class 1 Requirements	60 Add'l Units w/ Class 1 Requirements	75 Add'l Units, w/ BA Awarded
< 450	A	\$38.89	\$56.43	\$59.25	\$62.21	\$65.32	\$68.59	\$72.02
450	B	\$40.26	\$57.98	\$60.88	\$63.92	\$67.12	\$70.47	\$74.00
900	C	\$41.67	\$59.57	\$62.55	\$65.68	\$68.96	\$72.41	\$76.03
1350	D	\$43.91	\$61.21	\$64.27	\$67.49	\$70.86	\$74.40	\$78.12
1800	E	\$45.48	\$62.90	\$66.04	\$69.34	\$72.81	\$76.45	\$80.27
2250	F	\$47.08	\$64.63	\$67.86	\$71.25	\$74.81	\$78.55	\$81.08
2700	G	\$48.66						
3150	H	\$51.48						
3600	I	\$53.35						
4050	J	\$55.34						
12000	K	\$56.86						

\*As per the Minimum Qualifications for Faculty and Administrators in California Community Colleges as published by the State Chancellors Office. Quarter Units are converted into Semester Units.

**San Diego Community College District**  
**AFT Faculty Unit**  
***Continuing Education Presenters For Fee-Based Classes, Schedule B-2***  
**Effective January 1, 2014**

STEP	HOURLY RATE		STEP	HOURLY RATE
Step 1	\$32.00		Step 14	\$90.00
Step 2	\$33.00		Step 15	\$95.00
Step 3	\$35.00		Step 16	\$100.00
Step 4	\$40.00		Step 17	\$105.00
Step 5	\$45.00		Step 18	\$110.00
Step 6	\$50.00		Step 19	\$115.00
Step 7	\$55.00		Step 20	\$120.00
Step 8	\$60.00		Step 21	\$125.00
Step 9	\$65.00		Step 22	\$130.00
Step 10	\$70.00		Step 23	\$135.00
Step 11	\$75.00		Step 24	\$140.00
Step 12	\$80.00		Step 25	\$145.00
Step 13	\$85.00		Step 26	\$150.00

*Pay Guidelines:*

Fee-based presenters will normally be placed at Step 1 of this schedule unless:

- a. They have evidence that the “market value” of their workshop is at a higher step.
- b. They have professionally distinguished themselves in the subject area of the workshop (e.g. a scholarly or creative work, recognized by professional colleagues) as reviewed and approved by the dean.

In Cases where an eminently known presenter is asked to present for a special event, a rate higher than the maximum of Schedule B-2 may be approved by the dean.

## ARTICLE VIII - SALARY

### **B/C1.0 APPLICABLE POSITIONS**

Rates of pay on Schedule B for temporary classroom assignments apply to all faculty teaching in a classroom assignment on an adjunct or overload basis, including summer or intersession assignments.

Rates of pay on Schedule C for temporary non-classroom assignments apply to all faculty serving in a non-classroom assignment on an adjunct or overload basis, including summer or intersession assignments. Adjunct faculty who are required by the appropriate manager, in consultation with the department chair, to attend committee meetings, department or school meetings, or participate in other District activities shall be compensated according to Salary Schedule C.

Rates of pay on Schedule B-2 for temporary classroom not-for-credit assignments apply to all faculty teaching in a continuing education fee-based classroom assignment on an adjunct or overload basis, including summer or intersession assignments.

### **B/C2.0 DEFINITION OF CLASSES AND INITIAL CLASS PLACEMENT**

Adjunct faculty will be placed on Salary Schedule B and Salary Schedule C following the same definition of classes as delineated in Article VIII, A2 of this Agreement.

Tenured/tenure-track overload faculty shall be placed on Salary Schedule B and Salary Schedule C at the same step and class as they are placed on Salary Schedule A, subject to the maximum step limitation of Salary Schedule B and Salary Schedule C.

Upon initial hire, adjunct faculty will be required to submit all official transcripts and/or verifications of employment as described in Section A2.1 or A2.2. Faculty with advanced course work and/or other creditable experience submitted after the date of initial hire shall be moved to the appropriate class, effective the first of the month following receipt of official transcripts, the required verifications, and acceptance by Human Resources.

Adjunct faculty on Salary Schedule B-2 shall be placed following current salary placement rules for not-for-credit fee-based classes.

Vocational class placement as described in A 2.2 is not available for Continuing Education adjunct faculty.

### **B/C3.0 INITIAL SALARY STEP PLACEMENT**

Adjunct faculty will be initially placed on the first step of the appropriate class.

### **B/C4.0 STEP AND CLASS ADVANCEMENT**

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B/C4.1 Step Increments -- Adjunct faculty shall be granted one (1) step increment for each 450 clock hours of hourly service in the District, with the exception of adjunct faculty on Class 0, Step J of Salary Schedule B and/or Salary Schedule C who require 12,000 hours of satisfactory hourly service to move to Step K. Qualification for step advancement shall be evaluated each pay period. Advancement shall be effective the first of the month following qualification.

Adjunct faculty on Schedule B-2 (fee-based, not-for-credit) do not move in step as a function of hours served. Paid hours of service earned from Schedule B-2 do not add into the 450 hour step increment requirements for Schedules B & C above.

Effective January 1, 2014, Continuing Education Faculty who were moved to Class 1 or Class 2 had their total number of hours served in the District reset to zero for step advancement purposes.

#### Overload Faculty Exception

If the hourly step placement of an instructor offered a probationary contract July 1, 1987 or thereafter is higher than that awarded for the initial contract placement, the hourly rate of pay shall be maintained until the hourly step of the matching contract placement equals the previous hourly step.

B/C4.2 Transfer from Lower to Higher Class - Salary Class Advancement -- All rules for class advancement as delineated in Article VIII A4 shall govern the class advancement for adjunct faculty on Salary Schedule B and Salary Schedule C.

#### B/C5.0 UNDERPAYMENT OR OVERPAYMENT

The same rules as delineated in Article VIII A7.0 shall apply to faculty placed on Salary Schedules B, B-2 and Salary Schedule C.

#### B/C6.0 EXTENDED SERVICE

The same rules as delineated in Article VIII A8.0 shall apply to adjunct faculty.

#### B/C7.0 UNIT PAY FOR COLLEGE FACULTY ONLY

B/C7.1 DEFINITION OF UNIT PAY: Unit Pay (no time card required) refers to an equalized method of monthly payments for regularly scheduled adjunct or contract overload college classroom teaching assignments. The unit pay remuneration includes the paid time necessary to satisfy the required flex obligation for the assigned class.

For full semester courses (16 – 18 weeks), unit pay warrants will be issued on the 10th of the month following the month in which the class session begins, with the number of pay warrants determined by the number of calendar months in which the class session runs, regardless of the number of days the employee worked in any one month. The start and end dates of the class session may not precisely match the start and end dates of the class itself. Unit pay remuneration for full semester courses includes the paid time necessary to satisfy the required flex obligation for the full semester class. For full semester courses, pay dates shall be as follows:

Fall Semester Pay Dates: September 10th, October 10th, November 10th, December 10th, January 10th.

Spring Semester Pay Dates: February 10th, March 10th, April 10th, May 10th, June 10th.

Classes other than a full semester in length are also paid at the unit pay.

Unit pay warrants will be issued on the 10th of the month following the month in which the class session begins, with the number of pay warrants determined by the number of calendar months in which the class session runs, regardless of the number of days the employee worked in any one month. The start and end dates of the class session may not precisely match the start and end dates of the class itself.

**B/C7.2 CALCULATION OF PAID HOURS:**

B/C7.2.1 For classes from sixteen (16) to eighteen (18) weeks in duration, the unit pay amount will be based on the maximum approved catalog hours for the course. (For example, for a three (3) hour per week course (lecture or lab), the unit pay amount would be 54 (fifty-four) hours. All other courses will be based on this ratio of 54 (fifty-four) hours of pay for each three (3) hours of weekly course assignment for each course as stated in Integrated Student Information System (ISIS) and the college catalog.)

B/C7.2.2 For courses that are not sixteen (16) to eighteen (18) weeks in length (including summer session), the unit pay amount will be based on 97% (ninety-seven percent) of the maximum approved catalog hours for each course as reflected in the Integrated Student Information System (ISIS).

B/C7.3 Faculty who leave an assignment before its completion will have their final check recalculated based on actual hours worked.

B/C7.4 Other adjunct assignments (time card required) including non-classroom, substitute and teaching assignments outside the three (3) – eighteen (18) week term, are to be paid by completing and submitting monthly timecards based on the actual hours worked in the assignment and are not covered by the unit pay methodology. Pay warrants will be issued monthly, beginning on the 10<sup>th</sup> of the month following the month the assignment begins.

B/C7.5 Classroom Pay

An hour's compensation for instructors shall be defined as equal to one (1) hour of classroom instruction. In addition, it is expected that an instructor will devote twenty (20) minutes per classroom hour in preparation, attending meetings, and other duties pertinent to the adjunct assignment. Such activities may be held either on or off campus.

B/C8.0 METHOD OF PAYMENT

Pay dates for hourly assignments shall normally be on the tenth (10th) day of each month. The step and class placement, along with the number of hours of service in the District shall be displayed in PeopleSoft.

B/C 9.0 COMPENSATION FOR COLLEGE FACULTY WORK EXPERIENCE ASSIGNMENTS

Faculty members employed for the purpose of work experience supervision shall be compensated eight (8) hours of non-classroom pay for each completing student, and four (4) hours of non-classroom pay for each student who begins a program but does not complete the course.

B/C 10.0 COMPENSATION FOR COLLEGE FACULTY INDEPENDENT STUDY 290 AND HONORS COURSE ASSIGNMENTS

B/C 10.1 Unit members assigned Independent Study 290 Courses shall be compensated for five (5) hours of non-classroom pay for each completing student.

B/C 10.2 Unit members assigned Honors Contracts shall be compensated for 3.75 hours of classroom pay for each completing student and shall be limited to 7.5 hours of classroom pay per course section.

B/C 11.0 COMPENSATION FOR PART-TIME FACULTY SHARED GOVERNANCE COMMITTEE WORK

Adjunct faculty who are recommended by the academic senate president and approved by the adjunct faculty member's appropriate manager to perform participatory

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governance committee service shall be compensated for such service. Funding will be provided from an AFT established allocation derived from its share of the Resource Allocation Formula. The hourly rate available for this compensation will be determined by dividing the total amount of available resources by the number of hours submitted. In no case shall the hourly rate exceed the maximum non-classroom hourly rate of the adjunct/overload salary schedule. The total hours for each assignment will be determined prior to the start of the shared participatory committee service and submitted to the District Human Resources Department. Hours must be submitted electronically through the appropriate manager's office in accordance with the district monthly payroll timeline.

Committee work related to participatory governance shall not increase a unit member's load for the purposes of gaining tenure as delineated in Article 18.5. These participatory governance assignments, if paid from these resources, cannot be used to satisfy FLEX obligations.

#### B/C 12.0

Faculty with in-person assignments not physically located on one of the main college campuses shall receive a 10% salary additive added to that portion of their salary for the off-campus assignment.

#### B/C 13.0

Faculty who teach multiple levels of a language course simultaneously shall be compensated for all levels of the course as if they were different assignments, but with no increase in workload due to the fact that they are being taught simultaneously. For purposes of this section, "Languages" refers to foreign languages, ESL, and AMSL.

#### ENDNOTES for Article VIII

1. The relatedness of degrees and/or units to the faculty member's assignment will be determined initially by the District following the Minimum Qualifications for Faculty and Administrators in California Community Colleges as published by the State Chancellor's Office. If the affected faculty appointee/member disagrees with the District's determination, they may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.
2. Approval of upper-division or graduate work credited for initial placement will be determined by the District as per footnote 1 above. Approval of upper-division or graduate work credited for class advancement will be determined by the appropriate professional development committee. If the affected faculty appointee/member disagrees with the determination, they may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.
3. Approval of professional work experience credited for initial placement will be determined by the District. If the faculty appointee/member disagrees with the District's determination, they may appeal such to the Committee on Academic Personnel (CAP). The CAP will study the matter and will make a recommendation to the Vice Chancellor, Human Resources.

4. For purposes of salary class movement, one (1) year of additional related work experience shall be equal to 7.5 semester units (or equivalent quarter units).
5. Foreign Degree Evaluation: Faculty who have received a degree from a college or university outside the United States, will need to have their degree evaluated by a professional organization that is a member of the National Association of Credential Evaluation Services (NACES). A list of authorized foreign degree evaluation services can be found via the link below to review credentials. The National Association of Credential Evaluation Services (NACES) is not affiliated with the San Diego Community College District. These services should be reasonably priced and provide a thorough evaluation with quick turn-around time. <http://www.naces.org/members.html>
6. Professional experience includes teaching (Title 5 Section 53410 c (1) and (2)) and unpaid (Title 5 Section 53404) verifiable work experience up to a maximum of that needed to meet minimum qualifications. Unpaid experience must have entailed responsibilities substantially similar to those of relevant paid positions in the field.

Occupational experience (non-teaching) will only be required in those sections of Title 5 that are specifically stated.
7. As defined by the U.S. Department of Education: <http://ope.ed.gov/accreditation/>.

## ARTICLE IX - ACADEMIC DEPARTMENTS

### 9.1 CREDIT COLLEGE FACULTY

#### 9.1.1 **Departmental Organization**

- 9.1.1.1 Unless a special exception is made by the vice president, each college shall create a departmental structure such that each department contains no fewer than five (5) full-time equivalent faculty (FTEF).
- 9.1.1.2 Faculty in each department shall elect a department chair following the procedures specified in Section 9.3 below. The department chair shall serve in a leadership position within the department, but will not substitute for the appropriate manager with respect to the reporting requirements of faculty in the department.
- 9.1.1.3 Unless excepted as per 9.1.1.4 below, all faculty shall be assigned to a department.
- 9.1.1.4 In cases where faculty are performing a special assignment such that greater than fifty percent (50%) of their duties fall outside of their regularly assigned department, or in cases where faculty are assigned to a discipline area where the total FTEF is less than two (2), these faculty will be considered to be on special assignment and will not belong to a department. Faculty on special assignment will report directly to the appropriate manager.

#### 9.1.2 **Program Directors**

- 9.1.2.1 Departments that contain disciplines which require separate mandated state or federal accreditation shall establish program directors for each discipline requiring accreditation. Program directors shall be assigned by the appropriate manager following consultation with the department chair. In the event that the program director is not the department chair, they shall receive a minimum of twenty percent (20%) reassigned time per semester (this section does not preclude a Department Chair who is also a Program Director from receiving additional reassigned time as determined by the appropriate manager).
- 9.1.2.2 Prior to the beginning of each fiscal year, the appropriate manager shall meet with each program director to determine the upcoming priorities, goals, and responsibilities of the program. Additional reassigned time may be approved by the appropriate manager subsequent to this consultation with the program director.

### **9.1.3 Compensation/Reassigned Time for Department Chairs during the Academic Year**

Any load factors (see Article VIII, Section A8.0) related to Extended Service Units received by department chairs for chair duties as described in this Article shall not be included when computing a department chair's total FTEF.

- 9.1.3.1** Reassigned time shall be computed based upon a forty (40) hour on-campus workweek and will be allocated each semester. Reassigned time for department chairs shall be as delineated in Appendix V. Overload or other assignments may not conflict with the scheduled hours of reassigned time. The amount of reassigned time allocated each semester may vary provided the two (2) semester academic year average is in accordance with the allocation delineated in Appendix V.
- 9.1.3.2** Department chairs will receive reassigned time equal to the values found in Appendix V. However, in no case shall any single department chair or assistant department chair receive greater than 100% reassigned time.

Additional department chair compensation will be determined as follows for classroom department chairs:

<u>Percentage of Chair Reassigned Time</u>	<u>Additional ESU Compensation (per semester)</u>
20%	2
30%	3
40%	4
50%	5
Each additional 10%	1 additional ESU

Funding for increasing stipends or reassigned time shall come from AFT's share of the RAF. If the District creates a new department or program, the District shall meet and negotiate with the AFT to determine an appropriate amount of initial reassigned time and stipend. The District shall bear the initial reassigned time and stipend costs associated with creating these new departments or programs.

- 9.1.3.3** Department chairs may, at their option, ask their department members to elect an assistant department chair following the provisions of Section 9.1.6 below. In cases where the reassigned time for a department exceeds 100%, the department must elect an assistant department chair. The distribution of reassigned time and ESUs between the department chair and assistant department chair(s) shall be determined by the appropriate manager after consultation with the department chair and assistant department chair(s).

9.1.3.4 Non-classroom departments shall receive six (6) extended service units per semester as defined in Article VIII, A8.0 of this Agreement. A department will be considered a non-classroom department if a majority of the departmental FTEF is assigned on a non-classroom basis.

9.1.3.5 Program Directors as defined in Article 9.1.2 who are not being compensated as a department chair as delineated above, shall receive three extended service units per semester as defined in Article VIII, A8.0 of this Agreement.

**9.1.4 Compensation for Department Chairs Outside of the Academic Year**

It is expected and recognized that department chairs have obligations and perform duties outside of the regularly scheduled 175 (one hundred and seventy-five) day academic year. In accordance with these additional obligations, compensation is set forth as follows.

9.1.4.1 Department chairs and assistant department chairs of departments where the reassigned time for the chair or assistant chair is thirty percent (30%) or greater shall be assigned on an 11-month basis and will be paid for an eleventh month (equal to their ten month base pay rate) to compensate for those duties performed outside of the academic year. All chairs of non-classroom departments shall be assigned on at least an 11-month basis. The work requirements for Department Chairs during their additional days of service are delineated in Appendix VI.

9.1.4.2 Department chairs of departments where the reassigned time is less than thirty percent (30%) shall receive extended service units as defined in Article VIII A8.0 of this Agreement and as reflected in Appendix V.

9.1.4.3 Department Chairs and Assistant Department Chairs with 30% or more of reassigned time:

- Are all 11-month contract employees during the fiscal year in which they perform these duties;
- Are all required to work 194 days;
- Are all paid off the Tenured/Tenure-Track Salary Schedule A;
- Have similar job duties, as defined in the collective bargaining agreement;
- Use a final service credit divisor for unused sick leave of 194 days if the faculty member retires in the academic year in which they are serving as the department chair;
- Upon completion of department chair duties, the unit member reverts back to a 10-month position with a 175 day contract base year;

- Per California Code of Regulations 27300 the above requirements establish these 11-month chairs as a class of employees.
- These 11-month employees shall only be given the option of having either July or August as their month without pay. If the month of August is not selected, the default month without pay will be July.

#### 9.1.5 Expectations and Assessment of Department Chairs

- 9.1.5.1 Department chairs and assistant department chairs receiving 11-month assignments will be expected to perform departmental duties outside of the regularly scheduled 175-day academic year. The total number of hours these department chairs are obligated to serve will be based on an equivalent number of eight (8) hour days as specified in Article VII 7.12 of this Agreement.
- 9.1.5.2 Department chairs and assistant department chairs receiving extended service units will also be expected to perform departmental duties outside of the regularly scheduled 175-day academic year. The total number of hours these department chairs are obligated to serve will equal the number of extended service units received multiplied by twenty (20).
- 9.1.5.3 Department chairs and assistant department chairs will be expected to attend training sessions, school meetings, and other appropriate college meetings (e.g. academic affairs, chairs' council, curriculum committee, etc.). Department chairs and assistant department chairs on 11-month assignments will also be expected to participate in evening duty assignments. These department chairs/assistant department chairs will not be expected to participate in evening duty more than fifty percent (50%) as frequently as is usual for managers.
- 9.1.5.4 Prior to the beginning of each fiscal year, the appropriate manager will meet with each department chair to determine their schedule of non-classroom obligations, in addition to assessing the upcoming priorities, goals, and objectives of the department. Hourly overload and summer assignments must be scheduled in such a way as to not interfere with scheduled department chair duties.

At the conclusion of each academic year, the appropriate manager will also discuss with the department chair the chair's previous year's performance utilizing the department chair assessment instrument (a copy of this instrument may be found in Appendix VI of this Agreement). The results from any leadership assessment survey of department faculty conducted during the previous year will also be included in this discussion.

Nothing herein precludes the application of due process under Article XIV when appropriate problems arise in the performance of assigned chair duties and responsibilities.

- 9.1.5.5 If the overall assessment by the appropriate manager demonstrates that the department chair is in need of development in their assignment as chair, the appropriate manager will provide specific written suggestions for improvement. In this case, a follow-up meeting with the department chair, appropriate manager, and vice president will be scheduled at the conclusion of the ensuing fall semester. The department chair, at their option, may ask a representative to attend this meeting. The purpose of this follow-up meeting will be to assess the chair's level of improvement during the past semester.
- 9.1.5.6 If the vice president determines as a result of this follow-up meeting that the department chair is still in need of development in their assignment as chair, the vice president may send a letter to the voting members of the department recommending against the re-election of the department chair. The letter to the voting members of the department shall simply state: "Based upon assessments from your department's manager and the results of the leadership assessment survey of department faculty, in addition to discussing these results with the department chair, I recommend against the re-election of (name) as department chair." If the vice president elects to send this letter to the voting members of the department, it must be received no later than the first day of instruction of the spring semester.
- 9.1.5.7 None of the preceding department chair assessment documents may be placed in the department chair's PRF or official personnel file, nor may any of the conclusions drawn from the above process impact the evaluation of the department chair as a faculty member in concert with the procedures set forth in Article XV of this Agreement.

## 9.2 CONTINUING EDUCATION PROGRAM CHAIRS AND DIRECTORS

Unless a special exception is made by the vice president, each program within Continuing Education shall create a structure such that each program contains no fewer than five (5) full-time equivalent faculty (FTEF).

Faculty in each program shall elect a program chair following the procedures specified in Section 9.3 below. The program chair shall serve in a leadership position within the department, but will not substitute for the appropriate manager with respect to the reporting requirements of faculty in the program.

### **9.2.1 Compensation of Program and Assistant Program Chairs**

9.2.1.1 The reassigned time for each Program for a given academic year shall be as delineated in Appendix V. The reassigned time from Appendix V and stipends listed below apply only to work performed during the fall and spring semesters. Program Chairs and Assistant Program Chairs are not expected to perform program chair related work assignments during the summer, winter, or spring breaks.

9.2.1.2 The amount of reassigned time allocated each semester may vary provided the two (2) semester academic year average is in accordance with the allocation delineated in Appendix V.

No individual Program Chair or Assistant Program Chair may receive greater than 80% reassigned time. The Program Dean, after consultation with the Program Chair and Assistant Program Chairs, shall determine how to allocate the reassigned time among the Program Chair and Assistant Program Chair(s).

9.2.1.3 Funding for increasing stipends or reassigned time shall come from AFT's share of the RAF. If the District creates a new department or program, the District shall meet and negotiate with the AFT to determine an appropriate amount of initial reassigned time and stipend. The District shall bear the initial reassigned time and stipend costs associated with creating these new departments or programs.

9.2.1.4 For each month of their ten (10) month assignment, Program Chairs will receive a monthly stipend according to the following table:

<u>Reassigned Time</u>	<u>Monthly Stipend</u>
20%	\$400
30%	\$600
40%	\$800
50%	\$1,000
60%	\$1,200
70%	\$1,400
80%	\$1,600

Assistant Program Chairs will receive a two hundred dollar (\$200) monthly stipend.

Note: Program Chairs Stipends will be capped at \$1,600 monthly.

### **9.2.2 Program Directors**

9.2.2.1 Programs that contain disciplines which require separate mandated state or federal accreditation shall establish program directors for each discipline

requiring accreditation. Program directors shall be assigned by the appropriate manager following consultation with the program chair. In the event that the program director is not the Program Chair, they shall receive a minimum of twenty percent (20%) reassigned time per semester. (This section does not preclude a Program Chair who is also a Program Director from receiving additional reassigned time as determined by the appropriate manager.)

9.2.2.2 Program Directors as defined above who are not being compensated as a program chair or assistant program chair as delineated above, shall receive three extended service units per semester as defined in Article VIII, A8.0 of this Agreement.

9.2.3 Evaluation of Program Chair

9.2.3.1 All Program Chairs will be evaluated during each odd-numbered academic year of their terms of office with regard to the performance of their duties and responsibilities.

9.2.3.1.1 Administrative Evaluation of Program Chair - All Program Chairs shall be evaluated by the administrator to whom they report at least once per year and no later than one (1) month prior to the end of each Spring Semester in which they serve as Program Chair. An "Administrative Evaluation Form" will be completed by the administrator prior to meeting with the Program Chair. The Program Chair will be provided a copy of the evaluation form during the meeting. The Program Chair may submit a rebuttal statement within six (6) days of receiving the evaluation form and, if submitted, will be attached to the evaluation form and placed in their personnel file.

9.2.3.1.2 Faculty Evaluation of Program Chair – An informal evaluation of each Program Chair by the faculty of their program shall occur during February/March each year of the term of office using a form developed by AFT and the administration. The administrator and Program Chair shall examine and discuss all submitted evaluation forms. The administrator shall summarize the informal review in the Administrator Evaluation Form where appropriate.

9.2.3.2 Management-Initiated Evaluation of Program Chair – An evaluation of a Program Chair by the supervising administrator may occur at any time if the administrator believes there has been a substantive violation of the duties and responsibilities of the Program Chair. If the supervising

administrator determines that the Program Chair is not satisfactorily performing their duties and responsibilities, the administrator shall immediately prepare a detailed letter of adverse findings marked confidential and submit it to the Vice President of Instruction and Student Services, requesting that an immediate administrative-initiated evaluation occur. If the Vice President of Instruction and Student Services determines that an evaluation should occur, they will direct the appropriate administrator to conduct an evaluation following the procedure set forth above.

### 9.3 Election Procedures for Chairs

- 9.3.1 Each department in the credit colleges shall have a chairperson. In the College of Continuing Education, including the Counseling Department in the College of Continuing Education, each program shall have a program chair or program co-chairs, provided co-chairs must operate and run as a unique team. The term of office of the department/program chair and any Assistant Department or Program Chair, will commence July 1 and will run through June 30 two (2) years hence. Assistant Department/Program Chairs shall also be elected following these provisions.
- 9.3.2 Department/program chair elections will be held during the month of March in odd numbered years.
- 9.3.3 Announcement of the specific date of election shall be made no earlier than one (1) month, nor any later than two (2) weeks prior to the date of election. Announcement of election must be communicated via email to District assigned email addresses to each voting member of the department/program. Elections may be held remotely, however an in-person election meeting is preferred.
- 9.3.4 The election shall be coordinated by a voting member of the department/program other than the current Chair or the candidate(s). This person shall be identified as the Election Chair concomitant with the election announcement.
- 9.3.5 Candidates who wish to run for Chair must submit a statement declaring their candidacy to the Election Chair no later than one (1) week prior to the date of the election. If neither the incumbent chair or assistant chair(s) submit a declaration of candidacy by the deadline, the deadline for candidate submission shall be extended by one week. In the event that there is only one candidate who has declared their candidacy for a particular position, there is not a need for an election for that position.

9.3.6 Voting shall be by secret ballot (proxy ballots are acceptable). All ballots shall list the names of announced candidates in lottery order and shall provide a space for a "write-in" candidate's name.

9.3.7 Ballots shall be cast, counted, and announced at the department/program election meeting or at the conclusion of the online remote voting period. In the case of an online remote election, the opportunity for voting shall span at least four business days. In the case of more than two candidates running for Chair, if one candidate does not receive greater than fifty percent (50%) of the vote, the top two candidates receiving the most votes will contest in a run-off election during the same department election meeting, or within one week if the election was held electronically.

9.3.8 All tenured and tenure-track faculty are eligible to vote according to the principle of one (1) person - one (1) vote, regardless of the percentage of assignment. For departments/programs with three (3) or more full-time faculty, the current department/program chair will only vote in the case of a tie. In Continuing Education only, adjunct faculty who have worked a minimum 12% (twelve percent) assignment for each of the two semesters preceding the election shall also be eligible to vote. For credit college faculty only, adjunct faculty who have qualified for Priority of Assignment and hold at least a .50 FTEF average assignment during the spring semester when voting is taking place and the previous fall semester in that department shall also be eligible to vote. The District shall provide the list of eligible Continuing Education voters to the election chair at least one week prior to the date of the election announcement.

In the case of a tie vote when there is no current chair due to resignation, recall, retirement, etc.; the election chair shall break the tie by lot.

9.3.9 Each tenured and tenure-track faculty member shall be eligible to vote in only one (1) department/program, that in which they hold the largest percentage of assignment (overload assignments are not to be counted in this formula). In Continuing Education only, adjunct faculty who have worked a minimum 12% (twelve percent) assignment for the academic year preceding the election shall also be eligible to vote, but only in the department where they hold the largest percentage of assignment.

9.3.10 For departments/programs with three (3) or more tenured faculty, Chairs may be elected only from the full-time tenured ranks of the faculty. For departments/programs with fewer than three (3) tenured faculty, Chairs may be elected from the tenure-track ranks as well. The tenured ranks shall be defined as those faculty holding tenure as of the beginning of the Chair term for which they are to serve. Departments/programs with only two (2) eligible tenured or tenure-track faculty shall rotate the position of

department/program chair every two (2) years unless otherwise specified by written mutual agreement between the two (2) faculty members.

Assistant Department/Program Chairs may be elected from among either tenured or tenure-track faculty.

For Continuing Education faculty only, in the case of a program where there are no tenured or tenure-track faculty members who are willing to serve, adjunct faculty members who have Priority of Assignment will be eligible to run for Program Chair or Assistant Program Chair.

- 9.3.11 A faculty member may run for Chair only in the department/program where they hold the largest percentage of their tenured/tenure-track assignment (overload assignments are not to be counted in this formula).
- 9.3.12 If any Chair steps down or must take an extended leave of absence for any reason prior to completion of their term, an election for interim Chair shall be held within one (1) month of the announcement of vacancy, following all of the procedures specified in 9.3.3 through 9.3.11 above. The Interim Chair shall serve the remainder of the term of office of the Chair they replace.
- 9.3.13 The provisions of Section 9.3 of this Article shall not be grievable. If disputes arise as to the applications of the provisions of Article 9.3, the AFT Guild will adjudicate them.

#### 9.4 Recall of Department/Program Chair

- 9.4.1 For the purposes of this entire Section 9.4, the department/program chair does not have voting rights nor is to be considered as a voting member of the department/program. Voting department/program faculty (as defined in 9.3 above), any time after a Chair has served one (1) full semester in office, may petition for recall of the department/program chair. (The one (1) full semester waiting period does not apply to Chairs who are serving a consecutive term.)
- 9.4.2 A petition for recall must state the reasons for the action and must be signed by a simple majority of voting department/program members.
- 9.4.3 A petition meeting these specifications shall be presented to the appropriate AFT Guild tenured/tenure-track vice president and the appropriate college vice president, who will be jointly responsible for conducting a recall election within two (2) weeks of receipt of said petition.

9.4.4 The ballot shall simply state: "Should \_\_\_\_\_ continue to serve as department/program chair; YES \_\_\_\_ NO \_\_\_\_." Voting shall be by written, secret ballot (written proxy ballots are acceptable). Ballots shall be cast, counted, and announced at the department/program recall election meeting by the appropriate AFT Guild tenured/tenure-track vice president and the appropriate college vice president. Remote or electronic voting shall not be allowed.

9.4.5 If, and only if, a two-thirds majority of all eligible voting department/program faculty vote "NO," the Chair will be removed from office. The appropriate AFT Guild tenured/tenure-track vice president and the appropriate college vice president will then jointly arrange for an interim election under the terms of 9.3.12 above.

9.4.6 None of the aforementioned materials will be placed in the Chair's campus-based performance review file, nor official personnel file. All written material relating to the above process must be destroyed after completion of the recall election.

9.4.7 The provisions of section 9.4 of this Article shall not be grievable. If disputes arise as to the applications of the provisions of Article 9.3, the AFT Guild will adjudicate them.

## ARTICLE X - EMPLOYMENT BENEFITS

The District and the Guild agree to continue VEBA participation which was first effective January 1, 1994.

### 10.1 FRINGE BENEFIT COMMITTEE

There shall be established a District Fringe Benefits Committee, the Chairperson of which shall be the District Fringe Benefits Coordinator. Each exclusive agent shall be entitled to one (1) representative on the committee. The committee shall review existing benefit programs and gather comparative information on other benefit programs not currently in effect in the District. Each representative shall communicate such information to their bargaining unit members. This committee is solely for the purpose of information gathering and does not, as a body, make recommendations.

### 10.2 ELIGIBILITY

#### 10.2.1 Tenured/Tenure-Track Faculty

Tenured/tenure-track faculty as used in this Article shall mean contract faculty who are assigned in a paid status fifty percent (50%) or more of a full-time equivalent.

#### 10.2.2 Adjunct Faculty

Adjunct faculty shall be eligible for benefits as follows:

- 10.2.2.1 Adjunct faculty shall be eligible for the District-paid contribution toward health premiums as defined in Sections 10.3.2.1 and 10.3.2.2 of this Article if they serve an average equal to forty percent (40%) of a full-time assignment for two (2) consecutive academic semesters. The effective date of insurance for adjunct faculty is the date when they complete an enrollment application where such date coincides with or follows the completion of two (2) consecutive academic semesters. Coverage continues as long as qualifying hours are served. For purposes of determining qualifications, summer recess shall not represent an interruption. Faculty members currently eligible for benefits if assigned as long-term substitute or leave replacement in lieu of their initial semester assignment shall have their long-term substitute or leave replacement hours counted towards their FTEF for purposes of benefit eligibility only. Retired tenured faculty members are not eligible for this program.

Adjunct Faculty who have previously qualified for benefits and who subsequently lose their benefits eligibility by dropping below the 40%

requirement shall have their benefits reinstated the first month following the initiation of a 40% or greater assignment within the 18 month period following their loss of eligibility.

- 10.2.2.2 Effective Fall 2001, shared premium will no longer be offered to newly subscribing adjunct faculty. Those adjunct faculty who currently participate in the shared premium program as described in Section 10.3.2.1 will be allowed to continue.
- 10.2.2.3 Adjunct faculty on medical leave shall have their benefits continue to the point of exhaustion of all paid leaves as per section 11.2.3.

#### **10.2.3 Retirees**

Eligible retirees as defined in this section shall mean those faculty who have retired from the State Teachers' or Public Employees' Retirement Systems on a service retirement, who have resigned their position with the District, and who have worked as a faculty member for the San Diego Community College District for a minimum of twenty (20) years and are between the ages of sixty (60) and sixty-four (64), inclusive and were enrolled in the District benefits program at the time of retirement.

#### **10.2.4 Faculty**

Faculty who retire from the State Teachers' or Public Employees' Retirement Systems and resign their position with the District after the age of fifty-five (55) with a minimum of fifteen (15) years of service in the District shall be eligible for a proportionate share of resources available from a pool of funds from the AFT's share of the allocation formula to help defray the cost of District medical, dental, and vision insurance premiums. Faculty who retire under the provisions of 10.2.3 above shall receive the District provided coverage for medical, but shall be eligible for a proportionate share of resources to help defray the cost of the District dental and vision insurance premiums. The amount per retiree will vary from year to year based on the number of retirees participating and the cost of benefits.

The contribution amount for the calendar year shall be determined and communicated to eligible retirees during each year's Open Enrollment period. The amount contributed shall not exceed that which the District currently contributes for active tenured/tenure-track faculty members. Eligibility to receive these contributions shall cease the first of the month following the faculty member's 65<sup>th</sup> birthday.

### **10.3 COVERAGE**

### **10.3.1 Tenured/Tenure-Track Faculty**

10.3.1.1 The District shall provide to each eligible faculty member a choice, including at least one (1) Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

10.3.1.2 Effective January 1, 2025, the District shall contribute the cost of benefit premiums to the maximum amounts as follows:

\$8.20 per month for life insurance monthly premiums which will provide \$50,000 term life insurance for the faculty member.

Up to \$0.20 per month per \$100 of salary up to a maximum salary of \$36,000 for long-term disability insurance for those faculty members with less than five (5) years of service.

The following coverages apply to the faculty member, spouse or domestic partner, and dependents:

\$112.40 per month for dental insurance to provide a dental insurance maximum benefit of \$2,000 per year.

Up to \$13.07 per month for vision insurance.

Up to the following contributions toward the cost of the premium for the Kaiser HMO and the United Health Care medical insurance plan options offered by the District, based on 12 monthly payments:

Individual coverage:	\$907 per month
Individual plus one coverage:	\$1,788 per month
Individual plus family coverage:	\$2,520 per month

10.3.1.3 Eligible faculty electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

10.3.1.4 The District will contribute the cost of medical, dental and vision benefits for domestic partners as defined by VEBA rules who are enrolled by eligible tenured/tenure track faculty under Section 10.3.1.1 above.

### **10.3.2 Adjunct Faculty**

10.3.2.1 Adjunct Faculty

The District shall provide to each eligible faculty member a choice, including at least one (1) Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

10.3.2.2 Effective January 1, 2025, the District shall contribute the cost of benefit premiums to the maximum amounts as follows:

The following coverages apply to the faculty member, spouse or domestic partner, and dependents:

\$112.40 per month for dental insurance to provide a dental insurance maximum benefit of \$2,000 per year.

Up to \$13.07 per month for vision insurance.

Up to the following contributions toward the cost of the premium for the Kaiser HMO and the United Health Care medical insurance plan options offered by the District, based on 12 monthly payments:

Individual coverage:	\$907 per month
Individual plus one coverage:	\$1,788 per month
Individual plus family coverage:	\$2,520 per month

10.3.2.3 Eligible faculty electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

10.3.2.4 The District will contribute the cost of medical, dental and vision benefits for domestic partners as defined by VEBA rules who are enrolled by eligible adjunct track faculty under Section 10.2.2 above.

10.3.2.5 Retirement Contributions

The contributions to alternative retirement plans in-lieu of CalSTRS for adjunct faculty will be made equally by the District and the faculty member.

The District shall ensure each adjunct faculty member has been notified of their option to become a member of CalSTRS as per Education

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Code section 22455.5 (b). Written acknowledgment by the employee shall be maintained in the employee's official personnel file.

### 10.3.3 Retirees

The District shall provide to each eligible faculty retiree a choice, including at least one Health Maintenance Organization Plan option, of comprehensive group medical plan options during open enrollment periods. The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Office.

- 10.3.3.1 The District shall contribute the same amount per month as for current active faculty toward the cost of the premium for any of the medical insurance plan options offered through the District for all eligible retirees.
- 10.3.3.2 Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.
- 10.3.3.3 Retirees who do not meet the qualifying criteria defined in 10.2 above may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.
- 10.3.3.4 Effective July 1, 2017, all AFT employees that retire from CalPERS or CalSTRS *and* the District and who are enrolled in the District's dental or vision insurance plan at the time of retirement, will be eligible to purchase continued dental and/or vision insurance at their own expense within 30 days of retirement or within 30 days of their District-paid benefits expiring at age 65. If the retiree does not purchase the insurance at this time of eligibility, they will not be eligible to purchase it at a later time (beyond the 30-day time limit to elect coverage).
- 10.3.3.5 Medical, dental, or vision coverage shall remain in effect as long as the retiree continues to make monthly premium payments.
- 10.3.3.6 Retirees who elect medical, dental, or vision coverage at retirement at their own expense and choose to terminate the coverage, will not be eligible to re-enroll in the plan(s) at a later date.

NOTE: Specific provisions for the foregoing sections are described in information available from the District Benefits Office.

## 10.4 DUAL COVERAGE WAIVER

In cases where two District employees are both covered by the District medical plan as dependents of each other, or where the unit member can provide proof of coverage from another VEBA employer there is an opportunity for the following voluntary “In-Lieu-of Dual Medical Coverage Stipend”:

### 10.4.1 Eligibility

District employees who are covered under the medical insurance programs of the San Diego Community College District by another District employee as each other’s dependent, or where the unit member can provide proof of coverage from another VEBA employer, are eligible to receive a monthly stipend in-lieu-of coverage to help offset out-of-pocket medical expenses. The District shall annually send out a notice of this provision to all employees.

### 10.4.2 Requirement

In order to receive the “In-Lieu-of Dual Medical Coverage” stipend, one of the enrolled employees must waive medical coverage by completing a San Diego Community College District Waiver Form. This waiver may be voluntarily rescinded during open enrollment each year and will automatically rescind if the covered employee loses coverage due to resignation, retirement, layoff, reduction in hours, or any change in dependent status. In the event of rescission, District coverage will begin for the dependent of the covered employee effective on the effective date of the rescission (no lapse in coverage).

### 10.4.3 Payment

Beginning with the month dual coverage ceases, an annual amount of \$1,979.16 (effective January 1, 2025) will be set as a stipend equally divided into 12 monthly payments. The annual stipend amount will be increased each January 1 by the average percentage increase in the cost of the District’s Kaiser medical plan premiums.

## 10.5 DISTRICT FLEX PLAN

The District agrees to continue its bilaterally agreed upon January 1, 1989, implementation of Internal Revenue Code Section 125 for its tenured/tenure-track faculty. This code allows employers to structure benefit plans to provide options to its faculty. Faculty in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. The District shall continue to offer faculty participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan will not be subject to federal, state, or social security taxes.

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular faculty member or group of faculty and that any questions by any faculty should be directed to their personal financial, legal, or tax advisor.

Adjunct faculty may participate in the Flex Plan for medical premiums payments only.

10.6 **MEDICARE BUY-IN OPTION**

The District and the Guild agree to give eligible tenured/tenure-track faculty the option to buy into Medicare per California statute AB 265. This was a one-time opportunity with a balloting period of ten (10) calendar days' duration from March 4, 1994. The District and the faculty member will each contribute 1.45% of the faculty member's gross earnings.

10.7 **CHILD CARE**

Unit members with pre-school age children may enroll their children in the child development center at each campus by paying the full cost of the childcare on a space available basis. Failure to accommodate any particular child in the child development center shall not be grievable.

10.8 **EQUIVALENT HOURS OF CREDITABLE SERVICE FOR ADJUNCT FACULTY STRS MEMBERS**

Pursuant to Education Code Section 22138.5(c)(5) the equivalent number of hours that equal full time for adjunct faculty assignments shall be as follows:

10.8.1 **College Adjunct Faculty**

Effective July 1, 2004, for Classroom faculty the full-time equivalent will be 525 (five hundred twenty-five) instructional hours per academic year. For Non-Classroom faculty the fulltime equivalent will be 1,050 (one thousand fifty) assigned hours per academic year.

10.8.2 **Continuing Education Adjunct Faculty**

Effective January 1, 2000, the formula for calculating retirement service credit for classroom adjunct faculty will be based on an 875-hour base and for non-classroom adjunct faculty will be based on a 1400-hour base:

**CLASSROOM Example:**

1. To determine the full-time equivalent for adult education based on the minimum standard of 875 hours plus the requirement for an additional 20 minutes, multiply the base hours by the conversion  

$$875 \text{ (instructional hours)} \times 1.333 \text{ (conversion factor)} = 1,166 \text{ hour full-time equivalent}$$
2. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent  

$$\$33.13 \text{ (hourly rate)} \times 1,166 = \$38,629.58 \text{ (annual earnable)}$$
3. To calculate service credit, divide the amount of earnings by the annual earnable  

$$\$23,191 \text{ (earnings)} / \$38,629.58 \text{ (annual earnable)} = .600$$

**NON-CLASSROOM Example:**

1. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent  

$$\$32.57 \text{ (hourly rate)} \times 1,400 = \$45,598 \text{ (annual earnable)}$$
2. To calculate service credit, divide the amount of earnings by the annual earnable  

$$\$27,358.80 \text{ (earnings)} / \$45,598 \text{ (annual earnable)} = .600$$

## 10.9 COMPUTER LOAN PROGRAM

Effective July 1, 2006, the District will make a one-time allocation of \$77,161 (seventy-seven thousand one hundred sixty-one dollars) from the AFT allocation formula for the purpose of providing computer purchase loans to unit members in the amount not to exceed \$3,000 (three thousand dollars) each. Unit members may submit a request to AFT to borrow from the Computer Fund an amount not to exceed \$3,000 (three thousand dollars) for the purchase of computer equipment and/or software. The specific timelines/application forms and procedures will be announced by AFT to all unit members.

AFT will develop a procedure to select the employees eligible for the loan by lot and will submit a list of the selected buyers to the District. Buyers will be notified by AFT that they have been selected to receive the interest free loan. The buyer must then submit a completed check request/payroll deduction form to the District within thirty (30) calendar days of the notification date. This form will be reviewed and approved by the District. Upon approval the buyer will be issued a check made out to the vendor as soon as practical.

The buyer will have the option to choose to purchase from any vendor currently used by the District.

Monthly payments will be determined by dividing the check amount by twelve (12). Payroll deductions will begin on the next available pay period following the date on the check. There will be no penalty for early payoff.

#### **10.10 STATE DISABILITY INSURANCE FOR PART-TIME FACULTY**

The parties agree to implement the State Disability Insurance (SDI) program for part-time faculty members if by majority vote the part-time faculty agree to fund this deduction. AFT will conduct the election on behalf of the part-time faculty members and certify the results to the District.

If the election results are in favor of membership into the SDI program, the District shall endeavor to begin the deductions as soon as practical. This election and agreement is contingent upon there continuing to be no cost to the District. If in the future the District is required to contribute a portion of the cost to the State Disability Insurance (SDI) program, the District may revoke this program at its discretion.

#### **10.11 MULTI-DISTRICT PART-TIME FACULTY HEALTHCARE REIMBURSEMENT**

##### **10.11.1 Eligibility**

To be eligible for health insurance reimbursement for a portion of their paid medical insurance premium, a Multi-District Part-Time Faculty Member must have met all of the following criteria over the past two consecutive fall/spring or spring/fall semesters:

- a) Served in more than one California community college district;
- b) Not have held an assignment in any California community college district with a healthcare program for part-time faculty in which their assignment equaled or exceeded 40% of the full-time equivalent tenured faculty assignment;
- c) Not have received coverage from any other employer sponsored plan, or as a covered dependent of anyone receiving coverage from an employer sponsored plan;
- d) Have purchased a healthcare plan covering themselves and optionally any eligible dependents.

##### **10.11.2 Certification**

A qualifying Multi-District Part-Time Faculty Member must provide documentation as requested by the District demonstrating they meet the

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eligibility requirements as stated in 10.11.1, in addition to signing an affidavit provided by the District attesting to having met these requirements.

#### 10.11.3 Reimbursement

Upon receipt of evidence of the Multi-District Part-Time Faculty Member's medical premium payment, the District shall issue a reimbursement equal to its share of this premium payment. The District's share shall be determined by dividing the total health insurance premium paid by the multidistrict part-time faculty member by the total number of California community college districts in which the multidistrict part-time faculty member currently holds an active assignment. The District's share shall not exceed that which it would have paid if the Multi-District Part-Time Faculty Member had purchased the District's most commonly subscribed plan,

If the District receives less than 100% reimbursement from the State for its medical premium and reimbursement expenses under this program the parties shall re-open negotiations on this topic upon the request of either party.

## ARTICLE XI - LEAVES

### **11.1 DEFINITION OF IMMEDIATE FAMILY**

Immediate family shall include:

- 11.1.1 The unit member's current spouse, domestic partner (as confidentially certified following approved District procedures), guardian, or ward, and any relative or person living in the faculty member's immediate household; and
- 11.1.2 The unit member's and their current spouse's or domestic partner's parent, step-parent, grandparent, child, grandchild, stepchild, sibling, sibling-in-law, step-sibling, child-in-law.
- 11.1.3 One designated person whose association with the unit member is equivalent to a family relationship, as designated by the unit member at the time they request leave, for any reason eligible for leave rights under the California Family Rights Act, not to exceed one designated person per 12-month period.

The above definition shall apply wherever reference is made to immediate family in this Agreement.

### **11.2 SICK LEAVE**

#### **11.2.1 Eligibility**

Sick leave benefits shall be available to all faculty covered by this Agreement including adjunct faculty. Any time taken as sick leave, which, upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the faculty member. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Section 11.4 of this Article (FMLA/CFRA).

#### **11.2.2 Application for Benefits**

A unit member shall report an absence of any duration to their immediate supervisor, or supervisor's designee prior to or during the first working hour of the unit member's workday unless an emergency makes notification impossible. One (1) notice to the unit member's supervisor or designee of the unit member's intent to be off consecutive days shall meet the requirements for notification for the entire period absent if the estimated duration of the absence is specified at the time of initial notice. Changes in the estimated duration of the absence shall be reported to the immediate supervisor as soon as possible.

Faculty shall be required to complete and submit electronically via the District approved timekeeping system for each separate pay reporting period within five (5) working days of their return to work to the immediate supervisor. Faculty who have recurring patterns of absence shall be counseled by the dean concerning those patterns. Physician's signature may be required on the prescribed form for leaves of any duration in cases of recurring patterns of absence following consultation with the appropriate Dean and will be required on any leave over five (5) workdays. The statement shall contain the physician's prognosis for recovery. At the faculty member's request, the details of prognosis will be maintained confidential within the District Human Resources Department.

Tenured / Tenure-track faculty members shall report sick leave for each hour of assigned work time they are absent when they are not absent for a full day. Absences of less than one hour shall be rounded up in 15-minute increments. For example, an instructional faculty member absent for a 50 minute class will report one hour of sick leave; an instructional faculty member absent for an 100 minute class will report one hour and 45 minutes of sick leave. A non-instructional faculty member absent for 110 minutes of assigned student appointment or other work time will report two hours of sick leave; a non-instructional faculty member absent for 80 minutes of work time will report one and one-half hour of sick leave.

Tenured / Tenure-track faculty absent for a full day shall report eight (8) hours of sick leave for each day of their absence, in addition to all scheduled overload assignments.

Adjunct faculty shall report sick leave for each hour of assigned work time they are absent. Absences of less than one hour shall be rounded up in 15-minute increments (see examples above).

#### 11.2.3 Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

Upon giving birth, the faculty member shall be eligible for six (6) weeks of continuous paid maternity leave (eight [8] weeks of leave are allowed for C-Section deliveries, the last two weeks of which would be covered by other paid or unpaid leave available to the unit member) without the need for a physician's statement. Upon returning to work the provisions of 11.2.11 shall be followed.

Adjunct faculty members who remain on sick leave from the end of one semester through the start of the subsequent semester shall be able to continue in paid status during the subsequent semester until the exhaustion of their accrued sick leave. Any catastrophic sick leave which may be granted shall be in addition to this leave.

Family Necessity Leave – A maximum of forty-eight (48) hours of accrued, full-salary sick leave credit may be used in a calendar year. Proper uses of Family Necessity Leave are: absence from duty to care for the unit member's family members as defined in Article 11.1.

#### 11.2.4 Sick Leave Allowance

Faculty with a full-time assignment shall accrue sick leave at the rate of eight (8) hours per month of paid service, beginning with the first (1st) month in which the faculty member begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportional for assignments other than full time. Unused, full-salary sick leave shall accrue without limitation. A tenured faculty member who resigns and is rehired within thirty-nine (39) months of the last date of paid service shall have all accumulated, unused full-salary sick leave credits restored.

In addition to any other entitlement for leave of absence for illness or injury with pay, a unit member hired on or after, or employed on or after, January 1, 2017, who is a former active duty member of the Armed Forces of the United States or a former or current member of the California National Guard or a federal reserve component, with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs, shall be entitled to leave of absence for illness or injury with pay of up to 12 days for the purpose of undergoing medical treatment, including mental health treatment, for his or her service-connected disability. Leave of absence for illness or injury credited pursuant to this paragraph that is not used during the fiscal year shall not be carried over and shall be forfeited. In order to establish eligibility for this leave, the employee must submit a Certificate of Release or Discharge from Active Duty, generally referred to as a "DD 214," or a Disability Ratings Determination from the Office of Veterans Affairs showing a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs. Use of this leave shall require notice to the supervisor prior to the absence occurring.

Adjunct faculty who become tenured/tenure-track faculty shall have their full-salary sick leave converted to their tenured/tenure-track assignment on the effective date of the contract. Tenured/tenure-track faculty who also have overload assignments shall separately accumulate and be eligible for sick leave benefits from each of their tenured/tenure-track and overload assignments.

Tenure/tenure-track faculty may utilize sick leave from their contract sick leave account for hourly assignments or may utilize sick leave from their hourly sick leave account for tenured/tenure-track assignments, provided the sick leave account against which their sick leave is being charged has been depleted.

A tenured/tenure-track employee who has both accrued contract sick leave and accrued hourly/adjunct sick leave may use leave from either accrued amount in the event of a qualifying absence, regardless of whether the absence is from tenured/tenure-track or hourly/adjunct assignment. Unless the employee requests in writing that the leave be deducted from a specified accrual amount the leave will be deducted based on the assignment from which the employee is absent. However, the two accrual amounts will be calculated and maintained separately for all other purposes, including but not limited to service credit for retirement.

NOTE: For purposes of accrual and usage, a full-day (100% paid assignment) shall be defined as eight (8) hours. Adjunct faculty shall earn sick leave at the rate of .057 multiplied by the hours worked each month. Upon retirement, adjunct faculty CalSTRS members shall have any existing sick leave balance converted to days for reporting to CalSTRS as delineated in Education Code Section 22717.

#### 11.2.5 Half-Salary Sick Leave

Unit members are eligible for half salary sick leave up to a maximum of one hundred (100) days of their assignment. Absence for any portion of a workday shall be considered as one complete day of half-salary sick leave. Unit members are eligible to be placed on half-salary sick leave status following the exhaustion of both their full salary sick leave accrual and their sick leave allotment for that fiscal year. The exact number of half salary sick leave days a unit member is eligible for will be computed by summing the total number of full salary sick leave days accrued, allotted, and used within the fiscal year, and then subtracting this total from one hundred (100). Unit members may continue on half-salary sick leave from one (1) fiscal year to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

Tenured/tenure-track faculty who exhaust their contract sick leave will utilize any hourly sick leave they have accumulated prior to being placed on half-salary sick leave status.

#### 11.2.6 When a faculty member is on half-salary sick leave at the end of a fiscal year and continues to be absent due to illness into the next fiscal year, they shall be placed on full-salary sick leave to the limit of the new year's entitlement from the previous year and is eligible for a new entitlement of half-salary sick leave.

### 11.2.7 Transfer of Accumulated, Full-Salary Sick Leave

Faculty who have previously worked for another California school or community college district may have their previous sick leave balance transferred to the San Diego Community College District pursuant to Education Code §87782.

### 11.2.8 Extenuating Circumstances and Special Conditions

11.2.8.1 Quarantines -- Faculty who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department or the unit member's health provider is submitted verifying the quarantine or isolation order.

11.2.8.2 Illness Preceding Death -- In the event of the death of a faculty member while absent because of illness, application for sick leave benefits may be made by their estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

NOTE: Only that period of illness immediately prior to and including the day of death of a faculty member is claimable as a sick leave benefit by the estate.

11.2.8.3 Work While Convalescing -- During an illness or while convalescing, a faculty member may return to work only when fully cleared as prescribed in 11.2.11 for absences of thirty (30) calendar days or more.

11.2.8.4 Termination of Employment -- If an hourly class cancels due to low enrollment, lack of funding or other reason, sick leave benefits cease (accrual and usage) upon termination of the employment relationship. This situation should be distinguished from those in which the faculty member severs the employment relationship before the end of the academic year. When a faculty member severs the relationship, the District may deduct from the final check a prorated amount representing unearned sick leave which has been previously used.

### 11.2.9 Personal Necessity Leave

11.2.9.1 A maximum of seven (7) workdays of accumulated, full-salary sick leave credit per fiscal year may be used for any of the following:

- 11.2.9.1.1 Death or serious illness of a member of the immediate family as defined in Article 11.1. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.
- 11.2.9.1.2 Accident involving the employee's person or property, or that of their immediate family as defined in Article 11.1.
- 11.2.9.1.3 Appearance in court as a litigant, or as a witness under an official order.
- 11.2.9.1.4 Personal observances or events which are of such significance that to be absent from duty is a personal necessity.
- 11.2.9.1.5 Unit members who are victims of domestic violence, sexual assault, or stalking shall not need prior approval to utilize this leave for purposes related to these reasons. In cases where this leave utilization for unit members who are victims of domestic violence, sexual assault, or stalking is known in advance, notification shall be provided to the unit member's supervisor as soon as the scheduled date(s) for the leave is known.

11.2.9.2 Absences for personal necessity may be taken in increments of one (1) hour and shall not be granted during a scheduled leave of absence.

11.2.9.3 Applications for personal necessity leave are to be submitted in writing to the site administrator five (5) working days in advance. In an emergency, (a personal event which an employee could not plan and had no control) applications for personal necessity may be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

#### 11.2.10 Catastrophic Illness or Injury Leave (reference Education Code 87045)

At the discretion of the District, this section will sunset and become null and void ninety (90) days after the District serves notice upon the Guild of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this Article will be completed.

Faculty members may contribute up to a maximum of sixty-four (64) accumulated sick leave hours (a minimum of eight [8] hours and in one [1] hour increments thereafter) per fiscal year to another unit member within the faculty bargaining unit or the classified bargaining unit. The parameters of the program are:

11.2.10.1 The illness/injury of the unit member or family member must be serious (life threatening or expected to incapacitate them for thirty calendar days or more) as verified by a physician. The District may require the faculty member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;

OR, the unit member is on pregnancy disability leave and has exhausted their sick leave.

11.2.10.2 Sick leave contributions will be solicited by AFT-Guild after the faculty member makes the need known to the AFT union representative or their appropriate manager. AFT will then forward the donated time received to the District Payroll Manager;

11.2.10.3 The ill/injured faculty member must have exhausted all accrued full-salary paid leaves;

11.2.10.4 Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;

11.2.10.5 A maximum of sixty (60) additional paid sick leave days may be utilized by each faculty member per catastrophic illness/injury;

11.2.10.6 Sick leave days donated will be paid at the salary level of the faculty member who receives such days;

11.2.10.7 AFT-Guild shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving sick leave time for catastrophic illness or injuries.

11.2.11 Return to Work

11.2.11.1 Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a

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written clearance of the attending physician indicating recovery and fitness to resume a full range of normal duties as determined by management.

11.2.11.2 In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to their full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment. The District will consult with AFT on the results of this evaluation.

## 11.3 LEAVES OF ABSENCE - APPLICATION

### 11.3.1 Eligibility

Long-term leaves of absence may be granted to faculty covered by this Agreement, subject to the stipulations delineated below.

### 11.3.2 Application for Leave of Absence

All requests for leave shall be submitted electronically via the District approved timekeeping system, with all necessary documentation, such as physician's statement of incapacity or prepared study program, attached. Requests for a leave of absence shall be submitted to the immediate supervisor with reasonable advance notice of the intended leave. The immediate supervisor shall forward the leave request through their President or Vice Chancellor to the Payroll and Benefits Manager.

If the leave is required for planned medical treatment or supervision, the faculty member shall make reasonable efforts to schedule the supervision or treatment to avoid disruption to the District.

#### Types of leave include:

Family Medical/CFRA Leave	11.4.1
FMLA/PDL	11.4.2
Parental Leave	11.6.5
Paid Maternity Leave	11.6.8
Professional Study Leave	11.5.1
Service to Other Public Agencies/Institutions	11.5.2
Long-Term Military Leave	11.5.3

Travel Leave	11.5.4
Personal Business Leave	11.6.1
Bereavement Leave	11.6.2
Judicial and Official Appearance Leave	11.6.3
Jury Duty	11.6.3
Short-Term Military Leave	11.6.4
Other	11.5.5

**11.4 FAMILY MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT/  
PREGNANCY DISABILITY LEAVE (FMLA/CFRA/PDL)**

The parties recognize that this language is based on an active body of law and, as changes occur, the law will prevail.

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
<b>You are eligible if:</b>	You are disabled by a pregnancy, child birth, or pregnancy-related conditions(s), i.e. your absence from work is medically necessary because you are disabled by pregnancy or a pregnancy related condition. There are no eligibility requirement for PDL. An employee is eligible to take PDL immediately after being hired.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you have at least 1,250 hours of services (hours worked) in the 12 month period immediately preceding the leave.	You have worked for the District for at least 12 months and you are either a faculty member (full-time & part-time) or contract classified member.
<b>How much leave do I get?</b>	4 months, defined as 17 $\frac{1}{3}$ weeks based on your hours in a regularly scheduled work week. This leave will run concurrently with FMLA.	12 work weeks within one year of the child's birth, adoption, or start of foster care OR because of a serious pregnancy-related medical condition. This leave will run concurrently with PDL.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run after PDL and concurrently with FMLA.	12 work weeks within one year of the child's birth, adoption, or start of foster care. This leave will run concurrently with CFRA Bonding leave, but after PDL/FMLA relating to pregnancy disability.

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
<b>Will I lose my job while on leave?</b>	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.	No. You will be reinstated to the same position with the same pay and benefits upon your timely return.
<b>Will I be paid on leave?</b>	Maybe. This type of leave is unpaid, but you may use your accrued paid leaves (i.e. sick) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive advancement of sick leave and half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay requires written notice to the unit member's supervisor.	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive advancement of sick leave and half-salary sick leave upon request to the District Payroll department. In some cases, you may also be eligible for Catastrophic Leave from the AFT Guild if available to your unit. Leave without pay requires written notice to the unit member's supervisor.	Maybe. This type of leave is unpaid, but you may use your paid leaves (i.e. sick) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive advancement of sick leave and half-salary sick leave upon request to the District Payroll department. Leave without pay requires written notice to the unit member's supervisor.	Maybe. This type of leave is unpaid, but you may use your paid full and half salary leaves (i.e. sick, ) concurrently with this leave. Faculty members (full-time & part-time) or contract classified members can receive advancement of sick leave and half salary sick leave from the District Payroll Department. Leave without pay requires written notice to the unit member's supervisor.
<b>Am I required to use sick/vacation leave?</b>	No. It is your choice to use sick leave, or other paid leaves concurrently with PDL. However, if you decide not to use your paid leave or you have none available, your use of PDL will be unpaid.	No. It is your choice to use sick leave, or other paid leaves concurrently with FMLA. However, if you decide not to use your paid leave or you have none available, your use of FMLA leave will be unpaid.	No. It is your choice to use sick leave, or other paid leaves concurrently with Bonding Leave (CFRA). However, if you decide not to use your paid leave or you have none available, your use of Bonding Leave (CFRA) will be unpaid.	No. It is our choice to use sick leave, or other paid leaves concurrently with Parental Leave. However, if you decide not to use your paid leave or you have none available, your use of Parental Leave will be unpaid.

	<b>Pregnancy Disability Leave (PDL)</b>	<b>Family &amp; Medical Leave Act (FMLA)</b>	<b>Bonding Leave (via CFRA)</b>	<b>Parental Leave (PL)</b>
<b>Notice Requirement?</b>	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.	Yes. You must provide the District with a 30 day advance notice if possible. If a 30 day advance notice isn't possible, you must give the District notice as soon as practicable.
<b>Am I required to take leave all at once?</b>	No. You may take your leave all at once or intermittently. However, medical certification is always required to show that the leave is related to your pregnancy or pregnancy related condition.	Maybe. You are entitled to intermittent leave if you or your child has a serious health condition related to pregnancy or childbirth. Otherwise, you need the approval of your supervisor to take intermittent leave. A physician's certification will determine the leave type and length of leave needed.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.	No. You may take leave in separate two week blocks, intermittently, so long as the leave is taken within 1 year of the birth, adoption, or start of foster care. Leave can also be taken intermittently in less than two week blocks subject to the approval of your supervisor.
<b>Will the District continue to pay for my health coverage and other benefits?</b>	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.	Yes, if you are currently receiving healthcare through a District plan you will continue to receive these benefits during your leave and other benefits. However, an employee on unpaid FMLA leave enrolled in any of the District's United HealthCare plans must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage.

	Pregnancy Disability Leave (PDL)	Family & Medical Leave Act (FMLA)	Bonding Leave (via CFRA)	Parental Leave (PL)
<b>Medical certification required?</b>	Yes, you must submit a medical certification of the disability related to your pregnancy or pregnancy related condition.	Yes, you must submit a medical certification of the serious health condition.	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).	No, in cases of bonding leave we do not require a medical certification. However, the District does require reasonable documentation such as a birth certificate, or court documents (in cases of adoption).
<b>Is my partner/spouse entitled to leave?</b>	No. PDL only applies to the birthing parent who has a disability related to the pregnancy.	Yes.	Yes. Both parents (including fathers, adoptive/foster parents, or same sex parents).	Yes. Both parents (including fathers, adoptive/foster parents, or same sex parents).
<b>Will I continue to accrue seniority?</b>	Yes.	Yes.	Yes.	Yes.

*\*requires prior approval from supervisor*

**Legend:**

**FMLA:** 12 weeks unpaid leave, eligibility criteria apply, requires doctor's note, runs concurrently with CFRA/PDL/PL.

**CFRA:** 12 weeks unpaid leave, eligibility criteria apply, requires doctor's note unless baby bonding, runs concurrently with FMLA/PL. If just using for baby bonding, CFRA does not run concurrently with PDL.

**PDL:** Four months unpaid leave, no eligibility criteria, requires doctor's note, runs concurrently with FMLA.

**ML:** Maternity Leave, no eligibility criteria, no doctor's note, time is six (6) fully paid weeks from date of birth for regular delivery without using sick leave, and eight (8) weeks for cesarean delivery (last two weeks of the eight weeks are covered by

accrued full-salaried leaves or if no full-salaried leaves are available, donated sick leave will be made available to the unit member).

**PL:** Parental Leave (reference Ed Code 88196.1) eligibility: must work for 12 months, no doctor's note, maximum of 12 weeks of paid leave drawn from accrued leave, then half-salary sick leave from baby's birth, runs concurrently with CFRA.

\*\* This type of leave is unpaid, but you may use your paid leaves (i.e. sick) concurrently with this leave. If you are a contract employee and run out of full salary sick leave you can receive advancement of sick leave and half-salary sick leave upon request to the District Payroll department.

#### 11.4.1 FMLA/CFRA

##### 11.4.1.1 Definitions

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
- CFRA – California Family Rights Act administered by the California Department of Fair Employment and Housing.

These two acts run concurrently, unless PDL is used and CFRA is used for only Parental Leave/Bonding Leave, then CFRA does not run concurrently.

##### 11.4.1.2 Conditions

FMLA and CFRA shall run concurrently, except in the case when PDL is used. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under the FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.

##### 11.4.1.3 Eligibility

A unit member is eligible for a FMLA/CFRA leave if they: (1) have been employed for at least twelve (12) months; and (2) have a minimum of 1250 (twelve hundred fifty) hours of service (hours worked) in the twelve (12) month period immediately preceding the leave.

#### 11.4.1.4 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave.

Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

#### 11.4.1.5 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however, nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

#### 11.4.1.6 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying:"

- 11.4.1.6.1 The birth of a child of the unit member, and to care for the newborn child;
- 11.4.1.6.2 The placement of a child with the unit member for adoption or foster care;
- 11.4.1.6.3 Providing for the care of the unit member's (family member as defined in 11.1) who has a serious health condition;
- 11.4.1.6.4 Because of a serious health condition that makes the unit member unable to perform the essential functions of their position.
- 11.4.1.6.5 The care of the employee's spouse, child, parent, or next of kin who is a covered servicemember with a serious injury or illness.
- 11.4.1.6.6 A qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, son, daughter, parent, or registered domestic partner in the United States Armed Forces.

Unlike the FMLA, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition (refer to Article 11.4.2).

#### 11.4.1.7 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave.

Medical certification required for the unit member's own serious health condition shall include:

- a) the date when the serious health condition began;
- b) the probable duration of the condition; and
- c) a statement that due to the serious health condition, the unit member is unable to perform the essential functions of their position.

Medical certification is required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse or domestic partner and shall include:

- a) the date on which the serious health condition commenced;
- b) the probable duration of the condition;
- c) an estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and
- d) a statement that the serious health condition warrants the participation of a family member to provide care.

The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### 11.4.2 FMLA/PDL

#### 11.4.2.1 Definition

- FMLA – Family Medical Leave Act administered by the United States Department of Labor.

- PDL – Pregnancy Disability Leave.

These two acts run concurrently.

#### 11.4.2.2 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA only. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 11.4.1.2 shall apply.

Separately CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one year of the child's birth.

#### 11.4.2.3 Eligibility

Pregnancy Disability Leave is available to probationary employees upon the date of hire. PDL is available to permanent unit members and will run concurrently with FMLA.

#### 11.4.2.4 Notice

Unit members wishing to take FMLA/PDL must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave.

Whenever a unit member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

#### 11.4.2.5 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

11.4.2.6 FMLA/PDL Qualifying Reason

The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

11.4.2.7 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA/PDL leave to report periodically on the employee's status and intent to return to work.

11.4.3 Compensation

Leaves as described in this Section (11.4) are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

11.4.4 Maintenance of Health Benefits

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working. This does not apply to faculty members covered under a COBRA qualifying event.

11.4.5 Reinstatement

The District shall reinstate a unit member on leave as provided for by this Section (11.4) and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave. Leaves taken under this section shall not be considered a break in service for purposes of tenure, promotion, seniority, or sabbatical leaves.

11.5 OTHER UNPAID LEAVES OF ABSENCE

### 11.5.1 Professional Study Leave

Requests for professional study leave must be accompanied by an outline, in writing, of the plan that is to be followed and the institution to be attended. In addition, a clear statement must be included in the request indicating the need for education study and the potential value to the District upon completion of such study.

### 11.5.2 Service to Other Public Agencies and Institutions

At the discretion of the Chancellor, long-term leaves of absence may be granted to faculty to serve another public agency, or the statewide Academic Senate, in a capacity which will benefit the District and the faculty member, or to serve as an elected official in public office. This leave may be used for exchange faculty assignments where the faculty member's salary is to be paid by another university, college or district, or by a foreign nation. Leaves from this section shall not exceed two years unless an extension is expressly granted by the Chancellor.

A tenured/tenure-track unit member elected to the Legislature shall be granted an unpaid leave following the provisions of Education Code section 87701.

### 11.5.3 Long-Term Military Leave (more than 30 workdays per fiscal year)

A faculty member shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely, except when the service commitment is voluntarily extended.

11.5.3.1 Salary Entitlement (first 30 (thirty) days) – A faculty member who has a minimum of one (1) year of prior service with the District shall receive their salary for the first 30 (thirty) days of ordered military duty. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed 30 (thirty) days in any college year. (See Section 11.6.4)

#### 11.5.3.2 Benefits Entitlement

A faculty member shall continue to receive District-paid health care benefits while on Military Leave for thirty (30) days or less. When Military Leave lasts in excess of thirty (30) days, they may elect to continue health care coverage for them and any eligible dependents for a maximum of twenty-four (24) months at their own expense.

11.5.3.3 Return to the District – A faculty member, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the

faculty member shall not be entitled to sick leave, or salary for the period they were on leave, except as noted above.

11.5.3.4 **Forfeiture of District Position** – A faculty member who voluntarily requests and obtains an extension of their tour of duty shall forfeit all rights of return to a position with the District.

11.5.4 **Travel Leave**

After ten (10) years of service to the District, a faculty member may apply for a leave of absence for travel, without pay, for a period not exceeding one (1) academic year, to be taken on a one (1) semester or two (2) semester basis.

11.5.5 **Other Leaves**

A faculty member may be granted a long-term leave of absence for other reasons at the discretion of the Chancellor.

11.5.6 **Length of Leave**

Unpaid leaves of absence may be granted for periods up to a year, and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full academic years in addition to any remaining portion of a year in which the leave began.

11.5.7 **Salary Considerations**

Salary-step increases are allowed only for study leaves (where required units are earned) and leaves to serve other public agencies.

11.5.8 **Retention of Earned Sick Leave**

Faculty on long-term leaves of absence shall retain any prior sick leave which may have accumulated, but shall not accumulate any additional sick leave rights during the leave period.

11.5.9 **Return from Leave**

At the expiration of a leave of absence, a faculty member shall be reinstated in a position for which they qualified at the commencement of the leave of absence and shall retain the tenure status which they had earned prior to the leave of absence.

11.6 **PAID LEAVES OF ABSENCE**

### 11.6.1 Personal Business Leave with Pay

Faculty *may* be excused from duty with verbal or written permission from the supervisor for a period of not more than two (2) hours per month in increments of fifteen (15) minutes. If the supervisor denies the request, said denial is not grievable. Upon return from Personal Business leave, a faculty member must electronically submit the leave report via the District approved timekeeping system. Valid reasons for and conditions of personal business leave are limited to the following:

- a) Death or illness in immediate family (extension of bereavement leave).
- b) Extension of paternity/adoption leave in emergency cases.
- c) Unavoidable transportation delay.
- d) Private legal matters, including marriage and divorce.
- e) Attendance at college graduation ceremonies (immediate family).
- f) Participation in college graduation ceremonies.
- g) Attendance, as officer or delegate, at civil or fraternal conventions.
- h) Funeral attendance.
- i) Emergency child-care or caregiving of family members as defined in Section 11.1.
- j) Meeting spouse/domestic partner from or seeing them off to overseas duty.
- k) Attendance at wedding.
- l) Taking examinations.
- m) To serve as executor of a will.
- n) Medical appointments.
- o) Religious observances.
- p) Registering for classes.
- q) Attendance at child's individual parent-teacher consultation.
- r) District or AFT sponsored retirement workshops.

### 11.6.2 Bereavement Leave

11.6.2.1 Absence with pay for a period not to exceed five (5) workdays shall be granted to a unit member upon request, upon the death of a member of their immediate household or family members as defined in California Government Code section 12945.2. Examples of family members include, but are not limited to, the unit member's:

- Child, Step-Child, Child-in-law (or person raised by the unit member)
- Spouse (or certified domestic partner)
- Parent (or person who raised the unit member), Step-Parent, or Parent-in-Law
- Sibling, Step-Sibling, Sibling-in-law, or Sibling by adoption

- Grandparent
- Guardian or Ward
- Grandchild or Stepchild
- “Designated Person” as defined in Article 11.1.3

Up to five (5) additional days of accumulated full salary sick leave may be used for the aforementioned bereavement purposes.

11.6.2.2 Up to three (3) days of accumulated full salary sick leave may be used for bereavement purposes upon the death of the unit member's:

- Parent's Sibling
- Niece, Nephew, or Sibling's Child
- Divorced spouse or in-law
- Cousin

11.6.2.3 Leave may be secured by verbal request, but requires submission of the appropriate leave request electronically via the District approved timekeeping system upon return to duty. Supervisors may request validation which may be in the form of a memorial service announcement, published obituary, or other documentation. Supervisors may also request that the unit member submit a signed statement attesting to the fact that the family member indeed raised or was raised by the unit member if the family member was not the unit member's parent or child.

11.6.2.4 Leave from sections 11.6.2.1 – 11.6.2.3 above must be used within six (6) months following the death of the family member.

11.6.2.5 Leave granted to eligible faculty working summer assignments shall not be extended by the use of personal necessity leave.

### 11.6.3 Judicial and Official Appearance Leave

Judicial and Official Appearance Leave shall be granted for the purposes of regularly called jury duty, (except for voluntary grand jury service), appearance as a witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the misconduct of the unit member.

The unit member seeking an official judicial appearance leave shall submit a request, accompanied by the official order to appear, to their Dean on the next working day after they receive notice to appear.

The unit member shall be granted a leave for a duration not to exceed those specified by the requirements of the official order.

Unit members shall return to work during their regular workday when they serve only a partial day on jury duty. However, a unit member shall be excused from work for the day if the actual time of jury service, including reasonable travel time, equals or exceeds seventy-five percent (75%) of the hours in the unit member's normal workday.

Leaves granted under these provisions shall be without loss of compensation. Per diem or other travel expenses shall be retained by the faculty member.

Upon completion of duty, the unit member shall have the secretary of the court complete a "notice of duty termination and return to work." Unit members shall submit all necessary documentation to their Dean within five (5) business days of returning to work.

#### **11.6.4 Short-Term Military Leave**

A faculty member shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the armed forces, and for the purpose of engaging in ordered, temporary military training not to exceed 30 (thirty) workdays per college year.

- 11.6.4.1 Faculty who are members of military reserve units shall request their military active-duty training orders occur outside their regular assignment.
- 11.6.4.2 Short-term military leaves for active duty will be granted during the college year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during recess periods.
- 11.6.4.3 The leave request form shall be submitted with copies of official orders attached.

#### **11.6.5 Paid Parental Leave**

Leave for unit members after delivery of baby or placement of adopted or foster child.

##### **Conditions**

Leave for unit members to bond with baby or placement of adopted or foster child. Does not run concurrently with PDL. Does run concurrently with CFRA. Leave under Parental Leave must conclude within the first year of baby's birth or placement. An employee shall not be provided more than one 12-week period for paid parental leave during any 12-month period. Unit members on Parental Leave can use accrued sick leave until exhausted and then use half salary sick leave up to an accumulated total of 12 workweeks. Parental Leave can run subsequent to the termination of PDL and then concurrently with CFRA for baby bonding.

### Eligibility

Unit members must have worked for the District for a minimum of 12 months prior to the beginning of leave. No other requirements need to be met.

### Notice

Unit members wishing to take Parental Leave must provide the District with at least thirty (30) days advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for Parental Leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

### Duration

The duration of Parental Leave shall not exceed twelve (12) weeks. This leave can be taken in increments.

#### 11.6.6 Interim or Acting Administrative Assignment

Faculty serving in a temporary interim or acting administrative assignment shall be compensated according to the terms and conditions of that unit's collective bargaining agreement or handbook and shall not be considered a member of the faculty bargaining unit for the duration of said interim or acting assignment. Step movement and other seniority rights shall not diminish during these assignments.

#### 11.6.7 Physical Examinations and Vaccinations

The District will pay the full cost and provide the appropriate paid release time and travel time for any medical examinations or screenings, vaccinations, or tuberculosis tests required of the unit member as a condition of the unit member's employment with the District.

#### **11.6.8 Paid Maternity Leave**

Upon giving birth, the unit member shall be eligible for six (6) weeks of continuous paid maternity leave (eight [8] weeks of leave are allowed for C-Section deliveries, the last two [2] weeks of which would be covered by other paid or unpaid leave available to the unit member) without the need for a physician's statement.

#### **11.7 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE**

Where a unit member requires a leave of absence due to injury or illness arising out of and in the course of employment with the District, the District will provide up to sixty (60) workdays of paid Industrial Accident and Illness Leave pursuant to Education Code Section 87787, California Workers' Compensation Law and the District's policies and procedures. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article VIII. Unit members should consult the District's Human Resources Department or the AFT for more information on Industrial Accident and Illness Leave.

#### **11.8 REINSTATEMENT**

Any tenured faculty member who resigns from the District and is reemployed following a search process within 39 (thirty-nine) months after their last day of paid service shall have restored to them all of the rights and benefits of a regular faculty member pursuant to Education Code Section 87731.

## ARTICLE XII - RIGHTS OF PARTIES

### **12.1 FACULTY RIGHTS**

- 12.1.1 The Board and the Guild agree to work cooperatively to promote and maintain a climate of free, impartial, and responsible inquiry and discussion.
- 12.1.2 The Pursuit of Truth. The District and the AFT Guild agree that academic freedom is essential to the teaching-learning process. The fundamental need is acknowledged to protect faculty from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching function.
- 12.1.3 Discipline of Students
  - 12.1.3.1 The District is committed to a safe working environment. The following student behaviors will not be tolerated. Students engaging in any of these behaviors will be disciplined in accordance with District Policies and Procedures. Behaviors which will result in discipline up to and including expulsion include:
    - 12.1.3.1.1 Any threat of force or violence or any assault or battery upon a student or college personnel. (All statements of violence whether general or directed at a specific target will be taken seriously.)
    - 12.1.3.1.2 Possession of a firearm, explosives, unlicensed dangerous chemicals, any object identified in Penal Code 626.10, or any object used in a dangerous manner.
    - 12.1.3.1.3 Willful misconduct which results in injury or death to a student or college personnel.
  - 12.1.3.2 Faculty members (with the assistance of the College Police if necessary) may remove from the class, for that day, and the following class meeting any student whose actions constitute a threat to the safety of the classroom or its occupants, or whose behavior causes a disruption in the education process of other class members. In the event of removals which allege violence, the faculty member shall immediately contact the dean responsible for student affairs (discipline), the unit member's dean, and the College Police. The unit member shall have the right to a follow-up meeting with the dean responsible for student affairs (discipline), the unit member's

dean, and the College Police, to be apprised of the status of the reported incident prior to the student returning to class.

- 12.1.3.3 The District shall provide for the defense of any civil action brought against a unit member arising out of student disciplinary action in accordance with District Policies and Procedures and shall compensate the unit member at the unit member's non-classroom rate of pay for any time required by the District, and approved in advance, to be spent outside of their regularly assigned workweek related to said litigation. A substitute will be provided, as determined by the dean in consultation with the unit member, if said litigation proceedings require the unit member to miss a class meeting.
- 12.1.3.4 During student disciplinary hearings the unit member may be required to attend, and in this event, the unit members shall have the right to union representation. The District shall compensate adjunct faculty members at the adjunct faculty member's non-classroom rate of pay for the time required to participate in the hearing proceedings if the hearing is outside of their regularly assigned workweek. A substitute will be provided, as determined by the dean in consultation with the unit member, if said litigation proceedings require the unit member to miss a class meeting.

#### 12.1.4 Assault on Faculty

Unit members shall report to their immediate supervisor and appropriate law enforcement authorities incidents in which they have been attacked, assaulted, battered, or menaced by any person on District property or assigned facilities.

The District shall give full support, including legal and other assistance, for any assault upon faculty members while acting in the discharge of their assigned duties. In cases where assault results (e.g. worker's compensation) in injury and/or absence from work, the following conditions apply:

- 12.1.4.1 If absence occurs from such assault or injury, the unit member shall not forfeit any sick leave in accordance with available leaves as specified in the Education Code or this Agreement.
- 12.1.4.2 Benefits derived under this Agreement shall continue beyond the period of any Workers Compensation until all benefits have been exhausted.

- 12.1.4.3 The unit member concerned shall advance on the salary schedule during such period in accordance with the provisions of the salary schedule.
- 12.1.4.4 The District shall reimburse unit members for any loss, damage, or destruction of clothing or personal property of the unit member while on duty on the site premises or at a District sponsored activity.

#### 12.1.5 Faculty Privacy

While efforts will be made to ensure the privacy of District email system users, this may not always be possible. Unit members are granted the use of electronic information systems and network services to conduct District business and the District reserves the right to access and inspect stored information without the consent of the user. Disclosure of any information will comply with local, state, and federal laws and District policies and notice shall be given to the unit member if any such disclosure or inspection occurs.

The District shall provide to the Guild and the affected unit member a copy of any manner of public records act request it receives which specifically names a unit member within ten (10) days of the receipt of said request.

- 12.1.6 Academic freedom and freedom of expression afford the faculty the right to speak freely, pursue research and write, without unreasonable restrictions or prejudices; and to evaluate and be evaluated fairly and objectively, based upon academic merit in accordance with the constitutional protections of free speech.

Consistent with Board Policy 4030 the District is committed to an academic environment that embraces the principles of academic freedom and freedom of expression. This commitment is based upon the value that free expression is essential to excellence in teaching, learning, critical inquiry and service to the community.

### 12.2 GUILD RIGHTS

- 12.2.1 The Guild and its duly authorized campus representatives shall have the use of District facilities.
- 12.2.2 The Guild shall have the right to use District copying equipment and services provided such use does not interfere with instructional support services and provided the Guild reimburse the District for actual costs.
- 12.2.3 The Board shall set aside reasonable bulletin board space for Guild use. Bulletin boards shall be located prominently in areas frequented by faculty

such as mailbox areas and lounges. The Guild shall be responsible for keeping material updated.

12.2.4 Faculty members who are duly authorized Guild representatives shall be free to conduct official Guild business, including grievance representation activities, on campus property and as necessary to the performance of Guild responsibilities to members of the bargaining unit, provided such activity does not interfere with the instructional process.

12.2.5 The president of the Guild or their designee shall have the right to submit arguments and data relative to agenda items at Board meetings. Guild presentations at Board meetings shall not interfere with or disrupt the orderly conduct of Board meetings. The District shall furnish the Guild with two (2) copies of all regular Board meeting minutes and two (2) copies of each meeting agenda together with all docket materials.

12.2.6 A campus faculty parking identification sticker shall be provided to the Guild for its designated local staff representative(s).

12.2.7 The District will give the Guild two (2) copies of all tentative, preliminary, and final budgets.

12.2.8 Paid staff representatives of the Guild or its affiliates may meet with faculty members on campus provided that they identify themselves in the office of the college/center chief administrator and provided that no interruption of instruction results.

12.2.9 The Guild shall have the right to use the District mail service and faculty mailboxes for communication with faculty members. AFT Guild materials that can be included in the regular District mail delivery process will be distributed to all faculty mailboxes at Mesa College. The District will not be responsible for delivering time sensitive materials any sooner than the regular mail distribution system allows.

The Guild shall be given the opportunity to have a representative attend and speak at the annual/semester site faculty meetings. The Guild shall be entitled to have announcements of meetings included in official publications of the San Diego Community College District.

12.2.10 To provide a means for consultation on matters outside the scope of representation and matters related to the administration of the Agreement, there shall be created a Consultation Committee composed of the Chancellor, or designee, and the Guild president, or designee, and such other individuals as either shall appoint. The committee shall meet on a regular basis and each party shall have the right to submit agenda items.

The Guild shall have the right to assign a representative to Continuing Education Center meetings which pertain to budget development at the site and division levels. The Union agrees to notify the District in writing of the names of authorized staff representatives upon appointment.

- 12.2.11 Within the limits of the Privacy Act, names, job titles, home addresses, and telephone numbers of all faculty members shall be provided to the Guild no later than forty-five (45) days from the first (1<sup>st</sup>) day of each recognized academic term, semester, or summer session.
- 12.2.12 The Guild shall be granted 8.0 FTEF yearly of paid released time to be used at the discretion of the Guild. The District will provide additional substitute hours for members of the AFT Guild negotiating team when negotiating with the District and for substitute hours for the Guild's Grievance Chair when meeting with District representatives in attempting to resolve formal grievances.
- 12.2.13 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of the representation provided faculty as of the date of this Agreement, unless otherwise provided by the express terms of this Agreement.
- 12.2.14 The Guild may designate one (1) faculty representative to serve on the District Governance Council.
- 12.2.15 The Guild will be notified at least two (2) weeks prior to any District-wide orientation program at which new unit members represented by the Guild are scheduled to attend. The District agrees that the date, time, and place of the orientation shall not be disclosed to anyone other than the unit members, the Guild, or a District vendor that was contracted to provide a service(s) for the purposes of the orientation program.

#### 12.3 MANAGEMENT RIGHTS

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

#### 12.4 ACADEMIC SENATE RIGHTS

The District will provide each Academic Senate at the City, Mesa, Miramar, Continuing Education Colleges with 2.0 FTEF reassigned time per academic semester.

Each Academic Senate President shall receive a monthly stipend equivalent to 20% of their base salary according to the formula: [(Monthly Base Salary x 12)/Contract Length] – (Monthly Base Salary) = Monthly Stipend Amount. 12-month tenured/tenure-track faculty are not eligible for any additional pay.

- Example: 11-month Faculty whose base salary is \$12,236.97 would earn an additional \$1,112.45 per month for 11 months
- Example: 10-Month Faculty whose base salary is \$12,236.97 would earn an additional \$2,447.39 per month for 10 months

## ARTICLE XIII - CALENDAR

- 13.1 There shall be established a District Calendar Committee to prepare an academic calendar that enhances the instructional process. The committee shall be composed of equal numbers of representatives of each exclusive bargaining agent and a representative of management appointed by the Chancellor. All parties have the right to bring in consultants as needed. The committee shall serve to represent the concerns of the interested parties by the formulation of an appropriate calendar to be presented to the Chancellor or their designee. Subsequent to the final recommendation of the District Calendar Committee to the Chancellor or their designee, the AFT Guild will have the right to submit an independent recommendation of an academic calendar. If the Guild elects to submit an independent recommendation, that recommendation will be docketed for consideration by the Board in addition to the Chancellor's recommendation.
- 13.2 The work year for individual faculty members will follow the Board-adopted calendar for the respective organization (Credit Colleges or Continuing Education) based upon the location of the faculty member's assignment.

## ARTICLE XIV - DUE PROCESS

- 14.1 When problems arise in the performance of assigned duties and responsibilities, the District will attempt to assist the faculty member in solving these problems. Should discipline be warranted, such discipline shall be administered progressively, beginning with a measure appropriate to the severity of the infraction. Discipline includes the District's rights to reprimand, to suspend (with or without pay), or to terminate a faculty member. Discipline shall not be administered without just cause.  
No part of the video or audio recording or livestream of a distance education or HyFlex assignment may be used as evidence in or to initiate any type of disciplinary proceeding against the faculty member, nor shall it be accessed and/or utilized to view or review any part of the assignment for any reason, including a response to a complaint.
- 14.2 All faculty are eligible for a hearing prior to any disciplinary action involving loss of pay. The hearing shall be conducted by a management employee appointed by the District and outside of the unit member's line of supervision. The management employee conducting the hearing cannot have been involved in the investigation, review, consultation, or recommendation of discipline in the subject of the hearing or be otherwise incapable of providing an impartial hearing. If a unit member of the Guild elects to be represented by the Guild in a disciplinary matter the unit member shall be allowed to have no more than three (3) Guild representatives present during the pre-disciplinary hearing, consisting of the Guild's attorney, Guild President, and Guild representative or Grievance Chair. Only one (1) of these Guild representatives will be allowed to be the spokesperson during the hearing.
- 14.3 In all cases involving a hearing, the appropriate manager, serving as a hearing officer, shall be required to provide in writing the following:
  - 14.3.1 The proposed disciplinary action,
  - 14.3.2 A statement of charges,
  - 14.3.3 The rule, regulation, practice, or policy involved.
  - 14.3.4 Statements of faculty member's right to review, and/or receive copies of any documents or evidence,
  - 14.3.5 Statement of faculty member's right to respond orally or in writing, or both, and
  - 14.3.6 Right of faculty member to have representation.
- 14.4 The hearing date and time shall be set no sooner than fourteen (14) calendar days after delivery of the written notice, unless an earlier date is mutually acceptable.

- 14.5 After the hearing has been concluded and all pertinent facts have been reviewed, the hearing officer shall notify the parties in writing of the final decision within ten (10) calendar days.
- 14.6 Any disciplinary action which involves the deprivation of salary or termination of employment is subject to Step III of the grievance procedure, after a final decision has been rendered.
- 14.7 A tenured/tenure-track faculty member who submits a written resignation under stress or duress may, within ten (10) workdays following the date said resignation was submitted, withdraw the resignation without prejudice.
- 14.8 Prior to the placement of any letter of reprimand into a faculty member file, the faculty member shall be given the opportunity to review the letter of reprimand and provide a written response including relevant documentation.
- 14.9 Investigations of bargaining unit members after a complaint has been received.

At the point the District takes disciplinary action against the accused unit member:

The District shall disclose the identity of the complainant to the accused unit member and provide the accused unit member with a copy of any written complaint, and any transcription, if such exists, of any oral complaint.

The District shall provide to the accused unit member the content of any interview (relevant to the investigation) conducted during the course of the investigation, including the identity of those interviewed, and the identity of the District agent(s) who conducted the interview(s).

The District shall inform the accused unit member of their right to union representation or the unit member's own representative.

## **ARTICLE XV - EVALUATION OF FACULTY**

All tenured, tenure-track, adjunct, and restricted college faculty are to be evaluated according to the procedures outlined in this Article.

### **15.1 TENURED/TENURE-TRACK FACULTY**

#### **15.1.1 Purposes**

The purposes of administrative, peer, and student evaluation of faculty shall be to assess teaching effectiveness, to encourage professional growth, and to make informed decisions regarding retention, tenure, promotion, and salary advancement whenever appropriate. The procedures set forth in this Article XV of this Agreement regarding evaluation and the granting or denial of tenure and/or promotion are intended by the Guild and the District to be applied in such a manner that they will avoid arbitrary and capricious recommendations and decisions.

Evaluation committee members should refer to Article VIII, Sections A4.6 and A4.7, for general standards regarding tenure and promotion.

The parties agree that the addition of language to this collective bargaining agreement regarding online evaluation procedures and instruments does not imply agreement between the parties that online education and classroom-based instruction are the same with respect to factors affecting performance and evaluation of performance. The parties also agree that nothing in this language will be interpreted to mean that one form of instruction (online or classroom-based) is equivalent or non-equivalent, superior, or inferior to the other.

#### **15.1.2 Frequency**

A comprehensive evaluation will be completed during each of the following full years of service. A full year of service is defined as having worked for at least seventy-five percent (75%) of the evallee's assigned academic year, unless expressly contraindicated by another article of this Agreement, or state or federal law. In any case, faculty eligible for promotion shall be expected to meet or exceed the promotional standards outlined in Article VIII of this Agreement in order to be promoted.

##### **15.1.2.1 An evaluation shall be completed during each full year of probationary service (four [4] years in most cases). Unless the faculty member has received early tenure, the faculty member's fourth (4<sup>th</sup>) year evaluation will culminate with a recommendation**

either in favor of both tenure and promotion to Associate Professor, or in a recommendation to deny tenure.

- 15.1.2.2 An evaluation shall be completed during the second (2<sup>nd</sup>) year following the awarding of tenure and every two (2) years hence until promotion to Professor.
- 15.1.2.3 Evaluation for promotion from Assistant Professor to Associate Professor shall occur during the evaluatee's fourth (4th) full year of service. Evaluation for promotion from Associate Professor to Professor shall occur during the evaluatee's eighth (8th) full year of service. Time worked in a District assignment different from the faculty member's regular assignment will be counted toward the 75% (seventy-five percent) of the work year requirement for the academic year for purposes of promotion.
- 15.1.2.4 An evaluation shall be completed every three (3) years for faculty who hold the rank of Professor.

15.1.3 Timelines

- 15.1.3.1 Probationary and promotional evaluations shall be performed during the fall semester without exception unless the unit member is on an approved leave. All other evaluations shall be performed during the spring semester unless an exception is made by the Dean with the approval of the appropriate campus Vice-President in consultation with the Guild Vice-President. In the case where a fall semester promotional evaluation is postponed to the spring, the promotion shall become effective retroactively to the preceding September 1, once the appropriate college committee reviews have taken place during the subsequent fall/spring semesters.
- 15.1.3.2 Evaluation committees shall be convened, and the first committee meeting held, no later than the third week of instruction of the full-term fall or spring semester. All probationary and promotional evaluation committee meetings shall be held in-person. It is strongly recommended but not required that other evaluation committee meetings be held in-person as well.
- 15.1.3.3 Evaluation committee members shall complete their observations, and student evaluations shall be completed, no later than one month prior to the last working day of December.
- 15.1.3.4 All materials, including those provided by the evaluatee, must be submitted and all Evaluation Committee meetings must be

completed and the results must be forwarded to the appropriate Vice President no later than ten (10) working days prior to the last working day of December, unless expressly approved by the appropriate Vice President, in consultation with the appropriate Guild tenured/tenure-track vice-president.

- 15.1.3.5 For all non-promotional and non-probationary evaluations, the deadline shall be no later than the last day of the spring semester.
- 15.1.3.6 In cases of probationary and promotional evaluations, and below satisfactory biennial or triennial evaluations, notification that the evaluatee's Performance Review File is complete, including written comments from the Vice President when appropriate, must be forwarded to the appropriate Tenure and Promotion Review Committee (TPRC) by the first day of professional development week of the following semester, unless expressly approved by the appropriate Vice President, in consultation with the appropriate Guild tenured/tenure-track vice-president.
- 15.1.3.7 The recommendations of the TPRC must be forwarded to the appropriate President no later than the first working day of February.

#### 15.1.4 Evaluation Instruments

The comprehensive evaluation of faculty will utilize the Faculty Appraisal Guide with forms, that is referenced in Appendix II of this Agreement, and the procedures delineated herein. A link for accessing the Faculty Appraisal Guide shall be posted on the websites of each of the colleges and the District for access by faculty and administrators. Faculty will be evaluated using the same evaluation instruments whether they teach in the classroom, online, or by using a combination of both instructional modes.

Faculty not covered by one of these forms and/or guides may suggest modifications of the most suitable form, to be approved by the appropriate manager and the Guild. This process may be initiated by either the evaluatee or any of the evaluation committee members.

All tenured/tenure-track faculty members will be required to acknowledge on their evaluation form at the time of signing the summary report that they have participated in the assessment of student learning outcomes and discussions with colleagues stating how they use the results of the assessments to improve student learning by checking all applicable boxes below:

- Efforts to incorporate teaching and learning practices and curriculum which reflect diversity, equity, inclusion, accessibility, anti-racism, and respect for the diverse backgrounds of students and colleagues;
- Discussion of outcomes assessment with colleagues at department meetings;
- Revisions to syllabi;
- Revisions to course outlines based upon assessment of learning;
- Revisions to curriculum based upon assessment of learning;
- Revised institutional materials and/or textbooks;
- Requested additional resources through program review to improve student learning;
- Revisions to examinations, course assignments, or class assignments and activities;
- Participation in the collection of SLO data;
- Updated program learning outcomes;
- Pedagogically sound class caps to maximize student success have been discussed with the Dean and/or Department Chair;
- Increased workload concerns relating to meeting accreditation standards have been discussed with the Dean and/or Department Chair;
- Other (please specify) \_\_\_\_\_

Faculty evaluation committee members shall not make reference to the foregoing in their evaluation comments or their summary report of the evaluatee.

For distance education or HyFlex assignments, no part of the video or audio recording may be used as part of the faculty member's evaluation process. For synchronous distance education courses, the livestream may be viewed as part of a scheduled observation.

Faculty members teaching a course in a HyFlex modality shall not be evaluated negatively based on conditions unique to the HyFlex modality that would not be applicable in regularly scheduled in-person or distance education modalities.

15.1.5 Student Evaluation: Instruments, Frequency, Review, and Restrictions on Use

- 15.1.5.1 For classroom assignments, mandatory student evaluations, using the official student evaluation instruments (attached to this Agreement in Appendix III) and procedures delineated herein, will be completed by two (2) classes each year (one [1] per semester if possible) for tenured faculty, and by two (2) classes each semester for probationary faculty. The student evaluation instrument will be available electronically. Completed student evaluation instruments from previous semesters will be included in the evaluatee's performance review file (PRF) except for faculty on a triennial evaluation cycle who will only have student evaluation instruments from the previous fall semester. Only the statistical report will be included for evaluations conducted by classes for which grades have not yet been submitted.
- 15.1.5.2 Instructions for how to administer the student evaluations will be sent from the Faculty Evaluation Coordinator to each tenured/tenure-track faculty member each semester. Each tenured or tenure-track member of the faculty shall select two (2) classes to be surveyed. The second class shall be a different preparation, unless the evaluatee has only a single preparation. Each adjunct member of the faculty shall select one (1) class to be surveyed. Only those classes so designated will evaluate the faculty member officially during that particular semester or year.
- 15.1.5.3 The faculty member will be provided with a URL Internet address for students to use and the faculty member will publish the URL at the appropriate place in the online course, no later than the date established by the campus Faculty Evaluation Coordinator. In the College of Continuing Education students may be sent the URL directly.
- 15.1.5.4 The faculty member is not to be present when the evaluations are being completed.
- 15.1.5.5 Student evaluations for non-classroom faculty shall be available to all students who utilize non-classroom services beginning in the third (3<sup>rd</sup>) week of the fall semester and continuing until one set of thirty-five (35) evaluations has been submitted. Probationary non-classroom faculty shall submit two sets of thirty-five (35) student evaluations each year. Online student contacts will be directed to the online evaluation immediately after the online session. Online evaluations will be counted toward the thirty-five (35) student evaluations.

Evaluations shall only be completed by students who have had an opportunity to spend an ample amount of time in direct contact with the faculty member so that the evaluation is meaningful. Students who have only casual contact with the faculty member shall not evaluate the faculty member.

- 15.1.5.6 Online evaluations are submitted directly to the District for processing.
- 15.1.5.7 Once student evaluations have been processed, the File Custodian will retain the Faculty Evaluation statistical reports. These will be placed in the faculty member's PRF.
- 15.1.5.8 As soon as the grade-filing deadline for the semester has passed, the statistical reports and all the original student evaluations will be available for review by the faculty member being evaluated.
- 15.1.5.9 Student evaluations alone never may be used as the sole justification for a decision in summative evaluation, in promotional denial, or in the application of progressive discipline.
- 15.1.5.10 The District will ensure that the Office of Information Technology provides technical support, online instruments, data processing, and summary reports that maintain student anonymity and provide reliable data.

#### 15.1.6 Evaluation Coordination

The evaluation process shall be a collaborative one, and shall be supervised and coordinated at each college by a Faculty Evaluation Coordinator to be mutually agreed upon by the College President and the Guild. The duties of the Faculty Evaluation Coordinator shall include meeting with all new faculty and administrators to review the evaluation system, updating and maintaining the faculty evaluation database, providing appropriate managers with lists of all faculty to be evaluated in each academic year prior to the beginning of each semester, overseeing the scheduling of peer and student evaluation of all faculty, serving as a liaison with administration, providing any formal training necessary and any information requested by raters, and attending to general administrative details. The Faculty Evaluation Coordinator will work under the supervision of the College President or their designee and may reasonably utilize the support services of the College. The Faculty Evaluation Coordinator at each college campus, if a faculty member, shall receive a minimum of 30%

(thirty percent) reassigned time. The Faculty Evaluation Coordinator at Mesa College shall receive a minimum of 40% (forty percent) reassigned time.

Although the Continuing Education Counselors are generally considered to be part of the credit faculty bargaining unit, for the purposes of this Article, the Continuing Education Counselors will be included under the responsibility of the Continuing Education President. For Continuing Education Counselors, the “appropriate” Vice President and President shall be the Continuing Education Vice President and President; for faculty assigned to the District Office the responsible Vice Chancellor will serve as the “appropriate” President.

For purposes of tenure and promotional review, the Mesa College Tenure and Promotional Review Committee (TPRC) responsibility will include the DSPS Counselors assigned to the District Office.

#### **15.1.7 Evaluation Committee - Composition and General Rules**

**15.1.7.1** Faculty Evaluation Committees shall be composed of the appropriate immediate manager or their designee, the Department/Program Chair or their designee, and a peer evaluator. Retired tenured faculty who are serving in a pro-rata contract capacity may be considered for the peer role. Each evaluation committee member may serve in only one of these roles.

The peer selected in the first year of a probationary faculty member’s evaluation cycle shall endeavor to remain on the evaluation committee for each year of the probationary faculty member’s subsequent evaluation cycles unless the peer is no longer an active District employee. In exceptional cases where this cannot be accommodated, a peer shall be selected from the two remaining potential peers submitted by the evaluatee at the start of their probationary evaluation process.

In every other three (3)-year cycle, starting with the first triennial evaluation, the evaluation committee for Professor triennial evaluations may consist of a peer only, provided there is mutual agreement of the evaluatee and the appropriate manager. In these cases, the dean and chair shall sign the evaluation form as having been received only, without any further commentary, except in the area of responsiveness to administrative requests.

The appropriate manager’s or department chair’s designee must be acceptable to the faculty member being evaluated. If the designee is not acceptable, the appropriate manager or department chair shall serve on the committee. In cases where the evaluatee believes that the

appropriate manager or department chair may not be able to perform an objective evaluation due to perceived bias, the evallee may ask the appropriate Vice President to consult with the Site Compliance Officer to determine whether or not the appointment of a replacement of that evaluator from that committee is warranted. The evallee's claim of perceived bias must be verifiable with concrete evidence. The burden of proof of alleged bias remains with the evallee.

- 15.1.7.2 Hereafter, all references in this Article to "appropriate manager" or "chair" shall be understood to include "or their designee."
- 15.1.7.3 Prior to the first committee meeting, each faculty member who is scheduled for evaluation must submit to their appropriate manager a list of three (3) tenured faculty members acceptable as peer evaluators. The appropriate manager will select one (1) peer evaluator from this list of three (3), in consultation with the Department Chair. If, after written request of the appropriate manager, the faculty member who is scheduled for evaluation fails to submit this list of three (3) peer evaluators within ten (10) working days of the request, the appropriate manager will select the peer evaluator, provided this is done in consultation with the Department Chair. All those recommended or selected as peer evaluators must be willing to serve.
- 15.1.7.4 The peer evaluators must be specialists in the subject area in which the evallee teaches or is assigned or in a subject area reasonably related to that in which the evallee teaches or is assigned. All peer evaluators must be tenured (or tenure-track, in the cases of adjunct faculty evaluations) or retired faculty serving in a pro-rata capacity and in active status in this District. The subject matter specialist shall have the major role in evaluating the criterion of "Subject Matter Knowledge."
- 15.1.7.5 If there are not three (3) appropriate faculty within the District, the faculty member being evaluated may include in their list of three (3) evaluators, evaluators from outside the District. In such cases, the outside peer evaluator must be a subject area specialist or a specialist in a subject area reasonably related to that in which the evallee teaches or is assigned. It will be the responsibility of each campus Faculty Evaluation Coordinator to make the arrangements for external evaluators and to provide training on the evaluation criteria and process.

15.1.7.7 Upon request by the evallee, a second peer evaluator may serve on the evaluation committee. The evallee making the request must submit to their appropriate manager a list of three (3) tenured faculty members as second peer evaluators who all must be willing to serve in this role. The appropriate manager will select one (1) peer evaluator from the list of three (3) in consultation with the Department Chair. In addition to holding a tenured position, the second peer must hold an assignment within the same or a closely related discipline, whether in this District or at another accredited community college or university.

15.1.7.8 In cases where the evallee has a split assignment such that they report to more than one manager and/or academic supervisor, the manager/academic supervisor under whom the evallee has the greatest percentage of assignment shall be the “appropriate manager.” In the case that the second manager and/or appropriate academic supervisor also wishes to serve on the committee, Sections 15.1.7.1 through 15.1.7.7 above shall again be followed with the second manager and/or appropriate academic supervisor becoming an additional “appropriate manager,” in addition to an additional chair and an additional peer(s) being appointed following these above procedures.

#### **15.1.8 Performance Review Files**

##### **Description**

15.1.8.1 All evaluation-related material for all faculty shall be placed in individual Performance Review Files (PRF's) which shall be under the control of the appropriate manager designated by the College President [Please see Article XX]. These materials may be stored electronically with appropriate security measures and restricted access privileges.

##### **Mandatory Materials**

15.1.8.2 The PRF must contain all official evaluation material. Official evaluation-related material consists of: (a) the current "Faculty Appraisal Form" and (b) letters of appraisal from each evaluator. Following the completion of each comprehensive evaluation, the official evaluation documents must be transferred to the official personnel file under the provisions of Article XX of this Agreement.

15.1.8.3 The PRF also must contain: (a) the student evaluation statistical reports, and, (b) for those faculty on the promotional track, the original student evaluations (or electronic copy of the written comments sections of the original student evaluations, as per Section 15.1.5.1 of this Article) taken from all student evaluations done within the past four (4) years.

15.1.8.4 In addition to the items specified in Sections 15.1.8.2 and 15.1.8.3 above, the PRF of an evallee shall include the following materials:

15.1.8.4.1 Current syllabi (when applicable);

15.1.8.4.2 An updated listing of professional accomplishments which may include, but is not limited to the following information:

- The evallee's description of curriculum or program development and teaching or program innovations, if any, implemented during the evaluation period;
- A complete list of all articles, books, papers, works, etc. produced by the evallee with dates;
- A complete list of paper presentations, guest lectures, etc. given by the evallee with dates;
- A list of professional conferences attended within the preceding four years;
- The evallee's description of College and District service as well as professional and public service if any;
- A list of awards, grants, honors, prizes, etc.;

The above listed items in 15.1.8.4.2 may not exceed ten total pages and may not include any embedded links.

15.1.8.4.3 A Self-Evaluation/personal statement by the evallee. This self-evaluation should reference the performance standards as they appear on the "Faculty Appraisal Form" and shall be limited to the period since the last evaluation was conducted. The self-evaluation shall state the goals the faculty member set for themselves at the start of the current evaluation cycle, shall explain the extent to which the goals were met, and shall establish goals for the next evaluation cycle. On such a statement, a candidate may wish to explain institutional limitations on their activity (such as no funding for conference travel, no release time for professional improvement, etc.). The self-evaluation

must include discussion of professional development activities completed during the evaluation period related to diversity, equity, inclusion, accessibility, anti-racism; efforts to implement strategies to improve student success outcomes and cultural competence; and planned activities for the upcoming evaluation period.

The above self-evaluation/personal statement in 15.1.8.4.3 may not exceed 2,500 words and may not include any embedded links.

### **Discretionary Materials**

The following materials may be submitted by the evaluatee only upon request of the evaluation committee:

- 15.1.8.5 The self-evaluation/personal statement of an evaluatee also may contain reference to any other information and/or documents the evaluatee and the evaluation committee agree are appropriate, provided they have bearing on their position as a faculty member.
  - 15.1.8.5.1 A list and brief description of all courses the evaluatee has taught since initial assignment;
  - 15.1.8.5.2 Course materials (other than syllabi) used within the evaluation period (these could include examples of examinations);
  - 15.1.8.5.3 The evaluatee's description of their teaching methods, along with an explanation of their appropriateness;
  - 15.1.8.5.4 The evaluatee's description of their grading practices;
  - 15.1.8.5.5 A complete list of all teaching materials (such as videos) that are not listed on the submitted syllabi;
  - 15.1.8.5.6 Outside evaluations when appropriate and when requested by the evaluatee.

Faculty teaching in-person and synchronous courses, who utilize Canvas as a repository, shall not be required to provide supplementary material beyond that which is comparable if they were not utilizing Canvas. Faculty teaching in-person and synchronous courses are not required to provide full access to their Canvas shells. Materials which are made available to students shall be made available to the evaluation committee upon request.

## **Review**

15.1.8.6 All material submitted by the evaluatee to the official PRF file must be reviewed and considered by all evaluators.

## **Confidentiality**

15.1.8.7 A designee of the President, to be known as the "File Custodian," will maintain an "Access Log" for each PRF to insure that confidentiality is guaranteed. Faculty PRF's will be accessible only to: (a) the faculty member being evaluated up until the date of the third committee meeting, (b) evaluation committee members up until the date of the third (3<sup>rd</sup>) committee meeting, (c) the appropriate Vice President, (d) Academic Senate Tenure and Promotional Review Committee members (when appropriate), (e) the College President, and, (f) the CAP (when appropriate).

15.1.8.8 File material should be retained for four (4) years. After the materials retention period has passed, the faculty member should be notified that their PRF will be purged of dated material [Please see Article XX for treatment of dated material in Official Personnel Files]. If there is no response within ten (10) business days, all file material more than four (4) years old will be purged.

## **15.1.9 Probationary and Promotional Evaluation Procedures**

### **First Committee Meeting: Instrument Modification**

15.1.9.1 After the evaluation committee has been formed but before any class visits are made in each evaluation cycle, the entire committee shall meet with the evaluatee to discuss the Faculty Appraisal Guide, instrument, and process. The committee shall also agree on the date of the second committee meeting during this meeting. All materials submitted by the evaluatee must be placed in the evaluatee's PRF no later than the date agreed to in the first committee meeting. For tenured triennial evaluations the first meeting may occur electronically upon mutual agreement between the evaluatee and the evaluation committee.

If, after written request of the appropriate manager, the faculty member who is scheduled for evaluation refuses to attend the first or subsequent committee meetings within ten (10) working days of the request, the appropriate manager will convene the evaluation committee and proceed with the evaluation absent the evaluatee.

## Class Visits

15.1.9.2 The appropriate manager and Department Chair each will make at least one (1) class, work station, or counseling session visit; peer(s) each will make at least two (2) class, work station, or counseling session visits. Class visits and/or observations shall be of a minimum of fifty (50) minutes duration and shall be unannounced. The evaluatee should let their committee members know ahead of time if there are certain dates which should be avoided due to exams, field trips, etc.

For online classes, the faculty member who is being evaluated will establish access within the appropriate course Management System for all members of the evaluation committee. Access to the online class sessions will be established at the “Evaluator” level. At the request of the faculty member being evaluated, access may be established at a higher level. Access to the online class will begin at the first committee meeting and will terminate at the second committee meeting. In some circumstances, at the request of the faculty member being evaluated, and in addition to the minimum access to the online class discussed above, the faculty member may request to demonstrate certain features of the online class to the evaluation committee. This type of demonstration, if desired by the faculty member being evaluated, will be arranged during the first evaluation committee meeting.

For asynchronous online classes, class visits will consist of at least 50 minutes of course observation. Parameters for the course observation must be specified during the first committee meeting via mutual agreement between the evaluation committee and the faculty member being evaluated. The course observation will include a course walkthrough via a synchronous meeting or pre-recording, and/or links to specific lectures and/or modules as requested by the evaluation committee within the evaluation time frame determined at the first committee meeting. This evaluation time frame will not exceed the time period between the first and second evaluation committee meetings. At the request of the faculty member being evaluated, broader access to their online course may be established in lieu of providing a synchronous walk-through or lecture/module links. Access will be for a set amount of time agreed upon at the first committee meeting by the faculty member being evaluated and the evaluation committee.

### **Letters of Appraisal**

15.1.9.3 After all class visits are completed and evaluation materials are submitted, the appropriate manager will review the evaluatee's performance review file and verify that it is complete. The appropriate manager shall also solicit letters of appraisal from the peer evaluator(s) and the Department Chair, and shall themselves write a letter of evaluation. Each evaluator must ensure that evaluations never will be based upon the evaluatee's identification with or belonging to a protected class, political beliefs, or lifestyle. Evaluation decisions cannot be based upon factors unrelated to performance of the faculty member's duties. Reviewers must strive to maintain objectivity, and to assure that decisions regarding tenure or promotion do not contravene established principles of academic freedom, appropriate sections of Title 5, and/or Departmental standards. Decisions cannot be based upon any political criteria, nor can they be made arbitrarily, capriciously, or unreasonably.

### **Second Committee Meeting: Data Integration**

15.1.9.4 The appropriate manager will convene a second meeting of the evaluation committee on the date agreed upon during the first committee meeting. At that meeting, committee members should agree upon summary ratings and comments and prepare the "Faculty Appraisal Form" referred to in 15.1.4 above. At the conclusion of this meeting, all appropriate items shall be submitted to the evaluatee's PRF, with a copy of these items made available to the evaluatee upon request.

In the event the committee members cannot reach consensus decisions, each shall submit their own appraisal form. In this case, the Tenure and Promotional Review Committee (TPRC) shall complete the summary appraisal form based upon materials in the evaluatee's PRF.

### **Third Committee Meeting: Review and Summary**

15.1.9.5 The appropriate manager then will convene a third meeting of the evaluation committee and the evaluatee to review the committee's findings. Subsequent to the second committee meeting and the inclusion of all evaluation materials in the evaluatee's PRF, the dean shall notify the evaluatee that the committee's documents have been submitted and that the evaluatee may inspect their PRF. If the evaluatee wishes to respond to anything that is in the file, they shall be granted ten [10] working days, from the date of the notification, to do so.

The response(s) will be included in the file. The third committee meeting will not be held until this ten (10) working day period expires. Based on the evaluatee's response(s), committee members may change their initial appraisal ratings and/or re-write their letters of appraisal.

Upon mutual agreement between the appropriate manager and the evaluatee, the review and summary meeting may be held with the committee immediately following the second committee meeting. However, electing this option does not preclude the evaluatee from requesting a third meeting following the timelines listed above.

### **Tenure and/or Promotion Recommendations and Administrative Review**

- 15.1.9.6 After the completion of the third evaluation committee meeting and the resolution of all matters pursuant to it, the appropriate manager will notify the appropriate Vice President of the evaluation committee's recommendations. Such notification shall be in writing.
- 15.1.9.7 The appropriate Vice President may review the candidate's file and may comment on the evaluatee's performance in a letter if they so desire. If the appropriate Vice President writes such a letter, it must be included in the evaluatee's file, and the evaluatee shall be sent a copy and have the right to read the letter and to respond to it within ten (10) working days. The Vice President shall ensure that the evaluatee's response(s) will be included in the PRF.

### **Tenure and/or Promotion Recommendations and Academic Senate Review**

- 15.1.9.8 The Academic Senates at each of the colleges shall appoint a Tenure and Promotional Review Committee (TPRC) composed of one (1) full Professor from each School (or program in Continuing Education), one (1) faculty EEO representative from that College, who has been certified by the District EEO office. The Faculty Evaluation Coordinator shall also serve on the TPRC as a non-voting member. This committee shall review all tenured/tenure-track, contract renewals, and/or promotional recommendations to see if they are procedurally correct and meet general College and District standards. (Please see Article VIII, Sections A4.7 – A4.8)

The committee shall elect its chair from among these committee members.

15.1.9.9 After the faculty member has been evaluated according to the terms of this Article, and, if consensus has been reached, their Committee has made a recommendation regarding retention as a contract faculty member, tenure, and/or promotion, to the appropriate Vice President, the Vice President shall notify the appropriate Academic Senate committee (the TPRC) that the faculty member's PRF is ready for the committee's review.

15.1.9.10 The TPRC shall review the candidate's file and then shall recommend either for or against retention as a contract faculty member, tenure, and/or promotion, on the basis of a simple majority vote. The recommendation of the TPRC must be clear and unambiguous. The chair of the TPRC will only vote in the case of a tie. If a recommendation of the TPRC contradicts that of the candidate's Evaluation Committee, reasons supporting the recommendation must be expressed in writing. The committee then will forward its recommendations to the President and the evaluatee.

### **Tenure and/or Promotion Decisions**

15.1.9.11 The President will make a recommendation regarding the tenure status (and, when appropriate, the promotional status) of the faculty member to the Board of Trustees through the Chancellor, and will send a copy to the evaluatee. The evaluatee shall have the right to submit a written response.

If the candidate is awarded tenure and/or promotion, their future salary step advancement and rank advancement henceforth will be governed under the terms of Article VIII, A4.1 and A4.7.5 respectively.

15.1.9.12 If a probationary candidate does not meet standards for tenure, they may be terminated in accord with state law. The faculty member shall have the right to appeal their termination to the Committee on Academic Personnel (CAP) under the terms of Article XV, Section 15.1.10 of this Agreement.

15.1.10 Contract Renewal, Tenure and/or Promotion Denial, Retention as a Regular Employee: Appeals

15.1.10.1 If a tenure-track contract renewal, tenure, or promotional decision of a College President is negative, the faculty member in question may appeal the decision to the Committee on Academic Personnel CAP (as described in Article VIII -Salary, Section A6.0) within five (5) working days of notice from the College President.

- 15.1.10.2 In each case of appeal, the appropriate Vice President's office shall forward the evaluatee's file to the Chair of the CAP.
- 15.1.10.3 The file will be available for examination by each member of the CAP prior to the convening of the CAP meeting.
- 15.1.10.4 The CAP shall begin the appeal review process within fifteen (15) working days of the receipt of a written request by a faculty member to the Chair of the CAP. CAP members will individually review the appellant's file in a timely manner. If necessary, CAP may request additional information from prior reviewers. The CAP may ask for a personal presentation by the appellant and, if they so desire, an official representative. If a personal presentation is made by either the appellant or the appropriate manager CAP must also ensure a personal presentation by both the appellant and the appropriate manager takes place. Appellant and manager presentations shall be conducted without the other party present. Following the presentations, the committee shall review and discuss all evidence – documented and testimonial. Members will maintain evaluator confidentiality throughout the review process. All CAP recommendations shall be made after all submitted materials have been reviewed by all committee members, all presentations by appellant and manager have concluded, and only when the entire membership is present or represented. Each member's vote must be based only upon the evidence presented and the statements delivered. The committee's decision will be by a simple majority vote. In cases of promotional appeals only, if the CAP is unable to reach a majority decision, the appeal shall be submitted first to mediation as delineated in Article IV, Grievance, Section 4.3. If a satisfactory resolution is not obtained via this mediation step, the appeal shall be submitted to arbitration following the Step 3 procedures of Article IV, Grievance, Section 4.2.

All CAP decisions will be explained in writing and submitted to the evaluatee by the chair of the CAP.

- 15.1.10.5 CAP recommendations regarding appeals of denials of tenure-track contract renewal, tenure, or promotion will be forwarded to the Chancellor for final action. In the event that the Chancellor's final decision is to deny promotion, said denial shall be in writing and shall be accompanied by written suggestions for improvement.

In the event that the Chancellor's final decision overturns the recommendation of the Faculty Evaluation Committee which was to

deny a tenure-track contract renewal, or to deny tenure and/or promotion, the Faculty Evaluation Committee must complete a "Faculty Evaluation Development Plan" following the procedure in Article 15.1.11 below.

In the event that the Chancellor's final decision is to deny tenure, their decision shall be forwarded to the Board of Trustees for final action. If the Board's action is to deny tenure, the faculty member shall have the right to proceed to appeal as specified in the Education Code.

15.1.11 Development Plans

- 15.1.11.1 The Evaluation Committee must complete a "Faculty Evaluation Development Plan" (FEDP) whenever its decision is to recommend a denial of a promotion to Professor, when the committee's overall summary rating is less than satisfactory for a tenured member of the faculty, or when the Chancellor's final decision overturns the recommendation of the Faculty Evaluation Committee which was to deny contract renewal, or to deny tenure and/or promotion.
- 15.1.11.2 Any time factors militating against promotion are observed, those factors must be identified specifically and a constructive process must be identified in order to assist faculty to meet expectations. Specific suggestions detailing what a faculty member needs to do to meet expectations must be made in a timely fashion.
- 15.1.11.3 When an FEDP is completed by evaluators, the faculty member's progress toward reaching their developmental goals will be discussed via a "follow-up" evaluation process. The follow-up evaluation process will take place during the subsequent fall semester regular evaluation cycle and will follow the same procedures as the standard procedure requires. The evaluation committee which created the FEDP will maintain its original composition throughout the follow-up process, unless a change is expressly approved by the appropriate Vice President, in consultation with the appropriate Guild tenured/tenure-track Vice President.
- 15.1.11.4 If after the "follow-up" evaluation cycle the evaluation committee agrees that remedial expectations have been met, the FEDP will not become part of the faculty member's official personnel file. If the evaluation committee decides that remedial expectations have not been met, the FEDP and the "follow-up" report will become part of the faculty member's official personnel file, and they will be notified

of such in accordance with the procedures specified in Article XX, Personnel Files.

15.1.11.5 The failure to meet remedial expectations by the time of the "follow-up" report and the entering of that information in the faculty member's official personnel file shall be considered as an "unsatisfactory" evaluation. An unsatisfactory evaluation will result in the faculty member's salary being "frozen" at their current step, under the terms of Article VIII, Section A4.1 above. As soon as remedial suggestions have been met (as determined by a positive outcome during a subsequent evaluation cycle), the faculty member will begin again to advance in annual step increments, effective the first day of the next pay period. Promotional step advancement will be effective the following fall semester. The evaluation process will repeat yearly until remedial suggestions have been met, or, in cases of tenure-track faculty, the faculty member has received a final denial or approval of tenure.

#### 15.1.12 Tenure and/or Promotion: Notification

Candidates for tenure and/or promotion will be notified of pertinent action in writing by the Chancellor or designee.

#### 15.1.13 Non-Promotional Evaluation Procedures for Tenured Faculty

Non-promotional evaluation procedures for tenured faculty shall follow all of the preceding sections of this Article XV, with the exception of Sections 15.1.9.8 through 15.1.9.12, and Section 15.1.10. If the faculty member being evaluated chooses to appeal an unsatisfactory evaluation as defined in Section 15.1.11.5, then Sections 15.1.9.8 through 15.1.9.12, and Section 15.1.10 shall apply.

### 15.2 ADJUNCT FACULTY EVALUATIONS (including pro-rata faculty from Article XVII)

The comprehensive evaluation of faculty will utilize the Faculty Appraisal Guide with forms that is referenced in Appendix IV of this Agreement, and the procedures delineated herein. A link for accessing the Faculty Appraisal Guide shall be posted on the websites of each of the colleges and the District for access by faculty and administrators. Faculty will be evaluated using the same evaluation instruments whether they teach in the classroom, online, or by using a combination of both instructional modes.

Faculty not covered by one of these forms and/or guides may suggest modifications of the most suitable form, to be approved by the appropriate manager and the Guild. This process may be initiated by either the evaluatee or any of the evaluation committee members.

15.2.1 An adjunct faculty member must be peer evaluated within the first year of employment within each discipline they hold an assignment within each college, at least once every six (6) regular semesters thereafter, and within two (2) semesters of qualifying for Priority of Assignment (POA). It is also recommended that all adjunct faculty be evaluated during their first semester of any new assignment. However, failure to evaluate an adjunct faculty member as per the aforementioned timelines has no impact on their POA eligibility.

15.2.2 There will be at least one (1) class visit of a minimum of fifty (50) minutes duration during each evaluation cycle. Class, work station, or counseling session visits will be made by a peer evaluator who is a subject matter expert in the appropriate discipline area, as defined in Articles 15.1.7.4 and 15.1.7.5.

Observation visits shall be unannounced. The evaluatee should let their committee members know ahead of time if there are certain dates which should be avoided due to exams, field trips, etc.

For online classes, the faculty member who is being evaluated will establish access within the appropriate course Management System for all members of the evaluation committee. Access to the online class sessions will be established at the “Evaluator” level. At the request of the faculty member being evaluated, access may be established at a higher level. Access to the online class will begin following their initial meeting with their peer evaluator and will terminate subsequent to their final meeting. In some circumstances, at the request of the faculty member being evaluated, and in addition to the minimum access to the online class discussed above, the faculty member may request to demonstrate certain features of the online class to the evaluation committee.

For asynchronous online classes, class visits will consist of at least 50 minutes of course observation. Parameters for the course observation must be specified during the first meeting via mutual agreement between the peer evaluator and the faculty member being evaluated. The course observation will include a course walkthrough via a synchronous meeting or pre-recording, and/or links to specific lectures and/or modules as requested by the evaluation committee within the evaluation time frame determined at the first meeting. At the request of the faculty member being evaluated, broader access to their online course may be established in lieu of providing a synchronous walk-through or lecture/module links.

The appropriate manager (or their designee) will be added as a member of the evaluation committee during the two semester period prior to the adjunct faculty member qualifying to participate in the POA program. Subsequent to gaining POA rights, the appropriate manager may elect to participate as a member of the evaluation committee in addition to the peer.

The evaluatee will provide to their evaluator(s): current syllabi (when applicable), an updated listing of professional accomplishments, a list of all courses or assignments the evaluatee has completed since their last evaluation, course materials such as examples of examinations, or other materials the evaluatee deems appropriate relating to their professional development since their last evaluation.

- 15.2.3 Each adjunct member who is scheduled for evaluation will be asked to submit, at their discretion, a list of three (3) tenured and/or tenure-track faculty members within the District acceptable as peer evaluators to their appropriate manager via their Department or Program Chair. If there are not three (3) appropriate faculty within the District, the faculty member being evaluated may include in their list of three (3) evaluators, evaluators from outside the District. In such cases, the outside peer evaluator must be a subject area specialist or a specialist in a subject area reasonably related to that in which the evaluatee teaches or is assigned. The appropriate manager will select the peer evaluator from this list of three (3), in consultation with the Department or Program Chair. If none of these three (3) is acceptable, the appropriate manager may select an alternate, provided this is done in consultation with both the Department Chair and the adjunct evaluatee. If the adjunct evaluatee does not submit names of acceptable peer evaluators in a timely manner, the appropriate manager, in consultation with the Department Chair, shall select a peer evaluator. All those recommended or selected as peer evaluators must be willing to serve.
- 15.2.4 The peer evaluator (and the appropriate manager if applicable) will write a letter of appraisal in addition to completing the evaluation instrument attached to this Agreement in Appendix II. Copies of the instruments shall be provided to all adjunct faculty prior to their peer evaluation.
- 15.2.5 Student evaluations, using the forms attached to this Agreement in Appendix III, will be completed at least once during the first term of assignment. Student evaluations will be completed during the first semester of assignment and at least once during every three (3) semesters within each discipline they hold an assignment within each college. The adjunct faculty member may request more frequent student evaluations. If an additional off-cycle evaluation is scheduled, student evaluations may be scheduled during the same semester the peer evaluation takes place if sufficient notice was not given to complete these evaluations one semester prior.
- 15.2.6 The student evaluation statistical report(s), the letter of appraisal, items delineated in section 15.1.14.2, and the evaluation instrument will be reviewed by the faculty member's Department Chair, peer, and their appropriate manager. The appropriate manager and chair shall sign the evaluation form as having been received only, without any further commentary, except in the area of

responsiveness to administrative requests. The letter of appraisal shall include a recommendation to the appropriate manager regarding the desirability of future assignment for the adjunct faculty member.

- 15.2.7 The results of the peer evaluation, student evaluation statistical reports, and Chair and appropriate manager reviews must be made available to the adjunct faculty member in a timely manner. The adjunct faculty member shall be provided a copy of the evaluation form and any letters of appraisal at the conclusion of the evaluation process.
- 15.2.8 At the request of the adjunct faculty member, a meeting must be held with the peer, Department Chair, and/or appropriate manager to discuss the contents of the evaluation file and to answer questions. A meeting also may be held at the discretion of the appropriate manager in consultation with the Department Chair in the absence of a request from the adjunct faculty member.
- 15.2.9 The appropriate manager shall maintain a file of each adjunct faculty member's evaluation materials during the adjunct faculty member's active assignment, and for a period of eighteen (18) months following the conclusion of the adjunct faculty member's final assignment. If the adjunct faculty member returns to active status during the eighteen (18) month period, the evaluations shall be maintained in the file.
- 15.2.10 In the case of multiple assignments in different disciplines or campuses, each discipline/campus will follow the procedures outlined in 15.1.14.1 through 15.1.14.9 above.

15.3 **TENURED/TENURE-TRACK/ADJUNCT FACULTY EVALUATION  
COMPENSATION**

- 15.3.1 Evaluation of all faculty shall be scheduled by the respective appropriate manager in consultation with the appropriate Department Chair and under the terms of the relevant preceding sections of this Article XV.
- 15.3.2 If requested, each tenured faculty member will be expected to complete a maximum of three (3) evaluations during the academic year. These three (3) evaluations can be any combination of tenure-track/tenured faculty and/or adjunct faculty.
- 15.3.3 If a faculty member participates in more than three (3) evaluations during any academic year, they will be compensated. Compensation shall be at the faculty member's non-classroom rate, and shall be three (3) hours per adjunct evaluation and five (5) hours per tenure-track/tenured faculty evaluation. Faculty who agree to participate in the evaluations of colleagues at other District campuses or who must return to their own campus after the conclusion

of their normal work day shall be paid their mileage expenses according to the District's standard mileage allowance.

## ARTICLE XVI - TRANSFERS

### 16.1 DEFINITIONS

- 16.1.1 A transfer refers to any administrative or Board action that results in the movement of a tenured/tenure-track faculty member from the administrative jurisdiction of one president to another, from one campus site to another, or from one college department to another.
- 16.1.2 A transfer may be initiated by the faculty member (voluntary transfer) or by the District (administrative transfer).

### 16.2 VOLUNTARY TRANSFERS

- 16.2.1 Faculty shall be notified of tenure-track faculty vacancies on all sites prior to any general advertising or recruitment via an internal Districtwide publication.
- 16.2.2 Tenured faculty members desiring to transfer as defined in 16.1.1 above shall submit their request in writing to the president of the college prior to the closing date of the advertised position. The President shall acknowledge the request in writing. A copy of the transfer request shall be sent to the vice president, school dean or appropriate manager, and department chair of the discipline to which they desire to transfer. The faculty member must meet the minimum qualifications of the discipline to which they desire to transfer in order to be considered for transfer. The faculty member shall send a courtesy copy of the transfer request to the president and department chair of the faculty member's current assignment.
- 16.2.3 Upon receipt of the transfer request, the school dean or appropriate manager and department/program chair shall determine whether the faculty member meets the minimum qualifications of the discipline to which they desire to transfer. If the dean and chair are unable to agree, the vice president shall make the final determination. For those faculty who meet the minimum qualifications, the department chair shall recommend to the college president either:
  - 16.2.3.1 The department concurs with the request and recommends the transfer. In this case, the president shall consider the recommendation of the department prior to making the final transfer determination.

**OR**

- 16.2.3.2 The department recommends that the faculty member submit a complete application package and be interviewed along with other candidates for the current vacancy or when the next vacancy occurs.

In this case, the faculty member must be recommended to the president by the hiring committee in order to be considered for transfer. If the faculty member is recommended by the hiring committee, the president will then make the final transfer determination.

In cases where the transfer is within the purview of a single president, the president may implement the transfer without requiring the faculty member to participate in the hiring process. In cases where the transfer involves more than one president, the Chancellor may implement the transfer without requiring the faculty member to participate in the hiring process as per Article 16.3.

In each of the above cases, the president shall communicate the final transfer decision in writing to the faculty member.

### 16.3 ADMINISTRATIVE TRANSFERS

- 16.3.1 The Chancellor may transfer a faculty member when such transfer serves the needs of the District.
- 16.3.2 A faculty member who is to be administratively transferred shall be given the reasons for the impending transfer in writing, not less than six (6) weeks in advance of the transfer and shall have the right to indicate preference from a list of current vacancies. The six (6) week notification period may be shortened if mutually agreed upon by the Chancellor and the faculty member.
- 16.3.3 A faculty member who has been administratively transferred shall have the option of returning to the original site to fill the first vacancy occurring within three (3) years of the transfer for which they are qualified or to remain at the site to which they have been transferred.

## ARTICLE XVII - REDUCED LOAD AND RETIREMENT

### 17.1 REDUCED LOAD (this is a pre-retirement benefit)

On the approval of the Board of Trustees faculty members shall be granted the option of no less than a fifty percent (50%) reduced load-early retirement under the following rules:

- 17.1.1 The faculty member must have reached the age of fifty-five (55) prior to reduction in workload.
- 17.1.2 The faculty member must have been employed full-time in a position requiring certification and/or minimum academic qualification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service.

Sabbaticals and other Board-approved leaves do not constitute a break in service. Such leaves, however, are not used to compute the five-(5) year full-time service requirement for entering the program.
- 17.1.3 The option of part-time employment may be exercised at the request of the faculty member and can be revoked only with the mutual consent of the Board and the faculty member. Participation in this program is limited to five (5) years. Retirement is mandatory at the end of that period.
- 17.1.4 The faculty member shall be paid a salary which is the pro rata share of the salary they would be earning had they not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which they make the payments that would be required if they remained in full-time employment.
- 17.1.5 Leave of absence benefits shall be reduced proportionately.
- 17.1.6 The part-time employment shall be the proportional equivalent of one-half of each regular workday of service required by the faculty member's contract during their final year of service in a full-time position (unless there was an atypical assignment during that year). In cases of a reduction to exactly 50%, full-time service may be provided during the first or second semester of an academic year, provided that in the event the faculty member elects full-time service during the second semester, they shall be required to furnish a third-party surety bond at their own expense indemnifying the District for all benefits and retirement contributions paid by the District in the event they do not render paid service during the second semester.

In lieu of the bond, unit members may enter into an indemnification agreement with the District that, in the District's sole discretion, sufficiently ensures compliance with this Section 17.1.6. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 17.1.6.

17.1.7 Contributions to the State Teachers' Retirement System shall continue at the full salary amount.

17.1.8 Participation in this reduced load program does not preclude eligibility in the pro-rata program (Article 17.2) following retirement.

17.2 **PRO-RATA EMPLOYMENT FOR RETIREES – APPLIES TO CREDIT COLLEGE TENURED FACULTY ONLY** (this is a post-retirement benefit)

17.2.1 Faculty members with eight (8) or more years tenured/tenure-track service shall be eligible for employment at the time of retirement not to exceed thirty percent (30%) of full-time and subject to the maximum allowable under their retirement system. Pro-rata assignments include an equivalent pro-rata portion of on-campus assigned time, off-campus time and office hours as delineated in Article VII. Employment may extend from the date of retirement for a maximum of ten (10) years. To be eligible, the unit member's most recent evaluation must have been at an overall rating of competent or above, the unit member must not have been subject to any formal disciplinary action within the preceding twelve months that has been finalized at the level of a written reprimand or above.

The pro-rata assignment will commence the second semester following the faculty member's retirement date from the applicable retirement system (e.g., end of fall semester retirement date, pro-rata begins beginning of subsequent fall semester, end of spring semester retirement date, pro-rata begins beginning of subsequent spring semester). At the time of submitting their retirement notice or any time prior to or during the course of their pro-rata service, faculty may request from their College President the option of either delaying the start date of their pro-rata period of service or taking a leave of absence from the program. If approved by the College President, the faculty member must then give four (4) months' notice prior to the semester the faculty member wishes to initiate or resume their pro-rata assignment. Any delay in the initiation of the pro-rata assignment will not diminish the number of years of pro-rata eligibility for the faculty member. Once the faculty member has started the pro-rata program, the faculty member will have ten (10) years of pro-rata eligibility, including time taken on leave within this ten (10) year period.

The understanding of the parties is that faculty will retain their pro-rata rights as per the sideletter agreement of 12/6/2012, but to clarify further, faculty who retire subsequent to January 1, 2013 will be able to commence work at the

beginning of the semester which is 180 days or more from the faculty member's retirement date.

In most cases, with a retirement date at the end of the semester, that will mean faculty will be eligible to begin their post-retirement assignment two semesters later (e.g., end of fall semester retirement date, assignment may resume beginning of subsequent fall semester, end of spring semester retirement date, assignment may resume beginning of subsequent spring semester).

However, in certain cases where the faculty member retires early enough in the semester such that the 180-day period ends prior to the start of the subsequent semester, faculty will be allowed to resume working at the beginning of that subsequent semester (e.g.; a faculty member who retires on February 1 may resume work at the beginning of the fall semester since 180 days will have passed prior to the start of the fall semester).

In no cases will faculty be allowed to resume their duties after the semester has begun, even if the 1800day period would allow them to do so, unless a special written exception is made due to a justified business need of the college and approved by the College President and the Vice-Chancellor of Human Resources.

17.2.2 Faculty who have retired from District service under 17.2.1 shall be placed on a pro-rata rate on the current tenured/tenure-track schedule on the step equal to their last placement on the tenured/tenure-track schedule prior to retirement. Pro-rata faculty shall not be paid from the unit pay chart.

17.3 **HOURLY EMPLOYMENT FOR RETIREES NOT ELIGIBLE FOR PRO-RATA (17.2)**

17.3.1 Any retired faculty member who is not eligible for or has completed service under 17.2.1 and is re-hired for an adjunct faculty assignment will be paid at the rate on the appropriate adjunct faculty salary schedule at the same Class and Step placement as their last contract placement up to a maximum of the top step of the hourly schedule, provided this hourly assignment is in a discipline for which the faculty member held a Faculty Service Area (FSA) at the time of retirement. If the retired faculty member returns to work as an adjunct faculty member in an assignment requiring a different set of Minimum Qualifications than those within which they held an FSA at the time of retirement, they shall be re-evaluated as a new adjunct faculty member for purposes of step and class placement as per Article VIII.

## ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

### 18.1 PROFESSIONAL ADVANCEMENT COMMITTEES

Each college shall have a Professional Advancement Committee, the membership of which will be appointed by the Academic Senate.

### 18.2 SABBATICAL LEAVE

#### 18.2.1 Purpose and Eligibility

Sabbatical leaves are encouraged and may be granted to full-time tenured faculty and adjunct faculty with POA rights for the purpose of carrying out an approved program, which will benefit students, instructors, and the District. Such leaves are a means of enhancing the professional development of faculty members through a variety of activities and/or experiences, which have significant relevance to the specific assignment, and/or to the retraining of the faculty member. The District shall publish the availability of sabbatical leaves annually, and with such publicity as to reasonably ensure that all eligible faculty are informed.

Faculty shall be eligible for a sabbatical leave after six (6) consecutive years of satisfactory service to the District (as determined by Article XV - Evaluation). Faculty who have completed a sabbatical leave are ineligible for a sabbatical leave until completion of each additional six (6) consecutive years of satisfactory service. However, time spent on sabbatical leave may not be included in any such six-year (6) period.

In accordance with the applicable provisions of the California Education Code and the Policies and Procedures of the California Community College District, a sabbatical leave can be requested for the following periods:

<b><u>10-Month Tenured or Adjunct Employee</u></b>	<b>Percentage of 10-Month Base Salary</b>	<b>11/12 Month <u>Tenured</u> Employees</b>	<b>Percentage of 11/12 Month Base Salary</b>
Full Academic Year	50%	Full Fiscal Year	50%
First Semester Only	100%	First Six (6) Months	100%
Second Semester Only	100%	Second Six (6) Months	100%

Two (2) Non-sequential Semesters within a 36-month Period	50% each Semester on Sabbatical	Two (2) Non-sequential Fiscal Quarters within a 36-month Period not to Exceed Six (6) months of Leave within a 36-month period	100%
		Two (2) months in Summer for Three (3) Consecutive Summers	100%

Adjunct faculty shall be restricted to a one-semester sabbatical leave as their only leave option. Their compensation during this one semester sabbatical leave shall be equal to the average FTEF level they have completed over the two semesters (fall/spring or spring/fall only) immediately preceding the start of their sabbatical leave

#### 18.2.2 Application Timetable

- 18.2.2.1 Application for a sabbatical leave shall be submitted in writing, upon the form prescribed and provided by the District, and filed with the school dean or appropriate manager no later than the third Friday in February of the academic year preceding the year during which the leave is being requested.
- 18.2.2.2 It is recommended that the sabbatical leave applicant consult with the appropriate department chair/supervisor, and/or school dean/manager prior to the third Friday in February to address any issues, provide additional information or clarification regarding the proposed plan. The applicant may also consult with any member of the Professional Advancement Committee.
- 18.2.2.3 The following timetable will be followed for the faculty approval process:

**NOTE:** If any date listed below falls on a weekend or holiday, the new date shall be the first work day following the listed date.

Application Timetable	Activity
August	Fall FLEX Workshop on Sabbatical Process
January	Spring FLEX Workshop on Sabbatical Process

Prior to submission to Dean/Manager	Application reviewed and recommendations made by appropriate Department Chair/Supervisor
Third Friday in February	Submission Deadline Application due to School Dean/Manager
Ten (10) working days after receipt.	Application Due to Professional Advancement Committee
No Later than March 26 <sup>th</sup>	Selection of Applicants by Professional Advancement Committee. Committees report unused Sabbatical Leaves (if any) to AFT and HR for reallocation.
Last Working Day in March (no sooner than five (5) faculty work days after previous deadline)	Committees reallocate any additional leaves and send final recommendations to Vice President
April 7 <sup>th</sup> (no sooner than five (5) faculty work days after previous deadline)	Vice President reviews, signs and sends to President with recommendations
April 21 <sup>st</sup> (no sooner than five (5) faculty work days after previous deadline)	Applicants notified about sabbatical by the President

<b><u>Reporting Timetable</u></b> (All dates are in the year immediately following the sabbatical leave)	
Final Leave Report for Fall Semester	First Monday in March
Final Leave Report for one (1) year and Spring Semester	First Monday in October

18.2.2.4 Applications for sabbatical leave will be reviewed only once a year. Applications should be reviewed by the appropriate department chair/supervisor prior to submission to the school dean/manager on or before the third Friday in February.

18.2.2.4.1 If a program/credential/degree is to be undertaken, then a full description of the accredited program/credential/degree shall be included.

18.2.2.4.2 If a research project is to be undertaken, then a preliminary meeting and approval of the College President is required. An outline of the research project and a projected log of hours to be spent on the project are required. The benefits to the college, school, departments, students and to the faculty member shall be described fully.

18.2.2.4.3 If the department chair/school dean has questions about the application, and it can be adjusted so that the questions are addressed, then the application for sabbatical leave should be resubmitted to the dean for recommendation and signature no later than the third Friday in February. The school dean has ten (10) working days from the date of receipt to review and make a recommendation on Application for Sabbatical Leave.

18.2.2.4.4 If the school dean still does not recommend approval of the application, then the Application for Sabbatical Leave shall be sent on to the Professional Advancement Committee with appropriate comments no later than ten (10) working days from the date of receipt.

18.2.2.4.5 It is recommended that the applicant check to ensure that the school dean has forwarded their Application for Sabbatical Leave to the Professional Advancement Committee by the established deadline.

18.2.2.5 The completed forms (with approvals and/or comments) will be submitted to the Professional Advancement Committee by the school dean no later than ten (10) working days from the date of receipt.

18.2.2.5.1 The Professional Advancement Committee shall review all the applications and recommendations for acceptability.

18.2.2.5.2 If the Professional Advancement Committee feels that an application could become acceptable with some additional information, the committee may request such information from the originator. However, this shall not constitute a major revision of the application.

18.2.2.5.3 All acceptable Applications for Sabbatical Leave shall be ranked, even if the number exceeds the allotment.

18.2.2.6 The Professional Advancement Committee shall inform the AFT and Human Resources of the number of acceptable Applications for Sabbatical Leave no later than March 26th. The AFT and Human Resources shall:

- 18.2.2.6.1 Reallocate the number of unused leaves to another college(s), as appropriate.
- 18.2.2.6.2 Allocate additional sabbaticals based upon availability of additional resources.
- 18.2.2.6.3 Notify College Professional Advancement Committees of any redistribution of unused leaves or additional allocation of leaves.

18.2.2.7 The Professional Advancement Committee shall forward the committee's recommendation signed by the Chair to the Vice President no later than the last working day in March.

18.2.2.8 The Vice President shall review, sign, and forward the application form to the President no later than April 7th.

18.2.2.9 The President shall notify applicants regarding the status of their sabbatical leave requests no later than April 21st.

18.2.2.10 Should the recipient of an approved sabbatical leave decide not to exercise the privilege as agreed, the leave shall be offered to the next alternate on the rank order list, provided there is still enough time for the alternate to be approved by the Board.

18.2.2.11 The alternate will have five (5) working days to accept the sabbatical leave. If not accepted, it will be offered to the next alternate.

18.2.2.12 A recipient may withdraw from an approved sabbatical leave prior to beginning that leave. A second consecutive withdrawal will result in ineligibility to apply for the subsequent academic year, except for accident or illness as provided in Section 18.2.6 of the contract.

18.2.2.13 Should the recipient of an approved sabbatical leave make changes in the Application for Sabbatical Leave after it has been approved, the altered application must be resubmitted in writing to the Professional Advancement Committee, which will review and recommend action to the President.

### **18.2.3 Number of Leaves**

A minimum number of sabbatical leaves will be equal to three and one half percent (3.5%) of the total number of tenured/tenure-track faculty. The number of sabbatical leaves available shall round to the nearest whole number and shall be allocated based on headcount, not FTEF. If one or more of the colleges does not have a sufficient number of allocated sabbatical leave applications, the AFT and Human Resources will reallocate unused sabbatical leaves to another college(s). Additional sabbatical leaves may be approved based upon the availability of additional resources. Such additional leaves would be subject to the application process as delineated in Article 18.2.2.

### **18.2.4 Types of Leaves**

Sabbatical leaves may be taken for a variety of purposes. The following are examples of types of leaves, which may be considered, and are not in any order of priority. However, in times of retrenchment the first priority shall be given to proposals requesting retraining.

#### **18.2.4.1 Application Coursework**

Applicants for study leaves are expected to carry a full program of academic work at an accredited institution as determined by the institution where the program of study is to take place. Individuals applying for a sabbatical who have less than a 100% contract will be expected to carry a course load equivalent to their percent of a full contract.

Training taken from educational providers that have not sought accreditation may be included as a part of a study leave, but justification for the selection must be provided and the final decision as to the validity of the inclusion will rest with the sabbatical committee. If approval is given to include training from a non-accredited institution, such training time will be converted to semester credits on the basis of forty-eight (48) hours of training equals one semester credit.

Prior to submitting the request for leave, the faculty member should have determined personal eligibility or admission to the institution and completed as much preplanning as possible regarding the program. Ineligibility for admission to the named institution will result in the cancellation of the sabbatical leave.

The application should include the name of the institution that will be attended, the number of units that will be carried, courses that may be taken, (including course number, title and description, if available at the

time of application), and the degree that will be received, if any. If specific courses are not known at the time of applying for sabbatical leave, a list of courses to be sent to the Professional Advancement Committee prior to enrollment.

Applicants are expected to earn a grade of “C” or above. The applicant is expected to earn credit for each course taken as part of the approved leave program. All courses taken for college credit must be taken for a grade. No courses can be taken in the following grading modes: 1) pass/no pass; 2) credit/no credit; 3) audit.

#### 18.2.4.2 Retraining

Retraining is defined as the upgrading or the acquisition of knowledge and skills to assist the faculty member to move into a new area of instruction, or for the acquisition of new knowledge and skills in order to bring the particular instructional program up to date with current practices in industry or current knowledge of the discipline.

#### 18.2.4.3 Teaching, Learning, and Appropriate Instructional and Student Services

Some examples are as follows:

- a) Develop new or revise existing courses, programs, certificates or degrees.
- b) Develop technologically mediated instruction for courses/programs.
- c) Infuse global concepts in courses/programs.
- d) Evaluate the effectiveness of teaching and learning strategies, instructional delivery systems and/or performance assessment techniques.
- e) Develop and/or implement student success initiatives.
- f) Develop programs that improve student success and achievement of learning outcomes.

#### 18.2.4.4 Research

Applicants for independent research leaves are expected to accomplish an amount of work equal to a full-time study program.

18.2.4.4.1 Applications for research leaves should include a description of the research project that will be undertaken, how the research will be conducted and how the information will be used. The specific itinerary, if any, schedule of activities and other pertinent information should also be included.

18.2.4.4.2 A person wishing to follow a research program should discuss their intentions with the College President and should clarify the following before submitting the request:

- a) What research has already been conducted in this area?
- b) What information may be available in the literature to support the need for the proposed research project?
- c) How will the college/district and/or students benefit from the research project?

#### 18.2.5 Compensation and Bond

18.2.5.1 Compensation for a faculty member on sabbatical leave shall be equivalent to one-half of the faculty member's yearly salary. The faculty member shall receive the benefit of any service increment and/or salary reclassification entitlement as if the faculty member had remained in active service.

18.2.5.2 Every faculty member, as a condition to being granted a leave, shall agree in writing to render a period of service in the employ of the District following their return from the leave of absence, which is equal to twice the period of the leave. Faculty members not completing the agreed upon service will be subject to the conditions set forth in 18.2.5.4 below.

18.2.5.3 The faculty member may elect to receive compensation under either of the following options:

18.2.5.3.1 Option 1 -- If the leave is for a period of one (1) year, the faculty member may receive compensation in two (2) equal installments at the end of the first and second year of service rendered in the District following return from leave; if the leave is for a period less than one (1) year, the faculty member may receive the total compensation at the end of the first year of service rendered in the District following return from leave.

18.2.5.3.2 Option 2 -- Regardless of the length of leave, the faculty member may receive compensation in the same manner as if they had remained in active service.

18.2.5.4 The faculty member who elects Option 2 must post a bond in an amount equal to the faculty member's contract salary while on sabbatical leave indemnifying the District against loss in the event the faculty member fails to render the agreed-upon period of service in the employ of the District upon return of the faculty member from the leave of absence, or if they fail to meet the provisions of 18.2.6.

A faculty member who has completed a sabbatical leave and who either leaves the District before fulfilling the service obligation or fails to meet the provisions of 18.2.6 below shall reimburse the District in the amount due for the portion of the unfulfilled obligation no later than the last day of employment with the District.

In lieu of the bond, unit members may enter into an indemnification agreement with the District that, in the District's sole discretion, sufficiently ensures compliance with this Section 18.2.5.4. The District and the AFT agree that the indemnification program which the AFT makes available to its members sufficiently ensures compliance with Section 18.2.5.4.

18.2.5.5 In order to ensure receipt of monthly warrants, Human Resources must be notified in writing by the faculty member of the current mailing address to which the warrants are to be forwarded.

18.2.5.6 Time on sabbatical leave shall be counted as regular service for purposes of salary advancement, promotion, or reclassification, while for retirement purposes it shall be counted as half-time if a full-year sabbatical leave, or full-time if a half-year leave. (A faculty member on a full-year sabbatical leave may elect to pay STRS the difference between half-year and full-year status for retirement purposes, in which case the leave will count as full time for retirement purposes.)

18.2.5.7 During the term of the sabbatical leave, the successful applicant will be expected to be devoted full-time to the leave activity and will not be eligible for overload assignments, chair duties, release time duties, Academic Senate office, or other campus/District responsibilities. Exceptions to the foregoing, and any other outside employment during the period of the sabbatical leave must be approved by the Chancellor. Substitute assignments with a duration of one (1) week or less may be approved on an emergency basis by the president.

Successful applicants who work less than full time and receive less than a 100% sabbatical leave may receive adjunct assignments so long as the total combined assignment (sabbatical and work) does not exceed 100% of their normal contract percentage.

18.2.5.8 Through the sabbatical leave process, faculty members may also apply for tuition reimbursement for college-level coursework completed at an accredited institution. Subject to available funding, a maximum of \$2,000 (two thousand dollars) may be reimbursed in any academic year.

If specific courses are known at the time of application, they should be submitted through the sabbatical leave process along with the Application for Sabbatical Leave. If courses are not known at the time of applying for sabbatical leave, the list of course(s) should be submitted to the Professional Advancement Committee at the time of enrollment along with a copy of the approved Application for Sabbatical Leave.

An Application for Sabbatical Leave Tuition Reimbursement must be submitted to, and approved by the Professional Advancement Committee prior to enrollment. Tuition reimbursement shall be processed upon submission of evidence of successful completion of courses taken subject to available resources. Official transcripts of credit and original receipts must be sent to the District Office upon completion of coursework.

#### 18.2.6 Accident or Illness

Interruption of the program by serious accident or illness during a sabbatical leave, evidence of which is required, shall not prejudice a faculty member with regard to the fulfillment of the conditions under which the leave was granted, nor affect the amount of compensation to be paid each faculty member under the terms of such sabbatical leave. However, the president must receive prompt notification of such accident or illness, which in general shall be by registered or certified letter mailed within ten (10) days of such accident or illness. It is the responsibility of the president to communicate such change in leave plans to the Vice Chancellor, Human Resources. In case of death of the individual while on leave, their estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

#### 18.2.7 Return to Service

18.2.7.1 At the expiration of the sabbatical leave, and in the absence of other mutual agreement between the faculty member and the District, the

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faculty member shall be reinstated in a position equivalent in duties and salary to that held by them at the time of the granting of the leave of absence.

In most instances, it will be possible to determine in advance that the best interests of the District will be served by placing the sabbatical leave recipient in the same assignment held prior to the granting of the leave. If applicable, Human Resources shall notify the faculty member replacing the faculty member on sabbatical leave, in writing, that the assignment shall be only for the duration of the sabbatical leave.

18.2.7.2 Not later than six (6) weeks after return to duty, each faculty member returning from sabbatical leave shall file with the Professional Advancement Committee, evidence that the specific objectives stated in the application have been completed and the deliverables/products have been submitted.

The faculty member shall not be considered as having completed the requirements of the sabbatical leave until this evidence has been verified by the Professional Advancement Committee as having met the objectives of the leave and all deliverables/ products have been submitted.

18.2.7.2.1 Evidence of fulfillment of a retraining leave shall meet the criteria outlined in the original application for the leave.

18.2.7.2.2 Evidence of fulfillment of a formal study leave is an official transcript showing all courses completed and degrees granted; additional credentials obtained should be registered; and plans for the application of learning in ways beneficial to the college and students.

18.2.7.2.3 Evidence of fulfillment of an independent research leave is an original typewritten report in thesis form and the plans for application of research findings in ways beneficial to the college/center and students.

## 18.3 TRAVEL AND CONFERENCE

### 18.3.1 Application and Approval - Applies To Credit College Faculty Only

Applications for conference and travel requests shall be in writing, upon the form prescribed and provided by the District, and shall be filed with the school dean or appropriate manager following the published calendar of deadlines as determined by the College Professional Advancement Committee. In no case shall faculty be

required to seek approval for travel and conference requests more than one (1) month in advance of the travel and/or conference. In cases where the detail of the travel and/or conference is not fully available by the deadline date for submission, the faculty member may submit a tentative request based upon approximate anticipated costs.

Applications will be reviewed and a recommendation made by the department chair, the school dean or appropriate manager, and then forwarded to the College Professional Advancement Committee for evaluation. Approval from the College Professional Advancement Committee for all travel and/or conference requests must be secured prior to the date of the travel and/or conference.

In exceptional cases, upon a recommendation by the college president, the committee may approve a travel and/or conference request retroactively, provided the college president's recommendation is submitted within thirty (30) days of the completion of the travel and/or conference.

Unit members on sabbatical leave shall be eligible for travel and conference funds provided the purpose of the travel or conference is in direct support of the unit member's approved sabbatical project.

#### **18.3.2 Vehicular Travel and Reimbursement**

Faculty members may use District vehicles for travel for District-related activities or on District business within the State of California and outside the state at the discretion of the District.

Faculty members shall be entitled to reimbursement for required travel for District-related activities. Prior approval must be granted by the president of the related program or their designee.

A unit member required to use their vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District; provided, however, that the total reimbursement for any single trip shall be limited by the current rate of coach air fare.

#### **18.3.3 Travel and Conference Fund - Applies To Credit College Faculty Only**

At the beginning of each fiscal year, a separate travel and conference fund shall be available for faculty travel and conference. The budgeted amount of the fund shall be \$128,387 effective July 1, 2023. This value shall increase regularly by the same percentage increase that is negotiated equal to the available COLA per the RAF for the Unit.

These funds shall be allocated on a proportional FTEF (including both tenured/tenure-track and adjunct faculty) basis among the three (3) credit colleges. Each College Professional Advancement Committee may establish standards to ensure the fair disbursement of these funds, provided these standards are published at the beginning of each academic year, and that said standards do not otherwise violate any portion of this Agreement. Resources to cover substitutes for faculty who will miss their regularly scheduled assignment as a result of an approved travel and/or conference request may be allocated from this fund.

Adjunct faculty who receive prior approval for their travel request shall be compensated at their regular rate of pay only for any regularly scheduled assignment which cannot be met as a result of the travel. Adjunct faculty who attend workshops or conferences without prior approval shall not be compensated.

#### **18.3.4 Reconciliation of Advance Payments**

Faculty who have received travel/conference payment advances shall file the necessary accounting forms within two (2) months of the completion date of the travel/conference. If not filed by that time, the full amount of the advance payment shall be withheld from the faculty member's next payroll warrant. If the faculty member subsequently submits the necessary accounting forms, they shall be reimbursed for the amount which was withheld from their payroll warrant, provided this late submission occurs within the same fiscal year.

#### **18.4 LICENSURE/CERTIFICATION FEE REIMBURSEMENT**

A pool of funds shall be allocated on a yearly basis from the AFT share of the allocation formula to be used to reimburse unit members for the actual cost of fees charged which directly relate (does not include mileage, lodging, meals, etc.) to the issuance or re-issuance of a license or certificate required by the District, after initial employment, for the unit member to qualify for or retain their teaching or non-teaching assignment.

Such requests for reimbursement shall be subject to approval of the unit member's department chair and dean. The dean shall then forward the request to the college professional advancement committee (PAC) for final approval. The PAC shall forward all approved requests to the AFT who will ensure the reimbursement is processed via Business Services from AFT's pooled account.

If the amount of requested reimbursements exceeds the amount of available resources, reimbursements may be distributed on a pro-rata basis.

Any activities reimbursed by this section may not also be used for salary advancement purposes or any other type of District reimbursement.

18.5 ADJUNCT FACULTY ANCILLARY ACTIVITIES/ PROFESSIONAL DEVELOPMENT

ADJUNCT FACULTY ANCILLARY ACTIVITIES (reference CA Ed Code §87482.5)

- 18.5.1 Applicable law establishes that any person who is employed to teach classes for not more than sixty-seven percent (67%) of the hours per week or the maximum load value as established in the California Education Code, considered a full-time assignment for regular employees, be classified as an adjunct faculty member and shall not become a contract employee under applicable law.
- 18.5.2 Applicable law provides that service in ancillary activities by persons employed under this section, including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status. The District has right of assignment of all ancillary service activities and will determine eligibility and compensation and/or stipends for such activities. Activities and expectations will be determined in writing before the assignment begins and will be approved by the President or designee. In accordance with this section, AFT agrees that it will not support or pursue claims of employees to become contract employees based upon their acceptance and fulfillment of ancillary activities assignments as defined in this Article.
- 18.5.3 Compensation may include either a stipend or paid release time.

**FOR CONTINUING EDUCATION FACULTY ONLY:** The total cost of compensation under this Article will not exceed \$10,000 (ten thousand dollars) per fiscal year from non-grant funds plus no more than \$40,511 (forty thousand five hundred and eleven dollars) from the AFT share of 2006-07 growth money under the RAF. Ancillary activities beyond this cost limit will not be approved.

**FOR CREDIT COLLEGE FACULTY ONLY:** Any approved ancillary activities would be funded from the college's approved budget. This provision does not create any expectation or cost pressure that these activities must be funded.

- 18.5.4 For purposes of this Article, the following more specifically defines the areas of ancillary activities:

18.5.4.1 Governance: This includes participation in the formal governance process and structure of the college campus, including assignment to a standing governance committee, a special governance assignment, or other governance activities outside those covered by other articles of this contract.

18.5.4.2 Staff Development: This includes participation in training and professional development activities such as pre-approved department training, and professional development activities supporting broad-based strategic themes, research and development of new curricula, and other professional development activities outside those covered by other articles of this contract. For purposes of Ancillary Activities, Staff Development does not include activities by faculty which are eligible for classification as FLEX activities.

18.5.4.3 Grant Writing: This includes participation in pre-grant workshops, grant meetings and presentations, grant research and development, grant writing, and other approved grant activities outside those covered by other articles of this contract.

18.5.4.4 Advising Student Organizations: This includes activities of development and advisement of Associated Student Government in organization, management, and leadership, and other activities outside those covered by other articles of this contract.

18.5.5 Applications must be submitted on a District form no later than four (4) weeks prior to the proposed start date of the assignment. The application and any potential grant funding sources will be reviewed by the President's designee and an AFT official. Any disagreement regarding approval/disapproval will be submitted to the President for final decision. Decisions under this Article are not subject to the grievance procedure.

**PROFESSIONAL DEVELOPMENT ACTIVITIES FOR ALL CONTINUING EDUCATION FACULTY**

18.5.6 In the event there are unused sabbatical leaves as specified in Article 18.2.3, the unallocated sabbatical funds shall be re-allocated for professional development or travel and conference activities for all Continuing Education faculty including counselors.

18.5.7 Faculty interested in applying for these funds must first seek approval from their department chair and dean. Requests will then be forwarded to the Continuing Education Academic Senate Professional Advancement Committee for final approval.

18.5.8 Effective January 1, 2015, this fund shall be augmented by \$20,000 each fiscal year from on-going resources from AFT's share of RAF funds.

## **ARTICLE XIX - AFT MEMBERSHIP DUES DEDUCTIONS**

### **19.1 Eligible Unit Members**

All unit members with an active assignment are eligible for membership in the Guild. Union dues shall only be deducted from Guild members in good standing, as determined by the Guild, whose monthly gross earnings are \$450 (four hundred and fifty dollars) or greater in the corresponding monthly pay period.

### **19.2 Forfeiture of Deduction**

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of AFT dues, no such deduction shall be made for the current pay period.

### **19.3 Reinstatement**

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the District will resume dues, in accordance with Section 19.1.

### **19.4 Guild Notification to District**

Upon notification by the Guild and delivery to District payroll of appropriate authorization forms, the District shall deduct from each unit member's wages the amount of the AFT dues as specified by the Guild.

Any questions from unit members concerning the amount of deduction shall be referred to the Guild. AFT shall notify the District in writing of any corrections and this shall be made during the following payroll period.

Any overpayments or underpayments of dues by unit members shall be adjusted upon notification to the District by the Guild at the next payroll cycle in which the overpayment or underpayment is noted.

### **19.5 Indemnification**

The Guild shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorney's fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this Article.

### **19.6 The Guild agrees to furnish any information needed by the District to fulfill the provisions of this Article. However, the Guild shall not be required to submit to the District copies of a unit member's dues deduction authorization for the purpose of**

fulfilling the provisions of this Article, unless a dispute arises about the existence or terms of the dues deduction authorization.

- 19.7 With respect to all sums deducted by the District pursuant to authorization of the unit member, the District agrees to remit monthly, within fifteen (15) days following the date of deduction on the unit member's pay warrant, such moneys to the Guild's designee accompanied by an alphabetical list of faculty members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.
- 19.8 Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Guild and the District.

19.9 Non-Interference

The District agrees that it will not deter or discourage unit members, or applicants to become unit members, from becoming or remaining members of the Guild, or from authorizing representation by the Guild, or from voluntarily authorizing Guild dues deductions.

19.10 District Initiated Union Related Communications

The District will not initiate any type of mass or individual communication to Guild unit members concerning their rights to join or support the Guild, or to refrain from joining or supporting the Guild, unless the Guild has expressly pre-approved the communication in writing.

## ARTICLE XX – PERSONNEL FILES

- 20.1 There shall be only one (1) official personnel file for each bargaining unit member. No action may be taken against a unit member on the basis of material other than that contained in the official personnel file.
- 20.2 Official personnel files shall be kept in confidence in the District Office of Human Resources and shall be available for inspection only by the unit member, a representative of the Guild (with the unit member's written authorization), and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the faculty member.
- 20.3 Any material placed in a faculty member's official personnel file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy of all materials shall be given to the faculty member prior to the time of insertion in the official personnel file. No anonymous letters or materials shall be placed in this official personnel file.
- 20.4 Only material related to the faculty member's assigned duties or professional responsibilities shall be placed in the official personnel file.
- 20.5 In the case of derogatory materials related to a faculty member's assigned duties or professional responsibilities, such material shall not be entered in a faculty member's official personnel file unless and until the faculty member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question. The faculty member shall acknowledge that they have read such material by affixing their signature and the date to the actual copy to be filed with the statement; their signature indicates only that they have read the material and does not necessarily indicate agreement with its contents.
- 20.6 A faculty member shall have the right to place in the official personnel file any material that they determine may have a bearing on their position as a faculty member. In the case of bulky items such as manuscripts or books, only a reference shall be placed in the file.
- 20.7 Upon the request of the faculty member, all materials they deem derogatory, after remaining in the official personnel file for a period of four (4) years, shall be placed in a separate sealed envelope which shall be retained in the official personnel file. This sealed envelope shall not be opened except with the written consent of the faculty member and/or upon court order.
- 20.8 A unit member shall have the right during normal business hours of the District Administrative Offices to examine and/or obtain a copy, at the unit member's expense, of any material in their official personnel file, except those excluded by law, by appointment with the Human Resources Office. Material not available to the unit member includes,

but is not limited to, materials, which were obtained prior to the employment of the unit member.

20.9 Credit College Faculty Campus-based Performance Review Files (PRFs)

- 20.9.1 Campus-based Performance Review Files (PRFs) will be kept in order to facilitate administrative, evaluative, or supervisory activities. Material transferred from a PRF, or from a supervisor's official file, to the official personnel file shall be handled in the manner described above with the following exceptions: (a) material transferred from a PRF or from a supervisor's unofficial file may not be used in action against a faculty member unless the transfer occurred two (2) weeks prior to the initiation of such action and the specified procedures for notification and review have been followed; (b) material so transferred shall not be more than one (1) year old. For college faculty, PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from the provisions of this section.
- 20.9.2 Each College President will designate an instructional office in which PRFs shall be maintained in a confidential manner and shall designate a custodian for the PRFs. Prior to the initiation of any negative action based on a probationary and/or promotional review, copies of all relevant documents must be transferred to the official personnel file, in accordance with 20.9.1 above.
- 20.9.3 Each faculty member shall be provided with a list of all materials transferred from the PRF to the official personnel file. Identification shall indicate each author or officially authorized body generating the material. PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from the provisions of this section.
- 20.9.4 The list mentioned above must be provided to the faculty member at least five (5) working days prior to its transfer. PRF materials identified as "Mandatory Official Materials" in Article XV, Section 15.1.8.2 of this Agreement are exempt from the provisions of this section.
- 20.9.5 The file custodian must maintain an "Access Log" for each PRF to ensure that confidentiality is guaranteed. PRFs will be accessible only to: (a) the faculty member, (b) evaluation committee peers (including Chair), (c) evaluation committee administrator (School Dean or Program Dean), (d) Dean or Instruction or equivalent instructional officer, (e) senate review committee members (when appropriate), (f) College President, and, (g) CAP members (when appropriate).
- 20.9.6 On every occasion that a file is accessed, the File Custodian will assure that the log is filled in and signed, or an electronic login has been verified.

- 20.9.7 All evaluation committee persons and authorized administrators are to review the PRFs in a confidential area to be provided by the File Custodian.
- 20.9.8 Student evaluations of faculty on the promotional track will be retained for four (4) years. After four (4) years have elapsed, the faculty member will be notified that their PRF will be purged of dated material. The faculty member then may request the student evaluation forms, and may make arrangements to pick them up. If there is no response within ten (10) days, all student evaluations more than four (4) years will be destroyed.
- 20.9.9 A unit member shall have the right, by appointment with the File Custodian, during normal business hours to examine and/or obtain a copy of any material in their PRF.

## ARTICLE XXI - MISCELLANEOUS

- 21.1 If work is being considered by the District for contracting out, and that work is currently being performed by unit members covered by this Agreement then the Guild shall have the right to review and approve or disapprove.
- 21.2 If work is being considered by the District for contracting out, and that work is not being performed by unit members covered by this Agreement, then the District shall provide one hundred twenty (120) calendar days' notice to the Guild.

## ARTICLE XXII - SAVINGS

- 22.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
- 22.2 The parties shall meet after such written decision by a court, legislative change, or tribunal to negotiate regarding any affected provision(s).

## ARTICLE XXIII - FACULTY SERVICE AREA/REDUCTION-IN-FORCE

### 23.1 FACULTY SERVICE AREA (FSA)

#### 23.1.1 Definition

A faculty service area (FSA) is a discipline area in which faculty have seniority rights in the event of a reduction in force. A FSA is identical to catalog disciplines and services.

#### 23.1.2 Qualifications

In order to qualify for a faculty service area, faculty must:

23.1.2.1 Meet minimum qualifications as adopted by the Board of Trustees, and

23.1.2.2 Be competent as defined by the AB 1725 FSA Committee in their January 5, 1990 report which states:

Competencies for bumping and layoff in FSA's will be based upon minimum qualifications (any faculty member who has a credential is deemed to meet the minimum qualifications consistent with any limitations on that credential) for the disciplines including any license and/or certifications in the subject field and course or series of courses, in the assigned disciplines. Therefore, recency of teaching or experience in the specific discipline is not a requirement except under the provisions of this license or certification.

#### 23.1.3 Establishment

Pursuant to the provisions of Education Code Section 87743.3 each faculty member shall qualify for one or more faculty service areas (FSA) at the time of initial employment. A faculty member shall be eligible for qualification in any faculty service area in which the faculty member has met both minimum qualifications pursuant to Education Code Section 87356 and district competency standards, if applicable, as established by the Academic Senates. Faculty members hired to provide instruction in the Community College Baccalaureate Pilot Program in Health Information Management will follow the Minimum Qualifications as determined by the Statewide Academic Senate. After initial employment, a faculty member may apply to the district to add faculty service areas for which the faculty member qualifies.

23.1.3.1 Human Resources will establish initial FSA's for faculty hired before July 1, 1991, utilizing credential records. Relevant information will

AFT Guild, Local 1931 – SDCCD Faculty

be sent to each tenured/tenure-track faculty member by October 15 of each year. Faculty hired on or after July 1, 1991, will have initial FSA's established at the time of hire.

- 23.1.3.2 Faculty may apply for additional FSA's by enumerating the additions on the FSA application form. These forms must be returned to Human Resources by November 15 of each year.
- 23.1.3.3 Human Resources will verify minimum qualifications for any additional FSA's based upon the District's approved FSA list. FSA declarations which do not clearly meet the District's minimum qualifications list will be referred to the FSA Commission. The Commission's decision must be rendered by December 15.
- 23.1.3.4 The FSA Commission will be composed of four (4) voting members (two [2] AFT representatives and two [2] Instructional Executive Deans/Vice Presidents), standing advisory (non-voting) representatives from Human Resources, and up to six (6) non-voting discipline specialists. Half of the discipline specialists are to be selected by the faculty member and half by the voting members of the Commission. The discipline specialists will advise the Commission as to the validity of the additional FSA declaration(s). The decision on the FSA declaration(s) will be made by a majority vote of the voting members of the Commission.

#### 23.1.4 Appeals

Appeals of the decisions of the FSA Commission will be through the grievance procedure as delineated in Article IV.

### 23.2 REDUCTION-IN-FORCE

- 23.2.1 Recommended layoffs and recall shall be in accordance with the appropriate Education Code provisions.
- 23.2.2 The District shall furnish the Guild a seniority list of tenured/tenure track faculty by no later than the first teaching day of each spring semester.
- 23.2.3 The Guild and District administration, at least thirty (30) working days before the date of the Board meeting at which the recommendations for layoff are to be made, shall meet and negotiate regarding the impact of the proposed layoffs.
- 23.2.4 Tenured/tenure-track faculty who are laid off shall be entitled to receive health and welfare benefits beyond their last actual date of service to the District up to September 30 of the year in which the faculty member was laid off.

23.2.5 Tenured/tenure-track faculty who are laid off shall have the right to buy into the District's health and welfare insurance program, at their own expense, for a period of time not to exceed one (1) year beyond September 30 of the year in which they were laid off. Premiums are due and payable quarterly, in advance, on October 1, January 1, April 1, and July 1.

## **ARTICLE XXIV – LABOR/MANAGEMENT MEETINGS**

24.1 Consultation meetings between AFT Guild representatives and the District will be convened on a regular basis, but at intervals no greater than six (6) weeks unless both parties agree there are no agenda items. The purpose of these meetings will be to exchange information and resolve matters related to the administration of the Agreement as well as matters outside the scope of representation. Participants in the meetings shall include the Chancellor, or designee, the AFT Guild President, or designee, and such other representatives as either shall appoint. The number of other representatives at each meeting shall be mutually agreed upon by the District and the Guild.

## ARTICLE XXV - RESTRICTED CONTRACT FACULTY

- 25.1 Faculty in categorically funded positions are entitled to all of the collective bargaining agreement rights of Tenured/Tenure-Track faculty with the exception of the due process rights of tenured faculty if the specifically-funded projects to which they are assigned are terminated.
- 25.2 This Article in no way confers tenure-track status upon restricted contract faculty.

## ARTICLE XXVI – INTELLECTUAL PROPERTY RIGHTS

### 26.1 Purpose

The District and the AFT have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal, the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by faculty members, and to identify the uses that may be made of those works by faculty members and the District. None of the language in this Article applies to works wholly created by faculty members on their own time, outside of their assigned work schedule, without any use of District equipment and/or resources and intended for non-District use.

### 26.2 Definitions as Used in this Article

26.2.1 "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art and design, photographs, films, video and audio recordings, computer software, architectural and engineering drawings, and choreography.

26.2.2 "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given. For any course offered by the SDCCD, the official outline of record, as defined and approved by the Board of Trustees in accordance with Title 5, Sections 55000, 55001, 55002, and 55100, constitutes the Course and is owned by the District.

### 26.3 Works Covered

26.3.1 *Types of works whose ownership and use are covered by this Article.* This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their employment; and it addresses the use of those works by faculty members and the District.

26.3.2 *Types of works not covered by this Article, and consequences of not being covered.* This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member (works not made

for hire), *such as*: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty members who teach music.

Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph 26.4.2.1 below, and the District is not authorized to use such works under paragraph 26.5.1.2 below.

## 26.4 Copyright Ownership

### 26.4.1 Ownership by Faculty Members

26.4.1.1 The copyrights to works created by faculty members will be owned by them, even if those works (e.g., class notes recorded by students, syllabi, lectures, student exercises, multimedia programs, and tests) are created in connection with courses they teach, or other duties they perform as faculty 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 26.4.2.1 below.

26.4.1.2 In cases where RFP's and grants from outside agencies stipulate in the proposal or formal agreements with the district or college that materials developed as part of the project either remain the property of the outside agency or are to be shared or accessible outside of the district in some way, faculty who receive significant financial support to develop materials as part of the project will be advised before any materials development on their part takes place of this potential loss of ownership and/or future control of any materials developed under the auspices of said grant.

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

26.4.2.1 *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, library use, laboratory 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 a work, as well as the cost or value of the use of expensive District equipment or facilities (such as professional film or recording studios). Grant funds obtained by faculty members for the creation of works shall not be considered substantial support provided by the District. Payment for the development of a course ends after the initial offering of the course unless mutually agreed between the District and faculty. Additional work beyond the scope and time frame of a grant which enhanced a course developed under work for hire would not be considered to be part of the original work for hire and would remain the work of the faculty member.

26.4.2.2 *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. Ownership of a copyright does not preclude updating and/or revising the course. It is understood by the parties that courses are naturally dynamic.

26.4.3 **Faculty Member's Option to Acquire Copyright**

If the District is to be the owner of the copyright to a work because it provided substantial support for its creation, the faculty member who created the work shall have an option to acquire the work's copyright by paying the District an amount of money that shall be agreed upon in writing by the faculty member and the District at the time the District provides (or agrees to provide) that support. To exercise this option, the faculty member shall pay the District the agreed-upon amount; and the District shall immediately assign the work's copyright to the faculty member.

26.4.4 **Process for Documenting District Ownership and Faculty Member's Option**

26.4.4.1 If the District is to be the owner of the copyright to a work, the faculty member and the District should sign an agreement that contains the following clauses:

"Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a 'work made for hire' as a matter of

copyright law, then faculty member hereby assigns their copyright in the work to the District.

“The work to which this agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work is titled or described as follows:  
\_\_\_\_\_.”

- 26.4.4.2 If such an agreement has not been signed, the absence of a signed agreement means the faculty member is the copyright owner rather than the District, *unless* the District proves in arbitration (as provided in 26.8 below) that it did provide substantial support for the work or that the work became part of its curriculum, policies, or administrative or promotional literature.
- 26.4.4.3 If the District is to be the owner of the copyright to a work because it contributed substantial support, the agreement signed by the faculty member and District also should contain the following clause:

“To exercise their option to acquire the copyright to the work identified above, the faculty member shall pay the District the sum of \$\_\_\_\_\_.”
- 26.4.4.4 The amount to be paid by the faculty member to exercise their option to acquire a work's copyright may be adjusted from time to time, if for example the amount of the District's support increases (or decreases), *but only if* the faculty member and District both sign a new clause containing the agreed-upon adjusted amount.
- 26.4.4.5 AFT shall receive a copy of any such agreements reached as described above.

## 26.5 Permitted Uses

### 26.5.1 Use of Work when Copyright is Owned by Faculty Member

- 26.5.1.1 *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 26.5.1.2 below), without any further authorization from the District.

26.5.1.2 *Uses by District.* It is the policy of the District to protect and not to infringe on the copyrights of others within or without the District community. Use of copyrighted works without permission of the owner may subject the user and the District to liability from an infringement action or other possible causes of action. Accordingly, administration, faculty, staff, and students are required to restrict their use of copyrighted materials within the confines of District policies, District guidelines, applicable statutes, and relevant court decisions.

The rights of copyright owners are not exclusive; permission is not necessary for every use. Exceptions to the exclusive rights of copyright owners are numerous and, among others, include: "Fair Use" of copyrighted works; limited copying of computer programs; certain "Library Exemptions"; application of the "First Sale Doctrine" which allows one who buys a copyrighted work to display and resell it. This doctrine does not apply to sound recordings, computer programs, or distribution through a computer network.

The District recognizes the importance of the use of copyrighted materials in fulfilling its educational mission. It is therefore the policy of the District to encourage proper use of copyrighted materials either through acquiring the permission of the copyright owner or under one of the legitimate exceptions outlined in the preceding paragraph.

The District may do these things, but the District may not authorize others to do them, unless the District first obtains the written consent of the faculty member who owns the work's copyright.

26.5.1.3 A unit member shall have the duty to facilitate and cooperate with the District's permitted uses hereunder when such works are reasonably necessary for un-interrupted student instruction in the case of a unit member's absence from the unit member's current assignment.

#### 26.5.2 Use of Work when Copyright is Owned by District

26.5.2.1 *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 26.5.2.2 below), without any further authorization from the faculty members who created those works.

26.5.2.2 *Uses by faculty member.* Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, only within their scope of employment with 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.

26.5.3 Use of Names of Faculty Members, District and Colleges

26.5.3.1 *District's use of faculty member's name.* The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason the faculty member does not wish their name to be used in this manner, the faculty member has the right to require the District not to identify them; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

26.5.3.2 *Faculty member's use of name of District or College.* Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify their relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify their relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when they should have, or identifies the District or College under circumstances when they should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

## 26.6 Responsibilities

26.6.1 *Registration of copyright.* It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office, if the owner so chooses.

26.6.2 *Acquiring and paying for necessary rights from third parties.* If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work. Faculty members acknowledge that in some cases, the cost of acquiring necessary rights from third parties, if paid by the District, may itself constitute "substantial support" from the District, so the

District would become the owner of the copyright to such works simply because it paid to acquire those rights.

26.6.3 *Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work.* If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.

26.7 Authorization of individual agreements the terms of which differ from those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the AFT.

26.8 Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in Article IV, except that an arbitrator who is expert in copyright law shall be chosen by the parties, or, if the parties are unable to agree on an arbitrator, chosen in accordance with the commercial arbitration rules of the American Arbitration Association.

## ARTICLE XXVII - DURATION AND CONDITIONS

- 27.1 Any individual agreement between the District and individual faculty member within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 27.2 This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.
- 27.3 For the duration of this Agreement, the Guild and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.
- 27.4 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.
- 27.5 The duration of this Agreement shall be from July 1, 2023 through June 30, 2026 (except as provided below).
- 27.6 It is the intent of the parties to reach agreement on a successor Resource Allocation Formula (RAF) and to amend this Agreement as necessary to implement the economic improvements (if any) from the Resource Allocation Formula. Any economic improvements will be paid from the resource allocation formula, which is incorporated herein as a sub-section of this Agreement. Absent a successor RAF agreement, the parties agree to re-open negotiations regarding compensation and benefits commencing July 1, 2024 and July 1, 2025. These negotiations shall include the truing-up of any previous RAF allocations and/or expenditures.

## APPENDIX I

- I. Community college faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subjects is to seek and to state the truth as they see it. To this end faculty members devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgement in using, extending, and transmitting knowledge. They practice intellectual honesty. Although faculty members may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
- II. As teachers, faculty members encourage the free pursuit of learning in their students. They hold before them the best scholarly standards of their discipline. Faculty members demonstrate respect for the student as an individual, and adhere to their proper role as intellectual guides and counselors. Faculty members make every reasonable effort to foster honest academic conduct and to assure that evaluation of students reflects their true merit. They respect the confidential nature of the relationship between faculty member and student. They avoid any exploitation of students for private advantage and acknowledge significant assistance from them. They protect the academic freedom of students.
- III. As colleagues, faculty members have obligations that derive from common membership in the community of scholars. Faculty members do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas faculty members show due respect for the opinions of others. Faculty members acknowledge their academic debts and strive to be objective in their professional judgment of colleagues. Faculty members accept their share of faculty responsibilities for the governance of their institution.
- IV. As members of an academic institution, faculty members seek above all to be effective teachers and scholars. Although faculty members observe the stated regulations of their institutions, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Faculty members give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, faculty members recognize the effect of their decisions upon the program of the institution and give due notice of their intentions.
- V. As members of their community, faculty members have the rights and obligations of all citizens. Faculty members measure the urgency of these obligations in the light of their responsibilities to their subject areas, to their students, to their profession, and to their institutions. When they speak or act as private persons they avoid creating the impression that they speak or act for their colleges or universities. As citizens engaged in a profession that depends upon freedom for its health and integrity, faculty members have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## APPENDIX II

This Appendix consists of copies of the official **Faculty Appraisal Forms** referenced in Article XV, Section 15.1.4 of this Agreement. There are three forms, one each for Classroom Faculty, Counselors, and Librarians. Following these three forms is the "Recommendation Page" which is to be completed at the conclusion of *all* tenured/tenure-track faculty evaluations.

The official **Faculty Appraisal Guide** is referenced in 15.1.4 above. The guide describes evaluation domains and criteria, as well as evidence of effectiveness. In addition, the guide lists several "examples of performance" for each criterion. These examples primarily describe behaviors that may indicate whether and how well a faculty member meets the various criteria.

Faculty not covered by one of these forms may modify the most suitable, in concert with the appropriate manager and the Guild.

## San Diego Community College District Tenured/Tenure-Track Faculty Appraisal Form

For: \_\_\_\_\_  
(Evaluatee's Name)

DOMAINS/Criteria	Needs Development	Satisfactory	Exceeds Standards	
<b>SUBJECT MATTER MASTERY</b> 1. Current Subject Area Knowledge/Professional Development 2. Knowledge of Learning Theory	[ ]	[ ]	[ ]	[ ]
<b>PREPARING FOR TEACHING</b> 3. Course Conceptualization/Integration 4. Organizing/Planning 5. Innovation/Resourcefulness	[ ]	[ ]	[ ]	[ ]
<b>TEACHING</b> 6. Presentation Skills 7. Adaptability/Flexibility 8. Facilitation Skills 9. Assessment 10. Feedback Skills 11. Skill in Creating the Learning Environment 12. Skill in Managing Class Time 13. Skill in Making Content Relevant	[ ]	[ ]	[ ]	[ ]
<b>COACHING &amp; COUNSELING SKILLS</b> 14. Skill in Establishing Rapport/Trust	[ ]	[ ]	[ ]	[ ]
<b>SDCCD KNOWLEDGE &amp; INVOLVEMENT</b> 15. Campus/District Knowledge & Involvement 16. Timely Response to Administrative Requirements (for Chair/Dean to evaluate) 17. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession 18. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	Needs Development [ ]	Satisfactory [ ]	Exceeds Standards [ ]	

**SIGNATURES:**

**DATES:**

**SIGNATURES:**

**DATES:**

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## PEER EVALUATOR

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## APPROPRIATE MANAGER

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## PEER EVALUATOR

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**EVALUEE**

PEER EVALUATOR (if applicable) \_\_\_\_\_ EVALUEE \_\_\_\_\_

PEER EVALUATOR (if applicable) \_\_\_\_\_ EVALUUEE \_\_\_\_\_

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**DEPARTMENT or PROGRAM CHAIR**

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## PRESIDENT

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**VICE PRESIDENT**

AFT Guild, Local 1931 – SDCCD Faculty

**San Diego Community College District Tenured/Tenure-Track Faculty Appraisal Form**  
**COUNSELOR**

For: \_\_\_\_\_  
*(Evaluatee's Name)*

DOMAINS/Criteria	Needs Development	Satisfactory	Exceeds Standards	
<b>DEVELOPMENT, COORDINATION, &amp; IMPLEMENTATION OF STUDENT SERVICES ACTIVITIES</b> 1. Keeping Reports, Records, Ed Plans, & other documentation 2. Special Functions 3. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
<b>PROFESSIONAL COUNSELING SKILLS</b> 4. Individual Counseling 5. Group Counseling 6. Assessment 7. Group Presentation	[ ]	[ ]	[ ]	[ ]
<b>COUNSELING-SPECIFIC SUBJECT MASTERY</b> 8. Knowledge & Utilization of Academic Programs and Curricula, Transfer Information, resources, & District Procedure 9. Professional Growth & Ongoing Preparation	[ ]	[ ]	[ ]	[ ]
<b>INTERPERSONAL-PERSONAL SKILLS</b> 10. Communication 11. Leadership/Influence 12. Timely Response to Administrative Requirements (for Chair/Dean to evaluate) 13. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession 14. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b> [ ]	<b>Satisfactory</b> [ ]	<b>Exceeds Standards</b> [ ]	

SIGNATURES:	DATES:	SIGNATURES:	DATES:
PEER EVALUATOR	_____	APPROPRIATE MANAGER	_____
PEER EVALUATOR (if applicable)	_____	EVALUEE	_____
DEPARTMENT or PROGRAM CHAIR	_____	PRESIDENT	_____
VICE PRESIDENT	_____		

**San Diego Community College District Tenured/Tenure-Track Faculty Appraisal Form**  
**LIBRARIAN**

For: \_\_\_\_\_  
*(Evaluatee's Name)*

Domains / Criteria	N/A	Needs Development	Satisfactory	Exceeds Standards
<b>PUBLIC and TECHNICAL SERVICES</b>				
1. Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Access Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Technical Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Library Services Platform Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COLLECTION MANAGEMENT</b>				
6. Overall Knowledge of the Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Collection Evaluation & Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Collection Selection and De-selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OPERATIONAL LEADERSHIP</b>				
9. Organizing & Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Staff Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SDCCD KNOWLEDGE and INVOLVEMENT</b>				
11. Campus/District Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Campus/District Policies & Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Liaison with Faculty & Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LIBRARIANSHIP MASTERY</b>				
17. Continuing Education/Professional Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating:</b>	Needs Development	Satisfactory	Exceeds Standards	
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Signatures:**

**Dates:**

**Signatures:**

**Dates:**

\_\_\_\_\_  
 Peer Evaluator

\_\_\_\_\_  
 Appropriate Manager

\_\_\_\_\_  
 Peer Evaluator (if applicable)

\_\_\_\_\_  
 Evaluatee

\_\_\_\_\_  
 Dept or Program Chair

\_\_\_\_\_  
 President

\_\_\_\_\_  
 Vice President

**RECOMMENDATION PAGE FOR ALL TENURED/TENURE-TRACK EVALUATIONS**

**COMMITTEE RECOMMENDATION for \_\_\_\_\_**

**PROBATIONARY/PROMOTIONAL EVALUATION**

First Year	<input type="checkbox"/> Second one-year Contract	<input type="checkbox"/> Tenure	<input type="checkbox"/> Non-Renewal
Second Year	<input type="checkbox"/> Two-year Contract	<input type="checkbox"/> Tenure	<input type="checkbox"/> Non-Renewal
Third Year	<input type="checkbox"/> Satisfactory Progress	<input type="checkbox"/> Unsatisfactory Progress	
Fourth Year	<input type="checkbox"/> Tenure/Promotion to Associate Professor* <input type="checkbox"/> Denial of Tenure		
Eighth Year	<input type="checkbox"/> Advance to Professor*	<input type="checkbox"/> Advancement Not Recommended, FEDP Required	

**TENURED, NON-PROMOTIONAL EVALUATION**

<input type="checkbox"/> Satisfactory	<input type="checkbox"/> Unsatisfactory, FEDP Required
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*\*promotion to Associate Professor or Professor applies to tenured/tenure-track college faculty only.*

Recommendation of President:  I agree  I disagree  
With Committee Recommendation

(If "Disagree," please state recommendation and reasons for such):

## APPENDIX III

### APPLIES TO COLLEGE FACULTY ONLY

This Appendix consists of copies of the official **Student Evaluation Forms** referenced in Article XV, Section 15.1.5 of this Agreement. There are two forms, one each for Classroom Faculty and Counselors.

The forms are to be used in the evaluation of both tenured/tenure-track and adjunct faculty.

## SURVEY B

SURVEY NAME \_\_\_\_\_

**Directions for questions 1 through 20:** Please "grade" your instructor on each of the statements for questions 1 through 20. Fill in the letter of the answer (use a #2 pencil) which best describes the instructor and this class.

Record your responses on the computer sheet according to the following criteria:

(a)	(b)	(c)	(d)	(e)
Outstanding	More than satisfactory	Satisfactory	Less than satisfactory	Not applicable

1. The instructor makes the objectives and requirements of the course clear.
2. Class meetings are well organized.
3. The required readings and/or other assignments are useful in promoting learning.
4. The instructor treats students with respect.
5. The instructor is available to students during scheduled office hours or at other times by appointment.
6. The instructor encourages students, including those who experience difficulty.
7. The instructor is enthusiastic about teaching this course.
8. The instructor uses methods of teaching which seem appropriate to the course.
9. The instructor generally attempts to stimulate interest in the subject.
10. The instructor explains the material well.
11. The instructor encourages student participation when appropriate.
12. The instructor encourages critical thinking about the issues addressed in the course.
13. If students don't understand the material, the instructor gives additional explanation.
14. The instructor uses class time effectively.
15. The instructor gives exams and/or assignments that allow students to demonstrate what they have learned.
16. Exam questions and/or assignments are clear.
17. Exams and/or assignment are corrected, commented upon, and returned within a reasonable time.
18. The instructor makes specific, useful comments and/or corrections on student work.
19. The course objectives stated at the beginning of the course are being achieved or have been achieved.
20. Instructor's exams are challenging and require students to prepare carefully.

**Questions 21 through 26** are intended to provide a profile of students who are evaluating faculty. Answer each on the computer form according to the responses listed below them.

21. What was the main reason you enrolled in this class?  
(a) General Ed or Remedial Requirement      (b) Major Requirement  
(c) Special Education Needs      (d) Personal Interest      (e) Professional/Vocational

22. This course fits into your:  
(a)      (b)      (c)      (d)      (e)  
4-year program    2-year program    Certificate Prog.    Personal goals    Undecided

23. Aside from class time, how many hours per week do you spend preparing for this class?  
(a)      (b)      (c)      (d)      (e)  
0            1 to 3            4 to 6            7 to 9            10 or more

24. How would you grade your effort in this class?:?  
(a)      (b)      (c)      (d)      (e)  
Very Good    Good            Adequate            Fair            Poor

25. If you have a job, how many hours per week do you work?  
(a)      (b)      (c)      (d)      (e)  
No Job            1 to 10            11 to 20            21 to 30            31 to 40

26. How many units are you carrying for this semester?  
(a)      (b)      (c)      (d)      (e)  
1-3            4-6            7-9            10-12            more than 12

27. Did you attend the first class session?  
(a)      (b)  
Yes            No

**Directions for Items 28 and 29:** Please respond as fully and precisely as you can to the following two items. Your answers will be reviewed by your instructor following the end of the course, and can be of considerable help in improving teaching effectiveness.

**Please specify what you think this instructor has done well in this course.**

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**Please specify ways in which you think this course can be improved.**

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SURVEY NAME \_\_\_\_\_

**Directions for questions 1 through 17.** Please "grade" your counselor on each of the statements for questions 1 through 17. Fill in the letter of the answer (use a #2 pencil) which best describes the counselor and this session. Record your responses on the computer sheet according to the following criteria:

(a)	(b)	(c)	(d)	(e)
Outstanding	More than satisfactory	Satisfactory	Less than satisfactory	Not applicable

1. The Counselor was on time for the appointment.
2. The Counselor showed a genuine caring about my situation.
3. The Counselor treated me with respect.
4. The Counselor listened to my problem or question.
5. The Counselor gave feedback related to my problem or question.
6. The Counselor was well organized and had helpful materials available.
7. The Counselor developed an understandable and legible educational plan that reflected by present career goals.
8. The Counselor suggested alternatives and options to assist with my goals.
9. The Counselor made the objectives and requirements for my program clear.
10. The Counselor encouraged me to participate in decisions regarding career and academic goals.
11. The counselor encouraged me in exploring options and in achieving my goals.
12. I left the counseling session feeling that my needs had been met.
13. The Counselor helped me to understand my strengths and weaknesses.
14. The Counselor helped me understand how to use my previous coursework and experience in planning my schedule.
15. The Counselor referred me to campus and/or community resources that will assist me in making decisions.
16. The Counselor explained policies, procedures and deadlines related to my needs.
17. The Counselor provided information about academic programs, general education and transfer requirements.
18. What is the main reason for your counseling session today? (Select ONE choice from question 18 and 20)  
(a) Personal problem      (b) Career information      (c) Educational planning      (d) Financial Aid      (e) Assistance with forms
19. (a) Semester planning      (b) General information      (c) Transfer information      (d) Instructor Complaints      (e) Referred to counseling
20. (a) Probation      (b) Disqualification      (c) Other

21. This counseling session took place during:  
(a) August/ September      (b) October/Nov December      (c) January/ February      (d) March/ April/May      (e) June/ July

22. My reason for enrollment in college is:  
(a) Associate Degree      (b) Certificate      (c) Personal Interest      (d) Job Skills      (e) Transfer to a University

23. Have you reviewed the College Catalog and class schedule?  
(a) Yes      (b) No

24. Did you bring copies of prior coursework and/or related information to the counseling session?  
(a) Yes      (b) No

25. Have you requested that a copy of your transcript be sent to the college?  
(a) Yes      (b) No

26. Are you:  
(a) First time in college      (b) Returning Student (after an absence)      (c) Continuing student      (d) Concurrently enrolled

27. This is my:  
(a) First counseling session      (b) Second session      (c) Third or more

Please specify ways in which you think counseling services can be improved:

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## APPENDIX IV

This Appendix consists of copies of the official **Adjunct Faculty Appraisal Forms** referenced in Article XV, Section 15.1.14 of this Agreement. There are three forms, one each for Adjunct Classroom Faculty, Counselors, and Librarians.

The official **Faculty Appraisal Guide** is referenced in 15.1.14 above. The guide describes evaluation domains and criteria, as well as evidence of effectiveness. In addition, the guide lists several "examples of performance" for each criterion. These examples primarily describe behaviors that may indicate whether and how well a faculty member meets the various criteria.

Faculty not covered by one of these forms may modify the most suitable, in concert with the appropriate manager and the Guild.

**SDCCD – Adjunct Faculty Appraisal Form** For: \_\_\_\_\_  
 (Evallee's Name)

CRITERIA	Needs Development	Satisfactory	Exceeds Standards	Unable to Observe
1. Current Subject Area Knowledge/Professional Development	[ ]	[ ]	[ ]	[ ]
2. Knowledge of Learning Theory	[ ]	[ ]	[ ]	[ ]
3. Course Conceptualization/Integration	[ ]	[ ]	[ ]	[ ]
4. Organizing/Planning	[ ]	[ ]	[ ]	[ ]
5. Innovation/Resourcefulness	[ ]	[ ]	[ ]	[ ]
6. Presentation Skills	[ ]	[ ]	[ ]	[ ]
7. Adaptability/Flexibility	[ ]	[ ]	[ ]	[ ]
8. Facilitation Skills	[ ]	[ ]	[ ]	[ ]
9. Assessment	[ ]	[ ]	[ ]	[ ]
10. Feedback Skills	[ ]	[ ]	[ ]	[ ]
11. Skill in Creating the Learning Environment	[ ]	[ ]	[ ]	[ ]
12. Skill in Managing Class Time	[ ]	[ ]	[ ]	[ ]
13. Skill in Making Content Relevant	[ ]	[ ]	[ ]	[ ]
14. Skill in Establishing Rapport/Trust	[ ]	[ ]	[ ]	[ ]
15. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
16. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession	[ ]	[ ]	[ ]	[ ]
17. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	Needs Development [ ]	Satisfactory [ ]	Exceeds Standards [ ]	[ ]

**SIGNATURES:**

**DATES:**

EVALLEE

DEPARTMENT or PROGRAM CHAIR/DESIGNEE

APPROPRIATE MANAGER

**San Diego Community College District Adjunct Faculty Appraisal Form - COUNSELOR**

For:

(Evaluatee's Name)

Criteria	Needs Development	Satisfactory	Exceeds Standards	Unable to Observe
1. Keeping Reports, Records, Ed Plans, & other Documentation	[ ]	[ ]	[ ]	[ ]
2. Special Functions	[ ]	[ ]	[ ]	[ ]
3. Organizing & Planning	[ ]	[ ]	[ ]	[ ]
4. Individual Counseling	[ ]	[ ]	[ ]	[ ]
5. Group Counseling	[ ]	[ ]	[ ]	[ ]
6. Assessment	[ ]	[ ]	[ ]	[ ]
7. Group Presentation	[ ]	[ ]	[ ]	[ ]
8. Knowledge & Utilization of Academic Programs and Curricula, Transfer Information, Resources, & District Procedure	[ ]	[ ]	[ ]	[ ]
9. Professional Growth & Ongoing Preparation	[ ]	[ ]	[ ]	[ ]
10. Communication	[ ]	[ ]	[ ]	[ ]
11. Leadership/Influence	[ ]	[ ]	[ ]	[ ]
12. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	[ ]	[ ]	[ ]	[ ]
13. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession	[ ]	[ ]	[ ]	[ ]
14. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	[ ]	[ ]	[ ]	[ ]
<b>OVERALL RATING:</b>	<b>Needs Development</b>	<b>Satisfactory</b>	<b>Exceeds Standards</b>	
	[ ]	[ ]	[ ]	

**SIGNATURES:**

EVALUEE

**DATES:**

DEPARTMENT or PROGRAM CHAIR/DESIGNEE

APPROPRIATE MANAGER

AFT Guild, Local 1931 – SDCCD Faculty

**San Diego Community College District**  
**Adjunct Faculty Appraisal Form**  
**LIBRARIAN**

For: \_\_\_\_\_  
*(Evaluatee's Name)*

Domains / Criteria	N/A	Needs Development	Satisfactory	Exceeds Standards
<b>PUBLIC and TECHNICAL SERVICES</b>				
1. Reference	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Instruction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Access Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Technical Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Library Services Platform Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COLLECTION MANAGEMENT</b>				
6. Overall Knowledge of the Collection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Collection Evaluation & Assessment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Collection Selection and De-selection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>OPERATIONAL LEADERSHIP</b>				
9. Organizing & Planning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Staff Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>SDCCD KNOWLEDGE and INVOLVEMENT</b>				
11. Campus/District Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Campus/District Policies & Procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Liaison with Faculty & Administration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Timely Response to Administrative Requirements (for Chair/Dean to evaluate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Demonstrated respect for colleagues, for the traditional concepts of academic freedom, and for the commonly agreed upon ethics of their profession	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Demonstrated sensitivity to the issues of diversity, equity, inclusion, and accessibility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>LIBRARIANSHIP MASTERY</b>				
17. Continuing Education/Professional Involvement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Overall Rating:</b>		Needs Development	Satisfactory	Exceeds Standards
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Signatures:**

**Dates:**

EVALUEE

DEPARTMENT or PROGRAM CHAIR/DESIGNEE

APPROPRIATE MANAGER

## APPENDIX V

	<b>Effective Fall 2023 Fall/Spring Semesters Reassigned Time (FTEF)</b>	<b>Effective Spring 2024 (FTEF)</b>
<b>CITY</b>		
Behavioral Sciences	0.70	0.80
Black Studies	0.30	0.40
Business	0.30	0.40
Chicano Studies	0.30	0.40
Communications	0.50	0.60
Consumer & Family Studies	0.30	0.40
Cosmetology	0.30	0.40
English and Humanities	1.30	1.40
Engineering Technologies	0.50	0.60
Health & Exercise Science	0.50	0.60
History & Political Science	0.30	0.40
Information Technology	0.40	0.50
Language	0.40	0.50
Life Sciences	0.70	0.80
Mathematics	1.00	1.10
Nursing Education	0.40	0.50
Physical Sciences	0.70	0.80
Visual Arts	1.00	1.10
<b>CONTINUING EDUCATION</b>		
Child Development	0.400	0.50
ABE/ASE	0.400	0.50
BIT: Business and Accounting	0.500	0.60
BIT: Digital Media and Programming	0.400	0.50
BIT: Information Technology	0.400	0.50
Emeritus - Program Chair	0.600	0.65
Emeritus - Music (Assistant Program Chair)	0.040	0.14

Emeritus - Health & Nutrition (Assistant Program Chair)	0.110	0.21
Emeritus - Technology (Assistant Program Chair)	0.150	0.20
Emeritus General Interest (Assistant Program Chair)		0.10
ESL - Program Chair	0.800	0.90
ESL- Chavez (Assistant Program Chair)	0.180	0.28
ESL- ECC (Assistant Program Chair)	0.180	0.28
ESL- Mesa (Assistant Program Chair)	0.180	0.28
ESL- Miramar (Assistant Program Chair)	0.180	0.28
ESL- MCC Day (Assistant Program Chair)	0.180	0.28
ESL- MCC Evening (Assistant Program Chair)	0.200	0.30
Hospitality and Culinary Arts	0.400	0.50
Clothing and Textiles	0.400	0.50
Healthcare Careers	0.400	0.50
Voc: Automotive	0.400	0.50
Voc: Skilled and Technical Trades	0.400	0.50

#### MESA

Accelerated College Program	0.300	0.40
Allied Health	0.700	0.80
American Sign Language	0.300	0.40
Architecture Environmental	0.500	0.60
Art & Drama	0.900	1.00
Behavioral Sciences	0.800	0.90
Biology	1.600	1.70
Black Studies	0.300	0.40
Business Administration	1.200	1.30
Chemistry	1.100	1.20
Chicano Studies	0.300	0.40
Communication Studies	0.500	0.60
Computer Info Sciences	0.500	0.60
Consumer Family Studies	0.400	0.50
Digital Technology	0.400	0.50
English	1.200	1.30
Exercise Science	1.100	1.20
Language	0.600	0.70
Mathematics	1.100	1.20
Music	0.400	0.50

Physical Science	0.700	0.80
Social Sciences	0.700	0.80
<b>MIRAMAR</b>		
Administration of Justice	1.400	1.40
Aeronautical & Aviation	0.400	0.50
Auto & Diesel Technology	0.500	0.60
Behavioral Sciences	0.400	0.50
Biological Sciences	1.100	1.20
Business	0.900	1.10
Chemistry	0.700	0.80
Child Development	0.300	0.40
Emergency Medical Technician	0.400	0.50
English & World Languages	0.700	0.80
Exercise Science, Health, & Nutrition	0.400	0.50
Fire Technology	0.300	0.40
Humanities	0.400	0.50
Mathematics	0.600	0.70
Physical Sciences	0.400	0.50
Social Sciences	0.400	0.50
Visual & Performing Arts	0.400	0.50

## APPENDIX VI

San Diego Community College District  
**College Department Chair Assessment Form**

Satisfactory	Needs Development*	Not Applicable	Performed the following duties and responsibilities:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1) Facilitated curriculum revisions, deactivations, and development of new curriculum and programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2) Recruited underrepresented adjunct and/or contract faculty
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3) Convened regular department meetings and attended department, school, college, and district meetings
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4) Attended training meetings and leadership development seminars for department chairs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5) Assisted the dean/manager in developing and implementing plans to improve student retention
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6) Assisted the dean/manager in meeting departmental, college, and district productivity and enrollment management goals while meeting student and program needs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7) Participated in student job placement and/or transfer activities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8) Assisted the dean/manager in developing the schedule of classes and in making faculty assignments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9) Encouraged open communications and/or facilitated conflict resolution among department faculty members
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10) Assisted administration in resolving student complaints and grievances
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11) Facilitated cooperative ventures with other departments, schools, and/or colleges
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12) Supported grant applications and/or supervision of grant programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13) Collaborated with community agencies and/or corporate partners related to departmental programs
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14) Attended local, state, and/or national events related to department disciplines
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15) Met all critical deadlines (curriculum and catalog review, book orders, class schedule development, contract and adjunct faculty evaluations, master planning and program review and such)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16) Remained within departmental budget allocations (supplies, materials, equipment, certificated hourly and non-academic temporary staff, and such)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17) Worked collaboratively with the dean/manager and evaluation coordinator to ensure smooth implementation of contract and adjunct faculty evaluation procedures

\*Written recommendations for improvement shall be provided for any items where “needs development” is checked.

<input type="checkbox"/>	<input type="checkbox"/>	OVERALL ASSESSMENT (not mathematically derived from above items)
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**SIDELETTER  
AFT GUILD  
AND  
SAN DIEGO COMMUNITY COLLEGE DISTRICT**

The parties agree to the following resolution of the unfair practice charge filed by the Guild re: Article VIII (section A9.0):

- a) Contract faculty will be notified by the District via U.S. mail that they have an option to request that their December 1998 contract earnings be paid on December 18, 1998. Faculty who make this request shall also receive all future December contract earnings in December.
- b) Contract faculty who do not make this request shall have their December 1998 contract earnings paid on the first working day in January, 1999 as per Article VIII (A9.0).
- c) During the 1999 calendar year the District agrees to provide the opportunity for each contract faculty member to meet with a tax consultant to discuss ways that they may limit their future tax liability as result of the issuance of an additional pay warrant during the calendar year. This consultant will be jointly selected by the District and the Guild.
- d) During calendar year 1999, contract faculty will be notified by the District via U.S. mail that they have an option to request that their December 1999 contract earnings be paid on the first working day in January 2000. Faculty who make this request will also receive all future December contract earnings in January.
- e) Contract faculty who do not respond to this 1999 mailing shall automatically have their December 1999 and all future December contract earnings paid in December.
- f) All new contract faculty hired on or after January 1, 1999 shall have their December contract earnings paid in December.

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Wayne Murphy, Assistant Chancellor  
Human Resources

November 20, 1998

AFT Guild, Local 1931 – SDCCD Faculty

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Jim Mahler, President  
AFT Guild, Local 1931

November 20, 1998

## APPENDIX VIII

### COLLEGE FACULTY ADJUNCT OFFICE HOUR PROGRAM

Adjunct faculty who provide either face-to-face office hours or on-line synchronous office hour time will be eligible for compensated office hours subject to the following requirements:

1. Each adjunct faculty member must submit a completed form (attached) to the appropriate school dean by no later than the end of the second week of the assignment for the fall and spring semesters only. The faculty member must also include in the syllabus the number of office hours which they agree to hold during the semester, including the days, times, and places where the office hours will be held.
2. A separate form must be submitted for each school/college where the faculty member has an assignment.
3. The program does not apply to contract overload or pro-rata faculty.
4. All payments will be made in the last pay period of the semester.
5. The total amount of resources to be distributed each semester will come from the AFT share of the Resource Allocation Formula. The rate of pay for each faculty member will be determined by dividing this resource by the total number of hours submitted under Section 1.
6. This program will not require the creation of additional office space.
7. Either party may reopen this program for amendment each year.
8. Hours available per FTEF:

The maximum number of paid office hours per semester from all assignments combined shall be determined by the following formula: Total Assigned Classroom FTEF X 80 = # of paid office hours for the semester.

Example: an assignment of 0.20 FTEF would receive a maximum of 0.20 FTEF X 80 = 16 paid hours for the semester.