

# COLLECTIVE BARGAINING AGREEMENT

between the  
**San José/Evergreen  
Federation of Teachers  
AFT 6157**  
and the  
**San José/Evergreen  
Community  
College District**

**July 1, 2020 to June 30, 2023**



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Community College District**  
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**San José/Evergreen  
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## ARTICLE 1

### RECOGNITION

- 1.1 The District recognizes the San Jose/Evergreen Federation of Teachers Local 6157 as the exclusive representative for those faculty members acknowledged by the District in a resolution dated July 29, 1977 and as amended on March 26, 1987 and on March 11, 2002.
  - 1.1.1 All faculty employed by the District shall be included in the AFT 6157 Unit. This includes: tenured faculty; tenure track faculty; associate instructional faculty and Associate non-instructional faculty and substitute instructors working more than five (5) consecutive days in a given semester are members through the remainder of the semester. They must work five consecutive days in a subsequent semester to reestablish membership.
  - 1.1.2 Grant-Funded, Non-Tenured Categorical Positions: Faculty in grant-funded non-tenured categorical positions are entitled to the benefits of this collective bargaining agreement consistent with their categorical status. Faculty within these programs do not have employment rights (including but not limited to transfer or bumping) outside of their programs. Faculty within EOP&S and DSP/S (also classified as grant-funded categorical) do achieve tenure status and retain all rights consistent with the terms of this Agreement and the Education Code.
  - 1.1.3 Temporary Faculty in non-tenured positions are entitled to the benefits of this collective bargaining agreement consistent with their temporary status. Faculty within this category do not have employment rights (including but not limited to transfer or bumping) outside of the temporary assignment as defined in the contract issued upon employment.
  - 1.1.4 Non-Credit
    - 1.1.4.1 Non-credit faculty are employed to teach courses that meet the criteria for apportionment under Section 84757 of the Education Code, the bargaining unit includes these employees and the terms and conditions of their employment;
    - 1.1.4.2 Non-credit instructors employed to teach community service or contract classes that are offered without credit and that are not eligible for apportionments pursuant to Section 84757 shall be excluded from the unit;

## ARTICLE 2

### DISTRICT'S RIGHTS AND DUTIES

Purpose: To establish the extent and limitations of District rights and duties.

**2.1** The District and the AFT 6157 understand and agree that the District retains all the customary and usual rights, powers, functions, and authority to control, manage, and discharge its obligations. Any of the lawfully-granted and implied rights, powers, functions or authority which the District had prior to the execution of this agreement are retained with the exception of those which are specifically abridged or modified by this agreement, by any supplement to this agreement, or by law. Reserved duties and rights include, but are not limited to:

- a) determine its organization
- b) direct the work of its faculty members
- c) determine the kinds and levels of service, and the methods and means of providing same
- d) contract out work not traditionally performed by unit members
- e) determine the numbers and categories of faculty members required
- f) direct District operations
- g) build, move, or modify buildings and facilities
- h) establish budget procedures and funding priorities
- i) determine methods of revenue generation
- j) determine the day(s), times, and hours of operation
- k) establish District policies and procedures
- l) establish the District's educational policies, goals, and objectives
- m) determine the rights and educational opportunities of students
- n) determine the curriculum in collaboration with the Academic Senates
- o) hire, classify, assign, evaluate, discipline, and terminate faculty members

**2.2** In addition, the District has the right to modify or suspend this contract in case of emergency, which shall be defined as a catastrophic event such as fire, flood, earthquake or any other natural disaster or unforeseen non-financial circumstance which has a significant impact on the operations of the District.

2.2.1 This right to suspend or modify the contract shall be in force only to the extent that the emergency continues to have significant impact on the District operations.

2.2.2 In addition, those parts of the contract that may be modified or suspended do not include Article 1, Recognition Article 2, District Rights, or Article 3, Grievance Procedure, and shall be limited to those parts of the contract that must be altered or suspended by the District in order to specifically deal with the emergency.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### 3.1 DEFINITIONS

3.1.1 A grievance is a formal allegation by a unit member that the member has been adversely affected by a violation, misinterpretation or misapplication of a specific provision of this contract by the District, its officers, or agents. Resolution of matters for which other procedures are specifically provided by Federal or State law shall be undertaken through the appropriate procedures.

3.1.2 A grievant is any unit member adversely affected by an alleged violation, misinterpretation or misapplication of the specific provisions of the Agreement. A grievant may file a new and separate grievance if a new and separate alleged violation, misinterpretation or misapplication of a specific provision may have occurred. A grievant may not file a second grievance on a settled grievance.

“Grievant” also includes:

3.1.2.1 Any former faculty member who was a member of the bargaining unit at the time the grievable incident occurred and who processes the grievance within the time period set forth herein,

3.1.2.2 An officer of the AFT 6157 who has been authorized to file the grievance on behalf of the AFT 6157 by its Executive Board.

3.1.3 A day is any day in which the District offices are open.

#### 3.2 NOTICE OF THE GRIEVANCE

The notice of the grievance shall:

3.2.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, citing specific section(s) of this contract; the circumstance or action from which the grievance arose; the date of discovery;

3.2.2 State the remedy sought;

3.2.3 State the name, address, and telephone number of the grievant's representative, if known;

3.2.4 Include the grievant's name, address, home and work telephone numbers, and signature;

3.2.5 Be filed with the Associate Vice Chancellor of Human Resources with copies to the

President of the AFT 6157 and the college President.

### **3.3 [SECTION 3.3 IS DELETED]**

### **3.4 REPRESENTATION**

3.4.1 Upon the filing of the grievance, the grievant may be:

3.4.1.1 Represented by themselves, or

3.4.1.2 At the grievant's choice be represented by a member of the AFT 6157

3.4.2 At Level IV either party may choose to be represented by counsel and shall notify the other party.

### **3.5 TIME LIMITS**

3.5.1 The District will not process a grievance that is presented by a faculty member more than thirty (30) days after the occurrence or alleged occurrence, or more than thirty (30) days after the faculty member becomes aware, or should reasonably have known of the occurrence.

3.5.2 If an event giving rise to a grievance occurs during a faculty member's vacation or recess, other than a long-term leave of absence, a Faculty member shall be allowed thirty (30) days after the scheduled return to duty within which to file the grievance.

3.5.3 The AFT 6157 President and Chancellor, or their respective designees may extend any time deadline by mutual written agreement.

3.5.4 The timelines established in this Article for filing a grievance at Levels II-IV begin the day after the grievant has received the decision below. Similarly, the timeline for issuing a decision at levels II-III begins the day after the administrator receives the grievance appeal. For the purposes of this section, grievance appeals and decisions shall be served by email, and "receipt" means the email has appeared in the in box of the recipient.

### **3.6 LEVEL I: INFORMAL RESOLUTION CONFERENCE**

3.6.1 Purpose. The goal of this grievance process is to provide the parties with a mechanism to resolve contractual disputes at the earliest time and lowest level possible. AFT 6157 and the District encourage the parties to a potential grievance to resolve their differences informally, where possible, before entering the formal Levels of this procedure.

3.6.2 Within ten (10) days of the time that an aggrieved faculty member knows, or should know of the events or conditions giving rise to the grievance the faculty member shall provide written notice to the administrator who has immediate responsibility for the position in which the faculty member is assigned, including the specific Article and Section of this

Agreement which the member alleges was violated, misinterpreted or misapplied.

- 3.6.3 Within 10 days of receiving the notice described in section 3.6.2 the grievant and administrator will complete the informal resolution process. This process includes: 1) at least one meeting between the grievant and administrator; and 2) a written notice from the administrator to the grievant of the results of the informal resolution process. The aggrieved may have a designated representative of AFT 6157 present at the informal resolution meeting.

### **3.7 LEVEL II RESOLUTION- COLLEGE PRESIDENT OR DESIGNEE**

- 3.7.1 If the matter is not resolved at the Level I informal conference as outlined in 3.6, and the faculty member wishes to exercise their right to pursue the grievance, the faculty member shall present the grievance in writing to the College President or President's designee, no later than thirty (30) days after the alleged occurrence, or after the faculty member becomes aware of, or should reasonably have known of the occurrence. The grievance shall be filed as outlined in section 3.7.2.
- 3.7.2 The College President or President's designee, shall communicate their decision to the faculty member in writing, within ten (10) days after receiving the grievance, stating the administrator's reasons for the decision.
- 3.7.3 In the event that the District fails to respond within the timeline specified, the grievance shall be deemed denied on the last day that the District response would have been due, and the grievant(s) may proceed to the next level within the prescribed timelines. When a grievance is moved to the next level due to the District's failure to respond at the level below, the District shall acknowledge its failure in the next-level response and propose a remedy designed to prevent such failures in the future.

### **3.8 LEVEL III RESOLUTION- CHANCELLOR OR DESIGNEE**

- 3.8.1 The grievant may appeal a Level II decision to Level III by writing to the office of the Chancellor or designee within fifteen (15) days after receiving the Level II decision, or within fifteen (15) days of the last day that a Level II response was due, whichever is sooner. A copy of the appeal, written in the same format as outlined in Section 3.2, shall be furnished to the college President or designee who issued the Level II response.
- 3.8.2 The Chancellor or designee shall investigate the details of the grievance and meet with the grievant and/or an AFT 6157 representative within fifteen (15) days of receipt of the grievance appeal in order to resolve the issue.
- 3.8.3 The Chancellor or designee shall communicate in writing their decision to the grievant, the AFT 6157, and the affected administrator within fifteen (15) days after the grievance meeting(s).



### 3.9 LEVEL IV- IMPARTIAL HEARING

- 3.9.1 If the decision at Level III is not satisfactory to the aggrieved faculty member(s) within fifteen (15) days after receiving the Level II decision, the grievant may request, in writing, that the AFT 6157 submit the grievance to binding arbitration. The AFT 6157 may, by written notice to the Chancellor within fifteen (15) days after receipt of the request from the aggrieved, submit the grievance to binding arbitration. If the two parties cannot agree on a specific arbiter, they shall request an odd-numbered list of experienced individuals from the California State Conciliation Service. The arbiter shall be selected within ten (10) days after receiving the list by the "alternate strike method" (or by another method mutually agreeable to the parties) until only one name remains. The arbiter shall be asked to formally support or deny the grievance.
- 3.9.2 If the grievance is supported, the District shall pay for the full cost of the arbiter's fee, its own cost of representation and all other mutually agreed upon hearing expenses. In the event that other costs are not mutually agreed upon, they shall be paid half by the AFT 6157 and half by the District. If the decision is split, the arbiter shall determine the distribution of the costs between the parties, excepting the cost of representation.
- 3.9.3 A notice of the request for binding arbitration shall be sent to the Chancellor and shall include a copy of the original grievance, Level III appeal, decisions rendered and all other relevant information.
- 3.9.4 The arbiter will decide the time and place for a hearing in consultation with the parties. The hearing will be private and, unless otherwise agreed, will be conducted in accordance with the Rules of the California State Conciliation Services.
- 3.9.5 Attendance at the hearing shall be limited to persons whose presence has relevance to the hearing and only for the period of time that such presence is required, and to the following:
  - 3.9.5.1 The grievant and the grievant's representative(s);
  - 3.9.5.2 The district representative and the district representative's advisor;
  - 3.9.5.3 The arbiter;
  - 3.9.5.4 The witnesses, but only while giving testimony;
  - 3.9.5.5 An observer designated by the AFT 6157;
  - 3.9.5.6 The Associate Vice Chancellor of Human Resources or an observer designated by the Associate Vice Chancellor;
  - 3.9.5.7 A court reporter.
- 3.9.6 The arbiter shall not consider any matter outside the scope of the grievance as defined in this

contract, shall strictly confine the decision to the precise issue submitted and this specific contract, and shall not under any circumstances make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbiter.

- 3.9.7 After the close of the binding arbitration hearing, the arbiter shall establish a schedule for submission of written briefs.
- 3.9.8 The arbiter shall submit the decision in writing to all the parties within thirty (30) days after submission of the last brief.

### **3.10 MISCELLANEOUS PROVISIONS**

- 3.10.1 During the proceedings, and until a final determination has been reached, all proceedings shall be private and confidential. Parties may settle at any time outside of this procedure.
- 3.10.2 Any faculty member may at any time present grievances to the District and have such grievances adjusted without the intervention of the AFT 6157 as long as the adjustment is reached prior to Level IV and the adjustment is not inconsistent with the terms of this contract and provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 3.10.3 There shall be no retaliation against any grievant(s) for utilizing these grievance procedures. The fact that a unit member has filed a grievance(s) shall not be considered in making any personnel decisions. Nor shall there be reprisals of any kind taken against any faculty member or representative because of participation in a grievance or the support thereof.
- 3.10.4 The District's failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal to the next step of the procedure, within the time allotted, as if the decision had been given. Failure by the AFT 6157 or grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 3.10.5 In the event that a grievance affects more than one faculty member, the grievance may be filed by the AFT 6157 on behalf of all affected faculty members; and if the grievance affects faculty members at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as this does not create an unnecessary delay.
- 3.10.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.
- 3.10.7 Forms for filing grievances and other necessary documents shall be prepared by the District and the AFT 6157, and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

- 3.10.8 In the event that it becomes necessary to conduct a grievance hearing or conference with an administrator during the workday, the grievant, representative and witnesses shall be granted, when necessary, release time without loss of pay. The District shall provide a reasonable amount of release time for processing grievances.
- 3.10.9 The District and the AFT 6157 will make a reasonable effort to schedule the grievance process during the regular workday and not during assigned classroom hours or hours of service to students.
- 3.10.10 Nothing in this article shall be interpreted to preclude a faculty member from seeking remedies provided by law after the exhaustion of this procedure.
- 3.10.11 If a grievance alleged by AFT 6157 on behalf of itself or a unit member arises from the action of a central District authority, AFT 6157 and the Chancellor or Chancellor's designee may mutually agree to initiate such a grievance at Level III of the grievance procedure.

## ARTICLE 4

### ADDITIONAL FACULTY MEMBER RIGHTS

#### 4.1 SALARY PAYMENTS

- 4.1.1 Salary payments to ten (10) month faculty are payable on a ten month basis beginning with August and ending in May of each year in accordance with this section. Salary payments to eleven (11) month faculty are payable on an eleven month basis beginning with August and ending June of each year in accordance with this section. Each salary payment for any calendar month may be made on the last working day of the month. Pay shall be distributed on the last working day of the month except when the last working day is a Friday in which case they will be distributed on the Thursday prior to the last working day.

Salary for eleven (11) month counselors is paid monthly August through May. If the eleventh month of work is scheduled for June, the salary will be paid in June. If the eleventh month of work is scheduled for either July or August, salary will be paid in July.

4.1.2 Deferred Pay

Faculty working a ten (10) or eleven (11) month academic year may elect to participate in the District's Twelve Month Deferred Pay Plan. The deadline for election of this option shall be August 1 in any academic year. The additional pay will be issued on June 30 and July 31. The calculation of deferred pay shall not include overload pay. The deferred pay election shall not be revocable until the commencement of the ensuing fiscal year. Enrollment in the deferred pay plan shall continue unless the faculty member provides written notice to the district to discontinue the plan beginning with the next fiscal year.

- 4.1.3 The District agrees to pay for all instructional overload worked in the fall semester during the months of October, November and December. The District agrees to pay for all instructional overload worked in the spring semester in the months of February, March and April. Non instructional overload shall be paid either in the month worked in or in the subsequent month. The District agrees to pay winter intersession at the end of January. The District agrees to pay six-week summer session at the end of June for full-time faculty and July 10th for associate faculty (for June work) and at the end of July for full-time faculty and August 10th for associate faculty (for July work) providing the summer session ends on or prior to the last day of July.

4.1.4 Pay Errors

4.1.4.1 Underpayment

Any error made by the District resulting in insufficient payment for a faculty member of \$100 or more shall be corrected no later than seven (7) working days after the error has been identified to payroll. All adjustments under \$100 shall be corrected as soon as possible. Since these adjustments may not include all necessary deductions, an adjustment for those deductions may be made in the next regular pay period.

4.1.4.2 Overpayment

If overpayment of a faculty member is discovered the District shall notify the faculty member and provide an opportunity to meet and confer to review data and to develop a repayment plan, if appropriate. No faculty member shall be required to return overpayment to the District in monthly increments greater than the monthly amounts of the overpayment. No money will be deducted from the faculty member's check without a signed agreement unless otherwise provided by law.

4.1.5 Leave Balance Summary

Leave balance summary reports shall be made available to faculty members that will include accrual, deduction and balance information for all sick leave. The information is to be refreshed each pay cycle. Leave Balance Summary shall begin no later than June 30, 2016.

On the Leave Plan Summary Form, the District shall include: accrual, deduction and balance information for all sick leave. As follows:

Sick Leave Full-time:	Earned, Used, Balance
Sick Leave Full-Time Overload:	Earned, Used, Balance
Sick Leave Adjunct:	Earned, Used, Balance

**4.2 PAYROLL DEDUCTIONS**

Pursuant to authorization for payroll deduction from the faculty member, the District shall provide a process for deductions for tax-sheltered annuities. (See also Article 7 regarding deductions of professional dues and fees.)

**4.3 TAX-SHELTERED ANNUITIES**

4.3.1 Faculty members may participate in a 403B program of their choice, providing the company will sign the District's Hold Harmless Agreement.

4.3.2 Faculty members may participate in a 457 plan.

**4.4 WORKSPACE AND SECURE ENVIRONMENT**

4.4.1 Understanding that space is limited, in every division a reasonable effort will be made to provide workspace and secure storage (perhaps shared) for course and related materials for every faculty member. These efforts shall include consideration of full and associate faculty workspace issues in new and renovated buildings.

4.4.2 The District shall make reasonable effort to purchase ergonomically correct furniture for faculty as funds become available for such purchases.

4.4.3 **Adjunct Centers:** Each college shall maintain at least one associate faculty center.  
a. Upon request to the division office, associate faculty shall be provided with keys/fobs to the

applicable center.

- b. The colleges shall supply the centers with appropriate office equipment (computers, printer and copier) and supplies.

#### **4.5 PHONE USAGE**

Faculty members shall be provided with a phone in each faculty office to be used for inter-district and local calls related to college business. The District shall pay for all costs related to the use of the phones. Faculty members shall pay all costs the District incurs for long distance personal usage.

#### **4.6 ACADEMIC FREEDOM**

- 4.6.1 Institutions of higher learning exist for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends on the uninhibited search for truth and its open expression, and to this end both faculty and students must hold the right of full freedom of inquiry and expression.
- 4.6.2 Academic freedom is equally essential to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is fundamental to the protection of the rights of the instructor in teaching and to the student in learning.
- 4.6.3 Academic freedom cannot be separated from academic and professional responsibility.
- 4.6.4 Instructors have the right to study and investigate, to interpret their findings, and express conclusions. Instructors may present views that are controversial and may evaluate opinions held by others, while respecting the right of free expression. As such, in the performance of their duties, faculty have the right to speak and write free from viewpoint censorship and shall be afforded the Academic Freedom protections, and uphold the Academic Freedom responsibilities, set forth in this Article. The District shall not place any viewpoint-based restrictions on Faculty speech.

Academic freedom does not include speech that violates the District's policies, including its computer and network use and discrimination and harassment policies; speech that is defamatory or obscene according to current legal standards, or which advocates for the use of force, or of law violation, where such advocacy is directed to inciting or producing imminent lawless action and is likely to incite or produce such action, or which causes the substantial disruption of classroom or college/district/campus activities or operations. Nothing in this Article shall prohibit the enforcement of District policies or current legal standards, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution.

Professional Autonomy: Faculty members have the principal right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the

approved curriculum, course outline, educational mission of the District, District policies, requirements of accreditation bodies, and state and federal laws and regulations.

- 4.6.5 Civic and Public Autonomy: Except as stated in this subsection, employment by the District does not restrict or limit the Federal First Amendment and California Constitutional right to freedom of expression and political activity enjoyed by faculty as members of their communities when expressed during non-work. Faculty members shall not be subject to District regulation of their non-work related speech on any issue, as long as they do not indicate or imply they are speaking for the institution. It is understood that these free speech protections do not preclude the District from addressing any demonstrable, negative impacts of private speech on the workplace, consistent with the District's discrimination and harassment policies and negotiated standards of performance.

#### **4.7 INTELLECTUAL PROPERTY RIGHTS**

- 4.7.1 Intellectual property rights for materials, publications, tapes and other written, verbal, visual, audio, computer generated, or artistic products developed, conceived or executed by a faculty member shall be awarded to the faculty member unless the faculty member is specifically directed or employed by the District to create the work.
- 4.7.2 If there is disagreement relative to an intellectual property rights, the requirements of law shall apply.

#### **4.8 MILEAGE**

- 4.8.1 The District agrees to pay mileage at the current IRS rate.
- 4.8.2 If a faculty member is required to provide service at the home college and an additional District site during the same day, mileage reimbursement plus one (1) hour at the lowest lab rate shall apply to travel between the District campuses, but mileage only shall apply from a District campus to one other on the same day (See Appendix D-5).
- 4.8.3 When travel to additional District sites requires a return to the home college on the same day, the faculty member shall be compensated for travel in both directions.

#### **4.9 PARKING**

All faculty members will be provided free on campus parking in designated staff parking areas.

#### **4.10 RETIRED FULL-TIME FACULTY RIGHTS FOR FACULTY POST 2003**

The District shall provide:

- 4.10.1 Free parking.
- 4.10.2 Use of the library consistent with faculty member privileges and district procedures.

- 4.10.3 Free admittance at regular district/college events. The district has the sole discretion to identify events that shall not be free on a case-by-case basis.
- 4.10.4 Participation in graduation.
- 4.10.5 Email access for a period not to exceed (2) two years after retirement. This access is subject to District policy and procedures and can be discontinued for inappropriate use.
- 4.10.6 Right to free classes: Retired faculty shall have the right to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class.

#### **4.11 FACULTY RIGHTS TO FREE CLASSES**

Faculty shall have the right on their own time to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class.

#### **4.12 NO RIGHTS WAIVED**

Except as specifically provided in this contract, no right or benefit of a faculty member provided by law is waived by this contract. This provision is not subject to the grievance procedure.

#### **4.13 OUTSIDE EMPLOYMENT**

No contractual arrangement with the District shall prohibit faculty members from accepting outside employment not in conflict with the responsibilities of their District service.



## ARTICLE 5

### AFT 6157 RIGHTS/ NEW FACULTY ORIENTATION

#### **5.1 SMALL BUSINESS EQUIPMENT**

The District shall provide available small business equipment for the use of the AFT 6157 in administering duties as the exclusive bargaining representative in the areas of negotiations and grievance administration at no charge.

#### **5.2 USE OF FACILITIES**

The District shall provide to AFT 6157 officers and office staff the free use of building facilities at reasonable times when such facilities are not otherwise in use. For AFT 6157 meetings other than those dealing with negotiations, grievances and general unit membership, the AFT 6157 shall pay as per the current Community Services Schedule of Costs for the use of such facilities.

#### **5.3 FREE PARKING**

AFT 6157 officers and staff members shall be provided free parking in designated staff parking areas.

#### **5.4 USE OF MAIL BOXES**

The AFT 6157 and its representatives shall have the right to free use of the District inter-office and inter-campus mail distribution service for AFT 6157 communications and shall be provided access to all faculty mailboxes for such use.

#### **5.5 RESTRICTIONS ON USE**

The AFT 6157 will not use facilities, equipment or the District mails for political or campaign activities not related to negotiations and grievance administration.

#### **5.6 RELEASED TIME**

For the purpose of meeting and negotiating and processing grievances (as per Government Code Section 3543.1), faculty members representing the AFT 6157 shall receive periods of released time as follows:

5.6.1 The AFT 6157 may request and the District shall provide released time equivalent to a maximum of 1.5 full-time equivalent (FTE) teaching load each semester.

- In addition, when the agreement is being negotiated, the District shall provide .60 full-time equivalent teaching load released time. The AFT 6157 must request the released time allocation from the District prior to the commencement of negotiations and the allocation shall cease at the end of the term in which the negotiations are concluded.

- All released time provided shall be distributed and granted in complete service increments only. A complete service increment is one course per semester or its equivalent.
- Faculty members who are released for these purposes shall experience no loss of salary, benefits, or credit for recency of experience.

- 5.6.2 In addition to the released time allocated by the District, the District shall provide up to a maximum of 1.0 FTE release time for purchase by the AFT 6157. This released time will be provided upon request, and the AFT 6157 will reimburse the District at Step 4 of the lecture rate on the associate faculty salary schedule plus salary related fringes (Worker's compensation, unemployment insurance, employer's portion of retirement contributions and employer's contribution of social security/Medicare.)
- 5.6.3 Only part-time faculty will be hired to cover courses left unstaffed by faculty receiving released time purchased by the AFT 6157.
- 5.6.4 Released time for an individual will not be provided if the District reasonably determines that the division or department will be instructionally impacted.
- 5.6.5 No later than two (2) weeks before the start of each semester, the AFT 6157 shall inform the District of the names of academic faculty members it has designated to receive released time during the semester and the extent to which each will be released from the faculty members normal duties.

## **5.7 BULLETIN BOARDS**

- 5.7.1 The AFT 6157 shall be provided the use of bulletin board space (measuring approximately 3x5 feet) where faculty are assigned and where they collect their mail. The cost for this space shall be paid for by the District. All postings must contain the date of posting and a signed authorization by the President of the AFT 6157.
- 5.7.2 The AFT 6157 will not post or distribute information which is libelous of the District or its personnel.

## **5.8 NAMES AND ADDRESSES OF FACULTY**

The AFT 6157 will be provided, within thirty (30) days after the start of each academic semester, the name, address and zip code of each faculty member in the bargaining unit. The AFT 6157 shall also be provided with the telephone number of each unit member (unless they object, via a form which the District will provide to each member upon hiring.) The faculty member will be given ten (10) working days to object.

## **5.9 TELEPHONE USAGE**

The AFT 6157 President and designee may use the District telephone located in the AFT 6157 office for related AFT 6157 activities and will pay for any long-distance charges relative to the AFT 6157's

use of the phones.

## **5.10 PAYROLL DEDUCTIONS FOR DUES PAYING AFT 6157 MEMBERS**

5.10.1 The AFT 6157 shall determine the amount of dues and shall communicate any changes to the current amount to the district thirty (30) days prior to implementation.

5.10.2 Subject to the certifications and procedures established in this Article, the District shall deduct dues from the paycheck of all faculty members. Such Union dues shall be paid to the AFT 6157 monthly and transmitted to the AFT 6157 within two (2) working days of payroll.

### **5.10.3 Payroll Lists**

Together with aggregate amount deducted from the payroll and payable to the AFT 6157, the District shall transmit to the AFT 6157 an alphabetical list of the faculty members who have had dues deducted from their salaries along with employee identification number, total compensation and amounts deducted.

### **5.10.4 AFT 6157 Certification and Notification to the District**

#### **A. AFT 6157 Certification**

AFT 6157 hereby certifies that it has and will maintain individual employee authorizations for the deduction of membership dues from their monthly paychecks. The individual authorizations forms shall include, but are not limited to:

- a. The requirements and procedures for revoking the authorization, including that the revocation must be submitted in writing to AFT 6157. Further, if AFT 6157 opts to establish a window period during which authorization may be revoked, this information shall be included on the authorization form.
- b. The terms under which the authorization shall apply upon reemployment, without securing re-authorization, as set forth in subsection 5.10.6.

#### **B. AFT 6157 Notification to District**

AFT 6157 shall provide written notice of all employees who have provided the written authorization described in this Article. Upon such notice, the District shall initiate the payroll deductions for those employees, as provided in Article 10.2.

AFT 6157 shall provide written notice to the District of every employee who submits a written revocation of authorization within fifteen (15) business days of the revocation. After the District is notified, the revocation will be implemented in the next payroll cycle, if notification is received at least 10 business days before the pay date. If notification is received less than 10 business days before payroll, the District will implement revocation in the next payroll cycle. Any resulting reimbursement owed to the employee shall be the

responsibility of AFT 6157.

5.10.5 AFT 6157 Annual Financial Report

AFT 6157 will make available a copy of their annual financial report to the Public Employment Relations Board pursuant government code 3546.5. In addition, AFT 6157 will also make available their annual financial report to any faculty member.

5.10.6 District's Reliance on AFT 6157 Certification

In reliance on AFT 6157's certification regarding the terms of the employee written authorizations that AFT 6157 shall maintain as set forth in subsection 5.10.4.2(A), the District shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to AFT 6157 rather than the District. AFT 6157 shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by AFT 6157 regarding whether deductions for membership dues were properly canceled or changed.

For any employee covered by this CBA who is a dues-paying member of AFT 6157 at the time the employee leaves District employment, or is subjected to a layoff, the employee shall be treated as a continuing member of AFT 6157 for the purpose of making payroll deductions for the payment of dues under either of the following circumstances, unless and until AFT 6157 informs the District in writing that the employee has revoked authorization to make dues deductions:

- a. For any faculty member who returns to a position covered by this CBA within 4 semesters of the member having left District employment; or
- b. Upon recall from layoff status into a position covered by this CBA.

The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

5.10.7 Hold Harmless And Indemnity Provision

The AFT 6157 as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in the Agreement pertaining to any claims made by any employee or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by AFT 6157 regarding the content of its authorization form, and/or the authorization of individual employees for payroll deductions to be made. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

- 5.10.7.1 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the AFT 6157 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 5.11.7 above shall be compromised, resisted, defended, tried or appealed.
- 5.10.7.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the AFT 6157's interests if the District does not have a distinct and separate legal interest in the disputed matter.
- 5.10.7.3 The District shall not be entitled to be reimbursed for any costs for which the AFT 6157 was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

## **5.11 ACCESS TO INFORMATION**

- 5.11.1 The AFT 6157 shall have access to District records necessary for collective bargaining and representational duties. Such records may be inspected by the AFT 6157 during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost, which shall represent a reasonable fee for the reproduction of such records.
- 5.11.2 The Board of Trustees, upon request by the AFT 6157, agrees to furnish to the AFT 6157, within five (5) days, information concerning the financial and professional resources necessary to fulfill its role as exclusive representative.
- 5.11.3 Such information shall include, but not be limited to: annual financial reports and audits, register of academic personnel, tentative budgetary requirements and allocations, agendas and minutes of current Board meetings and all attachments at the time of distribution to the Board, census and membership data, salaries paid, and other information that may be used in negotiations and processing grievances. In addition, the Board, upon request, agrees to provide information the AFT 6157 deems necessary to fulfill its role as exclusive representative.

## **5.12 WORK PRESERVATION**

Except for academic supervisors and Deans who are required to teach as part of their load, classroom instruction and other unit academic duties shall not be assigned to non-unit members without the express advanced written consent of the AFT 6157.

## **5.13 NEW FACULTY ORIENTATION**

### **5.13.1 New Full Time Faculty**

District Orientation for new full time faculty will take place on or near the day before the first Professional Development Day (PD Day) of the fall semester for a maximum of 6 ½ hours. The Union will have up to 3 hours of the orientation meeting. The agenda for the 3 hours shall include a substantive review of the contract and the joint District/Union orientation on Tenure Review specified under 20.7.1 of the contract.

The scheduled time for District orientation during spring semester may be adjusted depending upon the number of new faculty hired mid-year. If an orientation is held in spring semester, it shall occur on or near the day before the first PD Day of the spring semester for a maximum of 6 ½ hours. The Union will have up to 3 hours of the orientation meeting. The agenda for the 3 hours shall include substantive review of the contract and the joint District/Union orientation on Tenure Review specified on 20.7.1 of the contract. The time for AFT 6157 and District orientation shall be adjusted in accordance with anticipated length of the spring orientation.

### **5.13.2 New Associate Faculty**

New associate faculty shall be paid two hours for attending College associate faculty orientation. The AFT 6157 will be provided with the opportunity for AFT 6157 specific orientation for 30 minutes at the end of the College orientation meeting.

An AFT 6157 membership application will be distributed and collected by Academic Support/Services.

## ARTICLE 6

### PERSONNEL FILES

#### 6.1 LOCATION

- 6.1.1 There shall be a personnel file for each full time faculty member, which shall be located in the District Human Resources Office. The official personnel file may consist of more than one folder if necessitated by the bulk of materials. If more than one folder exists, this condition shall be specifically referenced on the most current folder as well as content and location of the other folders in Human Resources.
- 6.1.2 Personnel files for associate faculty members shall be located at the Office of Academic Support located at San Jose City College and at the Office of Academic Services located at Evergreen Valley College.
- 6.1.3 Personnel files at the District Office and at the colleges shall be maintained in a secure location.

#### 6.2 CONTENTS

Reviewable materials shall not include confidential ratings, reports, or records obtained by a District search committee formed in accordance with District policy to review applicants for vacancies.

#### 6.3 INSPECTION RIGHTS

- 6.3.1 Every faculty member shall have the right, at reasonable times, to inspect their employment record retained in the personnel files that may affect the status of the faculty member's academic employment. For the purpose of this article, an "employment record" is any record that:
  - 6.3.1.1 Pertains directly to the employment relationship between faculty members and the District;
  - 6.3.1.2 Is retained in the personnel files of the District.
  - 6.3.1.3 Is accessible by the faculty members name or other means of individual identification such as social security number.
- 6.3.2 Information from the employment records of a faculty member shall not be released without the consent of the faculty member unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection.

- 6.3.3 All written material that may serve as a basis for a faculty member's suspension, dismissal, or reprimand shall be kept in the faculty member's personnel file.

#### **6.4 DEROGATORY OR OFFENDING MATERIAL**

- 6.4.1 Information of a derogatory nature, except material mentioned in Section 6.2 above, shall not be entered or filed in the faculty member's personnel file unless and until the member is given written notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter and have attached to any such derogatory statement, the faculty member's own comments. Such review shall take place during normal business hours, and the faculty member shall be released from duty for this purpose without salary reduction.
- 6.4.2 If a faculty member believes that any employment record or any portion thereof is not accurate, relevant, timely or complete, the member may request correction of the record or deletion of the offending portion, or both. Such a request shall be in writing and shall include a statement of the corrections and deletions that the faculty member believes are necessary and the reasons therefore. The request shall be addressed to the Chancellor or designee.
- 6.4.3 Within ten (10) days of the receipt of a request to remove offending material, the Chancellor or designee shall either agree to, or deny the appeal. If the request is denied, the Chancellor or designee shall state the reasons for the denial in writing. Both the request and the denial shall become a part of the faculty member's personnel file. If the request is approved, the offending material shall be removed from the file.
- 6.4.4 Derogatory material which has been a part of the faculty member's file for a period of five (5) years shall be removed upon request of the faculty member unless a subsequent event of a similar nature has occurred within the five (5) year period.

#### **6.5 POSITIVE MATERIAL**

Evidence of professional achievement or special service to college, District, community or profession may be entered in the personnel file by the faculty member or the District management.

#### **6.6 DUPLICATE FILES**

The provisions of this Article shall not prohibit the District from maintaining materials which are duplicates of personnel file material or non-derogatory material referring to the members at other locations (e.g., with the supervisor); however, the District may not base employment decisions on materials not contained in the faculty member's personnel file.

#### **6.7 ANONYMOUS MATERIAL**

Anonymous material shall not become a part of a faculty member's employment record without the written consent of the faculty member. Material is anonymous if the name of the source of the material is not disclosed to the faculty member.



## **6.8 COPYING FILE MATERIAL**

Faculty members may obtain copies of materials for a reasonable cost of duplication.

## ARTICLE 7

### PROFESSIONAL FEES

#### 7.1 AUTHORIZATION TO PAYROLL

- 7.1.1 Any faculty member may sign and deliver to Administrative Services an assignment authorizing payroll deduction for any authorized deduction identified in Section 7.3. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct the amount authorized from the regular salary check of the faculty member each month for ten months.
- 7.1.2 With respect to all sums deducted by the District pursuant to authorization of the faculty member, the District shall, no later than the tenth (10th) day of each pay period for faculty member, draw its order upon the funds of the District in favor of the organization designated by the faculty member and shall transmit the total amount to that organization no later than the fifteenth (15th) day of each pay period for faculty members. Ed. Code 87833, paragraph 2)

#### 7.2 AUTHORIZED DEDUCTIONS

- 7.2.1 The District will submit dues or fees, upon request of faculty member for payroll deduction to the following:
- 7.2.1.1 A Professional AFT 6157 (Ed. Code 87833, paragraph 1);
  - 7.2.1.2 AFT 6157 of the California Community Colleges. (FACCC);
  - 7.2.1.3 Academic/Faculty Senates;
  - 7.2.1.4 Any special fund administered by the Board or the AFT 6157, or both;
  - 7.2.1.5 Payments or contributions as may be mutually agreed upon by the Board of Trustees and the AFT 6157;
  - 7.2.1.6 Payments to a credit union or bank;
  - 7.2.1.7 Purchase of government savings bonds;
  - 7.2.1.8 Premiums for insurance sponsored by a professional AFT 6157;
  - 7.2.1.9 No deduction shall be permitted during the term of this Agreement for the payment of any dues, fees or contributions to any faculty organization as defined in Government Code 3540.1 other than the AFT 6157.

## ARTICLE 8

### **FULL-TIME FACULTY SALARY, HIRE DATES AND SENIORITY NUMBERS**

#### **8.1 SALARY SCHEDULE - INCREASE**

8.1.1 Salary Schedule Increase – The following on-schedule increases shall be implemented in the year designated.

For the purposes of this Article, “Relevant Property Tax Revenue” refers to the permanent on-going sources of District property tax revenue, which are: Secure HOPTR, Secure Roll, Unitary and Railroad, Supplemental and Unsecured. “Relevant Property Tax Revenue” excludes revenue from one-time sources such as RDA.

8.1.1.1 For the 2020-2021 fiscal year an amount equal to a 5% increase in salary shall be applied to the salary schedules: Appendices C-1, C-2, D-3, D-4, D-6, and D-7 retroactive July 1, 2020.

8.1.1.2 For the 2021-2022 fiscal year an amount equal to a 4% increase in salary shall be applied to the salary schedules: Appendices C-1, C-2, D-3, D-4, D-6, and D-7.

8.1.1.3 For the 2022-2023 fiscal year an amount equal to a 3% increase in salary shall be applied to the salary schedules: Appendices C-1, C-2, D-3, D-4, D-5, D-6, and D-7.

An automatic increase will be applied to the 2022-2023 fiscal year under the following circumstances:

- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of at least 4.5%, but less than 5%, faculty will be given a salary increase for 2022-2023 of .5% over the 3.0%, for a total annual raise of 3.5%.
- If the May 2022 year over year Relevant Property Tax for the District shows an annual increase of at least 5.0% but less than 5.5%, faculty will be given a salary increase for 2022-2023 of 1.0% over the 3.0% for a total annual raise of 4.0%
- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of at least 5.5% but less than 6%, faculty will be given a salary increase for 2022-2023 of 1.5% over the 3.0% for a total annual raise of 4.5%.

- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of 6 % or above, faculty will be given a salary increase for 2022-2023 of 2.0% over the 3.0% for a total annual raise of 5%.

8.1.2 Salary Schedule – Periodic Review

The compensation philosophy as stated by President Fuentes at the November 27, 2012 Board of Trustees meeting is:

*San Jose-Evergreen Community College district's compensation philosophy demonstrates our commitment to fairness and equity. Total compensation must communicate the desire to attract and retain professional at all levels. The goal is to target the median total compensation in relation to the Bay 10 community College districts. The median for positions were (are) examined by periodic reviews as necessary to allow for the assessment of the District's total compensation levels. Total compensation is defined by the combination of salary and benefits.*

The District and AFT 6157 agree that beginning June 1, 2013, the District shall conduct a “periodic” review of faculty total compensation. The District and AFT 6157 further agree on the following parameters for which compensation data shall be collected for full time faculty:

Compensation shall be compared to include but not limited to the following:

A. Classes and Steps

1. The following Classes/Columns:

Masters (II); Masters with 60 units (IV); Highest Non Doctorate (V); Doctorate (VI)

2. The following steps will be compared:

Initial Step, Steps 6, 10, 12, 19 and highest step and highest initial placement to be determined by contract language

B. Medical Benefits

1. Compare Kaiser Employee only including all other paid benefits from the District (Dental, Vision, LTD, Life and EAP)
2. Compare highest offered medical plan: Blue Cross Employee plus 2 or more dependents including all other paid benefits from the District (Dental, Vision, LTD, Life and EAP)

C. District to include the Bay 10

An analysis of the degree to which the faculty total compensation data compares to the median as identified by the parameters for the Bay 10 Community College District shall be prepared. A report shall be compiled for use by both the AFT 6157 and the District. The intent of the data collection is to inform both the District and AFT 6157 in terms of future bargaining. It is not the intent for the data to be used to downgrade/reduce any Class or Step on current salary schedule.

## 8.2 SALARY SCHEDULES<sup>1</sup>

- 8.2.1 The current salary schedules for full-time faculty shall be included as Appendix C-1 and C-2 of this contract.
- 8.2.2 Intersession and summer pro rata salary schedules for full time faculty for the first 40% load for lecture and lab shall be included as Appendix D-3 and D-4. The full time faculty Regular Semester Lecture Overload and Regular Semester Lab Overload schedules shall be included as Appendices D-6 and D-7 respectively.
- 8.2.3 Full Time Faculty Working Less than 100%  
A faculty member with return rights to a permanent contract position, who is employed with a load of 50% or more, but less than a full load of 100% shall receive the pro-rata salary as listed in Appendices C1 or C2.

## 8.3 PLACEMENT OF FACULTY ON SALARY SCHEDULE

Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with 8.4 and 8.5 and sub-sections of this article. Human Resources shall be responsible for the correct placement of each faculty member, in accordance with this contract. Human Resources and the AFT 6157 will review all salary placements of new contract faculty at Contract Administration meetings to confirm salary placement.

## 8.4 INITIAL CLASS PLACEMENT OF DISCIPLINES REQUIRING A MASTERS DEGREE

Class placement at time of employment is based on the following determining factors: A faculty member is placed in Classes II through VI depending upon earned degree(s) and number of academic units over and above degree(s). Occupational/vocational experience does not determine class placement.

Class II – Master’s Degree  
Class III – BA+45 Units w/MA  
Class IV – BA+60 Units w/MA  
Class V – BA+81 Units w/MA  
Class VI – Doctorate

Class II – Master’s degree means the faculty has a minimum of the degree.

Class III – through Class V – BA + appropriate units with an MA degree as indicated above means the faculty member has a BA and a MA degree plus additional coursework over and beyond the BA degree. The +45, +60, and +81 units means the units were taken after the BA degree was awarded. “Taken beyond the BA degree” means graduate level courses from an accredited institution and

<sup>1</sup> Modifications were made to the 2001/02 salary schedule. Steps 1 through 5 of the schedule were eliminated. The faculty salary schedule was renumbered. Faculty at steps 1 through 5 were moved to step 6, and step 6 became step 1 on the renumbered schedule. A new step 17 was added for column IV. This step has the same conditions applied to the old step 22 for columns V and VI. A new step 19 was added for columns V and VI.

foreign units and degrees as recognized by a foreign transcript evaluator are acceptable for placement on the salary schedule. Lower division courses are not acceptable for initial salary placement on the salary schedule. Upper division courses may be acceptable for salary placement if the units are approved by the college or university when awarded as part of the MA degree.

8.4.1 Degrees and units for initial placement must be earned at a college or university (accredited by either the U.S. Department of Education or the Council on Postsecondary Accreditation. It shall not mean an institution “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education.) Course work accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.

8.4.2 Academic graduate level units beyond a B.A. must be granted by a fully accredited college or university.

8.4.3 Verification of Degrees, Units, and Experience

Degrees and academic units must be verified by official transcripts sent directly to Human Resources by the granting institution. Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to Human Resources no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.

8.4.4 Computation of Units

In placing faculty on the salary schedule, all college or university units shall be computed on the basis of the equivalent of a semester.

**8.5 INITIAL CLASS PLACEMENT OF DISCIPLINES NOT REQUIRING A MASTERS DEGREE**

Class placement at time of employment is based on the following determining factors. A faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s). Occupational/vocational experience is an element in determining placement.

Class II-AA+6 years work experience  
Class III-AA+40 Units\* or Bachelor’s Degree  
Class IV-AA+80 Units\* or BA+20 Units  
Class V-Master’s Degree  
Class VI-Doctorate

\*Semester Units in Assigned Field

**8.6 ORIGINAL STEP PLACEMENT**

Minimum Step Placement-A newly appointed faculty member without previous educational service experience and/ or verified occupational/vocational experience shall be placed on Step 1.

Maximum Step Placement- A newly appointed faculty member who presents evidence of appropriate previous experience within the 60-day limit as defined in 8.4.3, shall be placed no higher than Step 6.

Faculty members shall be placed on the salary schedule step based on years of educational service and verified occupational/vocational experience.

In accordance with initial class placement as defined by Article 8.4 and Article 8.5, faculty within the District who were previously employed by the District as Grant Funded Non-Tenured Categorical Faculty and were hired without a break in service into a full-time tenure-track position shall maintain their current step placement.

If the faculty member's current step placement is not available in the Class in which they are now placed, the new step shall be closest to their current step.

8.6.1 Educational Service Placement for Positions Requiring a Master's Degree

For instructional and non-instructional experience in an accredited secondary school or college/university, faculty shall be placed on the salary schedule as follows:

- Step 1 0-3 years previous educational service
- Step 2 4 years previous educational service
- Step 3 5 years previous educational service
- Step 4 6 or more years previous educational service
- Step 5 7 years previous educational service
- Step 6 8 or more years previous educational service

8.6.1.1 Categorical Temporary Faculty Placement

Categorical temporary faculty hired into a tenure-track position, after serving under a year-to-year contract with no break in service, shall be entitled to an exemption of the highest initial step placement on step 6.

The member's categorical service, as a faculty member, shall be recognized in determining initial placement. Placement cannot exceed the salary schedule's provisions.

8.6.2 Full-time Education Service Experience

For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified experience as teacher, counselor, librarian, nurse or other faculty position experience not to exceed the equivalent of Step 6. A year experience is obtained by paid full-time educational service in an accredited secondary school, college or university. One (1) year of full-time educational experience shall be defined as service rendered of no less than 75% of time and load during each semester of a previous qualifying school year. Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience. Teaching experience must be as "the teacher of record".

8.6.3 Credit For Previous Academic Adjunct Educational Service

Credit for adjunct paid educational service shall be granted pro-rata based on the total teaching load taught by an instructor in the faculty member's previous employment at an accredited secondary school, college or university. Faculty may not be credited with more than one (1) year experience for service within any one (1) academic year. The total credit allotted for previous academic adjunct experience will be rounded off to the nearest whole number.

8.6.4 Verified Occupational/Vocational Experience for Positions not Requiring a Master's Degree

For verified occupational/vocational experience that is directly related to the member's position, faculty shall be placed on the salary schedule as follows:

- Step 1 0-4 full time years of occupational/vocational experience
- Step 2 5-6 full time years of occupational/vocational experience
- Step 3 7-8 full time years of occupational/vocational experience
- Step 4 9 full time years of occupational/vocational experience
- Step 5 10 full time years of occupational/vocational experience
- Step 6 11 or more full time years of occupational/vocational experience

8.6.5 Combination of Credit for Prior Educational Service and Verified Occupational/Vocational Experience

For placement, service can include a combination of educational service and directly related vocational/occupational experience not to exceed placement on Step 6. Faculty shall be placed on the salary schedule as follows:

- Step 1 Any combination of educational service and occupational/vocational experience equal 0-3 years
- Step 2 Any combination of educational service and occupational/vocational experience equal to 4 years
- Step 3 Any combination of educational service and occupational/vocational experience equal to 5 years
- Step 4 Any combination of educational service and occupational/vocational experience equal to 6 years
- Step 5 Any combination of educational and occupational/vocational experience equal to 7 years
- Step 6 Any combination of educational and occupational/vocational experience equal to 8 years or more

**8.7 CREDIT FOR DOCTORAL DEGREE**

Full-time instructors possessing an earned doctoral degree from an accredited institution (see article 8.4.1) shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the applicant shall provide an evaluation of equivalency and the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the U.S. Department of Education or the Council on Postsecondary Accreditation shall not qualify for this



placement.

## **8.8 MILITARY, PEACE CORPS AND VISTA**

Military, Peace Corps, and VISTA, or equivalent government service may be credited in lieu of educational service experience in the Faculty Service Area (FSA) applied for, provided the individual meets minimum qualifications for hiring or had completed the requirements for minimum qualifications in the FSA applied for, prior to the time of entering such service.

## **8.9 ADVANCEMENT OF ALL FULL-TIME FACULTY ON SALARY SCHEDULE**

8.9.1 Advancement on the salary schedule is based on years of service (see 8.9.2) and on continuing educational development (see 8.9.3).

### **8.9.2 Advancement by Step**

8.9.2.1 Advancement by step, down the salary schedule, is based on years of service. Faculty members employed on the regular salary schedule shall advance one (1) step for each year of service until the maximum in the class is attained.

8.9.2.2 Faculty members hired mid-academic year (spring semester) shall advance one (1) step on the following January 1<sup>st</sup> until their maximum step is reached.

8.9.2.3 Advancement shall not occur when the actual service rendered was less than 75% in time and load FTEF as an average for the entire academic year. Therefore faculty who work a total of 75% or more over the past academic year shall advance to the following step in the next year.

8.9.2.4 Faculty members classified as academic adjunct "Peralta Decision" employees shall advance one (1) step for each year of full-time service equivalency, 75% until the maximum step in the class is attained.

### **8.9.3 Movement Across Salary Classes**

8.9.3.1 Movement across the salary classes is based on continuing educational development of the faculty member including education obtained while on sabbatical. It shall be the responsibility of each faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to Human Resources from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe. For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.

- 8.9.3.2 All required verifying evidence of completion for the movement across the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.
- 8.9.3.3 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non-academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The Dean may present comments to the faculty member or forward comments to an administrator on the PRC.
- 8.9.3.4 For graduate units, service learning and learning communities, the faculty members will provide to their dean a copy of the materials to be submitted to Human Resources/PRC.
- 8.9.4 Graduate Course Credits  
Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.
- 8.9.5 Undergraduate Course Credit  
Undergraduate course work (lower division and upper division courses) taken after initial employment as a temporary, contract or tenured faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area.
- The faculty member shall obtain approval for undergraduate courses from the Professional Recognition Committee (PRC).
- 8.9.6 Credit for Non-Academic Experience  
Full-time faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 8.9.3.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in

Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

#### 8.9.7 Credit for Learning Communities and Service Learning

8.9.7.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes (For step increases using Professional Recognition See Article 10.3.8).

8.9.7.2 In order to qualify for credits for movement across the salary schedule, faculty must complete one or more of the following:

1. Learning Communities: To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.
  - For each unit (1 unit) of linked classroom time (not the faculty member's own class) a faculty member shall receive 1 semester unit credit.
  - A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.
2. Service Learning: To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally, faculty members shall develop and implement service-learning projects for students by working directly with the Service-Learning Coordinator(s) and/or directly contacting community organizations.
  - For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
  - A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.

#### 8.10 HIRE DATES

8.10.1 For tenure-track contract faculty hired at the beginning of a semester, the date of hire for seniority purposes shall be the first PD Day or the first day of the semester whichever comes first. For tenure-track contract faculty hired off-cycle (i.e. not at the start of a semester) the date of hire shall be the first date the faculty member rendered paid service.

8.10.2 If the new tenure-track contract faculty member was formerly an associate faculty member, they shall receive a new date of hire in accordance with section 8.10.1 above.

8.10.3 If the new tenure-track contract faculty member was a temporary faculty member in the previous academic year (immediately prior to becoming a tenure-track contract faculty member) for at least 75 percent of the academic year the date of hire shall be the first PD

Day or the first day of the semester of the previous academic year whichever came first.

8.10.4 Education Code section 87470 permits the governing board of a community college district to employ academic employees, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration. This service shall be included towards classification as a tenured or tenure-track contract faculty in accordance with 8.10.4.3 if both 8.10.4.1 and 8.10.4.2 occur:

8.10.4.1 The person has served as a faculty member pursuant to this section for at least 75 percent of the academic year.

8.10.4.2 The person is subsequently employed as a tenured or tenure-track contract faculty in a faculty position.

8.10.4.3 Where a faculty member qualifies under both 8.10.4.1 and 8.10.4.2 above, and has worked at least 75 percent of the academic year for one or more previous academic year(s), the date of hire as a tenured or tenure-track contract faculty shall be the date of hire of the first academic year where the faculty member worked at least 75 percent of the academic year. This adjustment in hire date shall only apply to consecutive academic years of qualifying service immediately prior to employment as a tenured or tenure-track contract faculty of the District. Any year where the faculty member worked less than 75 percent of the academic year and any year prior to that year does not qualify towards seniority.

## **8.11 SENIORITY NUMBERS**

8.11.1 Faculty members will receive a seniority number upon date of hire. If there are multiple hires on the same start date, faculty members shall receive their seniority number by lot through a single drawing within 30 days of the date service was first rendered by the faculty member.

8.11.2 If a new tenure-track contract faculty member was hired under article 8.10.3 or 8.10.4 (in accordance with Education Code section 87470), faculty member will be added to the bottom of the seniority list for that particular date of hire. If there is more than one faculty member meeting this criteria, each will receive his or her seniority number through a single drawing within 30 days of the date tenure-track contract service was first rendered.

ARTICLE 9

ASSOCIATE FACULTY AND SUBSTITUTES

**9.1 SALARY SCHEDULE INCREASE**

9.1.1 Salary Schedule Increase

For the purposes of this Article, “Relevant Property Tax Revenue” refers to the permanent, on-going sources of District property tax revenue, which are: Secure HOPTR, Secure Roll, Unitary and Railroad, Supplemental and Unsecured. “Relevant Property Tax Revenue” excludes revenue from one-time sources such as RDA.

9.1.1.1 For the 2020-2021 fiscal year: an amount equal to a 5% in salary shall be applied to the associate faculty lecture and associate faculty lab salary schedules. Appendices D-1, and D-2, retroactive to July 1, 2020.

9.1.1.2 For the 2021-2022 fiscal year: an amount equal to a 4% in salary shall be applied to the associate faculty lecture and associate faculty lab schedules, Appendices D-1, and D-2.

9.1.1.3 For the 2022-2023 fiscal year: an amount equal to a 3% in salary shall be applied to the associate faculty lecture and associate faculty lab salary schedules, Appendices D-1, and D-2.

An automatic increase will be applied to the 2022-2023 fiscal year under the following circumstances:

- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of at least 4.5%, but less than 5%, faculty will be given a salary increase for 2022-2023 of .5% over the 3.0%, for a total annual raise of 3.5%.
- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of at least 5.0% but less than 5.5%, faculty will be given a salary increase for 2022-2023 of 1.0% over the 3.0% for a total annual raise of 4.0%
- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of at least 5.5% but less than 6%, faculty will be given a salary increase for 2022-2023 of 1.5% over the 3.0% for a total annual raise of 4.5%.
- If the May 2022 year over year Relevant Property Tax Revenue for the District shows an annual increase of 6 % or above, faculty will be given a salary increase for 2022-2023 of 2.0% over the 3.0% for a total annual raise of 5%.

9.1.2 All associate faculty on Step 9 as of June 30, 2017, shall move to Step 10. Step 10 pay shall be effective on the first pay period of Fall 2017.

9.1.3 Salary Schedule – Periodic Review

The compensation philosophy as stated by President Fuentes at the November 27, 2012 Board of Trustees meeting is:

*San Jose-Evergreen Community College district's compensation philosophy demonstrates our commitment to fairness and equity. Total compensation must communicate the desire to attract and retain professional at all levels. The goal is to target the median total compensation in relation to the Bay 10 community College districts. The median for positions were (are) examined by periodic reviews as necessary to allow for the assessment of the District's total compensation levels. Total compensation is defined by the combination of salary and benefits.*

The District and AFT 6157 agree that beginning June 1, 2013, the District shall conduct a "periodic" review of faculty total compensation. The District and AFT 6157 further agree on the following parameters for which compensation data shall be collected for associate faculty:

Compensation shall be compared to include but not limited to the following:

A. Classes and Steps

1. The following Classes/Columns:  
Masters (II); Masters with 60 units (IV); Highest Non Doctorate (V); Doctorate (VI)
2. The following steps will be compared:  
Initial Step, Steps 3, 6, 8 and highest step and highest initial placement to be determined by contract language.

B. District to include the Bay 10

An analysis of the degree to which the faculty total compensation data compares to the median as identified by the parameters for the Bay 10 Community College District shall be prepared. A report shall be compiled for use by both the AFT 6157 and the District. The intent of the data collection is to inform both the District and AFT 6157 in terms of future bargaining. It is not the intent for the data to be used to downgrade/reduce any Class or Step on the current salary schedule.

## 9.2 SALARY SCHEDULE

9.2.1 The associate faculty lecture salary schedule for lecture associate faculty and long-term substitute faculty shall be increased by \$500,000, resulting in 70.72% for 2021-2022, and an additional \$500,000, resulting in 73% for 2022-2023 of the full-time faculty designated salary, pro-rated in accordance with their unit assignment. This compensation formula shall be included as Appendix D-1 of this contract which is the pro rata salary schedule of the full time salary schedule for associate faculty.

9.2.2 The associate faculty lab salary schedule for lab associate faculty and long-term substitute faculty shall be 79 percent of the full-time faculty designated salary, pro-rated in

accordance with their unit assignment. This compensation formula shall be included as Appendix D-2 of this contract which is the pro rata salary schedule based on 79 percent of the full time salary schedule for associate faculty.

9.2.3 For Other Contract pay: Non Instructional, Directed Study, Work Experience: see Appendix D-5.

9.2.4 Associate Faculty who exceed the 67% Rule

Associate faculty who exceed a load of 67% in a single semester shall be placed on the salary schedule in appendices C1 or C2 and paid based on load.

### **9.3 PLACEMENT OF ASSOCIATE FACULTY ON SALARY SCHEDULE**

Associate Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with sections 9.4 and 9.5. The District shall be responsible for the correct placement of each associate faculty member, in accordance with this contract, and shall forward a copy of the placement and how it was derived to the AFT 6157 upon written request of the AFT 6157.

Faculty within the District who were categorical non-tenured faculty and were hired without a break in service into an associate faculty position shall maintain their current CLASS placement.

### **9.4 INITIAL CLASS PLACEMENT OF ASSOCIATE FACULTY IN DISCIPLINES REQUIRING A MASTERS DEGREE-Effective Fall 2007**

Class placement at time of employment is based on the following determining factors. An associate faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s).

Class II – Master’s Degree  
Class III – BA+45 Units w/MA  
Class IV – BA+60 Units w/MA  
Class V – BA+81 Units w/MA  
Class VI – Doctorate

Class II – Master’s degree means the faculty has a minimum of the degree.

Class III – through Class V – BA + appropriate units with a MA degree as indicated above means the faculty member has a BA and an MA degree plus additional coursework over and beyond the BA degree. The +45, +60, and +81 units means the units were taken after the BA degree was awarded. “Taken beyond the BA degree” means graduate level courses from an accredited institution and foreign units and degrees as recognized by a foreign transcript evaluator are acceptable for placement on the salary schedule. Lower division courses are not acceptable for initial salary placement on the salary schedule. Upper division courses may be acceptable for salary placement if the units are approved by the college or university when awarded as part of the MA degree.

- 9.4.1 Degrees and units for initial placement must be earned at a college or university (accredited by either the U.S. Department of Education or the Council on Postsecondary Accreditation. It shall not mean an institution “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education). Course work accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.
- 9.4.2 Academic graduate level units beyond a B.A. must be granted by a fully accredited college or university.
- 9.4.3 Verification of Degrees, Units, and Experience  
Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to the District no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.
- 9.4.4 Computation of Units  
In placing associate faculty on the salary schedule, all college or university units shall be computed on the basis of the equivalent of a semester.

## **9.5 INITIAL CLASS PLACEMENT OF ASSOCIATE FACULTY IN DISCIPLINES NOT REQUIRING A MASTERS DEGREE – Effective Fall 2007**

Class placement at time of employment is based on the following determining factors. An associate faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s). Occupational/vocational experience is an element in determining placement. Below are the minimum qualifications.

Class II-AA+6 years work experience  
Class III-AA+40 Units\* or Bachelor’s Degree  
Class IV-AA+80 Units\* or BA+20 Units  
Class V-Master’s Degree  
Class VI-Doctorate

\*Semester Units in Assigned Field

## **9.6 SALARY STEP PLACEMENT**

Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to the Office of Academic Support located at San Jose City College, or to the Office of Academic Services located at Evergreen Valley College no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic teaching or work experience verifications received subsequent to the sixty (60) day limit.

Faculty members employed for part-time service shall be placed on the associate faculty salary



schedule step for which their years of educational service and occupational vocational experience qualify them.

9.6.1 Educational Service Placement for Positions Requiring a Master's Degree

For instructional and non-instructional experience in an accredited secondary school or college/university, faculty shall be placed on the salary schedule as follows:

- Step 1 0-3 years previous educational service
- Step 2 4 years previous educational service
- Step 3 5 or more years previous educational service
- Step 4 6 or more years previous educational service
- Step 5 7 years previous educational service
- Step 6 8 or more years of previous educational service

9.6.2 Verified Occupational/Vocational Experience for Positions not Requiring a Master's Degree

For verified occupational/vocational experience that is directly related to the member's position, faculty shall be placed on the salary schedule as follows:

- Step 1 0-4 full time years of occupational/vocational experience
- Step 2 5-6 full time years of occupational/vocational experience
- Step 3 7-8 full time years of occupational/vocational experience
- Step 4 9 or more full time years of occupational/vocational experience
- Step 5 10 full time years of occupational/vocational experience
- Step 6 11 or more full time years of occupational/vocational experience

9.6.3 Credit for Prior Educational Service and Verified Occupational/Vocational Experience

For placement, service can include a combination of educational service and verified directly related vocational/occupational experience not to exceed placement on Step 6. Associate faculty shall be placed on the salary schedule as follows:

- Step 1 Any combination of educational service and occupational/vocational experience equal 0-3 years
- Step 2 Any combination of educational service and occupational/vocational experience equal to 4 years
- Step 3 Any combination of educational service and occupational/vocational experience equal to 5 years
- Step 4 Any combination of educational service and occupational/vocational experience equal to 6 years or more
- Step 5 Any combination of educational and occupational/vocational experience equal to 7 years
- Step 6 Any combination of education service and occupational/vocational experience equal to 8 years or more

**9.7 ADVANCEMENT BY STEP**

Faculty members employed on the associate salary schedule shall advance one (1) step after

completing the equivalent of 33% of an annual load for one academic year until the maximum step is attained. Faculty members hired mid-academic year (spring semester) shall advance one (1) step after completing the equivalent of 33% of an annual load for one academic year on the following January 1<sup>st</sup> until their maximum step is reached.

## **9.8 ADVANCEMENT OF ALL ASSOCIATE FACULTY ON SALARY SCHEDULE**

Effective Fall 2007 adjunct faculty were placed on the full time salary schedule at a pro rata amount which meant they were able to advance on the salary schedule. The effective date means that undergraduate (lower and upper division), graduate courses, credit for non-academic experience as delineated in Article 9.8, learning communities, and service learning must have occurred after employment with the District and after Fall 2007.

### **9.8.1 Movement Across Salary Classes**

9.8.1.1 Movement across the salary classes is based on continuing educational development of the faculty member. It shall be the responsibility of each associate faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to the District from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe. For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.

9.8.1.2 All required verifying evidence of completion for the movement across the salary schedule must be submitted to the District. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

9.8.1.3 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The Dean may present comments to the faculty member or forward comments to the administrator on the PRC.

9.8.1.4 For graduate units, service learning and learning communities, the faculty member will provide to their dean a copy of the materials to be submitted to Human

Resources/PRC.

9.8.2 Graduate Course Credits

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the American Council on Education.

9.8.3 Undergraduate Course Credit

Undergraduate coursework (lower division and upper division courses) taken after initial employment as an associate faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional associate faculty member's skills and/or ability in the teaching or service area. The faculty member shall obtain approval for undergraduate courses from the Professional Recognition Committee (PRC).

9.8.4 Credit for Non-Academic Experience

Associate faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 9.8.1.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

9.8.5 Credit for Learning Communities and Service Learning

9.8.5.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes.

9.8.5.2 In order to qualify for credits for movement across the salary schedule, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit (1 unit) of linked classroom time (not the faculty member's own class) a faculty member shall receive 1 semester unit credit.

- A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.
2. Service Learning
- To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally, faculty members shall develop and implement service-learning projects for students by working directly with the Service-Learning Coordinator(s) and/or directly contacting community organizations.
- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
  - A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.

## **9.9 CREDIT FOR DOCTORAL DEGREE**

Associate faculty possessing an earned doctoral degree from an accredited (see Article 9.4.1) shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the applicant shall provide an evaluation of equivalency and the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the American Council on Education shall not qualify for this placement.

## **9.10 ASSOCIATE FACULTY PARITY/EQUITY**

### **9.10.1 Parity Definition**

The District and the AFT 6157 are committed to a 100% parity definition for associate faculty, and to work towards increasing the percentage of pro-rata pay to 100% on the salary schedule for associate faculty.

- 9.10.2 The parity percentage shall be adjusted in accordance with any negotiated changes to the associate faculty contract load consistent with the goal of achieving 100% parity. Once the District reaches 85% parity, associate faculty assignments shall include, as ancillary duties, a pro-rated amount of professional duties and office hours. Proration shall factor in both the then-current percentage toward parity and the member's assignment as compared to a full-time load. By way of example, when the District has achieved 90% parity, an associate faculty member with a 67% assignment will be responsible to perform  $90\% \times .67$  of the full-time expectation for office hours and professional duties. It is understood that these assignments are ancillary and do not count toward an associate faculty member's 67% load.

The District will move associate faculty parity pay from the current 68.38% to 70.72% effective July 1, 2021, and 73% by July 1, 2022.

## 9.11 REDUCTION IN SALARY

When a reduction in salary would result from a revision to the salary schedules, the faculty member's salary shall be maintained at the faculty member's current level of compensation until the next applicable advancement on the salary schedule.

## 9.12 ASSIGNMENT LENGTH AND MAXIMUM LOADING

Associate faculty members shall be responsible and accountable for all District assigned service during the college semester for which they are employed. Assignments are limited to a maximum of 67% of a full load.

9.12.1 Associate faculty, who have attained stage-2 seniority rehire preference status ("SRP-2") as described in section 9.17, based on seniority, shall be assigned a load in the range of 60-67%, not anything less than that range, so long as units are available, and unless the associate faculty member declines some or all of the load assignment. Faculty who have attained stage-1 seniority rehire preference status ("SRP-1") as described in section 9.17, based on seniority, shall be assigned a load in the range of 40-67%, not anything less than that range, so long as units are available, and unless the associate faculty member declines some or all of the load assignment.

9.12.2 In accordance with Ed Code § 87482.5, ancillary activities shall not be used for purposes of computing the 67% load limitation for associate faculty. Ancillary duties include but are not limited to:

- Service as a substitute on a day-to-day basis;
- Service in professional ancillary activities including: governance, staff development, grant writing, union work, advising student organizations, board grading, hourly department work such as curriculum development, program review, and SLO work.
- Ancillary activities will be paid at non-instructional rate.

## 9.13 PAY FOR PARTICIPATION IN PROFESSIONAL DEVELOPMENT DAYS AND ADDITIONAL ASSIGNMENTS

### 9.13.1 Professional Development Days:

**Two Fall and January Professional Development Days:** Associate faculty shall be paid for activities which they participate, not to exceed four (4) hours per PD day. Associate faculty are eligible to receive two (2) additional hours of pay by participating in college designated activities on each of these three (3) professional development days up to a maximum of six (6) hours per each PD day.

**The March/April Professional Development Day:** Associate faculty shall be paid for activities in which they participate, not to exceed four (4) hours per PD day. No associate faculty member will be paid for both regularly scheduled service and a PD day activity which occur during the same hour.

- 9.13.2 Until the District achieves 85% parity, associate faculty shall be paid on the non-instructional salary schedule for participation in ancillary duties. Ancillary duties include campus and department professional work such as committees, division/department meetings, department service such as SLO coordination, program review writing, and advising student organizations. These assignments must be offered and accepted using written communication prior to commencement of the ancillary activities, and may use a form such as the Non-Instructional Assignment Agreement. It is understood that ancillary duty assignments shall not count toward an associate faculty member's 67%load.

Additional assignments described in this section are not subject to SRP contract provisions.

#### **9.14 OFFICE HOURS**

Associate faculty duties and responsibilities will include office hours. Associate faculty members will be responsible for keeping office hours for each class taught. Office hours shall be based on the standard of one half (.5) hour for each 20% load course. Work experience does not determine appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular faculty, shared faculty offices.

#### **9.15 DISBURSEMENT OF SALARY CHECKS TO ASSOCIATE FACULTY AND REIMBURSEMENT REQUIREMENT IN CASE OF SALARY OVERPAYMENT**

- 9.15.1 Salary checks shall be disbursed to associate faculty members on the tenth (10th) of each month in equal payments, as applicable, in September, October, November, December and January for the fall semester, and February, March, April, May and June for the spring semester. Faculty hired at other times during the semester shall be paid on the tenth (10th) of each month following commencement of services.
- 9.15.2 The District shall determine pay based on scheduled assignments as of August 11 and January 11. Class cancellations in September and February may lead to salary overpayments on September and February paychecks for cancelled classes. To remedy any overpayments, the District shall rely on the following methods of recovery:
- a. Deduct the overpayment amount, divided equally, from the remaining salary checks within the semester. This method of repayment is available to any associate faculty member who continues on the District payroll for the semester in which the class(es) were canceled. To initiate a wage deduction, the associate faculty member must voluntarily provide written authorization by signing the Offer of Academic Employment and Contract,
  - b. Directly repay the District the overpayment amount. This method of repayment is required for associate faculty members who do not remain on the District's payroll after the cancellation of their class(es). The associate faculty member shall receive a

notice (first class mail) of a salary overpayment and shall reimburse the District the full amount of the overpayment within 30 calendar days.

- Any associate faculty member who fails to reimburse the District the full amount of any salary overpayment shall be ineligible for future employment by the District until the associate faculty member reimburses the District the full overpayment amount. This provision does not limit the District's right to seek recovery through any method chosen by the District of any salary overpayment amount not fully reimbursed by the associate faculty member.
- To be eligible for seniority rehire preference, the associate faculty member must have met all requirements for salary overpayment reimbursement in accordance with section 9.16.2.

9.15.3 Withdrawal of SRP

SRP is withdrawn if the associate faculty member fails to reimburse the District the full amount of any salary overpayment in accordance with the requirements of section 9.15.2.

**9.16 RETIREMENT SYSTEMS/SOCIAL SECURITY TAXES/TAX SHELTERED PROGRAMS**

Each new associate faculty member will be provided information about all retirement options and required to make a choice in writing within (30) thirty days.

9.16.1 Public Retirement System

Associate faculty who do not belong to a public retirement system have the option of enrolling in the State Teachers Retirement System (STRS) defined benefit plan or the STRS cash balance plan. Enrollment in the STRS cash balance will result in a reduction of four percent (4%) of the associate faculty member's wages being deposited in the cash balance account at STRS. An equal amount will be contributed by the District.

9.16.2 Social Security & STRS Calculation

Associate faculty employed before January 23, 1998, who choose not to participate in either STRS plan, shall have their wages subject to Social Security, to which the District and faculty shall contribute equally on the first day of the month.

By mutual agreement between the District and AFT, the option for any associate faculty to elect Social Security and opt out of STRS shall be investigated. If the District finds that it is legal to offer Social Security to adjuncts who choose to opt out of STRS and if the Board of Trustees approves this offering, it will be implemented.

9.16.3 District Employed STRS/PERS Retirees

1. All associate faculty who have previously retired from a STRS/PERS employer and who do not contribute to STRS/PERS and teach as associate faculty in the District shall participate in an APPLE (Accumulation Program for Part-time and Limited-

service Employees) Plan. The plan is qualified under Internal Revenue Code 3121 Section 401(a) or 457(b).

2. Effective the month following ratification, the District shall contribute to an APPLE retirement fund 3.75% each pay period being deposited into the APPLE account.
3. All APPLE participants shall have deducted 3.75% each pay period to be deposited into the APPLE account as a match to the District's contribution.
4. Participants are 100% vested beginning with first contribution.
5. The APPLE plan permits withdrawals under the following events:
  - a. Change in Employment Status (STRS eligibility)
  - b. Termination of Employment
  - c. Retirement
  - d. Permanent Disability
  - e. Death
  - f. Age 70½

9.16.4 Tax Sheltered Programs

- 9.16.4.1 Faculty members may participate in a 403 (b) program of their choice, providing the company will sign the District's Hold Harmless Agreement.
- 9.16.4.2 Faculty members may participate in a 457 plan.

9.16.5 Creditable Service

For the purpose of providing creditable service reporting to the State Teachers Retirement System (STRS) as defined in Education Code Section 22138.5, the following establishes the District service standards for a year of service credit:

- 9.16.5.1 1,050 hours per year for non-instructional faculty including but not limited to counselors, librarians and health center nurses
- 9.16.5.2 525 hours per school year for all lecture instructors
- 9.16.5.3 700 hours per school year for all lab instructors

9.16.6 Sick Leave Conversion For Retirement and Transfer:

Upon retirement or transfer, sick leave for associate faculty on the STRS/PERS defined benefits retirement plan shall be converted to days based on the following formula:  
Total Number of accumulated sick leave hours divided by 3.

This section shall become effective July 1, 2010.



## 9.17 SENIORITY REHIRE PREFERENCE (SRP)

### 9.17.1 SRP Status

SRP status provides a qualified associate faculty member with seniority rehire preference rights over other less senior associate faculty for a single discipline. A discipline may not necessarily be contained within a single department. Discipline is defined by the *Minimum Qualifications for Faculty and Administrators in California Community Colleges*. Nothing in this language prohibits a faculty member from additional assignments outside the single discipline as long as the faculty member meets the Minimum Qualifications and is qualified as outlined in 9.17.2.

For the sole purpose of assigning load, associate faculty with SRP shall be divided into two (2) subcategories: SRP-1 and SRP-2. The definition of these subcategories is as follows:

- a) SRP-1: As set forth in section 9.17.3: Any associate faculty member who has taught a minimum 33% load per semester within the discipline in which SRP is conferred (not including summer session or intersession) for three (3) consecutive semesters with positive performance evaluations.
- b) SRP-2: As set forth in section 9.17.3: Any associate faculty with four (4) or more semesters of SRP-1 status, and at least two consecutive satisfactory evaluations within the discipline in which SRP is conferred.

9.17.2 For the purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the “Faculty Service Area” (FSA), (2) having adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The deans shall retain the “right of assignment” and will determine what courses will be offered to best meet the needs of the students and the division/department. Associate faculty members shall be assigned classes by seniority. A seniority list shall be established for all associate faculty based on their first associate faculty employment in the District. Any service preceding a break in service of six (6) years or more consecutive semesters shall not count towards seniority. Therefore a seniority date will be changed to the most recent hire date if the associate faculty member has not been employed by the District for six (6) or more consecutive semesters. In cases of equal seniority between two or more associate faculty members, ties shall be determined by lot.

### 9.17.3 Attaining SRP: Associate Faculty

#### 9.17.3.1 Stage 1 SRP

- a. To be eligible for stage-1 SRP (SRP-1) seniority rehire preference, the associate faculty member shall teach a minimum 33% load per semester within the discipline in which SRP is conferred (not including summer session or intersession) for three (3) consecutive semesters with positive performance evaluations. If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.

- b. To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to 33% or more load and positive performance evaluations as described above in Section 9.18.3.1. The 33% (175 hours or more) is based on a full semester calculation.
- c. An exception to the three (3) consecutive semester rule shall apply when an associate faculty member has worked at least 33% for two consecutive semesters with positive evaluations, is offered and accepts at least 33% for a third consecutive semester, but actually works 10% or more but less than 33% due to any of the following:
  - The associate faculty member's class is cancelled
  - The associate faculty member accepts an assignment for the District at either campus that is not a regular associate faculty assignment.
  - A part of the assignment is withdrawn because it is needed to fill the load of a full-time faculty member (to 100%).
- d. The associate faculty with a 10% or greater load shall be evaluated for attaining SRP based on the remaining load.
- e. For associate faculty who teach classes that are offered only once a year, SRP may be earned by meeting the standards contained in section 9.18.1 and by teaching a 33% load over three consecutive academic years with positive evaluations.

#### 9.17.3.2 Stage 2 SRP

Associate faculty with four (4) or more semesters of SRP-1 status, and at least two consecutive satisfactory evaluations within the discipline in which SRP is conferred shall be placed into SRP-2 status and be notified by the Office of Academic Support (SJCC) or the Office of Academic Services (EVC).

#### 9.17.4 Attaining SRP: Full-Time Categorical Non Tenured Faculty and Temporary Full-Time Faculty

In the event that full time categorical non tenured faculty members and temporary full time faculty are subsequently hired without a break in service, as an associate faculty their teaching/non instructional experience shall be applied to attaining SRP.

9.17.4.1 If they have three (3) consecutive semesters and positive evaluations (Article 9.18.3.1) they will have SRP-1. If they have served the additional semesters required for SRP-2 status, they will have SRP-2 status.

9.17.4.2 With less than 3 consecutive semesters, they will be in the process of attaining SRP-1 status with the number of semesters they have already completed.

#### 9.17.5 Evaluation of Associate Faculty with SRP-2

This section applies to associate faculty members who have already achieved SRP-2 status.

9.17.5.1 Once SRP-2 status has been granted, ongoing evaluations of performance shall occur once every six (6) semesters or more often if warranted. The summary evaluation for associate faculty evaluations shall be determined by mutual agreement between the peer and the administrator.

#### 9.17.5.2 **Loss of SRP Status**

SRP is withdrawn for any of the reasons enumerated below. Associate faculty whose SRP status is withdrawn are returned to the adjunct pool, unless they are terminated. If returned to the adjunct pool, they may re-acquire SRP status by meeting the service and performance criteria.

a. Load below 33%

SRP status is withdrawn if the associate faculty member drops below 33% load in any semester except for the following reason:

- Leaves that are comparable to those defined in the Family Medical Leave Act (FMLA), such as for the birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.
- An associate faculty member's class is canceled.
- An associate faculty member accepts an assignment for the District at either campus that is not a regular associate faculty assignment.
- The assignment is withdrawn because it is needed to fill the load of a full time faculty member (to 100%).
- Load was offered outside the faculty member's schedule request and was refused on the basis that the offered hours conflict with work that the associate faculty member has accepted from another employer. Refusal on this basis will not result in loss of SRP, unless work is refused more than twice within four (4) semesters. Associate faculty lose SRP if they turn down offered work, resulting in less than a 33% load, more than two (2) times in four (4) semesters. Associate faculty who turn down work because it conflicts with employment that the associate faculty member has already accepted elsewhere will confirm their reason for refusal in writing to their dean.

- Other extenuating personal circumstances which the associate faculty member and the appropriate vice president mutually agree make acceptance or commencement impossible.
  - An associate faculty member with SRP may request one semester off during a five semester period and still maintain SRP. Eligibility for each subsequent leave shall be measured from the beginning of the semester that the prior leave was taken. An associate faculty member who makes such a request shall receive an evaluation prior to approval of the request for time off. The associate faculty member must receive a positive evaluation for approval to take time off while maintaining SRP. If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.
- b. **Unavailable load for 4 consecutive semesters:** If no load is available, the associate faculty member shall remain on the SRP list for four (4) academic semesters beginning with the semester in which no load was available. At the end of four (4) academic semesters, assuming no available load, the associate shall be removed from the SRP list.
- c. **Refusal to Accept Entire Assignment:** The associate faculty member refuses an entire assignment twice during six consecutive semesters, unless the assignment is refused because of compelling personal reasons, such as pregnancy, birth of a child, or serious illness, or to accept a full-time temporary position elsewhere. However, in no event may an associate faculty member reject an entire assignment for a total of six consecutive semesters and remain on the SRP list.
- d. **Unsatisfactory performance or misconduct:** Re-employment preference may be withdrawn if an appraisal of the associate faculty member's performance is unsatisfactory in any of the three categories on the summary evaluation form. It may also be withdrawn where the associate faculty has received prior discipline for serious or on-going misconduct, or if an investigation of student complaints or surveys substantiates performance problems. An improvement plan may be discussed with associate faculty members.

#### 9.17.5.4 Load Assignment Process

- Each semester the administrator/designee shall by district email, provide the associate faculty notification of class availability and request for preferences. The administrator/designee shall notify associate faculty when no load is available. Schedule requests will be given serious consideration in building the schedule. However, it is understood that it may not be possible where it results in some SRP associate faculty not receiving load that they could otherwise receive.

- When assignments are offered as part of the regular planning process, associate faculty will be given at least two working days to accept or decline the assignment. Requests for additional time to respond will not be unreasonable denied.
- When assignments are offered outside the regular planning process (e.g.: when sections are added after the schedule has been published) associate faculty will be given at least two working days to accept or decline the assignment.

In the special circumstances where an associate faculty member with SRP does not receive the 33% SRP load (underloaded) in the SRP discipline, the associate faculty member may be entitled to additional assignments outside the single discipline based on the following:

- Current SRP Faculty in a single discipline (prioritized by SRP date within discipline)
- Underloaded associate faculty member is placed at the bottom of the SRP list in the alternate discipline
- Underloaded associate faculty member does not “move up” the SRP list according to their original SRP date
- The underloaded faculty member may not displace any assigned sections with other associate faculty members in the alternate discipline.

Underloaded associate faculty member bears the responsibility to notify alternate discipline dean for additional assignments. Alternate assignments shall be made on a semester basis only.

- 9.17.6 Award of Seniority Rehire Preference: Associate faculty who have successfully achieved SRP shall receive a notification from the Office of Academic Support (SJCC) or the Office of Academic Services (EVC). The notice shall confirm the award of Seniority Rehire Preference (SRP), the responsibility to retain SRP by the maintenance of the 33% load requirement, and a reference to Article 9.18 of the Collective Bargaining Agreement. The load requirement to satisfy the SRP entitlement is 33%. The load limit should not be construed to be 33%.

Associate faculty member shall be placed on the SRP-1 list and be assigned 40%-67% load in the first semester after meeting SRP-1 criteria where the assignment schedule has not already been established. It is understood that assignment of a 40-67% load is dependent on there being available assignments.

Associate faculty members shall be placed on the SRP-2 list and be assigned 60%-67% load in the first semester after meeting SRP-2 criteria where the assignment schedule has not already been established. It is understood that assignment of 60-67% load is dependent on there being available assignments.

9.17.7 Standing/rank on the seniority rehire list does not guarantee a minimum load or, in the case of a class cancellation, it does not provide the right to claim an assignment already offered to and accepted by an associate faculty member of lower rank (or no rank). Seniority rehire preference will be exercised during the scheduling process but will not supersede student demand for courses, instructional program requirements, or required competence for teaching specific courses.

9.17.7.1 Within the established schedule development process, the amount of time to build a schedule for each term varies given the size and complexity of the academic unit. Deans are provided with an SRP list that identifies the faculty by name, division, department, and hire date. Each division/ department's process may differ in terms of specifics but each must adhere to the priority of assignments.

9.17.7.2 The Dean shall

- inform the associate faculty regarding the division/department's process.
- use a process that ensures assignments are offered to those who have earned the rehire rights by seniority and are qualified to teach the specific course.
- solicit input from associate faculty regarding preferences and availability.
- Adhere to date/time requests from associate faculty when reasonably possible and in order of SRP.

9.17.8 All full time (tenured, tenure-track, and new hires) will be placed on the seniority list for overload assignments. Full time faculty will have the "right of first refusal" for un-staffed classes/assignments while schedule is finalized for each academic term before consideration of associate faculty on the seniority list. Once schedule is published any un-staffed classes/assignments that become available shall be offered, in order of seniority, to SRP associate faculty that are qualified to teach before the assignments are offered to any other. Load for an SRP-1 associate faculty may be in the range of 40% to 67%, but never to exceed 67%. Load for an SRP-2 associate faculty may be in the range of 60% to 67%, but never to exceed 67%.

9.17.8.1 Load Allocation Process

Minimum load shall first be offered to associate faculty with SRP-2 status as provided in subsection a), and then to associate faculty with SRP-1 status as provided in subsection b).

- a. SRP-2: Each semester in any discipline in which associate faculty assignments are available, associate faculty with SRP-2 status shall be offered assignments with a minimum load of 60% and a maximum load of 67%. Available courses will be offered to SRP-2 faculty in order of seniority of qualified associate

faculty, as defined in Article 9.17.2. So long as the member is offered a minimum load of 60%, the District is not required to offer additional load.

- b. SRP-1: Each semester in any discipline in which associate faculty assignments are available after providing load to SRP-2 associate faculty, associate faculty with SRP-1 status shall be offered assignments with a minimum load of 40% and a maximum load of 67%. Available courses will be offered to SRP faculty in order of the seniority of qualified associate faculty, as defined in Article 9.17.2. So long as the member is offered a minimum load of 40%, the District is not required to offer additional load.

The District shall not be required to split an assignment with a single registration ID number, single section number or the lecture and lab components of the same course in order to provide an SRP associate faculty with minimum load.

Any remaining available load in a department after each SRP-2 faculty has received an assignment between 60-67% and each SRP-1 faculty has received an assignment between 40-67% may be offered to non-SRP associate faculty who meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

- 9.17.9 Retiree Rights to SRP: All full time faculty members who retire from the District and are hired by the District to teach as associate faculty instructors shall be considered initially to have SRP.

- 9.17.9.1 It is agreed that these retirees have already met the prerequisites to receive SRP-2 status.

- 9.17.9.2 These returning retirees shall be placed on the SRP list in order of seniority, integrated into the current list of associate faculty with SRP.

- 9.17.9.3 These retired faculty members shall be subject to all other conditions of SRP except that retirees shall have the right to reduce their work load permanently and still maintain their SRP status for a period of eight semesters. At the end of eight semesters, employment with the District shall cease. (Exception: the first 180 days following retirement shall not be considered a break in service.)

- 9.17.10 Associate Faculty Retirees:

- An associate faculty member who separates from employment due to retirement shall have SRP status re-instated if rehired within one year of retirement date. Upon rehire to SRP status, the associate faculty member shall retain their original date of hire and the step and column placement prior to retirement.

Upon separation due to retirement the associate faculty shall have access to the District

email and free classes for one year.

#### **9.18 SUMMER SCHOOL/INTERSESSION ASSIGNMENTS**

Summer and intersession assignment preferences will be given to full time faculty first. If a full time faculty member declines the assignment(s), then the Division Dean shall offer summer assignment(s) or intersession assignments to qualified associate faculty in their division who (1) were not employed during the previous summer/intersession, or (2) who were employed during the previous summer and/or intersession. Associate faculty in their first year of employment with the District shall be placed at the bottom of the rotation.

#### **9.19 DAY-TO-DAY SUBSTITUTES**

1. Day-to-day substitutes could be hired to prevent stoppage of district business when an actual emergency arises, in order to cover faculty absences to prevent falling below minimum instructional contact hours. College administration may employ faculty as day-to-day substitutes for up to twenty (20) consecutive working days for the assignment according to Education Code 87480 regardless of current load.
2. Associate faculty are the primary resource for substitutes.
  - a. The time served as a substitute replacement for absent faculty (up to 20 consecutive work days) does not increase the substitute faculty's contracted load.
  - b. If an associate faculty is not available, full time faculty loaded at less than 130% may work as a substitute.
3. If service continues beyond the twenty (20) work day substitute limit, the totality of the assignment shall be converted to increased load not to exceed 67% (Associate faculty) or 140% (Full-time).
4. Associate faculty loaded at 67% may not work beyond the twenty (20) working day substitute limit per assignment.

#### **9.20 CANCELLATION OF CLASSES ASSIGNED**

When an associate faculty member's class is canceled in accordance with provisions of section 12.8 of this agreement, the faculty member's assignment shall be terminated. When classes are canceled before they have started (within 2 weeks of the scheduled start date of the class), the instructor shall be paid 10 hours for preparation, at the associate faculty member's effective hourly rate based on their current step and class on the applicable (i.e. lecture or lab) schedule. When classes are canceled after they have started, instructors whose classes are canceled shall be paid 10 hours for preparation, and for actual instructional services rendered up to the time of cancellation. If an opportunity exists, another teaching assignment may be offered.



## **9.21 MEDICAL BENEFITS**

9.21.1 A medical benefit package has been implemented August 2002.

9.21.2 The District will provide medical benefits consistent with California Educational Code, Section 87861 et sec., which defines health insurance benefits to include medical benefits but not vision or dental benefits.

9.21.3 The District will provide health benefits to associate faculty allowed under Ed. Code Sec. 87861 as follows:

- Associate faculty must work at least 40% cumulative equivalent of a minimum full-time faculty assignment.
- Faculty members will pay one-half (1/2) of the monthly premium.
- The District will submit a claim through the State for 50% matching funds.
- State reimbursement is precluded for associate faculty with health benefit insurance from another employer. Therefore, associate faculty seeking to qualify for health benefits must provide certification that no other coverage exist.
- Associate faculty who are eligible for health benefits shall have the option to add coverage for eligible dependents at the employee's cost.

9.21.4 The District shall provide for 50% of the cost of the SJECCD SISC Full-Time Kaiser Health Plan (employee only). Each associate faculty who participates in the plan shall pay their 50% contribution through a monthly payroll deduction spread over four months of pay during each academic semester.

### **9.21.4.1 Employee Assistance Plan**

The District shall provide an associate faculty member employee assistance plan for each eligible member participating in the SISC Full Time Kaiser Health Plan.

## **9.22 FLEXIBLE SPENDING ACCOUNT-IRC 125**

Associate faculty shall be entitled to participate in this plan in accordance with the legal requirements for providing/administering this program.

## **9.23 HOLIDAYS**

Associate faculty members shall not be required to work on holidays as set by law or declared by the board.

## **9.24 LEAVES FOR ASSOCIATE FACULTY MEMBERS**

Associate faculty members shall be entitled to leave in proportion to their workload for the following: [Also see Article 13, Leaves and Absences]

- A. Illness, accident or quarantine
- B. Personal necessity
- C. Bereavement
- D. Industrial accident and illness
- E. Pregnancy disability
- F. Military
- G. Professional conferences and meetings
- H. Jury service
- I. Family Medical Leave Act (FMLA)-In accordance with legal requirements

## **9.25 LOCATION OF ASSOCIATE FACULTY PERSONNEL FILES**

See Article 6.1.2.

## **9.26 SICK LEAVE ANNUAL ENTITLEMENT, ASSOCIATE FACULTY**

Associate faculty shall be entitled, for each semester of service, to a pro-rata of five (5) days of sick leave based on their percentage of load. [See Article 13, Leaves and Absences]. Paychecks for associate faculty shall reflect the number of sick hours accrued. See Articles 13.5.1.4 & 13.5.1.5 for further reference on sick leave entitlement for associate faculty.

### **9.26.1 Implementation of State Disability:**

The California Unemployment Insurance Code permits community college districts to enroll in the California State Disability Insurance Program for the select employee groups such as associate faculty members who are not covered by other sources of disability insurance. The full cost of the State Disability Insurance is paid by the associate faculty member through payroll deduction. Application for acceptance into the program is in accordance with the process provided by the Employment Development Department.

## **9.27 ASSOCIATE FACULTY MEMBERS BILL OF RIGHTS**

9.27.1 Associate faculty shall be considered to be an integral part of their departments and given all the faculty rights in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, computers and printers, reprographic services, copy machines, supplies, mail boxes, library, and professional development.

9.27.2 Associate faculty should be informed of assignments at least six weeks in advance whenever possible.

9.27.3 The names of associate faculty should be listed in the schedule of classes rather than just described as “staff” whenever possible.

## ARTICLE 10

### PROFESSIONAL RECOGNITION

#### 10.1 COMMITTEE

A Professional Recognition Committee (PRC) shall be formed within the District to review applications submitted by faculty members for professional recognition salary increments and for sabbatical leaves (Article 14).

##### 10.1.1 The District PRC shall be composed of the following

- a. a total of three (3) administrators;
- b. a total six (6) faculty - three (3) from each campus appointed by the Senates of each college.
- c. Professional Recognition Committee Chair (PRC Chair): Each semester the two colleges shall provide 5% released time each to the PRC Chair for a total of 10% released time.

Members of the PRC shall abstain from voting on their own applications.

##### 10.1.2 Responsibilities of the PRC

The PRC shall be responsible for 1) reviewing applications, and 2) recommending approval of sabbatical applications to the Chancellor, and verifying completion of planned activities for the award of professional recognition salary increments and sabbatical leaves.

The Committee shall act fairly and impartially and will treat all applicants respectfully as it carries out its responsibilities. The Committee shall follow appropriate procedures for the orderly implementation of this policy which may include, but not be limited to:

- a. Reviewing and considering applications for the initiation of a professional recognition salary increment period (Steps 16, 18 & 19);
- b. Reviewing and considering modifications to professional recognition plans;
- c. Reviewing and considering requests for extensions of the professional recognition salary increment period.
- d. Reviewing and considering evidence of completion of the planned work for professional recognition;
- e. Creating forms to accomplish the purposes of this policy (See 10.1.3 below);
- f. Creating guidelines for judging professional recognition plans, which shall be agreed to by

the District and the AFT 6157 prior to implementation.

- 10.1.3 All forms and dates shall be approved by the District and the AFT 6157. If these forms and dates are not acceptable, they shall become the subject of negotiations between the District and the AFT 6157.

## **10.2 ELIGIBILITY FOR PROFESSIONAL GROWTH**

There are three options for professional growth:

### **10.2.1 Option 1: Professional Growth Activity Payment**

Full time regular and associate faculty members who are placed in classes IV, V, and VI at step 6 or above on the current salary schedule and who have completed three (3) years satisfactory service in the District may qualify for a salary adjustment in the following academic year based on additional educational training and/or experience.

- 10.2.1.1 For approved professional growth activities, payment shall be made on the basis of \$175 per semester unit or the equivalent to a maximum of six (6) units within any three (3) year period.

- 10.2.1.2 Faculty may submit applications for growth activity payment awards to the PRC once annually and no later than April 1<sup>st</sup> of the school year. The committee shall review each request and shall notify applicants of their recommendations no later than May 10<sup>th</sup> of each academic year.

- 10.2.1.3 Applications shall be obtained from and submitted to Human Resources, which shall forward them to the chairperson of the PRC.

### **10.2.2 Option 2: Professional Recognition Salary Increments-Steps 16, 18 and 19 is available to regular full time faculty. They will become available to associate faculty only when negotiations include these steps for associate faculty.**

- 10.2.2.1 A faculty member is eligible to initiate a professional recognition salary increment after reaching step 11 on the salary schedule in classes IV through VI.

#### **1. Eligibility to initiate**

Step 16: step 13 or above

Step 18: step 16 or above

Step 19: step 18 or above

2. After satisfying the professional and longevity requirements for step 16 (as described in this Agreement for step 16), a faculty member in classes IV through VI may repeat the process for advancing to step 18.

3. After satisfying the professional and longevity requirements for step 17 (as

described in this Agreement for step 17), a faculty member in classes V through VI may repeat the process for step 19.

4. Faculty members who have completed the longevity requirements for professional steps 16, 18, and/or 19 may apply for credit and complete the academic and growth activities on a minimum of a yearly basis. Such faculty may only advance one step per academic year.
5. Credit earned by faculty members while on sabbatical shall be applied to professional recognition steps (16, 18 and 19).

10.2.2.2 Applicants shall be eligible for advancement to the next professional recognition increment step upon verification of completion of the approved plan and completion of the longevity requirement.

10.2.2.3 Any member who, pursuant to the terms of the 2017-2020 CBA, completed the PRC requirements:

- a. to move from step 13 to step 14 shall have that PRC count for advancement from step 15 to 16; or
- b. to move from step 16 to 17 shall have that PRC count for advancement from step 17 to 18.

10.2.3 Option 3: Undergraduate course credit and credit for non-academic experience

For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across/down the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.

10.2.3.1 Movement across/down the salary classes is based on continuing educational development of the faculty member including education obtained while on sabbatical. It shall be the responsibility of each faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to Human Resources from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe.

10.2.3.2 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non-academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The Dean may present comments to the faculty member or forward comments to an administrator on the PRC.

10.2.3.3 For graduate units, service learning and learning communities, the faculty members will provide the materials to Human Resources/PRC.

10.2.3.4 Graduate Course Credits

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.

10.2.3.5 Undergraduate Course Credit

Undergraduate course work (lower division and upper division courses) taken after initial employment as a temporary, contract or tenured faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area.

10.2.3.6 Credit for Non-Academic Experience

Full-time faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 8.9.3.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

10.2.4 Application Procedure

Application for Professional Recognition Increment shall be submitted no earlier than the beginning of the first year of eligibility at step 13. Units or activities undertaken up to one year prior to eligibility or plan approval may not ordinarily be submitted to the PRC for approval. However, when situations arise which cannot be anticipated and which can be shown to enhance the professional growth of a unit member, the PRC shall review and evaluate such applications. Applications shall be obtained from and submitted to Human Resources which shall forward them to the chairperson of the PRC.

10.2.5 Modification of the Plan

During the professional recognition increment period, an applicant may apply for modification of the plan. The PRC shall review for approval such proposed modification. The plan modification must be approved before the applicant may engage in any modified activities.

10.2.6 Extension of the Plan

If the planned work for the professional recognition step increases has not been completed within three (3) years, application may be made for a one (1) year extension. During that extension, should the applicant experience an exceptional circumstance, petition may be made to the PRC for further extension of time. Such petition shall state the period of extended time requested and identify the exceptional circumstance. However, this 3-year completion deadline shall not apply to faculty who received approval for a Professional Recognition Plan on or before June 1, 2021, and who choose to delay completion of their plans in order to align completion with the shift in professional growth steps effective Fall 2022. Modification of Plans in accordance with Article 10.2.5 shall not effect these timelines.

**10.3 EXAMPLES OF ACTIVITIES FOR PROFESSIONAL RECOGNITION INCREMENT**

Each faculty member shall develop a plan for professional recognition activity within the framework of broad categories; under which are submitted the specific and verifiable activities deemed to provide professional growth. With the approval of the PRC, activities, travel, (which show the relationship of the proposed travel experience to the professional growth of the applicant), and work experience may be related to the faculty member's assignment and/or provide enhancement of the faculty member's skills, and/or improve the ability to effectively interact with and serve the student population, and/or improve the ability of the faculty member to advance the goals of the college/district. Examples of acceptable professional recognition activities may include but are not limited to the following list:

10.3.1 Examples of acceptable professional recognition activities may include but are not limited to the following list:

- Formal academic work from an accredited college (excluding developmental courses and lower division courses previously taken)
- Course work or practice in a training institute
- Earning credit in a workshop
- Formal work under a grant
- Appropriate correspondence courses

10.3.2 Cross-disciplinary work, for example, broadening one's research background or study in fields of instruction in areas other than the major or minor discipline that clearly contributes to improving the faculty member's skills for his or her assignment at the college.

10.3.3 Undertaking courses of study or other activities to improve specific teaching techniques or methods.

10.3.4 Instructional related travel (See 10.4.2).

10.3.5 Completion of a research project or an activity related to the applicants assigned field and its publication may be considered even if no college credit is given.

10.3.6 District or college sponsored in-service training workshops.

10.3.7 PRC approved workshops sponsored by other community colleges, 4-year colleges or universities or professional organizations.

10.3.8 Qualifying study or an activity that is directly related to a unit member's contract assignment with the District may be approved for Professional Recognition increment provided that it bears relevance to enhancement of teaching effectiveness.

10.3.9 Credit for Learning Communities and Service Learning

10.3.9.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes.

10.3.9.2 In order to qualify for credits for Professional Recognition steps, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit one (1) unit of linked classroom time (not the faculty member's own class) a faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

2. Service Learning

To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally faculty members must develop and implement service-learning projects for students by working directly with Service-Learning Coordinator(s) and /or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.



#### **10.4 CRITERIA FOR EVALUATION OF PROFESSIONAL RECOGNITION INCREMENT PLANS**

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.1 The standard for professional recognition of academic units shall be equivalent to nine (9) semester units, of which a minimum of three (3) shall be in a collegiate level course. A maximum of six (6) unit equivalents may be credited to any single class movement. Hours for professional recognition earned outside of regular college classes shall be granted in accordance with the following formula:

- a. 1.5 continuing education units earned through at least fifteen (15) hours of learning activity are equivalent to one (1) semester unit.
- b. Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units.)

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.2 If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant. Credit for travel will be awarded for the time spent on the relevant activity. Forty-five (45) hours of activity are equivalent to one (1) semester unit with a maximum of three (3) units.

10.4.3 For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours.

10.4.4 For study, research or activities engaged in under sections 10.3.2, 10.3.3, 10.3.5, 10.3.7, and 10.3.8 one (1) semester unit will be allowed for each forty-five (45) hours of participation if engaged in outside the unit member's assigned working hours.

#### **10.5 VERIFICATION OF COMPLETION**

All required verifying evidence of completion for professional recognition increment plans must be submitted to Human Resources.

#### **10.6 APPEALS**

Should the PRC not approve the application plan or not certify the work completed, the applicant may appeal the decision by progressing through the following steps. An appeal shall not pass on to the

next level until a decision is rendered at the previous level.

Level 1: Ask for reconsideration by the committee, at which time the faculty member may be represented by the AFT 6157.

Level 2: Appeal the committee's decision to the applicant's College President.

## **10.7 PAYMENT**

10.7.1 Once the plan for professional recognition has been successfully completed, verified, and approved, the following shall occur.

10.7.2 Verified information that is received by the 15<sup>th</sup> of any month within the regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month in which there is no regular pay period following, shall be paid in the next regular pay cycle.

10.7.2.1 Advancement by step, down the salary schedule, is based on years of service. Faculty members employed on the regular salary schedule shall advance one (1) step for each year.

## **10.8 RESTRICTION**

### **10.8.1 Restriction**

Work completed to qualify for a professional recognition step increment shall not be used for lateral movement on the salary schedule. This restriction does not apply to class movement for doctoral degrees.

## ARTICLE 11

### WORKING DAYS/CALENDAR

#### 11.1 WORK YEAR

The academic year shall be based on 156\* instructional days including final exams and four (4) Professional Development days.

#### 11.2 DEFINITION OF ONE YEAR'S SERVICE

One year's service for all faculty shall be defined as being on duty not less than 75% of the work days outlined in 11.1.

#### 11.3 WORK YEAR FOR INSTRUCTIONAL FACULTY

Faculty hired prior to July 1, 1985, may voluntarily agree to work outside the academic calendar to complete their regular load of 156\* days. In such cases, faculty will be paid in accordance with Article 8. Such Agreement to work outside of the academic calendar shall not change the basic requirement of a 156\* day work year for that employee.

The District shall make a reasonable effort to provide the faculty member with a schedule consisting of an even distribution of hours over the weeks of the semester.

11.3.1 Nurses: Instructional nursing faculty (*RN Program*) shall be paid on an eleven (11) month Salary Schedule-See Appendix C-2.

#### 11.4 WORK YEAR FOR NON-INSTRUCTIONAL FACULTY

##### 11.4.1 WORK YEAR FOR 10-MONTH NON-INSTRUCTIONAL POSITIONS.

The work year for counselors, health center directors, librarians, speech pathologists, learning disability specialists and other full-time non-instructional faculty hired subsequent to July 1, 1985, shall fall between July 1 and June 30. The non-instructional full-time faculty work week shall be assigned in conformance with Article 12.3.2

Non-instructional faculty shall not be required to render more than 156\* days of service in the work year. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. Work schedules shall be established by the appropriate administrator in consultation with the faculty.

##### 11.4.2 WORK YEAR FOR 11-MONTH TENURED AND TENURE-TRACK COUNSELING POSITIONS

The work year for 11-month tenured and tenure-track counseling positions shall fall between July 1 and June 30<sup>th</sup>. 11-month counseling faculty shall work 32.8 hours per week for a total of 1,155

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\* (hours shall be based on those hours defined in the previously used 175 day calendar)

hours for a period of 36 to 40 weeks, not to render more than 176 days. A duty free period of not less than three (3) consecutive weeks shall be scheduled, by the Division Dean in consultation with the affected faculty members.

Reasonable effort will be made to adhere to faculty scheduling requests, so long as the District is able to schedule counselors consistent with student needs pursuant to Article 12.3.2.2. Work schedules shall be established by the appropriate administrator in consultation with the faculty.

1. Counselors hired beginning with the academic year 2016-17, shall be issued an 11-month contract. The 11<sup>th</sup> month shall have a specific designation of June, July or August.
2. Counselors who do not select an 11-month contract, shall remain in their 10-month contracts.
3. The 11 month contract shall have a specific designation of June, July or August which shall be chosen by counselors in seniority order. The number of counselor slots for each month shall be based on the needs of the students and will be identified in the year(s) the 11<sup>th</sup> month is selected by counselors.
4. Beginning Academic Year 2019-2020 and every three (3) years thereafter, all 11-month counselors shall, in order of seniority be able to choose and receive in order of seniority their 11<sup>th</sup> month (June, July, or August).
5. When an 11-month vacancy is opened, current Counselors who originally opted for 10-months may elect to move into the 11-month vacancy in order of seniority.

*Nothing in this section prohibits offering an 11-month contract to categorical, grant funded or one year full-time temporary if funding is available.*

- 11.4.2.1 Once a current counselor has selected an 11-month contract pursuant to Section 11.4.2(2) the counselor may request return to a 10-month contract in writing to the Division Dean. Such requests may be granted at the sole discretion of the Division Dean.

## **11.5 PROFESSIONAL DEVELOPMENT DAYS**

Normally, four (4) days of the academic calendar year (three (3) with mandatory attendance) are designated as Professional Development calendar days for the purposes of conducting activities to address critical staff, student, and professional development needs.

Professional Development activities shall be scheduled on the days indicated on the fall and spring academic calendar or on any day during the fiscal year (except as noted below) on which a faculty member has scheduled an activity which has been approved by the Professional Improvement Committee (PIC). The instructor may also schedule a professional development alternative activity when school is not in session at the end of May and June of the previous fiscal year and if approved have it credited toward the next fiscal year.

11.5.1 Three Mandatory Days

One (1) Professional Development day each year shall be used for campus-wide convocation at which the president of the AFT 6157 shall be invited to make a presentation. Three days shall be mandatory: the first two days of the fall academic calendar; and the first day in the spring academic calendar. These days shall be used for activities which may include: campus-wide planning to meet student needs; divisional planning and activities coordinated by the Division Dean; department meetings and activities. Attendance at these meetings shall be mandatory for full-time instructional and non-instructional staff.

11.5.2 Professional Development Days on the Calendar

These credited days shall be referred to as “Professional Development days” and are designated as “PD” days on the academic calendar for faculty. The Professional Development days indicated on the calendar shall be used for activities scheduled, planned and approved by the Staff Development Committee (SDC) with the concurrence of the college president. Faculty may schedule individually proposed alternate activities in accordance with 11.6 of this article.

11.5.3 Hours Per Activity

The maximum total number of hours for one day of a Professional Development activity is six (6) hours which is based on pro-rata of one fifth of a week’s non-instructional assignment. Multiples of six (6) hours constitute additional Professional Development day(s).

11.5.4 Pay

A full-time faculty member not assigned to work on the Professional Development day (PD day) and who chooses to come to the PD days shall be paid for six (6) hours of work time as stated in the contract. The Faculty member shall be paid at the appropriate pay on the associate faculty salary schedule.

**11.6 PROFESSIONAL DEVELOPMENT DAY ACTIVITIES**

Primary responsibility for planning Professional Development day activities rests with each faculty member and with the Staff Development Committee (SDC) in addressing critical staff, student, and instructional improvement needs.

The college president shall be accountable regarding the use of instructional improvement days and therefore must approve all such activities.

Activities conducted on Professional Development days may include, but are not limited to the following:

- a. Staff development, in-service training and professional development, such as conferences, field trips and workshops relating to teaching assignments and goals of the District/Colleges
- b. Program and course curriculum development and evaluation
- c. Learning resource development

- d. Student personnel services and related activities, such as student advising, guidance, orientation, and matriculation services
- e. District, campus, departmental or division meetings
- f. Institutional research as assigned by College supervisors
- g. Other activities as assigned by the District

## **11.7 ALTERNATE PROFESSIONAL DEVELOPMENT ACTIVITIES**

Faculty may be excused from the second PD day in the spring semester if they develop an individual alternate plan and choose from activities approved by the Professional Improvement Committee (PIC). Such activities will address critical needs as assessed in an annual survey conducted by the Staff Development Committee. The PIC will evaluate and approve alternate plans for faculty.

A report and recommendation for approval of all plans shall be submitted by the PIC to the president of the college. Whenever the president disagrees with the recommendations for approval from the PIC, the president or designee shall consult with the committee in an effort to resolve the matter.

### **11.7.1 Professional Improvement Committee**

The PIC on each campus shall be a committee consisting of three (3) representatives of the Academic Senate, one (1) administrator, and one (1) representative of the AFT 6157.

### **11.7.2 Submission Timeline of Alternate Individual Plan**

Professional alternate development activities may be conducted at any time during the fiscal year. For the PIC to have sufficient time to review the individual plan (See Appendix Q), at a minimum, must be submitted ten (10) working days prior to the second PD Day in spring.

## **11.8 ACCOUNTABILITY FOR COMPLETION OF PROFESSIONAL DEVELOPMENT DAY ACTIVITIES**

All full-time faculty shall be accountable for participation in Professional Development day activities which shall be considered a professional responsibility as per the evaluation process. Faculty who carry out an approved alternate individual plan shall submit a brief written outline within thirty (30) days of scheduled activity completion summarizing the activities. A copy of this documentation shall be given to the Dean and shall be included in the report covering the period of evaluation of the faculty member.

Faculty who do not complete their approved activities shall file an absence report in accordance with the provisions of Article 13.4.

## **11.9 PARTICIPATION OF FACULTY ON PROFESSIONAL DEVELOPMENT DAYS**

All full-time and associate faculty shall be given equal opportunity to participate in Professional Development activities. No regularly scheduled classes will be conducted on PD days. Classes taught by associate or full-time faculty which start after 5:00 p.m. shall not be scheduled on PD days. Full-time faculty completing a full-time assignment after 5:00 p.m. shall meet their PD day activity (day or evening) that is at least equal to the number of hours their class(es) normally meet(s). Full-time faculty teaching an overload after 5:00 p.m. and associate faculty who meet their PD day commitment will be compensated as if their class had been taught.

## **11.10 ACADEMIC CALENDAR**

Year 2020/21 – see Appendix B

Year 2021/22 – see Appendix B

Year 2022/23 – see Appendix B

Year 2023/24 – see Appendix B

11.10.1 Calendar: Summer includes the regular 6 or 8 week session beginning in June and ending in July with classes offered Monday-Thursday. Additionally, non-credit and credit courses may be offered requiring a modified schedule.

## **11.11 SUBMISSION OF GRADES**

All grades must be submitted no later than 5:00p.m. on the fifth weekday after the last day of the applicable semester, intersession or session.

## ARTICLE 12

### **WORKLOAD, CLASS SIZE, CLASS CANCELLATION**

The AFT 6157 and the District recognize that the teaching and support services of the faculty require specialized preparation and knowledge. Faculty have the ultimate responsibility of providing the best classroom instruction and professional support services, and of assisting in the development of programs, practices, and conditions for the accomplishment of this purpose.

#### **12.1 WORKLOAD – DEFINITIONS AND PROVISIONS**

##### **12.1.1 Assignments**

###### **12.1.1.1 Instructional**

An instructional assignment is an activity that results in awarding of academic credit by the college. Each and every instructional assignment shall either be counted as part of the assigned load or counted as part of a voluntary overload assignment, exclusively, and shall be subject to the provision of each respectively. (See Assigned Load and Overload below.) The different components of an instructional assignment are contained in 12.3.

###### **12.1.1.2 Non-Instructional**

A non-instructional assignment is any professional faculty service or activity authorized by the District or the state that does not satisfy the conditions of an instructional assignment as defined above. The different components of a non-instructional assignment are contained in 12.3.

##### **12.1.2 Load**

The load is the instructional and/or non-instructional workload (or a portion thereof) of a faculty member and is measured as a decimal fraction or percentage of a full-time faculty member's academic year employment obligation, as defined by this bargaining agreement, and known as one full-time equivalent faculty (1.00 FTEF).

The following are the different types of load:

###### **12.1.2.1 Normal Load**

The normal load is the amount of workload that a full-time faculty needs to perform in order to satisfy the academic year employment obligation as outlined in this contract of a 1.00 Full-Time Equivalent Faculty (FTEF).

###### **12.1.2.2 Regular Load**

The regular load is the faculty member's workload obligation as authorized by the District. For a full-time faculty member, the regular load is the normal load, but the District may authorize a regular load of less than 1.00 FTEF.



12.1.2.3 Mixed Load

A mixed load is a workload that includes a combination of instructional and non-instructional assignments. The assigned mixed load should combine the appropriate proportions of 1.00 FTEF for each of the component loads.

12.1.2.4 Assigned Load

The assigned load is the workload assigned to the faculty member for the semester to fulfill the employment requirement of that Faculty member's regular load. Due to course configuration and other scheduling difficulties, the assigned load may not be the same as the regular load.

12.1.3 When the assigned load differs from the regular load, the following definitions apply:

12.1.3.1 Assigned Credit

The assigned credit is the amount of the assigned load that exceeds the regular load.

12.1.3.2 Assigned Deficit

The assigned deficit is that portion of the regular load that is not assigned.

12.1.3.3 Cumulative Load

The cumulative load is the sum of all of the assigned credits minus the sum of the assigned deficits. The cumulative load may be deficit (negative), balanced (zero), or credit (positive).

## 12.2 GUIDELINES

12.2.1 Cumulative Load-Any additional load over 100% which is not paid to the faculty member shall be included in the faculty member's final pay (see Article 15.4)

12.2.1.1 If the cumulative load is deficit (negative) by more than ten percent (10% or 0.10 of a 1.00 FTEF), then the immediate supervisor and the faculty member shall meet to devise a plan to reduce the deficit cumulative load to less than ten percent (10% 0.10) deficit.

12.2.1.2 When there is an assigned credit, one of the following guidelines shall apply:

A. If the faculty member has a deficit cumulative load, then the assigned credit shall be used to reduce the deficit cumulative load.

**OR**

B. If the faculty member has a credit cumulative load, then the assigned credit shall be used to increase the credit cumulative load. If the faculty member chooses not to do this, then the District shall by default compensate the faculty member for the assigned credit at the current associate faculty rate of

pay.

12.2.1.3 When there is an assigned deficit, the following guidelines shall apply:

A. If the faculty member has a credit cumulative load, then the credit shall be used to reduce the assigned deficit in order to complete a regular load.

**AND**

B. The assigned deficit may not be used to add to the deficit cumulative load without the faculty member's written permission.

C. Under the circumstances where there are no other assignments in any of the faculty member's FSA's to complete the regular load, the faculty member must be given, in the next semester, an assignment that will eliminate any cumulative deficit. If this does not occur, the faculty member shall not be required to make up the deficit caused by the lack of assignment.

12.2.1.4 If the cumulative credit load is ten percent (10% or 0.10) or more of 1.00 FTEF, then the immediate supervisor may, in consultation with the faculty member and subject to other provisions of this contract, use any or all of the credit cumulative load as part of the next semester's assigned load of the faculty member.

12.2.2 The faculty member may use any or all of the credit cumulative load as part of his/her assigned load. However, the faculty member may neither receive any financial compensation for credit cumulative load at the associate faculty rate nor convert it to overload.

12.2.3 If the faculty member leaves the AFT 6157 bargaining unit and/or District employment and/or retires, then:

12.2.3.1 Any deficit cumulative load is eliminated, and the faculty member has no obligation to reimburse the District for this deficit.

12.2.3.2. Any credit cumulative load is eliminated, and the District has no financial obligation to compensate the faculty member for this credit.

12.2.4 Overload

An overload is a separate, voluntary assignment requested by the faculty member in addition to the faculty members assigned load that requires a separate contract and is subject to the provisions of the article on overload (Article 15) in this bargaining agreement.

## **12.3 FACULTY WORKLOAD**

(Note: In this section, the loading is measured on the basis of hours per week of either a fall or spring academic semester.)

### 12.3.1 Instructional

#### 12.3.1.1 Lecture/Discussion Science Laboratory and Health Sciences Laboratory Class Assignment

Fifteen (15) in-class academic hours of lecture/ discussion per week, and either science laboratory hours in Biology, Chemistry, Environmental Science, Physical Sciences (including Astronomy and Geology), Physics, Engineering, or health sciences laboratory hours in Nursing, Nursing Assisting, Medical Assisting, Dental Assisting, and Emergency Medical Services is a 1.00 FTEF assignment. Each lecture and lab hour per week is 1/15 or 6 2/3% of a 1.00 FTEF assignment.

#### 12.3.1.2 Other Laboratory Class Assignment

For all laboratory assignments that are not covered in Section 12.3.1.1, twenty (20) in-class academic hours of laboratory per week is a 1.00 FTEF assignment. Each laboratory hour per week is 1/20 or 5% of 1.00 FTEF assignment.

#### 12.3.1.3 Work Experience Assignment

An assignment in which the instructor has 125 work experience students per semester is the equivalent of 1.00 FTEF assignment.

#### 12.3.1.4 Combination Assignment

An instructional assignment may contain a mixture of hours under sections 12.3.1.1 (lecture/discussion/science or health field labs) and 12.3.1.2 (other labs) lecture and laboratory hours. When this occurs, the load is computed at the rate of 6 2/3% for each lecture hour, science lab hour per week and 5% for each laboratory hour per week not covered under 12.3.1.1.

### 12.3.2 Non-Instructional Assignments

The work year for 10-month non-instructional faculty will be 32 weeks a year, 32.8 hours a week, for a total of 1,050 hours per year. The work year for 11-month non-instructional faculty shall be 32.8 hours a week for a total of 1,155 hours for a period of 36 to 40 weeks. 10-month faculty working under a non-instructional assignment who work more than 32 weeks and 11-month faculty who work more than 36 weeks shall adjust their work hours, in consultation with their supervising dean, not to exceed the total hours required in the academic year.

#### 12.3.2.1 Disabled Students' Program

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTEF assignment for speech pathologists and learning disability specialists. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, approved professional activities related to the assignment, PD days and conference attendance are included in the 32.8-hour workweek. Disabled Students' Program faculty shall also have included in the

32.8 hour workweek 3 hours weekly scheduled for appointment preparation, follow-ups and emails with students, and other activities related to student support outside of appointments. However, in no event shall direct student contact hours fall below 27.8 weekly hours, except when the non-instructional faculty teaches a guidance/counseling course as an in-load assignment. In such cases article 12.1.2.3 (mixed load) shall apply. Disabled Students' Program counselors may choose to teach up to three units of Guidance/Counseling per semester within their regular load, with the approval of their supervising dean. As set forth in Article 12.3.2, Counselors who choose to work more than 36 weeks shall adjust their weekly schedules, in consultation with their supervising dean, so as to not exceed the total required hours.

12.3.2.2 Counselors

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTEF assignment for counselors. There shall be no "FTE" counselor/student headcount workload ratio. Work schedules will be established by the appropriate administrator in consultation with the faculty member by May 15<sup>th</sup> in accordance with the criteria set forth below. Faculty will update schedules submitted in May 2021 no later than September 3, 2021 to conform to the newly-negotiated counseling hours. The new schedule shall be implemented at the start of the first full month following board adoption of the 2021-2023 CBA.

- a. Assignment will be established to meet student needs and in accordance with this Agreement.
- b. Counseling deans will consult and collaborate with counseling faculty regarding appointment duration based on best practices for meeting the service and access needs of students.
- c. Assignments may include evenings as currently provided in this Agreement.
- d. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation.
- e. Division or department meetings, pre-approved professional activities, including but not limited to conference attendance, related to the assignment, and PD days are included in the 32.8-hour workweek.
- f. Counselors shall also have included in the 32.8 hour workweek 3 hours weekly scheduled for appointment preparation, follow-ups and e-mails with students, and other activities related to student support outside of appointments.
- g. Counselors may request to teach up to 3 units of Guidance/Counseling within their regular load each semester. However, in no event shall direct student contact hours fall below 27.8 weekly hours, except when the non-

instructional faculty teaches a guidance/counseling course as an in-load assignment. In such cases, article 12.1.2.3 (mixed load) shall apply.

- h. The District has the right to request that counselors provide work schedules including professional responsibility duties.
- i. In no event shall the in-load activities described in subsections e and f exceed a combined weekly total of 5 weekly hours.
- j. As set forth in Article 12.3.2 Counselors who choose to work more than 36 weeks shall adjust their weekly schedules so as to not exceed the total required hours in consultation with their supervising dean.

12.3.2.3 Librarians

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is a 1.00 FTE assignment for librarians. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, approved professional activities related to the assignment, prep time, PD days, and conference attendance are included in the 32.8-hour workweek. Librarians shall have 3 hours weekly scheduled off the reference desk for orientation-preparation, emails with students and faculty regarding research and materials requests, database and collections maintenance, and other activities related to the functions of the Library. However, in no event shall direct student contact hours fall below 27.8 weekly hours, except when the non-instructional faculty teaches a Library Studies course as an in-load assignment. In such cases, article 12.1.2.3 (mixed load) shall apply. Librarians may choose to teach up to 3 units of Library Studies courses within their regular load each semester, with the approval of their supervising dean.

12.3.2.4 Director of Student Health Services

Thirty-two-and-eight-tenths (32.8) hours direct student contact/student support per week is a 1.00 FTE assignment for the Director of Student Health. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, Safety Committee participation, meetings and approved professional activities related to the assignment, prep time, and email time, PD days, and conference attendance are included in the 32.8-hour workweek.

12.3.2.5 Program Director/Program Coordinator

Academic personnel assigned responsibility as Program Directors or Program Coordinators shall receive reassigned time to perform the required duties at the rate of 1/32.8 of 1.00 FTEF assignment for each hour per week.

12.3.2.6 Other full time Non-Instructional Assignments

Thirty-two-and-eight-tenths (32.8) hours a week is 1.00 FTEF assignment for

any other non-instructional and/or reassigned-time assignment.

12.3.3 Concurrent Assignment

Classes of full-time faculty shall normally be scheduled at the home campus. Concurrent assignments at more than one campus shall be made only after extensive efforts have been made to provide faculty with a full load at the home campus. If a concurrent assignment is required, it shall be considered a semester-to-semester assignment. Faculty members with concurrent assignments shall retain professional identity and affiliation at the college of the instructor's choice.

12.3.4 Non-Instructional Assignments Outside of Regular Duties

Non-instructional assignments that are outside of a faculty member's regular assignment must be preapproved in writing by the appropriate supervisor. Such assignments shall be compensated based on the rates set forth in Appendix D-5.

**12.4 SCHEDULING AND ASSIGNING WORKLOAD**

12.4.1 Scheduling

A department/discipline-planning schedule of classes and service assignments shall be developed around the service and instructional needs of our students and the efficient operation of the District educational program. The department/discipline shall establish its procedure for including faculty input into developing the planning schedule. At least one week before assignments are made, the planning schedule shall be distributed to the full-time and regular faculty members by their immediate supervisor.

12.4.2 The department/discipline shall consider faculty input when making assignments but cannot guarantee requested assignments. The procedures may use the following criteria: faculty members' requests, qualifications, assignment rotation, split-load considerations, online load amount, special job-related skills, and the requirement to fulfill the educational needs of students and/or contractual obligations of the District and the unit members.

12.4.3 Each department/discipline's planning and assignment procedures shall be forwarded to AFT 6157 executive director and president for review, when questions arise about the process.

12.4.4 The assignment of each faculty member will be made by the District within the framework of this article with due regard for such factors as number of different preparations, class size, clerical/technical and instructional assistance provided, and teaching experience. Assignments may include day, evening, and weekend responsibilities, subject to the limitations in Section 12.4.6, Assignment Limitations, and 12.4.7.

12.4.5 Work assignments shall be reasonable and equitable and provide for the needs of students and the efficient operation of the District's educational program with due consideration for the needs of the faculty. A reasonable effort shall be made by the District to schedule an instructor's classes within a six-hour workday, for a five-day week, and to avoid scheduling more than two classes consecutively. When deviations from these limitations are required,

the appropriate supervisor shall submit a written memo to the affected faculty member stating the reasons for the deviation. Whenever possible, a faculty member's schedule shall be arranged to allow pursuit of professional activities which enhance the faculty member's academic effectiveness.

12.4.6 Assignment Limitations

A faculty member may not be scheduled for the following regular assignments without consultation:

12.4.6.1 A day assignment following an evening assignment with less than a thirteen (13) hour break;

12.4.6.2 A five (5) consecutive-day assignment;

12.4.6.3 More than five (5) consecutive hours of instruction or six (6) consecutive hours of a non-instructional assignment without a half-hour intervening break.

12.4.7 Work assignments shall not be made on Saturdays, Sundays, or holidays without the faculty member's written consent.

12.4.8 Telecommuting Study Group

No later than February 2022, the District will establish a study group that includes 3 managers, and 3 AFT representatives to explore the broad principles that would inform telecommuting for counselors and other non-instructional faculty. This information would then be used by the parties in negotiating a possible on-going telecommuting agreement for application in the regular work assignment process.

## 12.5 FACULTY PROFESSIONAL RESPONSIBILITY

All contract/regular faculty shall provide a full professional workweek that includes teaching or student services; preparation; maintenance of office hours when applicable; participation in college/District committees and meetings; participation in mandatory training, as defined in this Article; participation in Professional Development Day activities as provided in Article 11.8; participation in governance; creation and assessment of student learning outcomes; curriculum modification and/or development; peer evaluations, program review. and ACCJC institutional self-evaluation reports. In the Nursing, Nursing Assisting, and Dental Assisting programs, program reviews related to demonstrating compliance with external regulations and standards, shall be considered additional professional responsibility, unless expressly part of the faculty member's job description. Additional professional responsibilities are compensated under Other Non-Instructional Assignments (Article 12.3.2.6).

Faculty members shall be accountable for all professional duties and obligations during the professional workweek, i.e., instruction, counseling, librarian and student health center services. Professional Development Days, mandatory trainings, office hours, department, division, committee or faculty meetings may be attended virtually with the approval of the applicable dean.

Tenured faculty members are responsible for creating a growth and development plan (Appendix P) every three years (Article 22.7.3). In this plan, faculty professional responsibilities are detailed as required in Articles 22.7.3.3, 22.7.3.4 and 22.7.3.5.

12.5.1 Curriculum Development

Curriculum development includes the analyses and coordination of text materials; constant review of current literature in the field, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricula issues; and the attendance and/or participation in inter/intra-college curriculum and implementation committees.

12.5.2 Participation in Mandatory Training

12.5.2.1 Mandatory training for the purposes of this Article is defined as either of the following:

- a. Training that is mandated by state or federal law, whether mandated for all faculty, or for faculty in specified positions. Such training includes, but is not limited to:
  - 1) Training for any faculty member who serves on a hiring committees as required by Title 5 of the California Code of Regulations;
  - 2) Sexual Harassment Training pursuant to SB 1343 (amending sections 12950 and 12950.1 of the Government Code); and
  - 3) Safety training for faculty teaching in courses where hazardous materials, chemicals and/or dangerous equipment are routinely used, and are subject to state or federal regulations mandating safety training for instructors in those positions.
- b. Training that the parties mutually agree is necessary, whether for all faculty, or as a prerequisite for service in a specified position. Such training includes but is not limited to:
  - 1) TRC training pursuant to Article 20.2.4
  - 2) AP 4105 (Distance Education) training for all faculty who voluntarily teach distance education courses, to ensure compliance with applicable state and federal regulations.

12.5.2.2. It shall be the responsibility of all faculty members to attend mandatory training provided by the District and applicable to their positions and assignments.



- 12.5.2.3 It shall be the responsibility of the District to provide mandatory training for all affected faculty members as follows:
- a. Mandatory training shall be scheduled on Professional Development Days (as defined in Article 11.5), for a maximum of two (2) hours per day.
  - b. The District shall offer at least one make-up training session, per academic year, for faculty required to receive mandatory training who did not attend during Professional Development Days. Make up training is included in the contractual workweek.
  - c. In the event mandatory training requires more hours than those provided during Professional Development Days, and make-up training days, additional hours of training shall be provided by the District during the faculty members' workweek. Members shall be paid for the additional hours at the appropriate pay on the associate faculty salary schedule, in the same manner as payments under Article 11.5.4.
  - d. Mandatory training may also be scheduled at other times during the academic year where required by law, or upon mutual agreement of the parties. Such training of one hour or less is included in the contractual workweek. Training of more than an hour will be paid at the appropriate associate faculty rate in the same manner as payment under Article 11.5.4.
  - e. The District may also identify non-District training that satisfies the particular legal requirements of a mandatory training. If the District utilizes such training in lieu of offering training, the District will pay the costs of the training, and faculty will be paid in the same manner as under 11.5.4. If faculty opt to take such training instead of a District-provided training, they do so at their own cost, and are not entitled to receive any additional pay for attending such training.
  - f. Attendance at mandatory training pursuant to subsections "c" constitutes a professional recognition activity for the purposes of Article 10.3.6 and Appendix L, section V.E. (Professional Recognition).

## 12.6 OFFICE HOURS

Faculty members shall schedule one (1) office hour for each 20% of an instructional load. Office hours shall be scheduled on class meeting days to provide maximum convenience for students to confer with instructors. Hours shall be scheduled in increments of at least twenty-five (25) minutes. Office hours' time and location to be listed on course syllabus.

When a faculty member is scheduled to teach one or more evening classes as part of the normal load, and the scheduled teaching load is completed in less than five (5) days, the five (5) office hours per week requirement may be satisfied by scheduling those during the assigned days. In the event that the instructor is scheduled to teach evening classes as part of the regular teaching load, office hours for evening classes shall be arranged for student convenience.

## 12.7 CLASS SIZE

### 12.7.1 Class Size for Certain Composition and ESL Classes

12.7.1.1 Class size shall be set at 30 for all ESL reading, writing, listening and speaking, pronunciation and grammar courses for ESL 91 and below.

12.7.1.2 Class size for English composition courses 92, 104, 1A, 1B, 1C, 341, 335 and 330 shall be 30 students per class.

### 12.7.2 Differential Loading

Differential loading will be implemented for faculty in the following classes at the specified percentages:

- a. English 1A, English Composition – 25%
- b. English 1B, English Composition – 25%
- c. English 1C, Critical Thinking, Composition – 25%
- d. English 106, Reading and Writing Connections – 46.67%
- e. English 92, Essay Development – 33.3%
- f. English 104 Fundamentals of Composition – 40% (25% lecture, 15% lab)
- g. ESL 91, (College Reading and Writing) and ESL 99 (Advanced Reading and Writing) – 45%

### 12.7.3 Negotiated Master Class Size List

No later than December 31, 2021, and utilizing the contract administration process, the District and AFT mutually agree to review the Negotiated Master Class Size List (sometimes referred to as the “2006 Class Size List”) to verify that all agreed upon class sizes to date have been included in the list.

The negotiated master class list shall be amended as follows:

All classes listed with a cap of 55 or above shall be capped at 50 beginning in Spring 2022.

All classes with a cap of 50-54 shall be capped at 48 beginning in Spring 2022.

Nothing in this section precludes a faculty member from voluntarily accepting students above the established class caps.

#### 12.7.4 Fluctuations in Class Size

- 12.7.4.1 If the District significantly deviates or proposes to significantly deviate from the maximum class size agreed upon in 12.7.3, the District must first meet with the AFT 6157 to attempt to reach agreement on such a change. A significant deviation is defined as setting a class size more than 7.5% above the maximum class size defined in 12.7.3 or
- 12.7.4.2 Changes shall be implemented through either mutual agreement or the negotiating process.
- 12.7.4.3 A deviation of 7.5% or less in any one semester is agreed to be within an acceptable range of fluctuation on a temporary basis.

This deviation is intended to provide the District with the ability to respond to immediate student needs which are created by such circumstances as cancelled classes and imminent graduation requirements.

It is not intended to provide the District with the right to unilaterally increase class size on an on-going or regular or even a frequent basis. If the AFT 6157 believes the District is using this as a means to alter maximum class size, the AFT 6157 may request and shall receive a written justification from the Vice President of Instruction/Academic Affairs.

- 12.7.4.4 The Negotiated Master Class Size List shall be updated to reflect any agreed upon permanent class size changes.

#### 12.7.5 New Course Class Size

- 12.7.5.1 Whenever possible the process for establishing class sizes for new courses shall include benchmarking these courses to existing similar courses to determine the class size.
- 12.7.5.2 New course class size shall be negotiated with the AFT 6157, after review of the benchmarks identified pursuant to 12.7.6.1 and recommendations from each division discipline and the college curriculum committees. The AFT 6157 shall be notified at least four (4) weeks prior to the course being placed on the Board Agenda. The parties mutually agree that initial negotiations are delegated to the contract administration process. If the parties have not reached agreement through the contract administration process at least four (4) weeks before the matter is scheduled for Board action, the class size will be formally negotiated.
- 12.7.5.3 The Class Size List shall be updated to reflect any agreed upon class size for a new class.

#### 12.7.6 WSCH Contracts

Contracts, which provide for certain levels of WSCH (Weekly Student Contact Hours) productivity in lieu of regular faculty work loads may be negotiated between faculty members and the dean.

WSCH contracts must be approved by the AFT 6157 President or designee. Any other agreements affecting workload, working conditions, etc. shall come before the negotiating teams for approval.

### 12.8 CLASS CANCELLATION

Scheduled classes shall be canceled only after written notification by the appropriate administrator/designee is sent to the instructor. The written notification is to be issued on or around thirty days before the first day of instruction.

#### 12.8.1 Without the Consent of the Instructor

Classes may (not must) be canceled where enrollment does not meet the thresholds set forth in this article. In determining whether to cancel low-enrolled classes, scheduling deans will consider a variety of factors which may weigh against cancellation, including but not limited to:

- The course is being offered for the first time
- The course will not be offered again for at least one year
- The course is part of an active course sequence
- The course is critical for students to complete a certificate or degree

12.8.1.1 A class may be canceled within twenty (20) days before the class starts if the enrollment is less than 50% of the class maximum;

12.8.1.2 During the first two weeks of instruction, a class may be canceled if enrollment is less than 50% of the class maximum;

12.8.1.3 Classes shall not be canceled after the second week of instruction without the consent of the instructor.

#### 12.8.2 With the Consent of the Instructor:

Classes may be canceled with the consent of the instructor at any time.

### 12.9 REASSIGNMENT OF FACULTY WITH CANCELED CLASSES

12.9.1 A faculty member, whose regular load (1.0) has been displaced through cancellation, and the immediate dean shall consult and agree on the alternative(s) to complete the faculty member's regular load.

12.9.2 If no agreement can be reached between the dean and the faculty member, the faculty

member may choose among any unstaffed instructional assignment in one of the faculty members FSA's.

- 12.9.3 If no such un staffed instructional assignment which falls within the normal work assignment exists, then the faculty member and the division Dean will collaboratively choose an instructional assignment in one of the faculty members FSA's, first among those staffed by academic associate faculty or second among those staffed as an overload by a full-time faculty member.
- 12.9.4 If none of the above is chosen, the dean may assign any instructional assignment to the faculty member in one of his/her FSA's.
- 12.9.5 In the situation where the above alternatives do not exist or are not chosen, the faculty member shall have an under load as described in 12.2.

## ARTICLE 13

### LEAVES AND ABSENCES

#### 13.1 AUTHORIZATION

##### 13.1.1 Leaves of absence

Leaves of absence shall be granted as authorized by the District. For academic associate faculty, leaves shall apply only during the semester in which the event causing the leave occurs.

##### 13.1.2 Break in service

No absence under any paid leave provisions in this Article shall be considered as a break in service for any faculty member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue.

#### 13.2 TENURE-TRACK CONTRACT FACULTY

Tenure-track contract faculty members may be granted leave under such conditions, as the District shall determine. Any such leave shall be counted toward permanent status in the District if, despite the leave, the tenure review committee conducts a complete evaluation of the member by the completion deadline set forth in Article 20. Where the evaluation is not completed, the time on leave shall not count toward permanent status.

#### 13.3 CREDIT ON SALARY SCHEDULE

Unless otherwise stipulated in the specific leave policy, time spent on leave shall not be counted as experience for advancement on the salary schedule.

#### 13.4 ABSENCE OF FACULTY MEMBERS

##### 13.4.1 Report

Faculty members shall make a reasonable effort to inform the appropriate administrator in advance of any anticipated absence. For unanticipated absences, a unit member shall report an absence by calling or emailing the immediate supervisor or the supervisor's designee no less than one hour prior to the unit member's first assignment or as soon thereafter as possible.

Members who are absent from work shall communicate with their supervisor regarding whether they will be returning to work the following work day.

A faculty member shall maintain communication with their direct supervisor regarding absences. If a faculty member does not maintain communication with their direct supervisor, discipline consistent with the procedures set forth in Article 25 may be enforced.

It is understood that there may be legitimate reasons and conditions where the faculty are incapacitated in such a way where daily or consistent communication with their direct

supervisor is not possible.

13.4.2 Compensation

A faculty member shall receive no compensation for time absent from regularly assigned duties, except as provided in this Agreement or by order of the Chancellor or designated administrative officers.

13.4.3 Salary Deduction

Salary deduction from accrued leave banks for absences for full-time faculty which are covered by this Agreement shall be computed by the following ratio: Each day of such absence shall result in the deduction of 1/156 of the faculty member's regular salary. For academic associate faculty members, the deduction per hour of absence will be based on the faculty member's hourly rate.

**13.5 ILLNESS, ACCIDENT OR QUARANTINE**

13.5.1 Annual Entitlement

13.5.1.1 Full Time Faculty-Fall and Spring Semester

Each full time faculty member shall be credited with ten (10) days of sick leave to be used for absences due to accident, illness or quarantine each year.

13.5.1.2 Full Time Faculty-Overload, Intersession and All Summer School Sessions

Full time faculty or non-instructional faculty who teach/work overload, intersession, or summer school shall be credited with a proportion of five (5) days of sick leave based on their percentage of load for each of these sessions.

13.5.1.3 Associate Faculty

Associate faculty members shall be credited with the greater of the following:

- a. a proportion of five (5) days of sick leave based on their percentage of load for each semester and for intersession and for each summer school session; or
- b. one hour of paid sick leave for every thirty (30) hours worked.

13.5.1.4 Non Instructional overload and all Associate Faculty sick leave calculation

1. Instructional: weekly contact hours per section x the # of sections = the hours earned per semester, Example: 0.400 lecture FTE (2, 0.200 sections) 3.4 hours per section x 2 sections = 6.8 hours of sick leave earned per semester contract
2. Non-instructional: total hours per semester divided by 16 weeks = the hours earned per semester, Example: 210 total semester hours divided by 16 weeks = 13.13 hours of sick leave earned per semester.

13.5.1.5 Accrual of Sick Leave During Other Assignments

In addition to accrual of sick leave through teaching/non-instructional load, faculty shall accrue sick leave when assigned core duties to their position outside their teaching/non-instructional load. Examples include but are not limited to, assessment placement; program review by associate faculty; curriculum development by associate faculty, grant writing by associate faculty, and part-time program coordination by associate faculty. If there is a question, the colleges are to email the Associate Vice Chancellor of Human Resources who will consult with the AFT 6157 to make a determination on whether sick leave is accrued.

13.5.2 Computation of Sick Leave Deduction

13.5.2.1 Full Time Faculty-Fall and Spring Semester

For full time faculty members, deduction for sick leave will equal the proportion of the total hours assigned for a full week that is determined by comparing the hours missed with the total week's assignment including office hours. In accordance with section 12.6 of the collective bargaining agreement, office hours are adjusted in accordance with instructional load.

13.5.2.2 Full Time Faculty - Overload, Intersession and All Summer School Sessions

In the event that a full time faculty member needs to utilize sick leave during an overload assignment, intersession or summer session, the deduction will be taken from the accrued overload sick leave in an amount equal to the number of hours of the assigned time that is missed. For implementation purposes for full time faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

13.5.2.3 Associate Faculty

For associate faculty members, the deduction of sick leave for each semester and intersession and summer session will equal the number of hours of assigned time that is missed. For implementation for associate faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

13.5.3 Transfer of Unused Sick Leave

A faculty member whose service with the District began on or after September 1, 1965, and who was employed by another California school District for not less than one school year immediately preceding employment by the District, shall have transferred to the District the total amount of unused sick leave to which the faculty member was entitled. This total must be certified, in writing, by an office of the former school district employer.

13.5.4 Compensation

13.5.4.1 Extended Illness

In the event the faculty member experiences a prolonged medical absence from



the District, the faculty may access the following leave in the order specified. First, all sick leave (full time and overload sick leave if working overload) is to be exhausted, then the faculty member may access banked load and finally any excess accrued overload sick leave may be used to continue coverage up until the overload leave is exhausted. After exhausting the above leave, the faculty member may request catastrophic leave (see Article 13.22.3). Catastrophic leave may be integrated with Substitute Differential Leave (Article 13.5.4.2).

13.5.4.2 Substitute Differential Leave

Absence covered by accumulated sick leave shall be at full pay. For full-time faculty members when all sick leave accrued has been used and additional absence is necessary, such absence shall then be covered by substitute differential leave. The faculty member shall be paid the difference between the faculty member's salary and that of the substitute, or the amount that would have been paid had a substitute been hired, until the total absence covers a period of five months of time during which the faculty member would have been required to render service to the District. If no substitute is hired, the pay deducted shall be at the first step of the appropriate lab pro rata rate.

13.5.5 Verification

The District may require physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Such notice may be required after three (3) consecutive days of absence or sooner if a pattern of absences of less than three days continually occurs.

13.5.6 Mandated Quarantine

A. Individual employee quarantine

A faculty member who is directed to quarantine by a the county public health officer due to the employee's exposure to a contagious disease shall receive full salary during the period of enforced quarantine. If the faculty member is not ill, no deduction shall be made from the employee's accumulated days of paid illness absences. A statement from a qualified physician and/or public health authorities relative to the quarantine restrictions shall be required in all cases.

B. Pandemic/Epidemic-Related Quarantines

Section A shall not apply to quarantines that are due to exposure to a contagious disease during a pandemic or epidemic, or that are pursuant to: a) an order to quarantine due to travel; or b) a shelter in place order directed to a group or geographic area. However, in the event of a pandemic or epidemic, the District and AFT shall negotiate over the effects of any quarantine orders on the terms and conditions of employment and may negotiate additional leave rights tailored to the unique circumstances created by the particular pandemic/epidemic.

## 13.6 PERSONAL NECESSITY

### 13.6.1 Duration

In the event of personal necessity, each full time faculty member shall be entitled to the use of up to six (6) days per year of accumulated sick leave for personal necessity. In the event of personal necessity, each associate faculty member shall be entitled to the use of up to 60% of the amount of that semester's sick leave credit for personal necessity.

### 13.6.2 Definition-Personal Necessity shall be defined to include

13.6.2.1 death or serious illness of an immediate family member. "Immediate family member" in this section is defined as the employee's:

- 1) child (biological, adopted, foster, stepchild, legal ward, or for whom the employee stands in loco parentis);
- 2) parent (biological, adoptive, foster, stepparent, or legal guardian of the employee or employee's spouse or registered domestic partner, or individual who stands in loco parentis);
- 3) spouse;
- 4) registered domestic partner;
- 5) grandparent; or
- 6) grandchild.

13.6.2.2 accident involving the faculty members' person or property, or the person or property of an immediate family member; or

13.6.2.3 any other compelling personal need.

Recreational activities do not qualify for personal necessity leave. Personal business that can be reasonably scheduled outside the workday does not qualify for personal necessity leave.

### 13.6.3 Procedure

Notification is required before such absence may be taken except in emergency cases of death, illness, accident or compelling personal importance.

## 13.7 PREGNANCY-RELATED DISABILITY

Employees disabled by their pregnancy, childbirth, or pregnancy-related condition are entitled to unpaid pregnancy disability leave ("PDL") for up to four months. There is no minimum service requirement for employees to qualify for PDL. Available FMLA leave shall run concurrently with PDL Leave. However, CFRA Leave shall not be counted against PDL leave. As such, an Employee who has taken PDL leave will still have twelve (12) weeks of CFRA leave available for parental leave pursuant to Section 13.8, so long as the Employee is eligible for CFRA leave and has not utilized their annual allotment of CFRA leave for another purpose.

### **13.8 PARENTAL LEAVE**

- 13.8.1 Employees may use current and accumulated sick leave for parental leave, up to twelve (12) workweeks in a school year.
- 13.8.2 Employees may use parental leave under this provision and in accordance with Education Code section 87780.1 within the first year of a child's birth, adoption, or placement in the employee's foster care.
- 13.8.3 To the extent a faculty member is eligible for leave pursuant to Article 13.9 – Family Medical Leave Act 1993, the entitlement and use of Parental Leave shall be satisfied by and run concurrently with leave taken pursuant to Article 13.9 - Family Medical Leave Act 1993 and the California Family Rights Act.
- 13.8.4 Sick leave used for child bonding counts as parental leave and as part of the 12 workweeks.
- 13.8.5 If a faculty member does not have enough sick leave accrued for the duration of their parental leave (up to 12 workweeks), the employee may be entitled to substitute differential pay As defined in Article 13.5.4.2. In accordance with Education Code section 87780.1, the faculty member shall be compensated at no less than 50 percent of their regular salary for the remainder of the parental leave if:
  - 13.8.5.1 The faculty member exhausts all sick leave; **and**
  - 13.8.5.2 The faculty member has been employed by the district during the 12 months period prior to taking the leave. This time period does not have to be consecutive; and the employee need not have worked 1,250 hours within the 2 month period.
- 13.8.6 Paid parental leave counts against the 12 workweeks of child-bonding leave under FMLA/CFRA.
- 13.8.7 Faculty members who do not qualify for Parental Leave may use up to 30 days of accrued sick leave for Parental Leave. If a faculty member has fewer than 30 days of sick leave, they may take unpaid leave for the remainder of the 30 days.

### **13.9 FAMILY MEDICAL LEAVE ACT AND CALIFORNIA FAMILY RIGHTS ACT (FAMILY MEDICAL LEAVE)**

- 13.9.1 In compliance with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA), eligible faculty members may take unpaid leave of up to twelve (12) weeks for qualified medical and family reasons, unless otherwise specified. While on Family Medical Leave, faculty members are entitled to District paid benefits as outlined in this section.
- 13.9.2 Family Medical Leave is not an additional leave. This means that the leave is granted only

to ensure a total of 12 weeks of leave with benefits. For example, if a faculty member has taken personal necessity leave of one week for a reason that qualifies for FMLA/CFRA, the Family Medical Leave will run concurrently with the FMLA/CFRA leave.

- 13.9.3 Unless otherwise specified, faculty members who have been employed for at least twelve (12) months without a break in service of 7 years or more and have worked for the District for 1,250 hours within the preceding twelve (12) months are eligible for this leave.

13.9.4 Qualifying Events for Purpose of Family Medical Leave

The conditions for which Family Medical Leave Act or California Family Rights Act leave may be taken are:

- 13.9.4.1 birth or placement of the child with the faculty member for the purpose of adoption or foster care within one year of such birth or placement; or
- 13.9.4.2 the faculty member's own serious health condition that makes the employee unable to perform the functions of the position; or
- 13.9.4.3 a serious health condition of the faculty member or their qualifying relative (the faculty member's spouse or registered domestic partner, or the faculty member's child or parent, grandparent, grandchild or sibling (as these terms are defined by the FMLA and/or CFRA), which requires the faculty member to care for the family member; or
- 13.9.4.4 qualifying exigency leave due to military service as defined by the Family Medical Leave Act; or
- 13.9.4.5 a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, registered domestic partner, child, or parent in the United States Armed Forces.
- 13.9.4.6 military caregiver leave as defined by the Family Medical Leave Act. Faculty members eligible for military caregiver leave are entitled to up to twenty-six (26) weeks of unpaid leave.

13.9.5 Application for Leave

A request for Family Medical Leave must be made in writing by completing the Family Leave application form and submitting it to the Office of Human Resources. (See appendix K). The faculty member must request FMLA/ CFRA leave at least thirty days before the requested start of the leave if the need is foreseeable. If it is not foreseeable with thirty days' advance notice, the faculty member must request the leave as soon as practicable. The completed application must state the reason for the leave and the beginning and ending dates of the leave. The District is entitled to request information regarding the basis for the request, in order to determine whether the leave qualifies under the FMLA/ CFRA.

### 13.9.6 Conditions of FMLA/ CFRA Leave

- 13.9.6.1 A faculty member who requests Family Medical Leave for the member's own serious health condition is required to use all available accrued sick leave and differential concurrently with the use of FMLA/ CFRA leave. A faculty member who requests Family Medical Leave to care for a qualifying relative may choose to use sick leave to cover the requested leave period. At the exhaustion of all above paid leaves, the remainder of the FMLA/CFRA leave will be unpaid. District paid benefits, if applicable, will continue through the duration of the leave on the condition that the faculty member returns to work after the leave or the faculty member's failure to return is based on reasons beyond the employee's control.
- 13.9.6.2 Only one Family Medical Leave may be taken in each twelve month period. This twelve month period is a forward rolling leave calculated from the date on which the last Family Medical Leave started, or in the case of the first leave, the first date on which the faculty member becomes eligible and has a qualifying reason.
- 13.9.6.3 The District may require the faculty member to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the faculty member and the District, may be required at District expense, and the third opinion will be final and binding unless otherwise agreed to by the District and employee.
- 13.9.6.4 Leave taken because of the serious health condition of a faculty member, or qualifying family member may be taken intermittently or on a reduced schedule when medically necessary.
- Leave may be counted in full or partial days or full or partial weeks. Leave taken because of the birth or placement of a child may only be taken intermittently as follows: in two-week minimum increments, and/or two instances of leave of less than two weeks within the 12-week leave period. Any other intermittent or reduced schedule leave must be expressly approved by the Associate Vice Chancellor of Human Resources.
- 13.9.6.5 If both parents work for the District, their leave is limited to a combination of twelve weeks for bonding leave for the qualifying event of a birth, or placement for adoption, or foster care placement. A faculty member's pregnancy disability leave is not deducted from their twelve weeks of CFRA eligibility.

### 13.9.7 Medical Certification Statement

An application for leave based on the serious health condition of the faculty member or the faculty member's qualifying relative as identified in Section 13.9.4.3 must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date of which the health condition commenced, if known,

the probable duration of the condition, and the appropriate medical facts allowed by the law regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the faculty member will be needed to care for the qualifying relative. If leave is for the faculty member's own health condition, certification should also state that the faculty member is unable to perform the functions of his or her own position. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

**13.9.8 Return from or Failure to return from Leave**

The faculty member is expected to return to work on the date stated in the application for leave. If the faculty member wishes to return earlier, both the faculty member's administrator and the Office of Human Resources should be notified at least five (5) days before the faculty member's planned return. Failure to return from leave without notification may be construed as an abandonment of the faculty member's position. The District will require a certification that the faculty member is physically able to return from leave due to the faculty member's own serious health condition. However, if a faculty member returning from Family Medical Leave due to the member's own serious medical condition is unable to perform the essential functions of the faculty member's job because of a physical or mental condition, the District's obligations to that faculty member may be governed by the Americans with Disabilities Act and Fair Employment and Housing Act.

**13.9.9 Reinstatement Rights**

A faculty member on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to an equivalent position, subject to provisions of the Bargaining Unit Contract. A faculty member on Family Medical Leave will not suffer the loss of any other employment benefits that the faculty member earned or was entitled to before using the leave.

**13.9.10 Health Care Benefits (if applicable)**

District paid benefits will continue during the period of Family Medical Leave. If the faculty member does not return from leave and employment is terminated, District paid benefits shall terminate at the end of the month in which the faculty member was last in paid status.

**13.9.11 Coordination with Pregnancy Disability Leave**

Family Medical leave is separate and distinct from disability leave for pregnant faculty members. Pregnant faculty members may be entitled to a disability leave in addition to the Family Medical Leave. An eligible faculty member may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to twelve weeks for a combination of approximately seven months.

**13.10 RETURN TO WORK**

The faculty member who has been out on medical leave because of their own serious health condition shall secure a medical release before being permitted to return to work.

### **13.11 BEREAVEMENT**

- 13.11.1 A faculty member shall be entitled to three (3) days leave of absence, or five (5) days if out of state travel is required, or seven (7) days if travel is required out of the country for the death of any member of the faculty member's immediate family and to such additional days, as the District may allow. For full-time faculty, no deduction shall be made from the salary of such faculty member on account of such leave. The leave shall be taken within one (1) year of the death. Associate faculty members shall be paid for classes or non-instructional time which are scheduled for that associate faculty member during such leave.
- 13.11.2 For purposes of Bereavement Leave, "immediate family" is defined as the faculty member's spouse or registered domestic partner; Parent or grandparent (including stepparent) of the faculty member or their spouse or registered domestic partner; child or grandchild (including stepchild, child for whom the faculty member serves as guardian or in loco parentis) of the faculty member or their spouse or registered domestic partner; sibling of the faculty member; or relative living in the immediate household of the faculty member.

### **13.12 JURY SERVICE**

A faculty member shall receive full pay while serving as a panel member on a jury in a case before a court of law, provided the faculty member signs over and remits all compensation received for such jury duty, exclusive of mileage, to the District. Faculty members called for jury duty shall immediately advise their immediate supervisor so suitable arrangements can be made.

### **13.13 INDUSTRIAL ACCIDENT AND ILLNESS**

#### **13.13.1 Criteria**

If a District-related injury or sickness results in absence of a full-time or associate faculty member, that person is entitled to leave for the duration of the injury as determined by the appropriate medical authority, subject to workers compensation laws. Such leave shall commence on the first day of such absence. Any applicable tenured rights and service credit shall be maintained during the industrial accident and illness leave.

#### **13.13.2 Compensation**

- 13.13.2.1 The District shall, for not more than 60 working days within any one year for the same accident, provide compensation which, added to any disability payments, will equal the faculty member's normal salary.
- 13.13.2.2 Faculty members who have exhausted the 60-day compensated leave shall utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.

### 13.13.3 Allowable Leave

13.13.3.1 Allowable industrial accident and illness leave shall not be accumulated from fiscal year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the faculty member for the same illness or injury.

13.13.3.2 Faculty members who have exhausted the 60-day compensated leave may utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.

### 13.13.4 Exhaustion of Leave

Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided in the Education Code. For purposes of each of these sections, the faculty member's absence shall be deemed to have commenced on the termination date of the industrial accident or illness leave. If the faculty member continues to receive temporary disability indemnity, the faculty member shall elect to take as much accumulated sick leave, which will not exceed the faculty member's full salary when added to the faculty member's temporary disability indemnity.

### 13.13.5 Continuation of Fringe Benefits

Any faculty member assigned more than 60% of a full load and who is on industrial accident or illness leave, whether District compensated or not, shall have the right to continuance of fringe benefit coverage.

## 13.14 PERSONAL BUSINESS

### 13.14.1 Criteria

Personal business leave shall apply when circumstances indicate a faculty member must voluntarily be absent from normal hours of employment. Each full-time faculty member shall be entitled to a maximum of five (5) days of personal business leave each year, subject to prior approval of the Chancellor or designee. The full-time faculty member shall receive the difference between the faculty member's salary and the rate of pay of a substitute, whether or not a substitute was actually hired.

### 13.14.2 Procedure

The full-time faculty member shall indicate the basis of personal business leave in writing to the Chancellor. The Board of Trustees shall regulate and prescribe the manner and proof of need.

## 13.15 MILITARY LEAVE

### 13.15.1 Criteria

Faculty members who are members of any reserve corps of the Armed Forces of the United States, or of the National Guard, or who are inducted, enlisted or otherwise ordered to active



military duty shall be granted such leave, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

13.15.2 Service Credit

Absence on military leave shall not be construed as a break in the continuity of service, but shall not count toward tenure for a contract faculty member.

13.15.3 Compensation

Faculty members on military leave of absence shall be compensated in accordance with USERRA.

**13.16 PROFESSIONAL CONFERENCES OR MEETINGS**

The District may grant a paid leave of absence with travel expenses for attendance at professional conferences, which are beneficial to the District, as determined by the Chancellor and subject to budget allocations.

**13.17 EDUCATIONAL IMPROVEMENT, GOVERNMENT SERVICES, EXCHANGE TEACHING, OR HEALTH REASONS**

13.17.1 Authorization

Leaves for educational improvement, government service, exchange teaching, election or appointment to public service, or health reasons may be granted by official action of the Board of Trustees on the recommendation of the Chancellor. Discretionary leave for health reasons apply only where the employee is not otherwise entitled to leave pursuant to the FMLA/CFRA, FEHA, ADA or other applicable law, in which case the scope of leave is governed by the applicable law.

13.17.2 Compensation/Duration

Such leaves of absence shall normally be granted without pay and shall normally last not less than one (1) semester nor more than one (1) year. An extension of the leave may be granted where completion of the program requires longer than one (1) year and where advantage will accrue to the District. When authorized leave is for exchange teaching, so that the faculty member's normally assigned duties are performed by an individual from another institution, and when the replacing person is being compensated by her/his regular employer, the faculty member will be compensated at the faculty members regular salary.

13.17.3 Credit on Salary Schedule

Leaves of not more than one (1) year for educational improvement, Foreign Service and exchange teaching shall be counted as one year of experience for advancement on the salary schedule. Leaves of one (1) semester shall be credited as one semester for advancement. Discretionary leaves for health purposes, under this section, shall not count for such advancement.

13.17.4 Notification of Intent to Return

In leaves covered in this section, the faculty member must sign an Agreement that the

Chancellor shall be notified in writing not less than sixty (60) days before the end of the semester or by April 1 (December 1 for fall semester leaves) whichever is earlier, of the member's intention to return.

If the Chancellor is not timely notified, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Chancellor will remind the faculty member of this obligation by certified letter to the faculty member's last known address.

### **13.18 LEAVE FOR FACULTY SERVING AS ELECTED OFFICER OF EMPLOYMENT ORGANIZATION**

- 13.18.1 The District shall grant to a full-time faculty member, upon request, a leave of absence without loss of compensation for the purpose of enabling such faculty members to serve as an elected officer of any local community college, District public employee organization, or of any statewide or national public employee organization, with which the local organization is affiliated.
- 13.18.2 The leave shall include, but is not limited to, absence for the purpose of attendance by the faculty member at periodic, stated, special, or regular meetings of the body of the organization on which such faculty member serves as an officer. Compensation during the leave shall include retirement fund contributions required of the District. Such retirement contributions shall include the amount necessary to pay any unfunded liability cost for each such retirement plan. The faculty member shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by Section 22804 of the Education Code. The maximum amount of the service credit earned shall not exceed twelve (12) calendar years. Any faculty member, who serves as a full-time officer of a public employee organization, shall not be eligible for disability benefits under the State Teacher's Retirement System while on the leave of absence.
- 13.18.3 Following the District's payment of the faculty member for the leave of absence, the District shall be reimbursed by the employee organization of which the faculty member is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the faculty member organization shall be made within ten (10) days of receipt of the District's certification of payment of compensation to the faculty member.
- 13.18.4 The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives of an exclusive representative by subdivision (c) of Section 3543.1 of the Government Code.

### **13.19 LONG-TERM LEAVE OF ABSENCE**

- 13.19.1 Authorization  
Long-term leaves of absence may be granted by official action of the Board of Trustees on the recommendation of the Chancellor.

13.19.2 Compensation

Such leaves of absence shall be granted without compensation and shall normally last not less than one (1) semester, nor more than one (1) year. An extension of the leave may be granted upon recommendation of the Chancellor.

13.19.3 Credit on Salary Schedule

Time spent on long-term leave of absence shall not be credited for advancement on the salary schedule.

13.19.4 Notification of Intent to Return

In leaves covered in this section, the faculty member shall sign an Agreement that the faculty member shall notify the Chancellor prior to March 15 (December 1 for Fall Semester leaves) if the faculty member does not intend to return to District employment at the expiration of the leave. Either failure to provide such notice or failure to return shall constitute a breach of contract.

**13.20 CHILD REARING LEAVE**

13.20.1 Upon request the Board shall provide a full-time faculty member who is the natural or adoptive parent an unpaid leave of absence for the purpose of rearing the faculty member's child. Such leave shall be for one (1) full year or one (1) semester if requested by the faculty member) as defined in this article. A faculty member shall notify the Chancellor of the request for leave two (2) months prior to the commencement of such leave. The leave must commence within six (6) months of the birth or the adoption of the child. Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service, but such leaves shall not be credited as time served for the purpose of salary advancement.

13.20.2 A grandparent qualifies for this leave if the grandparent becomes legally responsible for the care and upbringing of a minor child.

**13.21 ELDER CARE LEAVE**

13.21.1 Upon request the Board shall provide a full-time faculty member who is the natural or adoptive child an unpaid leave of absence for the purpose of providing care to elderly or infirm parent(s). Such leave shall be for one (1) full year (or one (1) semester if requested by the AFT 6157 member) as defined in this article.

13.21.2 A faculty member shall notify the Chancellor of the request for leave at least two weeks prior to the commencement of such leave. Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service but such leave shall not be credited as time served for the purpose of salary advancement.

## **13.22 CATASTROPHIC ILLNESS LEAVE BANK FULL-TIME FACULTY AND ASSOCIATE FACULTY WITH SENIORITY REHIRE PREFERENCE (SRP)**

### **13.22.1 California Education Code § 87045**

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the faculty member has exhausted all of the member's sick leave and other paid time off.

13.22.1.1 Immediate family member(s) for the purpose of this policy is defined to include only the following: spouse, domestic partner, children and legal dependents.

### **13.22.2 Basic Provisions**

The following provisions apply to the catastrophic illness leave (CIL) bank available to faculty.

13.22.2.1 Any full-time faculty member with a balance of eligible sick leave credits of twenty five (25) days or more after such donation, may donate days to the bank, up to but not more than fifteen (15) days per year.

Any SRP associate faculty with a balance of 34 hours of sick leave after such donation may donate to the bank, up to but not more than 17 hours per year.

13.22.2.2 Full-time faculty members who donate at least one day each time an official union/district call is made shall be entitled to request Catastrophic Leave for their own personal use. Tenure-track faculty members may participate in CIL, but shall not be required to donate one day of sick leave until they are tenured.

13.22.2.3 SRP Associate faculty members who donate at least 3.4 hours each time an official union/district call is made shall be entitled to request Catastrophic Leave for their own personal use. SRP associate faculty may participate in CIL, but shall not be required to donate 3.4 hours until the fourth semester following the earning of SRP.

13.22.2.4 Any faculty member may receive leave credits from the bank when approved in accordance with the required provisions.

13.22.2.5 There will be no attempt to evaluate a day donated or received on the basis of the pay rate of the donor or the recipient.

13.22.3 Procedure

- 13.22.3.1 The applicant (or agent) for CIL must submit an Application for Leave Request form (see appendix K) in writing to the Associate Vice Chancellor of Human Resources. All requests must be accompanied by a physician's statement which verifies catastrophic illness or injury (as defined above) of the faculty member or the faculty member's immediate family member.
- 13.22.3.2 Both the Associate Vice Chancellor of Human Resources and the President of the AFT 6157 will recommend approval of catastrophic illness leave (CIL) only in the cases of catastrophic illness or injury.
- 13.22.3.3 Every attempt will be made to protect the privacy of the applicant.

13.22.4 Establishing the Bank and Collecting Deposits

- 13.22.4.1 There will be an initial call from the Office of Human Resources/and or the AFT 6157 for donations to establish the bank.
- 13.22.4.2 There will be an annual call for donations, unless the bank has more than ninety (90) days.
- 13.22.4.3 There will be calls for donations when the bank balance falls below forty five (45) days. Payroll Services will notify Human Resource when the balance falls below forty five (45) days, at which time Human Resources and/or the AFT 6157 will send out the call for donations.
- 13.22.4.4 Donations from those eligible to donate will only be accepted during official calls from Human Resources/and or the AFT 6157. The AFT 6157 may determine to suspend the call for donations when the bank reaches a sufficient number of sick leave days.

13.22.5 Eligibility Requirements

To be eligible for CIL, faculty members must have exhausted all accrued sick leave. If an applicant is eligible for differential pay, the leave drawn from the bank will be prorated to bring the faculty member up to, but not over, the member's base salary.

13.22.6 Length of Leave

For full-time faculty the maximum length of CIL is a total of ninety (90) workdays including those which use substitute differential leave (See 13.5.4.2). In extreme cases where additional leave is needed the faculty member may make a request for additional days to the Associate Vice Chancellor of Human Resources and the AFT 6157 President.

For SRP associate faculty the maximum length of CIL is a total of two semesters. Leave shall be based on (1) scheduled load or (2) SRP level when no load is assigned. In extreme cases where additional leave is needed, the associate faculty member may make a

request for one (1) additional semester to the Associate Vice Chancellor of Human Resources and the AFT 6157 President.

13.22.7 Donation Process

13.22.7.1 A written Donation of Sick Leave form must be submitted and signed by the donor. (See appendix K)

13.22.7.2 Donation forms should be submitted to the Payroll Services Office.

13.22.7.3 Donated leave becomes the property of the bank until authorized for allocation by the Associate Vice Chancellor of Human Resources, and under no circumstances will donated leave be returned to the donor. Donations are completely voluntary.

13.22.8 Termination of Catastrophic Leave

CIL terminates, and any remaining donated sick leave is returned to the bank, when:

13.22.8.1 The recipient terminates employment with the District.

13.22.8.2 The need no longer exists based on physician's recommendation.

13.22.8.3 The bank runs out of donated sick days.

## ARTICLE 14

### SABBATICAL LEAVE

#### 14.1 GOALS AND OBJECTIVES

- 14.1.1 Sabbatical leaves are encouraged and may be granted to full-time faculty members 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 growth 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.
- 14.1.2 The District and the AFT 6157 recognize that sabbaticals ensure and enhance the instructional integrity of programs offered to our students. Accordingly, the District and the AFT 6157 agree that the Professional Recognition Committee, (PRC) as constituted in Article 10, shall review applications and conduct interviews in a manner that respects the professionalism of the applicant while ensuring the validity of the proposed project for sabbatical leave.
- 14.1.3 When members of the PRC are in disagreement among themselves over the approval of a sabbatical request, they will meet with the faculty member to gather information and/or clarification which will assist them in making an unbiased recommendation. In performing their many duties, the PRC will grant fair, impartial and equal treatment to all candidates.

#### 14.2 ELIGIBILITY

A faculty member will be eligible to apply for sabbatical leave for the next academic year, if the year in which the faculty member applies is the faculty member's sixth (or more) consecutive year of full-time service for the District.

- 14.2.1 Leaves of absence granted by the Board of Trustees shall not be deemed a break in service. The period(s) of such absences, however, shall not be included as service in computing the six (6) consecutive years of service required by this section.

#### 14.3 NUMBER OF SABBATICALS

The number of the full-time faculty members on sabbatical shall not exceed the equivalent of 4% of total full-time faculty or ten (10) full-time faculty whichever is higher and shall be offered to eligible applicants whose leave applications are recommended by the PRC for approval by the chancellor and the Board of Trustees.

#### 14.4 APPLICATION AND RECOMMENDATION PROCESS

- 14.4.1 Application for sabbatical leave shall be submitted on forms developed by the Recognition Committee and approved by the AFT 6157 and the District. Completed applications must be filed in Human Resources by November 1 of the year preceding the fiscal year for which the sabbatical is to become effective. No more than two applications per year shall be submitted

by any one person.

#### 14.4.2 Procedures

- 14.4.2.1 Application for sabbatical leave shall be submitted to the Dean for comment and signature with sufficient time to comply with the deadline date of filing with Human Resources by November 1.
- 14.4.2.2 If the Dean has concerns or comments, these should be presented in writing and discussed with the applicant. The applicant may amend the application to address the Dean's comments or concerns and may resubmit the amended version to the Dean. If discrepancies and/or disagreements are resolved, pertinent comments shall be removed and shall not be passed beyond this point.
- 14.4.2.3 The Dean shall forward the sabbatical application to the President for review and signature. If the President has concerns or comments, the President shall notify the Dean and the applicant in writing, and give the applicant an opportunity to amend the application to address these comments and concerns. If the applicant then chooses to amend the application, and the President's comments and concerns are resolved; such comments shall not be passed beyond this point. The applicant will then resubmit the application to the President for signature. However, this must be done by the November 1 deadline for filing in Human Resources. If the applicant chooses not to amend the application to address the President's comments or concerns, the President will sign the application and send it to PRC with his/her comments.
- 14.4.2.4 The PRC shall review each application and accompanying documentation, if any, and interview all applicants. Based on the results of the review and interview, the PRC shall forward a written recommendation to the Chancellor. If the PRC recommends denial of an application it shall state in writing specific reasons for doing so and shall send a copy of the denial to the applicant.
- 14.4.2.5 The Chancellor shall review the application and accompanying documentation and may interview the applicant. Based on the merits of the application and the recommendation of the PRC, the Chancellor may add and submit recommendations and forward them with the application and the PRC recommendation to the Board of Trustees.

### 14.5 AUTHORIZATION

Board actions on sabbatical applications are to be taken no later than the first meeting in February. In the event that an approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized, up to March 1 of the year preceding the fiscal year in which the sabbatical is to be taken.



## 14.6 SERVICE OBLIGATION

Recipients of sabbatical leaves shall contract to serve the District for twice the period of leave in full time service. The grantee shall indemnify the District against loss in the event of failure twice the period of leave in full time service after return from the sabbatical by executing a contract in a form approved by the Board of Trustees binding the faculty member to return for twice the period of leave in full time service.

## 14.7 REPORTS

14.7.1 Reports are required in order to satisfy the conditions under which sabbaticals are granted. Failure to submit the reports to the PRC may result in loss of the sabbatical leave, the cessation of salary payments, and/or recouping of payments already made.

### 14.7.1.1 Interim Reports

The District shall require an interim report at the midpoint of each semester on the faculty member's progress in fulfilling the sabbatical obligation. This report may be oral or written based on the judgment of the PRC. Any significant changes in the approved sabbatical activities must be submitted to the PRC for approval prior to implementation. A faculty member who is notified that the sabbatical payments are to be discontinued may return to work if the faculty member's position has not been filled.

### 14.7.1.2 Oral Report

An oral presentation to faculty, students, and/or the community regarding the completed report is required in order to communicate to the college community the concomitant benefits of the leave. It is the faculty member's responsibility to arrange for an oral presentation and to notify the PRC. College or university work taken as part of the sabbatical program shall be referenced in the report and verified by official transcripts sent directly to Human Resources by the conferring institution.

### 14.7.1.3 Written Report Upon Completion of the Sabbatical Leave

Faculty members returning from sabbatical leave shall be required to submit a written report to the President (or designee) and to the PRC by the end of the first returning semester. The report shall describe in detail the learning activities that took place during the sabbatical leave, the benefits accrued to the faculty member and to the District, and that the approved sabbatical plan was completed in its entirety. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report and verified by official transcript sent directly to Human Resources by the conferring institution. All required written reports shall be presented in a professional format, style, and content which reflect college level standards. The PRC will develop standards and procedures for the preparation of sabbatical reports and will submit them to the District and the AFT 6157 for approval.

- 14.7.1.4 The PRC shall review the written report and shall forward a recommendation to the Chancellor for approval or rejection based upon whether the sabbatical recipient successfully fulfilled all of the requirements of the sabbatical agreement.
- 14.7.1.5 If the PRC rejects the report, they shall meet with and advise the faculty member of their decision. After consultation with the faculty member, the PRC shall set forth the reasons for rejection in writing together with specific recommendations for satisfactory completion of the sabbatical obligation. The faculty member shall, no later than thirty (30) days after receipt of the rejection notice, submit a revised report to the PRC and to the President of the college.
- 14.7.1.6 The President and the PRC, independently, shall review the revised report. If both accept the revisions, the PRC shall forward its recommendation to the Chancellor. If either the President or the PRC does not accept the revisions, both parties shall meet to try to achieve consensus. If consensus is achieved, the recommendation shall be forwarded to the Chancellor. If there is no consensus, the parties shall both state their reasons in separate documents and will forward their recommendations to the Chancellor. Both the President and PRC shall provide a copy of these documents to the faculty member.
- 14.7.1.7 The Chancellor shall review the recommendations submitted by the PRC and the President if appropriate, and accompanying documentation.
- 14.7.1.8 If, the applicant's sabbatical report is rejected, the faculty member may request to meet with the Chancellor within 10 days to appeal this decision. The Chancellor may accept the appeal or not. If the Chancellor does not accept the appeal, upon approval of the Board of Trustees, the District may pursue available legal means to recoup the funds paid to the faculty member while on sabbatical leave.

## 14.8 GRADES

- 14.8.1 Successful completion of an academic activity during a sabbatical shall normally be demonstrated by a grade "B" on an individual course or a "B" point average on more than one course. Exceptions may be considered when an academic institution grades on a "pass/fail" system or when a grade other than "B" is declared as the normal qualifying grade by the conferring institution in a specific academic activity.
- 14.8.2 A faculty member who does not achieve "B" or "Pass" or "Qualifying" grade, as applicable, may be permitted to take the course or courses within the next academic year unless circumstances develop beyond the control of the faculty member that would prevent such completion. In that instance, the faculty member and the PRC shall come to an agreement on a reasonable alternative.

## 14.9 COMPENSATION

- 14.9.1 Salary Rate  
Sabbatical leaves may be arranged for one (1) year with a grant equal to 100% of the

basic annual salary; or arranged for one (1) semester with a grant of 100% of one-half year's salary to be effective for those applicants chosen for sabbaticals.

14.9.2 Salary Basis

While on sabbatical leave, the salary the faculty member would have received if the faculty member had been in regular service shall be the basis for computing the faculty member's compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

14.9.3 Credit on Salary Schedule and Benefits

Time spent on sabbatical leave shall be credited for salary increment and for District benefits, including longevity requirements.

14.9.4 Credit for Movement Across the Salary Schedule and for Professional Development Steps

Movement across salary classes and movement for professional development steps is based on continuing educational development of the faculty member including education obtained while on sabbatical.

14.9.5 Extra/Overload

Faculty on sabbatical leave may not engage in any other extra non-instructional or teaching assignments for additional compensation within the San Jose Evergreen Community College District beyond a 100% load. Faculty may use available banked overload to increase their salary to up to 140%.

**14.10 ILLNESS, INJURY OR DEATH**

14.10.1 In the event that injury to, or illness of the faculty member during the sabbatical leave prevents completion of the requirements of the leave, the sabbatical leave will be terminated and provisions for sick leave shall apply. If death occurs prior to the return to service to the District, no repayment of salary shall be required.

14.10.2 If upon return to service and prior to completion of the two obligatory years of service, should there be an illness or injury qualifying the faculty member for disability retirement, such illness or injury shall exempt the faculty member from further obligations relative to that sabbatical.

**14.11 REINSTATEMENT**

Upon return to service after a sabbatical leave, a faculty member shall be reinstated to the position held at the time leave was granted or to a comparable position, subject to provisions of law, i.e., seniority, layoff procedures.

**14.12 SCHEDULE**

A sabbatical leave may be arranged to begin in the fall semester and continue through the spring semester, or it may begin in the spring semester and continue through the fall semester. Any two (2)

consecutive semesters shall constitute one (1) year of leave.

#### **14.13 COMPLIANCE WITH CONTRACT**

All procedures developed by the PRC to implement this article shall be submitted to the District and the AFT 6157 for approval. If any procedures are not in compliance with this Agreement, they shall be discussed with the Committee. If the matter cannot be resolved, the District and the AFT 6157 shall meet to resolve the dispute.

#### **14.14 STATUTORY REQUIREMENTS**

All provisions pertaining to sabbatical leaves shall conform to statutory requirement.

## ARTICLE 15

### OVERLOAD

#### 15.1 VOLUNTARY NATURE OF OVERLOAD

- 15.1.1 All overload service (anything over 1.0 load) service shall be voluntary whether it occurs within or outside of the academic semesters of the 156\* day academic calendar.
- 15.1.2 However, when such work is necessitated or expected by virtue of job requirements by District policy, by state mandate, appointment to committee work, and is/or assigned by an administrator outside the academic semesters of the 156\* day academic calendar, then members shall be compensated according to the applicable provisions of this article related to payment for overload.
- 15.1.3 The District shall notify all eligible members of opportunities for overload and shall ensure that said opportunities be rotated among eligible members in accordance with priority of assignment as specified in 15.2 and 15.3.3.

#### 15.2 OVERLOAD WITHIN ACADEMIC SEMESTERS OF 156\* DAY CALENDARS

- 15.2.1 Full-time unit members' overload assignment for compensation and/or overload banking shall be based on a separate contract which shall normally be limited to 6 (six) units or 40% of a full load. Exceptions to this maximum overload shall be negotiated with the AFT 6157.
- 15.2.2 Overload within the academic semesters of 156\* day calendar shall be paid on the pro rata associate salary schedules D-1, D-2, or D-5.
- 15.2.3 Priority of Assignment for Overload within Academic Semesters of 156\* Day Calendar. Faculty shall be selected and assigned at a college on the following priority basis:
- 15.2.3.1 Full-time regular academic staff from home campus;
- 15.2.3.2 Full-time regular academic staff from the other District campus (es);
- 15.2.3.3 Temporary full-time contract academic staff.

#### 15.3 OVERLOAD ASSIGNMENT OUTSIDE THE ACADEMIC SEMESTER OF THE 156\* DAY CALENDAR

##### 15.3.1 Instructional Faculty

##### 15.3.1.1 Compensation

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\* (hours shall be based on those hours defined in the previously used 175 day calendar)

Full-time faculty shall be paid from the Intersession and Summer Pro-Rata Salary Schedule (Appendix D-3, Lecture, and Appendix D-4, Lab) for any instructional assignment made outside the 156\* days as defined by the 156\* day academic calendar in effect at that time.

This schedule applies to pre-summer and summer sessions and all instructional assignments outside the 156\* day calendar, to the maximum of 40% annually. Instructional overload assignments over the 40% annual maximum will be paid at the faculty member's placement on the Associate Faculty Pro Rata Salary Schedules (Appendix D-1, Lecture, and Appendix D-2, Lab).

15.3.1.2 Load Limits

Load limits for faculty who teach summer and/or winter intersession shall be limited to a total of 80% per session.

15.3.2 Non-Instructional Faculty Overload Outside Academic Semester of 156\* Day Calendar

Payment

Unit members shall be paid at the non-instructional hourly rate (Appendix D-5) for service provided outside of the academic semesters.

15.3.3 Priority of Assignment for Overload Outside of Academic Semesters

- 15.3.3.1 Contract or regular faculty members from the discipline and home campus who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.2 Contract or regular faculty members from the discipline and home campus who were employed during the preceding summer and/or winter intersession;
- 15.3.3.3 Contract or regular faculty members from home campus who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.4 Contract or regular faculty members from home campus who were employed during the preceding summer and/or winter, sessions.
- 15.3.3.5 Contract or regular faculty members from the other District campus(es) who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.6 Contract or regular faculty members from the other District campus(es) who were employed during the preceding summer sessions/and or winter intersession.

Faculty in their first year of employment with the District shall be placed at the bottom of the rotation.

For the purposes of this section "discipline" is defined as the department where the faculty member either receives his or her 1.0 equivalency load or the majority of the load if he or she teaches in more than one department. Majority of the load shall be defined as 50% or greater of a load.

## 15.4 BANKING OF OVERLOAD FOR PAID LEAVE

### 15.4.1 Banking Overload

Full-time unit members may accumulate credit toward paid leave for any instructional overload assignment within or outside of the academic calendar by banking overload in lieu of overload compensation. The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load.

15.4.1.1 Using form(s) supplied by the District, the faculty member shall select an irrevocable option for any overload assignment for the next academic session to either be paid during the academic session or bank the time to be used at a later date.

15.4.1.2 If no form indicating an irrevocable option is submitted prior to the commencement of an overload assignment, then for that faculty member, that overload will be paid at the prescribed rate and no banking will be allowed.

15.4.1.3 The form(s) shall also allow the faculty member to indicate a desire to use some or all of the banked overload in the subsequent academic session. If no form is submitted prior to the dates stipulated in Article 15.4.2, then no paid leave will be allowed for that academic session.

15.4.1.4 Cashing out of any or all banked overload will be allowed subject to the guidelines specified in Article 15.4.4.

### 15.4.2 Applying Banked Overload to Leave

Banked instructional overload shall be applied to leave in full unit increments of full course loading. Faculty may apply any full unit portion of banked overload to partial or full semester assignments. Faculty may perform additional overload service for compensation according to provision 15.2 of this article but they may not bank overload during leave. The loading formula in effect at the time leave is taken shall apply to usage of banked overload. While on leave, the faculty member shall be paid according to the full time salary schedule (Appendices C-1, C-2) in effect at the time of the leave for the percentage of load to which the banked leave is applied.

#### 15.4.2.1 Requesting Leave (Form – Appendix R)

Faculty who wish to apply banked overload to a leave must submit to the appropriate Dean a written request (See Appendix R for form) for use of banked overload, which must be done by April 1 for leave in the fall semester and by November 1 for leave in the spring semester.

15.4.2.2 Requests by the faculty member for use of banked overload as fill-in for underload must be made within one week of the time the faculty member learns of the underload or prior to the beginning of the semester in which the underload is being taught whichever is later.

- 15.4.2.3 In any case, requests must include the portion of banked overload to be applied to the leave.
- 15.4.2.4 Such requests may be granted only if District programs can operate satisfactorily in the faculty member's absence. This determination shall be made by the responsible administrator. If, for any reason, a faculty member is unable to take an approved leave as defined in this article, a new leave request must be submitted for approval of any subsequent leave.
- 15.4.2.5 Tenure track faculty shall not be eligible to take banked leave in the first two contract years of employment. During the third and fourth years of contract employment tenure track faculty shall be eligible to take banked leave not in excess of 40%. Exceptions may be granted on a case-by-case basis upon approval by the dean. The decision to approve or not approve such leave is within the sole discretion of the District and is not subject to the grievance process. A tenure track faculty member who is on a work improvement plan shall not be eligible to take banked leave in any amount during the tenure review period.

15.4.3 Limits on Leave

Normally no more than 25% of full-time faculty per campus discipline shall be on leave during a semester. For disciplines with less than four full-time faculty, the applicable percentages shall be as follows:

- 33% for 3 to 3.99 full-time faculty members
- 50% for 2 to 2.99 full-time faculty members
- 100% for 1.99 or less full-time faculty members

If more than twenty-five percent (25%) of a campus discipline apply for earned leave at the same time, leave will be granted according to seniority among members who have not taken an earned leave within the past five (5) years.

15.4.4 Cashing Out Banked Overload

- 15.4.4.1 The Faculty member shall not be entitled to cash out banked overload except under one of the following circumstances:
  - 1. Retirement;
  - 2. Medical disability as defined in IRS Code Section 72(m) (7);
  - 3. Sabbatical – not to exceed 40% Load
  - 4. Termination;
  - 5. Death;



6. Uninsured loss of real property in excess of \$10,000; or
7. Medical emergency causing documental costs in excess of \$2,000 resulting from unpaid leave, loss of overload pay, or uninsured medical costs;
8. Expiration of the five (5) year banking period (see 15.4.7.2).

15.4.4.2 When a faculty member is paid for accumulated banked overload (known as “cashing out”) the rate of pay shall be at the step/placement in effect at the time credit was earned but the rate of pay in effect for that step/placement at the time paid.

15.4.4.3 Banked overload that is cashed out shall be calculated as follows:

1. Percent of banked overload of semester FTE times load times pro rata pay rate (Appendix D-1, D-2, D-3, or D-5) effective at time the overload is paid but at the step/placement when overload credit is earned.
2. For banked overload earned at the summer, cashing out shall be computed using the appropriate formula times the pay rate in effect when the credits are paid but at the step/placement at which the credits were earned.

15.4.4.4 A faculty member wishing to cash out (under 15.4.4.1, numbers, 2, 4, 5, and 6) must submit a written request to Human Resources. When a full-time unit member leaves the employment of the District, any unused banked overload shall be paid as described herein.

#### 15.4.5 Record Keeping

Banked time shall be tracked by District Human Resources. Human Resources shall issue an annual statement by June 30 to each faculty member with a banked load balance and earned dates.

#### 15.4.6 Reserve Funds

When the option to bank overload is exercised, an amount equal to the hourly compensation to be earned by the full-time unit member shall be placed in a separate reserve fund which will be used only to pay associate faculty replacements when the faculty member uses banked time or to cash out unused banked overload. All interest earned on this reserve shall remain in that fund to offset the increases in hourly pay rates over time.

#### 15.4.7 Other Conditions

15.4.7.1 Leaves taken under this article shall have no impact on any other provisions of the collective bargaining agreement. Such leaves shall not constitute a break in service, and all benefits of this contract shall continue to accrue during leaves for banked overload.

- 15.4.7.2 Any banked time must be used within the five (5) year period following the academic year in which it was banked. For purposes of this section, summer school courses shall be considered part of the academic year in which the courses end. Any banked overload not used in that five (5) year period, will automatically be paid to the faculty member as described in Article 15.4.4 on the last regular payroll of the five (5) year period on May 31st. Once a faculty member has accumulated one semester FTE in the overload bank, any additional overload assignment shall be for normal overload compensation.
- 15.4.7.3 Overload may be banked in one hour increments for instructional assignments or in 5% FTEF increments for non-instructional assignments. 20% FTEF is the maximum that may be banked in any semester, and 40% is the maximum that may be banked in any summer session up to a maximum of 60% per fiscal year.

#### BANK LOAD ACCRUAL INCREMENTS

1 HOURS INCREMENT = FTE LOAD LECTURE: 0.0667 LAB: 0.050

#### NON-INSTRUCTIONAL ACCRUAL INCREMENTS

<u>FTE</u>	<u>TOTAL HOURS</u>
0.050	26.25
0.100	52.50
0.150	78.75

The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load. When the overload banked percentage reaches 90%, the faculty member shall be allowed to bank in any increment.

- 15.4.7.4 Any faculty member with an underload on the books related to regular contract loading may not bank overload assignments until the underload is made up.

## ARTICLE 16

### TRANSFERS

#### **16.1 PURPOSE OF TRANSFERS**

Voluntary transfers provide opportunities for faculty to: renew themselves in a different environment; understand more fully different approaches to delivering student instruction and service; and foster a spirit of cooperative effort and interchange between our District colleges. Transfers also provide the District with an opportunity to benefit from improved morale and cooperative approaches to planning and problem solving at low or no cost.

#### **16.2 DEFINITION OF TRANSFER**

For purposes of this Article, a transfer is any relocation of a unit member from one work assignment to another assignment within the same college or from one college to another. Transfers may occur for partial or full loading of a unit member. Three types of transfers exist:

- a. Self-initiated (voluntary)
- b. Exchange (voluntary)
- c. Management-initiated (involuntary)

16.2.1 Tenured faculty transferring to another discipline will retain tenure. The Dean, at his or her discretion, has the right to require an evaluation during that first year and establish an Evaluation Committee (EC) in accordance with the process as described in Article 22.

#### **16.3 TRANSFER RESPONSIBILITY**

Authority for making voluntary and involuntary transfers is vested with the college Presidents. Seniority of unit members shall be given special consideration.

#### **16.4 SELF-INITIATED (VOLUNTARY) TRANSFERS**

Self-initiated transfers may occur in two ways:

16.4.1 A tenured faculty member may request a voluntary transfer to the other college for partial or full work load by filing an appropriate written request with the President of the college to which the unit member wishes to be transferred with a copy of the request to the President of the campus to which the unit member is assigned. If a vacancy occurs on the campus to which transfer is requested during the academic year in which the request was submitted, or for the subsequent fall semester following the request, the unit member shall be considered for the vacancy before any new applicants for the position are sought.

Tenure-track contract faculty in their 4<sup>th</sup> contract year of service have the right to request and be considered for a voluntary transfer for the following year. Tenure-track contract faculty tentatively selected for transfer will be provided a tentative offer subject to tenure approval by the Board of Trustees. If tenure is not approved, the tentative offer will be rescinded.

16.4.2 Prior to the public announcement of any full-time faculty openings, the District shall electronically notify full-time faculty and the AFT 6157 10 working days before the position opening is advertised to the public.

16.4.2.1 A tenured faculty member may request transfer to a vacant position by submitting a request with a brief letter of interest to the president where the position is located.

16.4.2.2 If a vacancy occurs outside of the academic calendar days, notification of the opening shall be posted electronically to full-time faculty and the AFT 6157 for 15 working days.

16.4.2.3 Transfer request(s) shall be submitted to the appropriate college president. A transfer requires the approval from the President. The president shall meet with the faculty member requesting a transfer. The president may request additional documentation.

Current faculty members who meet the minimum qualifications for the particular assignment shall be assessed on the basis of the job announcement. Desirable or preferred qualifications shall also be considered but shall not be used for the purposes of discouraging qualified applicants.

16.4.2.4 If the unit member is not selected for the requested transfer position, the basis for non-acceptance shall be explained in writing to the faculty member.

## **16.5 EXCHANGE TRANSFER (VOLUNTARY)**

16.5.1 An exchange transfer is a mutual agreement on the part of two full-time faculty members to exchange positions for a specified period of time which shall be no less than the equivalent of one semester. Exchange transfers may be for partial or full loading, and if for partial loading, there shall not be any compensation under provisions related to mileage (Article 4). Faculty who initiate an exchange transfer must each set forth, in writing, the reasons for their request and the benefits which are expected to accrue from it.

The request shall be presented to each faculty member's Dean at least eight (8) weeks prior to the effective date of the requested transfer. Faculty requesting exchange transfers must meet the approved minimum qualifications for the desired positions.

16.5.2 The Dean or appropriate administrators shall immediately inform other faculty members of the disciplines(s) in writing, about the request for exchange. Unless the request for transfer is contested by discipline faculty or administrator for valid reasons, both administrators shall forward their recommendation for approval to the college Presidents.

16.5.3 In cases where the transfer is contested, the Dean shall convene an Exchange Transfer Committee consisting of:

16.5.3.1 Two (2) full-time discipline faculty, whenever possible, from each of the two campuses

16.5.3.2 One (1) member of the Diversity Advisory committee from the campus not contesting the transfer.

16.5.4 Administrators and faculty who choose to serve on an “Exchange Transfer Committee” shall be well versed on aspects of fairness and equal opportunity prior to deliberating on the request for transfer. All deliberations shall focus on existing approved minimum qualifications for the positions. The committee shall attempt to reach consensus on its recommendation and shall submit it, in writing, to the Presidents of the colleges with copies to the exchange candidates. When denial of the request is recommended, specific references shall be made to criteria for the assignment which were not met.

## **16.6 NON-CONCURRENT COMPENSATION FOR VOLUNTARY TRANSFERS**

A voluntary transfer assignment for partial load shall not include compensation under the provisions related to mileage, Section 4.8.

## **16.7 MANAGEMENT-INITIATED TRANSFERS**

Involuntary transfer shall not be affected for disciplinary reasons nor shall they be affected arbitrarily or capriciously. Management-initiated transfers may occur as follows:

### **16.7.1 Reduction-in-force**

When a transfer is necessary to avoid a layoff under reduction in force, it shall be affected in accordance with the provisions of the Education Code.

### **16.7.2 Reduction in Program**

When a program is reduced at one college and vacancies in the program exist at the other college, the District shall transfer qualified personnel to the vacant position(s).

### **16.7.3 “Best Interest” of the District**

Management-initiated transfers for any other reason deemed in the best interest of the District shall be made in consultation with the AFT 6157 President.

### **16.7.4 Qualified Volunteers**

Prior to initiating an involuntary transfer, the District shall seek out qualified volunteers who shall be transferred according to highest seniority. If no qualified volunteers are found, the transferee shall be the qualified person with the least seniority. This section shall be subject to Section 16.7.3.

### **16.7.5 Written Notification**

The District shall provide written notification of all management-initiated transfers to the AFT 6157 at the time of notification to the unit member. Normally, notice of the transfer and the reasons for it shall be given to the unit member, in writing, thirty (30) days prior to the effective date of transfer.

16.7.6 Right of Claim to Return to Campus of Origin

16.7.6.1 If a unit member has been involuntarily transferred to the other college, that member shall have first right of claim on any position opening for which the faculty member is qualified at the college from which the member was transferred. If the offer of transferring back to the original campus is made, and the faculty member refuses the transfer, the opportunity for first right of claim is lost for future openings.

16.7.6.2 Any recipient of a management-initiated transfer remains eligible for voluntary transfer; self-initiated or exchange, back to the campus of origin.

**16.8 DISTRICT PROGRAMS**

A “District Program” is one where instruction is presented at both colleges but is managed by one college. They are established with the consensus of the faculty and administration of both colleges. Examples of current District programs include Administration of Justice, Drafting, Electronics and Music.

**16.9 COMPLETION OF FULL LOAD**

Faculty assigned to more than one District location in order to complete a full annual load shall not be considered to be transferred under the provisions of this article.

## ARTICLE 17

### BENEFITS

#### **17.1 BENEFIT COVERAGE**

Full-time (1.00 F.T.E.) faculty members in a permanent contract position shall receive full faculty member and eligible dependents' benefits.

Full Time Faculty Working Less than 100%: A faculty member with return rights to a permanent contract position, who is employed with a load of 50% or more, but less than a full load of 100%, shall receive fully paid employee benefits (at 100% for self), and shall pay the pro-rata cost for benefits of eligible dependent(s) if elected. (see Article 17).

(Example: A faculty member working 75% shall receive fully paid benefits for self; and shall pay 25% of the cost of dependent benefits).

17.1.1 Benefits for eligible faculty members shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Matters within the scope of negotiations related to selection or change of providers and coverage shall be negotiated with the AFT 6157. The District shall advise the AFT 6157 at least two (2) weeks prior to any changes outside the scope of negotiations.

17.1.1.1 Eligible Dependents Only- Medical, Dental, Vision & Employee Assistance Plan  
Eligible dependent is defined as the faculty member's spouse, domestic partner or child up to the age of 26 (subject to the eligibility provisions of our contract with Self-Insured Schools of California (SISC)).

#### 17.1.2 Medical Benefits

The District shall provide for each eligible faculty member and the member's eligible dependents one of the following medical benefit programs: Kaiser Permanente Medical Plan or Anthem Blue Cross PPO.

#### 17.1.3 Dental Benefits

The District shall provide a dental care plan for the eligible faculty member and the member's eligible dependents.

#### 17.1.4 Vision Care Benefits

The District shall provide a vision care plan for each eligible faculty member and the member's eligible dependents.

#### 17.1.5 Life Insurance

The District shall provide a group term life insurance program for its faculty member and dependents. The District makes available a supplemental plan for purchase for the faculty member and their dependents.

Eligible dependents include the faculty member's spouse, domestic partner (subject to the eligibility provisions in the summary plan document) or unmarried child under the age 21, 23 if a full-time student at an accredited institution.

17.1.6 Disability Insurance

The District shall provide a disability plan for each eligible faculty member.

17.1.7 Employee Assistance Plan

The District shall provide a faculty member assistance plan for each eligible faculty member and the member's dependents.

17.1.8 Flexible Spending Account

Faculty members may participate in an IRC Section 125 plan.

## 17.2 HEALTH AND WELFARE BENEFITS

The District shall contribute to the following benefits an amount not to exceed (in annual cost) the current fixed rate.

17.2.1 Health and Welfare Benefits: 4-Tier Annual Rates

The District shall contribute to the benefit plans as listed in Appendix S.

17.2.2 SISC Joint Powers Authority

Pursuant to agreement reached between the District and AFT 6157, as of July 1, 2018, all faculty members moved to participation in the SISC III JPA for medical benefits (Kaiser and Blue Cross) effective July 1, 2018, except members who opted to continue their waiver, as described in section 17.5 All new eligible members shall have 30 days from their date of hire, to indicate their preferred SISC approved plan. Any employee who does not select and enroll in one of the SISC plan options within 30 days shall be placed in the least expensive available plan.

Medical Benefit Plans

Faculty may choose between two plan offerings and may elect to change plans each year during open enrollment.

Anthem Blue Cross – SISC 100-B \$10 Anthem Classic PPO per Summary of Benefits description.

Kaiser Health Plan – Kaiser Permanente Traditional Plan \$10 DOV 10 100 DayRX (SISC) per Disclosure Form.



### 17.3 EMPLOYEE LIFE INSURANCE CONTRIBUTION

District contribution: \$159.12 per year.

Death benefit calculation shall be based on age and salary as follows:

Under 50 – 150% of salary  
Age 50 but less than 55 - 100% of salary  
Age 55 but less than 60 – 100% of salary  
Age 60 but less than 65 - 50% of salary  
Age 65 but less than 70 - 25% of salary  
Age 70 but less than 75 – 25% of salary  
Age 75 & older - 20% of salary

#### 17.3.1 Dependent Life Insurance

Dependent Death Benefit:

Over age 6 months	\$1,500.00
Age 0-6 months	\$100.00

### 17.4 LONG-TERM DISABILITY INSURANCE

The District's benefit is 66 2/3% of the faculty member's salary, to a maximum payment of \$5,000 per month, for a qualifying disability. Such benefit shall begin on the 91st consecutive day of total disability or after the expiration of accumulated sick leave, whichever occurs last. In the event the disability is a result of work-related injury, entitlement to long-term disability benefit shall be reduced by the amount of Workers' Compensation benefit received. The qualifying long-term disability benefit provided under this section shall be payable in accordance with the effective Group Plan Benefit.

### 17.5 HEALTH BENEFIT WAIVER

As of July 1, 2018, with the implementation of the District's contract with the Self-Insured Schools of California (SISC), health waivers will no longer be offered to District employees eligible for health & welfare benefits. SISC requires 100% participation of eligible full-time employees.

However, those employees who were participating in the Health Benefit Waiver as of June 30, 2018 were permitted to retain their Health Benefit Waiver benefit in the pro-rated annual amount of \$3,500 to a tax-sheltered annuity plan such as the District's 403B or 457 plans.

In the event that an eligible member who retained the member's Health Benefit Waiver experiences a loss of their other individual coverage, the member shall enroll in a SISC approved plan within 30 days of the loss of coverage. In the event that an eligible member experiences any other qualifying event, such as a change in family status, the faculty member may, within 30 days from the qualifying event, enroll in a SISC approved plan. If the faculty member fails to enroll within the specified time period, the faculty member must wait to the next Open Enrollment period. Once an employee cancels their Health Benefit Waiver and enrolls in a District medical plan, they shall not be permitted to switch back to the Health Benefit Waiver at a later date.

## **17.6 WORKERS' COMPENSATION**

Faculty members are protected under provisions of the State Workers' Compensation Insurance Law. Injuries must be reported within 24 hours by the faculty member to her/his supervisor or to the Benefits Coordinator in Human Resources. The Supervisor shall file the report with the Office of Human Resources.

## **17.7 BENEFITS DURING UNPAID LEAVES AND UNAUTHORIZED ABSENCES**

Benefits paid by the District are in effect only when a faculty member is in approved District paid status. During unpaid leaves of absence or unauthorized absence, the District shall not contribute toward the cost of any benefit except those mandated by state and federal law. A faculty member on authorized unpaid leave of absence may continue coverage by paying monthly or quarterly in advance to the District the full cost of premiums. The faculty member shall submit payment within 15 days of the due date. If payment is not received, the District shall notify the faculty member by district email. If the faculty member does not submit payment within 15 days of the receipt of email, coverage shall be terminated and continuation coverage (COBRAS) may be offered.

## ARTICLE 18

### RETIREMENT

#### 18.1 RETIREMENT BENEFITS FOR FACULTY HIRED PRIOR TO 9/7/82

Faculty members hired on or before September 7, 1982 shall be eligible for the following District-paid benefits.

For the purposes of this section a retired faculty member is one who has applied, is eligible for and subsequently does receive a retirement benefit from the Public Employees' Retirement System (P.E.R.S.) or State Teachers' Retirement System (S.T.R.S.). A retired faculty member must be 55 years of age or older and must have been continuously employed as a paid full-time regular classified and/or academic faculty member by the District for 10 or more work years immediately prior to retirement.

A faculty member granted a board approved non-paid leave of absence which interrupts the qualifying period of employment may work enough additional days in full-time paid status for the District to compensate day for day for the number of leave days granted and have the additional days counted as if there were no break in service.

##### 18.1.1 Retirement Benefits

###### SISC Joint Powers Authority

All retirees who are eligible for medical benefits shall move to participate in SISC-III JPA for medical benefits (Kaiser and Blue Cross) effective July 1, 2018. All retirees who are eligible for medical benefits per Article 18 shall participate in an open enrollment process beginning in February 2018 to meet the coverage date by SISC-III of July 1, 2018.

###### Medical Benefit Plans

Eligible retired faculty may choose between two plan offerings and may make a selection each year during open enrollment.

Anthem Blue Cross – SISC 100-A \$0 Anthem Classic PPO per Summary of Benefits description.

Kaiser Health Plan – Kaiser Permanente Senior Advantage (HMO) with Part D (SISC) per Summary of Benefits

Kaiser Health Plan – Kaiser Permanente Traditional Plan (Early Retirees) \$0 DOV 5 100 DayRX (SISC) per Disclosure Form

Premiums for health insurance benefits shall be paid by the District for a currently-employed unit member who retires and the faculty member's spouse of record or registered domestic partner (subject to eligibility provisions in each summary plan document), subject to all of the

following conditions:

For purposes of this Article "spouse" shall refer to both a spouse of record and registered domestic partner.

18.1.2 The District shall contribute to the plans listed above for 2018-19 are listed in Appendix S.

Employee Assistance Program                      \$20.64

18.1.3 The only spouse eligible to receive any District retirement benefit shall be the spouse legally married to the retiree (spouse of record) at the time of the retiree's retirement from the District. Coverage of the spouse commences at the time of the faculty member's retirement and ceases upon either the death of the retiree or divorce from the retiree. If the spouse was legally married to the retiree from the time of retirement until the time of the retiree's death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the current group rate cost of such benefit. Such benefit ceases upon remarriage.

18.1.4 Upon attaining age 65, the retired faculty member and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a plan which supplements the Medicare coverage. The District shall not pay for any Medicare coverage for which a retiree and/or spouse qualify.

18.1.5 Upon attaining age 65 the retired faculty member and/or spouse who does not qualify for Social Security Medical payments without cost shall have the option to continue with a District-paid regular Blue Cross or Kaiser Plan provided they pay the District quarterly, in advance, the difference between the group rate cost of those medical plans and the group rate cost of the above District supplement payments for those faculty members who qualify for Social Security medical payments.

18.1.6 For all faculty employed on or before March 31, 1986, the District shall provide the option for an individual faculty member to elect Medicare coverage. Election of this coverage is one-time and non-revocable. The effective date of Medicare coverage shall be retroactive to November 1992.

18.1.7 All faculty members hired on or after 04/01/86 shall be covered by Medicare.

18.1.8 The effective date of retirement benefits shall be the first day of the month following the date the faculty member retires from the District.

18.1.9 The District shall not pay for health insurance coverage that retiree and/or spouse is not eligible to receive.

18.1.10 Participation in the District dental and vision plans may be continued by a retiree and the spouse of record by the retiree paying the District quarterly, in advance, the full cost of such

benefits.

- 18.1.11 The benefits of this section shall be available only when the eligible faculty member retires from: (1) State Teachers' Retirement System or Public Employees' Retirement System and (2) the District.

During the term of this agreement, the parties may mutually agree to meet and negotiate using the Futuris/RBOA funds to address coverage gaps for retirees. Such gaps include –but are not limited to – hearing aids and screening tests.

## **18.2 EARLY RETIREMENT REDUCED WORKLOAD PROGRAM -STRS/PERS**

Full-time faculty members may, with District approval, participate in the early-retirement Reduce Workload Program whereby they may reduce their workload from full-time to a minimum of fifty percent (50%) of a regular load and have their retirement and other benefits based on full-time employment. To qualify for this program, the faculty member shall comply with the following:

- 18.2.1 The faculty member must reach the age of 55 prior to the first day of the semester for which the reduced work load is requested.
- 18.2.2 The faculty member must have been employed full-time in the District in a faculty position for at least ten (10) years. The immediately preceding five (5) years must have all been full-time service in the District.
- 18.2.2.1 The faculty member may not have had a break in service during the five years immediately preceding the reduction in workload.
- 18.2.2.2 For purposes of this section, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
- 18.2.3 Effective May 22, 2009, all faculty members who apply for the Early Retirement Program from STRS, shall be eligible to participate in this program for no more than five years. PERS members shall be eligible to participate in this program for no more than five years but no beyond the end of the school year during which the faculty reaches age 70. Once participation in the Early Retirement Program is completed, the faculty member shall retire. The faculty member may elect to retire fully prior to the completion of anticipated participation in this program. The effective date of retirement must occur at the completion of an academic assignment.
- 18.2.3.1 During the first year of the reduction in work load in the early retirement program, the faculty member may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the District on or before April 1st of the academic year in which it is submitted.

- 18.2.3.2 The option of part-time employment shall be exercised at the request of the faculty member and can be revoked only with the mutual consent of the faculty member and employer.

The option of participation in said program shall be initiated by the faculty member. A formal written request must be submitted to Human Resources by April 1 of the preceding Academic year. The specific assignment must be mutually agreed upon by the faculty member and employer. The District must inform the member in writing, of action on the request at least thirty (30) days prior to the beginning of the effective semester.

- 18.2.5 The minimum 50% of an annual regular work load may be one semester full-time or two semesters half-time or any variation that will result in completing the minimum of 50% employment within one fiscal year.
- 18.2.6 The faculty member shall receive a salary which is the pro-rata share of the salary the faculty member would have received in full-time employment.
- 18.2.7 The faculty member shall retain all other rights and benefits for which the faculty member and/or the District makes payments that would be required if the faculty member remained in full-time employment.
- 18.2.8 The faculty member and employer agree to submit contributions to the S.T.R.S./P.E.R.S. based on compensation which the faculty member would have earned for full-time service.
- 18.2.9 All leave benefits afforded a faculty member shall be earned by the Early-Retirement Program participant on a pro-rata basis of a full-time workload.
- 18.2.10 During the first year of a faculty member's participation in this program, said faculty member shall be deemed to be on a leave for that portion of the workload that has been reduced. If the faculty member wishes to be re-instated to a full-time position, the faculty member must notify the District in writing of the intent to return no later than April 1 of the year of participation in this program. When a faculty member notifies the District of intent to be reinstated, the District shall do so.
- 18.2.11 Early retirees will have the option of making up days of non-paid absence per year based upon their percentage of load (one day for each 10% of load) by performing additional duties approved by the college.
- 18.2.12 A faculty member whose contract has been reduced under this article shall fulfill the appropriate pro-rata share of other faculty duties that would have been required had the faculty member continued as a full-time faculty member.
- 18.2.13 Faculty in a STRS/PERS Reduced Workload Program may teach an extra/overload assignment above the agreed upon load, The extra/overload assignment is considered an "other assignment" under STRS regulations and reported as such by the District as not to

have any impact on the reduced workload assignment.

Although the “other assignment” as noted above is not part of the reduced workload, the faculty member will be paid as if on full time status until they reach a 1.0 workload during the semester. Classes taught above the 1.0 during a full academic year will be considered an overload assignment and paid in accordance with the appropriate associate faculty salary schedule.

### **18.3 POST-RETIREMENT SPECIAL BENEFIT PROGRAM**

The Post-Retirement Program allows retirees to continue to render service to the District for a maximum period of two (2) years under the following conditions after the effective date of retirement.

- 18.3.1 Any full-time academic faculty member of the District desiring to participate in the Post-Retirement Special Benefits program shall make the request in writing to the appropriate Dean at least sixty (60) days prior to the effective date for retirement, which must be at the end of an academic semester. The Dean shall make a recommendation to the President who shall forward the recommendation for action to Human Resources.
- 18.3.2 To be eligible for the Post-Retirement Special Benefit program, a faculty member must meet the following requirements:
  - a. Have completed by the date of retirement a minimum of ten years (10) of full-time, satisfactory service to the District;
  - b. Have attained at least the age of fifty-five (55) by the date of retirement.
- 18.3.3 The post-retirement service shall be within the faculty member's faculty service area as recorded by the District at the time of retirement. Participants shall not have a right to bump full-time faculty.
- 18.3.4 During the regular academic semester's summer and intersession, the faculty member shall be paid at the appropriate pro rata rate from the Associate faculty salary schedule. (Appendices D-1, D-2, D-3)
- 18.3.5 While participating in this program, the faculty member shall receive District-paid medical and have the option of purchasing dental and vision coverage.
- 18.3.6 The maximum amount earnable by the retiree shall be subject to adjustment by the S.T.R.S. Board on July 1 of each year.
- 18.3.7 Provided the faculty member's performance is rated "Proficient Performance" or better an employment contract issued under the post retirement provisions shall be renewed for each semester up to the maximum of a two (2) year period.

#### **18.4 BRIDGE PLAN (Availability of Medical Benefits for Eligible Faculty between Retirement and Medicare)**

Effective May 22, 2009, the District will include a bridge plan providing fully paid health insurance for the eligible retiring bargaining unit member only, subject to the requirements of the plan and the following:

##### **18.4.1 Eligibility at age 60**

1. The faculty member must have been employed full-time (including early retirement reduced workload program) in the District in an academic position for at least fifteen (15) consecutive years immediately preceding retirement from the District.
2. The faculty member may not have had a break in service during the fifteen years immediately preceding retirement. For the purposes of this section, sabbaticals, other approved paid leaves of absence, and paid or unpaid legally required and protected medical and family leaves do not constitute a break in service. Other approved unpaid leaves of absences do count as a break in service.
3. The faculty member must have reached the age of 60 prior to the first day of retirement.
4. The bridge plan will cover eligible retirees until age 65 only. (If the legal age of eligibility for receiving Medicare benefits increases beyond 65, the District and the Union agree to reopen this section to meet and negotiate the impact.)

##### **18.4.2 Eligibility at age 58**

1. The faculty member must have been employed full-time (including early retirement reduced workload program) in the District in an academic position for at least eighteen (18) consecutive years immediately preceding retirement from the District.
2. The faculty member may not have had a break in service during the fifteen years immediately preceding retirement. For the purposes of this section, sabbaticals, other approved paid leaves of absence, and paid or unpaid legally required and protected medical and family leaves do not constitute a break in service. Other approved unpaid leaves of absences do count as a break in service.
3. The faculty member must have reached the age of 58 prior to the first day of retirement.
4. In addition to retirement from STRS, the member may not be working in any employment that provides medical benefits until age 60.
5. The bridge plan will cover eligible retirees until age 65 only. (If the legal age of eligibility for receiving Medicare benefits increases beyond 65, the District and the Union agree to reopen this section to meet and negotiate the impact.)



18.4.3 If the District negotiates more favorable bridge plan terms with another employee group, the District agrees to reopen negotiations on 18.4 and will schedule a meeting within 30 calendar days of AFT 6157's request to reopen.

18.5 Retirement Incentive Program (Golden Handshake)

By mutual agreement between the District and AFT, the provisions for a retirement incentive program shall be investigated, and may be developed and offered to eligible faculty. The Retirement Incentive Program must be submitted and approved by the Board of Trustees prior to implementation. Upon implementation of the Retirement Incentive Program, the District must satisfy its obligation to recover costs of the program. Within a five-year period a minimum of 65% of the retired full time faculty positions vacated by the Retirement Incentive Program shall be filled.

In the 2017-18 academic year, the District approved the offering of the STRS Retirement Incentive Program to eligible STRS members with a window period beginning May 25, 2018 and ending August 1, 2018.

## ARTICLE 19

### **EVALUATION OF ASSOCAITE FACULTY**

#### **19.1 INTRODUCTION**

Evaluation procedures in this article apply to associate faculty. This article describes a parallel evaluation process to be used for instructional and non-instructional associate faculty. For the purpose of evaluation, associate faculty shall be divided into three distinct groups: those who have achieved seniority rehire preference (SRP); those involved in the process to achieve seniority rehire preference; and those working less than 33%, the required load to be considered for seniority rehire preference.

The primary goals of the performance evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

#### **19.2 RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS RELATED TO EVALUATIONS AND THE EVALUATION PROCESS**

##### **19.2.1 Rights**

The rights listed below shall not be construed as the only rights faculty enjoy.

19.2.1.1 Faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

19.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.

19.2.1.3 Faculty shall be assessed using the criteria contained in the evaluation forms and in this article.

19.2.1.4 The evaluation process shall be confidential.

##### **19.2.2 Responsibilities**

19.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss the faculty member's evaluation during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

19.2.2.2 The faculty member will provide requested information that is relevant and necessary to his or her evaluation.

### **19.3 CRITERIA FOR EVALUATION OF ASSOCIATE FACULTY**

#### **19.3.1 Professional Criteria**

- 19.3.1.1 Demonstrates currency and depth of knowledge in assigned areas of responsibility.
- 19.3.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 19.3.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 19.3.1.4 For instructional faculty, demonstrates ability to teach students effectively.
- 19.3.1.5 Utilizes methods and materials appropriate to the subject matter.
- 19.3.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 19.3.1.7 Demonstrates a continuing commitment to professional development
- 19.3.1.8 Meets contractual obligations.
- 19.3.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

#### **19.3.2 Collegial Criteria**

- 19.3.2.1 Works cooperatively within the college community with students, staff, faculty and the administration.
- 19.3.2.2 Fosters a professional working environment.
- 19.3.2.3 Demonstrates effective communication skills.
- 19.3.2.4 Demonstrates a respect for differences and the dignity of others.

#### **19.3.3 Organizational Criteria**

- 19.3.3.1 Maintains current course syllabi as required by California Education Code and District Policy 6030.4.
- 19.3.3.2 Meets record keeping obligations on time, e.g., grades, rosters, textbook orders and requisitions.
- 19.3.3.3 Maintains office hours in accordance with Article 9.

19.3.3.4 Submits documentation and reports in a timely manner.

## 19.4 EVALUATION PROCESS

General Provisions: These general provisions apply to all evaluations conducted under this section.

19.4.1 The Evaluation Committee shall consist of the administrator/designee and a peer faculty member. At least one of the Committee members (peer evaluator) shall observe the performance of the associate faculty member.

19.4.2 Generally, peer evaluations shall be conducted by a full-time faculty member with expertise in the Faculty Service Areas (FSA). In special circumstances (such as too few available full-time faculty for peer observations) the supervising administrator, in consultation with the Academic Senate, has the discretion to utilize experienced associate faculty for the purpose of conducting a peer observation. The peer shall be selected by mutual agreement between the supervising administrator and the associate faculty member. In the event that the parties cannot reach mutual agreement, the supervising administrator has the right to assign a peer. However, the faculty member has the right to a one-time request that a different peer be assigned. The supervising administrator shall consider the concerns and suggestions of the associate faculty member in making an alternative assignment.

Once a full-time faculty member has agreed to evaluate an associate faculty, the dean shall notify the associate faculty of the name of the full-time faculty member. The Dean or designee will also inform the associate faculty member that before the evaluation takes place it is important to read Article 19 with emphasis on 19.4.2.

19.4.3 Observations shall be scheduled in advance with the consent of the faculty member. The faculty member shall be provided with a copy of the completed evaluation form by the administrator in charge.

19.4.4 A peer faculty member conducting an observation in accordance with this section may be designated to conduct observations during the six-hour period which covers the observer's normal contract load. Faculty assigned to conduct observations outside of their six-hour period shall be paid for two hours at the hourly laboratory rate for the observation and for completing the evaluation form.

19.4.5 Student surveys shall be conducted in accordance with section 19.8 below. The associate faculty member shall be provided a written summary of these surveys by the administrator in charge.

19.4.6 A post evaluation conference shall be held with the associate faculty member and the supervising administrator at the conclusion of the evaluation process.

19.4.7 Nothing in this section or this Agreement shall restrict the District's right to observe or evaluate associate faculty more frequently where specific performance issues have been identified. A peer evaluation shall be included when a faculty observation form is used.

19.4.8 Evaluations shall be conducted in accordance with these procedures and shall not be conducted in an arbitrary or capricious manner.

## **19.5 EVALUATING ASSOCIATE FACULTY ASSIGNED A 33%/40% OR MORE LOAD**

Faculty assigned a load of 33%/40% or more shall be evaluated in accordance with this Article using the following process:

19.5.1 Such faculty shall be evaluated in each of three consecutive semesters.

19.5.2 Each of these three evaluations shall include one observation by a peer. The supervising administrator may conduct and include an additional observation.

19.5.3 Student surveys will be completed in one class in each of the three semesters

## **19.6 EVALUATING FACULTY WITH SRP**

Once SRP is obtained the faculty member shall be evaluated every sixth semester. Such evaluations shall include:

19.6.1 One observation in the sixth semester shall be conducted by a peer. The supervising administrator may conduct and include an additional observation.

19.6.2 Student surveys will be conducted for each of the six preceding semesters.

19.6.3 Re-employment preference may be withdrawn if an appraisal of the associate faculty member's performance is "unsatisfactory" or if there is discipline or if an investigation of student complaints or surveys substantiates performance problems. An improvement plan may be developed and discussed with associate faculty members who receive a "needs improvement or unsatisfactory" evaluation.

19.6.3.1 If an Improvement Plan is developed, it shall be consistent with the criteria included in this article. The Improvement Plan shall include goals, objectives and a timeline for completion with recommendations for corrective actions. The improvement plan shall be developed in consultation with the associate faculty member and the Union if requested by the associate faculty member.

19.6.3.2 The associate faculty member who receives an "improvement plan" may be evaluated in one of the following two semester.

19.6.3.3 With successful completion of the improvement plan, the associate faculty member shall be removed from the improvement plan and placed back on evaluation cycle every six (6) semesters.

## **19.7 EVALUATING FACULTY ASSIGNED LESS THAN A 33%/ 40% LOAD**

Faculty assigned less than 33%/40% without SRP will be evaluated in the first semester of employment and thereafter every sixth semester of employment. Each evaluation shall include:

19.7.1 One observation in the sixth semester shall be conducted by a peer. The supervising administrator may conduct and include an additional observation.

19.7.2 Student surveys will be conducted each semester.

## **19.8 STUDENT SURVEYS**

19.8.1 Student surveys shall be administered in at least one class or service area each semester. For instructional faculty, the course being surveyed shall be different each semester until each course taught by the faculty member has been surveyed by students.

19.8.2 English as a Second Language (ESL) instructors, when being surveyed by students in their ESL courses, may choose to be surveyed using either the standard Student Survey scantron form or the English as a Second Language Student Survey scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student Survey scantron form when being surveyed in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

19.8.3 For non-instructional faculty, approximately twenty (20) student surveys shall be collected by the immediate administrator or designee.

19.8.4 Student survey forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty peer or designee. The computer-scored part of the student survey shall be given to the division dean or appropriate manager, who after tabulating and reviewing the responses, shall return a copy of the results to the faculty member.

19.8.5 During semesters when an official evaluation is not being conducted, written student comments may not be summarized. However, students' written comments shall be provided to the faculty member after final semester grades are posted. As part of the official evaluation of a faculty member, a summary of results from student survey forms shall be attached to the Summary Evaluation Report.

19.8.6 Although the central focus of information in this evaluation process shall be faculty input from observations, the information from student surveys may provide a worthy basis for discussion during the post-evaluation conference.

19.8.7 A "needs improvement" or "does not meet requirements of the assignment" rating of a faculty member shall not be based exclusively on student surveys.

## 19.9 EVALUATION FORMS

Following is a list of evaluations forms that have been approved for associate faculty evaluations. These forms are located in Appendices E and O of this agreement.

- Contents Page for Associate Faculty Evaluation
- Student Survey Form for Teaching Faculty
- Student Survey Form for Teaching Faculty (English as a Second Language)
- Student Survey Form for Counseling Faculty (includes DSPS)
- Student Survey Form for Librarian
- Student Survey Form for Health Services Faculty
- Student Survey Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Associate Faculty

## 19.10 SUMMARY EVALUATION REPORT AND RECOMMENDATIONS

### 19.10.1 Summary Evaluation Report

Only documented and verified material, which has been discussed with the faculty member by the supervising administrator, may be included in the evaluation summary. Complaints received pursuant to the article on Community Complaints, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

### 19.10.2 The Summary Evaluation Report Shall Make One of Four Recommendations

19.10.2.1 Distinguished performance exceeds the requirements of the assignment. The evaluation may include notations of exceptional performance.

19.10.2.2 Proficient performance meets the requirements of the assignment. The evaluation may include notations of proficient performance.

19.10.2.3 Needs improvement to meet the requirements of the assignment. The evaluation shall include notations of areas to be improved.

19.10.2.4 Does not meet the requirements of the assignment. The evaluation shall include notations of unsatisfactory performance.

The supervising administrator or designee shall sign the completed Summary Evaluation Report. The original Summary Evaluation Report and any addenda shall constitute one inseparable file, and all components shall be considered in the review by the levels of administration. The Summary Evaluation Report shall be sent to the College President and Hourly Academic Services to be filed in the faculty member's personnel file. The faculty member shall receive a copy of the Summary Evaluation Report and all associated comments and recommendations.

#### **19.11 GRIEVABILITY**

While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.



## ARTICLE 20

### **EVALUATION OF TENURE-TRACK CONTRACT FACULTY**

#### **20.1 INTRODUCTION**

This article describes the four-year evaluation process to be used for tenure-track contract faculty (both instructional and non-instructional). The purpose of the tenure-track contract faculty period is to give faculty members an opportunity to demonstrate that they meet the performance criteria established in this article. During this period, a review of the tenure-track contract faculty member's performance is conducted and a recommendation whether to grant tenure is made to the Board of Trustees. The process is intended to be fair and objective and to foster success for faculty in the tenure process.

The primary goals of the evaluation process are to communicate with the tenure-track contract faculty member about the member's performance, to document and measure performance and to set professional goals. The process should promote professionalism and yield a substantive assessment of performance, to assist the faculty member in learning the faculty role, and nurture excellence.

To achieve this goal, it is necessary to identify standard performance and indicate areas where improvement is desirable; to identify performance that requires improvement; and to identify performance so unsatisfactory that non-renewal should be recommended. The evaluation process should also recognize exceptional performance.

The evaluation process shall consist of:

- A Tenure Review Committee (TRC) in which input by faculty shall play a central role
- A pre-evaluation conference
- A Growth and Development plan
- Observations of performance
- Student surveys
- Progress review conference(s)
- Improvement Plan, when applicable
- Summary Evaluation Report and recommendation prepared by the TRC
- Post evaluation conference
- Self-evaluation

The tenure review process shall be explained at a district orientation of new faculty at which representatives of the AFT 6157 and the District Human Resources department shall be present.

#### **20.2 COMPOSITION OF THE TENURE REVIEW COMMITTEE (TRC) FOR TENURE-TRACK CONTRACT FACULTY**

##### **20.2.1 Composition of the Committee**

The Tenure Review Committee (TRC) shall be constituted as follows: the immediate

administrator/designee of the tenure-track contract faculty member and two tenured faculty whose most recent Summary Evaluation Report rating was proficient or distinguished performance.

#### 20.2.2 Selection of Committee Members

At the beginning of the tenure-track contract faculty member's first semester, one faculty member shall be selected from the appropriate subject area, discipline or program by the immediate administrator/designee. The tenure-track contract faculty member shall select the second faculty member, no later than the end of the sixth week of the first semester of employment. Both tenured faculty members must be approved by the Academic Senate. If the tenure-track contract faculty member does not select a faculty member, a TRC member will be appointed by the Senate Executive Committee. However, the evaluation process shall proceed without modification of the contractual timelines with this senate-appointed member joining the process as soon as practicable. The TRC faculty member shall not be evaluated by the evaluatee during their next appraisal cycle.

#### 20.2.3 Length of Service for Committee Members

All members of the TRC shall serve until a recommendation for or against tenure is made. If a member of the TRC must resign from the committee, including leave of absence, resignation or retirement, the TRC member shall notify the TRC chair and the tenure-track contract faculty member in writing. Selection of replacements shall follow the same procedures specified in paragraph 20.2.2 of this section. An Administrator taking another administrative position within the District shall complete all evaluations for tenure-track contract faculty who are currently in the process of third and fourth year evaluations unless otherwise agreed to by both the AFT 6157 and the District. For faculty in their first or second year, the original administrator shall serve only until a new non-interim Administrator is appointed unless otherwise agreed to by both the AFT 6157 and the District.

#### 20.2.4 Training of Committee Members

The District and AFT shall jointly develop a web-based training session for TRC Members which explains their responsibilities and the tenure review process. The Training shall be completed by all TRC members who have not received this or comparable training within the last three years.

### 20.3 FACULTY MENTORS

During the first year of employment with the District, a tenured faculty member from the discipline (if possible) or from the division shall be appointed by the immediate administrator as a mentor to the new tenure-track contract faculty member. The mentor will be compensated with a 10% release time.

The mentor shall be available for assistance, discussions and support related to successful performance of the new tenure-track contract faculty member's assignment. When selecting a mentor, the administrator shall consider qualified candidates' principles of fairness, diversity, and a desire to commit time and effort to the new tenure-track contract faculty member.

Upon mutual agreement by the new tenure-track contract faculty member and the immediate supervisor, the mentor may be removed from his or her role. A new mentor may be assigned for the remainder of the year using the above process.

In instances where other faculty members are not available, the mentor also may serve as a peer member of the TRC.

## **20.4 RIGHTS AND RESPONSIBILITIES OF TENURE-TRACK CONTRACT FACULTY MEMBERS**

### **20.4.1 Rights**

20.4.1.1 Tenure-track contract faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

20.4.1.2 All evaluation results shall be in writing and a copy shall be provided to the tenure-track contract faculty.

20.4.1.3 Tenure-track contract faculty have the right to expect members of the TRC to adhere to guidelines stipulated in this article and to expect that they will strive to maintain objectivity and ensure that the evaluation process is in agreement with principles of academic freedom.

20.4.1.4 The evaluation process shall be confidential.

### **20.4.2 Responsibilities**

20.4.2.1 The tenure-track contract faculty member will attend reasonably scheduled meetings to discuss the member's evaluation with the TRC during normal business hours. These meetings shall not conflict with the tenure-track contract faculty member's assigned schedule.

20.4.2.2 The tenure-track contract faculty member is required to provide any relevant information requested by the TRC. What constitutes "relevant information" is within the sound discretion of the TRC. By way of general guidance and not to constrain the judgment of the TRC, relevant information includes but is not limited to the following as applicable to instructional or non-instructional faculty: course syllabi, summary of student learning outcomes, course materials, examinations and assignments, redacted case notes, training and orientation materials, and workshop materials.

20.4.2.3 The tenure-track contract faculty member will cooperate with the TRC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

20.4.2.4 All tenure-track contract faculty members are required to complete a self-

evaluation related to the professional, collegial and organizational criteria contained in this article. The self-evaluation shall be included as part of the portfolio.

## **20.5 RESPONSIBILITIES OF THE TENURE REVIEW COMMITTEE**

### **20.5.1 Responsibilities of TRC Members**

- 20.5.1.1 In accordance with this article, members of a TRC shall serve until a recommendation for or against tenure is made.
- 20.5.1.2 Members of the TRC shall elect a chair.
- 20.5.1.3 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.
- 20.5.1.4 Members shall provide feedback and communicate evaluation results.
- 20.5.1.5 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.
- 20.5.1.6 Members shall evaluate the tenure-track contract faculty member's professional characteristics and ability to perform instructional and/or non-instructional functions by using the approved evaluation criteria as set forth in Articles 20.6.1 (professional criteria), 20.6.2 (collegial criteria), and 20.6.3 (organizational criteria) and using the evaluation forms which tailor these criteria to the particular duties of instructional, counseling, librarian and health services faculty, the Growth and Development plan and the job description.
- 20.5.1.7 Members shall recognize the tenure-track contract faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 20.5.1.8 Members shall respect the confidentiality of the process.
- 20.5.1.9 Members shall treat the tenure-track contract faculty member being evaluated with fairness, civility, and respect.
- 20.5.1.10 Members who believe they cannot objectively and fairly evaluate the tenure-track contract faculty member shall disqualify themselves and resign from the evaluation committee in writing.

### **20.5.2 Responsibilities of the TRC Chair**

The TRC chair will be responsible to:

- 20.5.2.1 Convene the TRC at least three (3) times during each of the first three years and at

least three (3) times during the first semester of the fourth year.

- 20.5.2.2 Coordinate student surveys, faculty observations and administrator observations in conjunction with the tenure-track contract faculty and arrange for their completion in a timely manner.
- 20.5.2.3 Adhere as closely as possible to the specified timelines of the evaluation process.
- 20.5.2.4 Ensure that the committee determines whether other duties related to the tenure-track contract faculty member's assignment should be addressed and evaluated. Minimally, duties performed during a period of reassignment of at least 20% shall be evaluated, as set forth in Article 20.6. For the purpose of this subsection "reassignment" does not include release time to serve in a Senate or Union position.
- 20.5.2.5 Ensure that committee members and the tenure-track contract faculty member have appropriate forms, including a copy of the job description used to hire the tenure-track contract faculty member.
- 20.5.2.6 Recommend to the TRC, the removal of any TRC member who is unable to meet any of the committee member's responsibilities as delineated in section 20.5.1 of this article.
- 20.5.2.7 Write the Contents Page and the Summary Evaluation Report.
- 20.5.2.8 Assemble an evaluation portfolio for the tenure-track contract faculty member.
- 20.5.2.9 Coordinate additional meetings if an improvement plan is recommended.
- 20.5.2.10 Survey other appropriate administrators or faculty if needed to evaluate for reassigned time to the extent the reassignment is subject to evaluation pursuant to Articles 20.5.2.4 and 20.6. Where this subsection applies, the evaluatee may provide a list of administrative or other personnel who have personnel knowledge of the evaluatee's performance, or expertise regarding the area of the evaluatee. When such a list is provided, the listed individuals shall be called upon by the TRC Chair to provide input.

20.5.3 Responsibility of the Administrator on the TRC

If a member of the TRC is violating the rights and responsibilities delineated in articles 20.4.1.3 and 20.5.1 that TRC member shall be required by the administrative member of the TRC to immediately resign from the committee. This decision may be appealed by the removed TRC member, the tenure-track contract faculty or the AFT 6157 to the Associate Vice Chancellor of Human Resources.

## **20.6 CRITERIA FOR EVALUATION OF TENURE-TRACK CONTRACT FACULTY**

All criteria relevant to the evaluatee's assignment, identified in Article 20.6, will be used in the Evaluation Process. In the event that a TRC Summary Evaluation Report makes a recommendation of "needs improvement" or lower that is based in whole or part on deficiencies in the "Collegial Criteria" area (20.6.2), the Report shall document that the recommendation is not based on speech or activities protected under Article 4.6 "Academic Freedom".

First-year tenure-track faculty are expected to concentrate 100% of their efforts on performance of the assignment for which the member was hired. As such, these faculty are not expected to have (or be evaluated regarding) organizational responsibilities (20.6.3). Exceptions, not to exceed 20% of the member's assignment, must be agreed upon by the member, the TRC and appropriate Vice President.

During Years Two (2), Three (3), and Four (4), tenure-track faculty may be reassigned, by mutual agreement of the member and the TRC to duties outside the scope of their primary assignment. During all years they shall maintain sufficient load (at least 80% ) in their primary assignment area to ensure effective evaluation. Evaluation of the reassigned time portion of their duties will occur as per Article 20.5.2.4

### **20.6.1 Professional Criteria**

Unless specifically noted, each criterion applies to instructional, counseling, librarian and health services faculty.

- 20.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 20.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 20.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different styles of learning and/or accessing information.
- 20.6.1.4 Demonstrates the ability to teach, counsel, advise, inform and/or assist students effectively as appropriate to their job description.
- 20.6.1.5 Uses methods and materials appropriate to the subject matter being presented, researched, or discussed.
- 20.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 20.6.1.7 Maintains and provides a current course syllabus as required by California Education Code and District Policy 6030.4. (Instructional faculty)
- 20.6.1.8 Meets record keeping obligations on time, e.g., grades, census reports, rosters, textbook orders, and requisitions.

20.6.1.9 Submits and maintains appropriate office hours.

20.6.1.10 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientations and disabilities.

20.6.1.11 Demonstrates a continuing commitment to professional development including but not limited to activities such as; participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.

20.6.1.11 Meets all professional responsibilities.

#### 20.6.2 Collegial Criteria

20.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.

20.6.2.2 Fosters a professional working environment.

20.6.2.3 Demonstrates effective communication skills.

20.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

20.6.2.5 Fosters an environment that promotes equity and inclusion for students and employees.

#### 20.6.3 Organizational Criteria (For years 2, 3, and 4)

20.6.3.1 Demonstrates a continuing commitment to the betterment of the faculty member's department and college through participation in responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or-district, and other activities as set forth in Article 12.5 (Faculty Professional Responsibility).

#### 20.6.4 Approved Forms for the Tenure Review Evaluation Process

Evaluation forms are subject to the collective bargaining process. The following forms have been approved in negotiations. These forms are located in Appendices F and O of this agreement.

- Contents Page for Tenure-track contract Faculty Evaluation
- Student Survey Form for Teaching Faculty
- Student Survey Form for Teaching Faculty (English as a Second Language)
- Student Survey Form for Counseling Faculty (includes All Special Program Counselors)
- Student Survey Form for Librarian

- Student Survey Form for Health Services Faculty
- Student Survey Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Tenure-track contract Faculty

## **20.7 TIMELINES OF THE TENURE REVIEW PROCESS**

The elected chair of the TRC shall schedule the pre-evaluation conference, progress review conference, and a post-evaluation conference at mutually agreeable times.

### **20.7.1 Orientation**

An orientation conducted by Human Resources and the AFT 6157 must be conducted no later than the third week of the tenure-track contract faculty member's first semester. The evaluation of a tenure-track contract faculty member shall proceed regardless of attendance at orientation.

### **20.7.2 Evaluation Conference**

The evaluation process, including all conferences and reports, will be completed by the end of the fall semester.

#### **20.7.2.1 Pre-Evaluation Conference**

In year one, this conference is to be convened by the end of the seventh week of the Fall semester. In years 2, 3, and 4, the pre-evaluation conference will be convened by the end of the third week.

#### **20.7.2.2 Progress Review Conference**

In year one, this conference will be convened by the end of the tenth week of the Fall semester. In years 2, 3, and 4, this conference will be convened by the end of ninth week.

#### **20.7.2.3 Post Evaluation Conference**

The post evaluation conference will be completed by the thirteenth week in all years.

#### **20.7.2.4 Faculty Members First Hired On Contract In The Spring Semester**

Contract Faculty first hired in the Spring Semester begin the review process that Spring, as set forth in Article 23, but the semester does not count as advancement toward tenure. The tenure review timeline and evaluation process shall begin the following Fall.



## 20.8 ACTIVITIES OF THE TRC

### 20.8.1 Conferences

Three types of conferences are convened as part of the tenure review process. The activities of each conference are described below.

#### 20.8.1.1 Pre-Evaluation Conferences

1. Explain/review the evaluation process and forms.
2. Explain/develop/review/update the Growth and Development Plan.
3. If applicable, review/discuss the previous Summary Evaluation Report and provide/discuss the prior year's student surveys.
4. Schedule dates for observations and the administration of student surveys and distribute survey forms.

#### 20.8.1.2 Progress Review Conferences

1. Review information from the observations.
2. Review and modify the Growth and Development Plan.
3. If applicable, review/discuss the student surveys and/or information from the year under evaluation that is presented in an aggregated and paraphrased format designed to protect the anonymity of individual students.
4. Review performance related to all applicable evaluation criteria.
5. Develop/review/discuss the Improvement Plan when applicable. (See article 20.11.)

#### 20.8.1.3 Post Evaluation Conferences

1. Review and finalize the Growth and Development Plan.
2. Review self-evaluation.
3. Review/discuss the summary of student surveys for the year under evaluation, presented in an aggregated and paraphrased format designed to protect the anonymity of individual students.
4. Present and review the Summary Evaluation Report.
5. Sign the Summary Evaluation Report.
6. Notify the tenure-track contract faculty member that the member has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

### 20.8.2 Growth and Development Plan

Tenure-track contract faculty, in consultation with their TRC will design a Growth and Development Plan during the first semester of employment (Appendix P). The Plan will be reviewed and updated at the end of the Fall semesters of the 2<sup>nd</sup> and 3<sup>rd</sup> years. The Plan shall include the following:

20.8.2.1 A description of how the faculty member plans to demonstrate growth and

development in performing instructional or non-instructional responsibilities.

- 20.8.2.2 A description of how the faculty member plans to maintain/strengthen/build student-faculty relationships that are conducive to learning and/or benefiting from the non-instructional educational services provided by the member.
- 20.8.2.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Articles 12.5 and 20.6.3 (during the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> years only).
- 20.8.2.4 A list of activities and accomplishments related to the tenure-track contract faculty member's professional, instructional, non-instructional, organizational, collegial development, and professional responsibilities.
- 20.8.2.5 A plan for future activities/goals in based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc.)

The post evaluation conference shall include an updated Growth and Development Plan and be considered for future evaluation purposes.

### 20.8.3 Student Surveys

- 20.8.3.1 Although the central focus of the evaluation process shall be the TRC input, information from student surveys may provide a worthy basis for discussion during the evaluation conferences. During the tenure-track contract faculty member's first, third, fifth and seventh semesters, student surveys shall be completed for each of the tenure-track contract faculty member's course sections.

During alternate semesters (second, fourth and sixth), at least one course section must be surveyed by the students. Student surveys shall be administered between the Pre-evaluation and the Progress Review Conferences.

- 20.8.3.2 English as a Second Language (ESL) instructors, when being surveyed by students in their ESL courses, may choose to use either the standard Student survey scantron form or the English as a Second Language Student survey scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student form in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.
- 20.8.3.3 For non-instructional faculty, approximately twenty (20) student surveys shall be collected by the administrator or designee.
- 20.8.3.4 Student survey forms shall be distributed near the middle of the course or

semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.

20.8.3.5 Both the computer scored and written portions of the Student survey Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the TRC chair for discussion with the tenure-track contract faculty member during the Progress Review Conference.

20.8.3.6 The tabulated results from the Student survey Forms and the transcription of the written comments shall be included in the tenure-track contract faculty member's portfolio. The original written comments of the Student survey Form shall be retained by the administrator and a copy shall be returned to the tenure-track contract faculty member after final grades are posted, if requested.

#### 20.8.4 TRC Observations

Each member of the TRC will make at least one classroom or site observation in each year of the tenure process. The TRC shall coordinate their observations so that each member observes different courses or different sessions of the same course. Observations shall be scheduled in advance with the consent of the tenure-track contract faculty member. Prior to the scheduled observation, the tenure-track contract instructional faculty member shall provide a course syllabus, and may provide a lesson plan.

If the class section observed is a Distance Education section, the TRC member will have access to, and will review instruction and faculty-student interaction through the course content management system, which shall include at least one three-week time period identified by the evaluatee. TRC access to the course shell shall be terminated upon completion of the evaluation. In addition, the TRC and the evaluatee may arrange for one on-campus observation, skype or video conference of that section.

If an instructor who teaches in a work experience or clinical setting is being observed, the TRC member and the evaluatee shall arrange for on or off-campus observation as appropriate.

Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

#### 20.8.5 Summary Evaluation Report

The TRC Chair shall draft the Summary Evaluation Report, which shall include a separate rating for each of the 3 evaluation criteria (i.e. professional, collegial & organizational responsibilities). It shall be based on classroom/site observations, administrator evaluation, student surveys, the job description, tenure-track contract faculty member's Growth and Development Plan and self-evaluation and any additional information gathered pursuant to Article 20.5.2.10.

- 20.8.5.1 The report shall then be finalized and signed by the TRC and the tenure-track contract faculty member. In the event that a member of the TRC refuses to sign the report such refusal shall be noted and the report shall proceed forward.
- 20.8.5.2 Where appropriate, the TRC shall make specific recommendations to remedy any problems identified. The tenure-track contract faculty member's Growth and Development Plan shall then be revised to include these recommendations.
- 20.8.5.3 The Summary Evaluation Report shall make one of the four recommendations, listed below, for each of the three evaluation criteria (i.e. professional criteria, collegial criteria, and organizational responsibility criteria):

- 1. Distinguished performance - exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

If the recommendation is Distinguished Performance in all three criteria areas, the evaluatee will be recommended for an additional contract as follows:

- a. This rating in the first year evaluation results in a recommendation for second, a one-year contract.
- b. This rating in the second year evaluation results in a recommendation for third, two-year contract.
- c. This rating in the fourth year evaluation results in a recommendation for tenure.

- 2. Proficient performance - meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

If the recommendation is Proficient Performance or above, in all three criteria areas, the evaluatee will be recommended for an additional contract as follows:

- a. This rating in the first year evaluation results in a recommendation for a second, one-year contract.
- b. This rating in the second year evaluation results in a recommendation for a third, two-year contract.
- c. This rating in the fourth year evaluation results in a recommendation for tenure.

- 3. Needs improvement – does not fully meet the requirements of assignment.

If the recommendation is "Needs Improvement" in any of the three criteria areas, with no area rated below "Needs Improvement", the recommendation regarding an additional contract shall be as follows:

- a. A “Needs Improvement” rating in any criteria area in the first year evaluation will result in a recommendation for a second, one-year contract, and the evaluatee will be provided with an improvement plan designed to address the area(s) requiring improvement.
  - b. A “Needs Improvement” rating in any criteria area in the second year evaluation will result in a recommendation for a third, two-year contract, and the evaluatee will be provided with an improvement plan designed to address the area(s) requiring improvement.
  - c. A “Needs Improvement” rating in any criteria area in the fourth year evaluation will result in a recommendation to deny tenure due to the statutory requirement that notice must be given no later than March 15 of the Board’s decision whether to grant tenure. However, the member shall nonetheless be provided with an improvement plan designed to address the area(s) requiring improvement and a further Summary Recommendation Report provided to the College President no later than May 1. If the Report indicates substantial and sustained improvement and a rating of proficient or above in all criteria areas, the College President may request that the Board rescind the notice of non-renewal and grant tenure.
4. Does not meet the requirements of assignment – This rating indicates that the TRC does not reasonably expect the evaluatee to improve. The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made in any of the three evaluation criteria areas, in evaluation years one, two, or four, the recommendation shall be not to renew and to deny tenure.

20.8.5.4 A “needs improvement” or “does not meet requirements of assignment” recommendation of a tenure-track contract faculty member shall not be based exclusively on student surveys.

20.8.6 Optional Written Response to the Summary Evaluation Report

The tenure-track contract faculty member shall be provided the opportunity to include a written response. The time period for a written response shall be two (2) calendar weeks. The written response shall be considered part of the final portfolio.

20.8.7 Self-evaluation

The tenure-track contract faculty member shall provide a self-evaluation to the TRC no less than two weeks prior to the Post Evaluation Conference where it is going to be discussed. The self-evaluation shall address Professional Criteria (20.6.1), Collegial Criteria (20.6.2) and Organizational (20.6.3) as relevant to the member’s assignment(s). Consistent with the primary goal of evaluation, the self-evaluation is an integral part of the process as it provides the individual faculty member an opportunity for introspection, reflection and planning. It points out areas of significant competence, expertise, effort and contribution made by the evaluatee. It also self-identifies areas for growth and addresses specific recommendations, if any, made during the member’s last

evaluation cycle. In years 2, 3 and 4, the self-evaluation shall include the member's reflection on the student surveys from the prior year, and discuss how they have informed the member's teaching or service to students.

#### **20.8.8 Portfolio Components and Assembly**

20.8.8.1 The portfolio shall include the following, all of which shall be considered in the review by the President/designee:

- Job Description
- Growth and Development Plan
- Faculty Observations
- Administrator's Evaluation of Faculty
- Student Survey Summary
- Self-evaluation
- Sample of course syllabi (green sheets)
- Contents Page for Tenure-track contract Faculty Evaluation
- Summary Evaluation Report
- Optional Written Response to the Summary Evaluation Report (See 20.8.6)
- Improvement Plan if applicable

20.8.8.2 A copy of the entire portfolio shall be provided to the tenure-track contract faculty member and the President or designee and the original shall be placed in the tenure-track contract faculty member's official personnel file. Only documented and verified material that has been discussed during the conferences by the TRC may be included in the faculty member's portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out the faculty member's regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

### **20.9 SUBMISSION OF RECOMMENDATION FOR OR AGAINST CONTRACT RENEWAL/TENURE**

#### **20.9.1 Submission of Portfolio and Recommendation to College President/Designee**

20.9.1.1 The TRC shall make its recommendation for or against contract renewal at the end of academic years one and two, and tenure at the end of the fourth academic year, to the President or designee no later than the end of the Fall semester. With regard to recommendations regarding renewal at the end of years one and two, the TRC may also inform the President/designee that it considers the evaluatee appropriate for early tenure and provide the basis for that determination. The President/designee, at their discretion, may make such recommendation to the Chancellor. Disagreement with the TRC regarding a grant of early tenure does not require a meeting with the TRC.

20.9.1.2 If the TRC and President/designee agree on the recommendation regarding renewal or tenure, the President/designee must submit the recommendation to the Board of Trustees no later than February 1 of the Spring semester.

20.9.1.3 If the recommendation of the President/designee differs from that of the TRC, the President shall meet with the TRC in the final week of January to discuss the areas of disagreement prior to forwarding a recommendation and any written response from the tenure-track contract faculty member.

20.9.1.4 If after meeting with the TRC, the President or designee still does not concur with the recommendation of the TRC, the President or designee shall meet with the tenure-track contract faculty member to discuss the President or designee's recommendation.

In this case, the tenure-track contract faculty member will be provided the opportunity to include a written response with the evaluation portfolio and recommendation.

20.9.2 Submission of Portfolio and Recommendation to Chancellor/Designee

20.9.2.1 The President shall forward the recommendations, portfolio and responses to the Chancellor whenever the recommendation of the President/designee is different from the TRC recommendation or whenever the recommendation is not to grant tenure.

20.9.2.2 The Chancellor must include the recommendations, portfolio and responses to the Board of Trustees no later than February 1 of the Spring semester.

## **20.10 BOARD OF TRUSTEES ACTION**

20.10.1 Board of Trustees Options at Completion of First Contract

If a tenure-track contract faculty member is working under the member's first contract, the Board of Trustees at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following alternatives:

- 1) Not enter into a contract for the following academic year; or
- 2) Enter into a contract for the following academic year; or
- 3) Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant early tenure). (Ed. Code, § 87608)

20.10.2 Board of Trustees Options at Completion of Second Contract

If a tenure-track contract faculty member is working under the member's second contract, the Board of Trustees, at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following

alternatives:

- 1) Not enter into a contract for the following academic year; or
- 2) Enter into a contract for the following two academic years; or
- 3) Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant early tenure). (Ed. Code, § 87608.5)

20.10.3 Board of Trustees Options at Completion of Third Contract

If a tenure-track contract faculty member is employed under the member's third consecutive contract entered into pursuant to Education Code section 87608.5, the Board of Trustees shall elect one of the following alternatives:

- 1) Employ the faculty member as a tenured faculty member for all subsequent academic years; or
- 2) Not employ the faculty member as a tenured faculty member. (Ed. Code, § 87609)

20.10.4 Once tenure is granted by the Board of Trustees, the evaluation procedures contained in Article 21 shall apply.

**20.11 FINDING OF “NEEDS IMPROVEMENT” OR “DOES NOT MEET REQUIREMENTS OF ASSIGNMENT”**

20.11.1 Notification to AFT 6157 and Associate Vice Chancellor of Human Resources

As soon as the “Does not meet the requirements of the assignment” status is assigned the President /designee shall notify the Associate Vice Chancellor of Human Resources that the tenure-track contract faculty member has been placed on a “Does not meet the requirements of the assignment” status. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the tenure-track contract faculty member or the District, the grievance officer or designee shall serve as an observer.

20.11.2 Improvement Plan

20.11.2.1 If at any time during the tenure review process the tenure-track faculty member's performance is identified as “needs improvement” the immediate administrator in consultation with the TRC members shall develop a written Improvement Plan. This Improvement Plan does not extend the tenure period.

The TRC and supervising administrator will work with faculty who have been rated “does not meet the requirements of the assignment” as appropriate to ensure students are being served. However, this assistance does not affect the recommendation not to renew the member's contract.



20.11.2.2 If an Improvement Plan is required, it shall be consistent with the criteria included in this article. The Improvement Plan shall include goals, objectives and a timeline for completion with recommendations for corrective actions.

20.11.2.3 The TRC shall determine a time frame for ongoing evaluations of the areas identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the tenure-track contract faculty member has achieved the stated goals and objectives of the Improvement Plan.

20.11.2.4 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

1. Course Planning

The tenure-track contract faculty member may be required to prepare and submit to the TRC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

2. Observations

Within two semesters, each member of the TRC must observe at least one section. If the tenure-track contract faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

3. Student Surveys

Additional instructional and/or non-instructional student evaluations may be conducted. Such student evaluations may include students who were enrolled but dropped or withdrew.

20.11.3 Progress Conference for "Needs Improvement" or "Does Not Meet the Requirements of Assignment" Status

20.11.3.1 The TRC shall review the written Improvement Plan, the evaluation observations, and other relevant information to ensure compliance with the plan.

20.11.3.2 A Progress Conference of the TRC and the tenure-track contract faculty member shall be scheduled. At the end of the conference, the immediate administrator in consultation with the TRC shall specify in writing the progress made to date by the tenure-track contract faculty member and the continued performance necessary to correct noted areas for improvement.

20.11.4 Improvement Plan Outcomes

Upon completion of the Improvement Plan, the tenure-track contract faculty member shall

submit a report to the TRC outlining the steps taken to comply with the Improvement Plan. The immediate administrator in consultation with the TRC shall develop a report stating whether the tenure-track contract faculty member has met the goals and objectives of the Improvement Plan or not.

20.11.5 Improvement Plan Recommendations

At the conclusion of the Improvement Plan evaluation there are three possible outcomes.

20.11.5.1 Meets the Conditions of the Improvement Plan

If the tenure-track contract faculty member achieves the stated goals of the Improvement Plan, the TRC shall meet with the tenure-track contract faculty member to review the member's progress and to inform the faculty member that an Improvement Plan is no longer necessary. This decision shall be put in writing and attached to the Summary Evaluation Report.

20.11.5.2 More Time Required to Meet the Conditions of the Improvement Plan.

This recommendation means the Improvement Plan shall continue and the faculty member shall be required to continue to work on the specific areas of concern identified in the Improvement Plan. A tenure-track contract faculty member can remain in this status for no more than four (4) semesters.

20.11.5.3 Does Not Meet the Requirements of the Assignment

1. If the tenure-track contract faculty member's performance demonstrates that insufficient progress has been made, the TRC shall report to the College President or designee their recommendation that the tenure-track contract faculty member not be offered continued employment.
2. The tenure-track contract faculty member shall be allowed to respond in writing to the recommendations of the TRC, and that written response shall be included in the recommendations as they are forwarded to the appropriate levels of administration.

## 20.12 GRIEVANCE

In the event the tenure-track Faculty member believes that the contractual evaluation procedure was violated, the member may file a grievance in accordance with the guidelines set forth in this Agreement and Education Code Section 87610.1.

The District and AFT recognize that Education Code Section 87610.1 permits either a tenure-track contract faculty member who is denied regular tenured status, or the AFT, to challenge the decision.

## ARTICLE 21

### **EVALUATION OF GRANT-FUNDED NON TENURED CATEGORICAL FACULTY**

(Please note that faculty within EOP&S and DSP/S [also classified as grant funded categorical] achieve tenure status and all rights consistent with the terms of this Agreement and shall be evaluated according to Articles 20 and 22).

#### **21.1 INTRODUCTION**

This Article describes the evaluation process to be used for grant-funded, non-tenured categorical faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The evaluation of grant-funded non-tenured categorical faculty will utilize the process and forms contained in this Article, provided that such faculty shall be evaluated at least annually during the first four years of employment. This evaluation process in no way confers tenure rights on grant-funded categorical positions.

The primary goals of the evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

After the annual evaluation process in the first four years, grant-funded non-tenure categorical faculty members shall be evaluated according to the provisions of this article once every three (3) years.

#### **21.2 RIGHTS AND RESPONSIBILITIES OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY MEMBERS**

##### **21.2.1 Rights**

- 21.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.
- 21.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.
- 21.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.
- 21.2.1.4 The evaluation process shall be confidential.

#### 21.2.2 Responsibilities

21.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

21.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.

21.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

#### 21.2.2.4 Self-evaluation

All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

### 21.3 **COMPOSITION OF EVALUATION COMMITTEE (EC) FOR GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY**

21.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one currently tenured full-time faculty member (peer evaluator). The tenured faculty shall select the peer evaluator for the (EC). The EC peer evaluator must be approved by the Academic Senate.

21.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the aft 6157 and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

### 21.4 **COMMITTEE MEMBERS' RESPONSIBILITIES**

21.4.1 The administrator or designee shall serve as chair.

21.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.

21.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated

information.

21.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.

21.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.

21.4.6 Members shall respect the confidentiality of the process.

21.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.

21.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

## **21.5 CHAIR'S RESPONSIBILITIES**

The chair will be responsible to

21.5.1 Convene the EC every year in the first four (4) years and at least two (2) times every third year at mutually agreeable times.

21.5.2 Coordinate student surveys and faculty and administrator observations.

21.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.

21.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.

21.5.5 Ensure that committee members and the faculty member have appropriate forms.

21.5.6 Write the Contents Page and Summary Evaluation Report.

21.5.7 Communicate evaluation results to the faculty member.

21.5.8 Assemble an evaluation portfolio for the faculty member.

21.5.9 Coordinate additional meetings if an improvement plan is recommended.

## **21.6 CRITERIA FOR EVALUATION OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY**

21.6.1 Professional Criteria

21.6.1.1 Demonstrates currency and depth of knowledge in assigned area of

responsibility.

- 21.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 21.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 21.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 21.6.1.5 Uses methods and materials appropriate to the subject matter.
- 21.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 21.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 21.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 21.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

#### 21.6.2 Collegial Criteria

- 21.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 21.6.2.2 Fosters a professional working environment.
- 21.6.2.3 Demonstrates effective communication skills.
- 21.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

#### 21.6.3 Organizational Criteria

- 21.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.
- 21.6.3.2 Attends and participates in department, division and college meetings, within the

work week, but not in conflict with the member's primary assignment.

21.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.

21.6.3.4 Submits and maintains appropriate office hours.

## **21.7 COMPONENTS OF THE EVALUATION PROCESS**

### **21.7.1 Forms**

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendices G and O of this agreement.

- Contents Page for Grant-Funded Non Tenured Categorical Faculty Evaluation
- Student Survey Form for Teaching Faculty
- Student Survey Form for Teaching Faculty (English as a Second Language)
- Student Survey Form for Counseling Faculty (includes DSP/S)
- Student Survey Form for Librarian
- Student Survey Form for Health Services Faculty
- Student Survey Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Grant-Funded Non-Tenured Categorical Faculty

### **21.7.2 Conferences**

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

#### **21.7.2.1 Pre-evaluation conference**

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student surveys dates and distribute forms.

#### **21.7.2.2 Progress Review Conference(s) (Optional)**

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development

Plan.

3. Discuss Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student surveys.

21.7.2.3 Post Evaluation Conference

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that the member has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

21.7.3 Growth and Development Plan

Faculty will design a Growth and Development Plan (Appendix P), which may include the following:

- 21.7.3.1 A description of how the faculty member plans to demonstrate growth and development in performing instructional responsibilities.
- 21.7.3.2 A description of how the faculty member plans to maintain/strengthen/build student-faculty relationships that are conducive to learning.
- 21.7.3.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Article 12.5.
- 21.7.3.4 A list of activities and accomplishments related to the faculty member's professional, organizational, collegial development, and professional responsibilities.
- 21.7.3.5 A plan for future activities based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc).

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

21.7.4 Self-evaluation

The non-tenured faculty member shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

21.7.5 Observations

- 21.7.5.1 Each member of the EC will make one classroom or site observation during their evaluation period. The EC shall coordinate their observations so that each



member observes different courses or different sessions of the same course.

- 21.7.5.2 Observations shall be scheduled in advance with the consent of the faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

#### 21.7.6 Student Evaluations

Although the central focus of the evaluation process shall be the EC input, information from student surveys may provide a worthy basis for discussion during the evaluation conference.

- 21.7.6.1 Student surveys shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each of the courses taught by the faculty member has been surveyed by students.
- 21.7.6.2 English as a Second Language (ESL) instructors, when being surveyed by students in their ESL courses, may choose to be surveyed using either the standard Student Survey scantron form or the English as a Second Language Student Survey scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student survey scantron form when being surveyed in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.
- 21.7.6.3 For non-instructional faculty, approximately twenty (20) student surveys shall be collected by the administrator or designee.
- 21.7.6.4 Student survey forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.
- 21.7.6.5 Both the computer scored and written portions of the Student Survey Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.
- 21.7.6.6 The tabulated results from the Student Survey Forms and the transcription of the written comments shall be included in the faculty member's portfolio. The original written comments of the Student Survey Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

#### 21.7.7 Summary Evaluation Report

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post

Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student evaluations, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The faculty member's Growth and Development Plan shall then be revised to include these recommendations.

21.7.7.1 The faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.

21.7.7.2 The Summary Evaluation Report shall include one of four recommendations:

1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.
3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 21.8.
4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 21.8.

21.7.7.3 A "needs improvement" recommendation or "does not meet requirements of assignment" rating of a faculty member shall not be based exclusively on student evaluations.

21.7.7.4 Finding of "does not meet requirements of assignment."

1. As soon as the "does not meet the requirements of the assignment" status is assigned, the President shall notify the Associate Vice Chancellor of Human Resources that the faculty member has been placed on a "does not meet the requirements of the assignment" status.
2. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

#### 21.7.8 Final Report

The report shall then be finalized and signed by the EC and the faculty member.

21.7.9 Portfolio

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Survey Summary
- Self-Evaluation
- Summary Evaluation Report for Grant-funded Non-Tenured Categorical Faculty
- Contents Page for Grant-Funded Non-Tenured Categorical Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the faculty and the President or designee and shall be placed in the faculty member's official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member's portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

## 21.8 WORK IMPROVEMENT PLANS

When areas have been designated by the EC as needing improvement, the faculty member and the EC shall develop a written plan for improving performance.

21.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

21.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

21.8.2.1 Course Planning

The faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

21.8.2.2 Observations

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

21.8.2.3 Student Surveys

Student surveys may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student surveys may provide a worthy basis for discussion during the post-evaluation conference. If the faculty member's FSA is non-instructional, other appropriate surveys will be conducted.

- 21.8.3 Progress Conference for "needs improvement" or "does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the faculty member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

21.8.4 Outcomes of the Improvement Plan

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

21.8.4.1 Meets the conditions of the Improvement Plan

Once this outcome is reached the evaluation portion of the process is completed.

21.8.4.2 More time required to meet the conditions of the Improvement Plan

This outcome means the evaluation period will continue on specific areas of concern identified by the EC.

21.8.4.3 Does not meet the requirements of the assignment

If, at the end of one year of "does not meet the requirements of the assignment" status, the faculty member's performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

## ARTICLE 22

### EVALUATION OF TENURED FACULTY

#### 22.1 INTRODUCTION

This Article describes the evaluation process to be used for tenured faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that tenured faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The primary goals of the evaluation process are to communicate with the tenured faculty member about their performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

Tenured faculty members shall be evaluated according to the provisions of this article once every three (3) years.

#### 22.2 RIGHTS AND RESPONSIBILITIES OF TENURED FACULTY MEMBERS

##### 22.2.1 Rights

- 22.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.
- 22.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the tenured faculty member.
- 22.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.
- 22.2.1.4 The evaluation process shall be confidential.

##### 22.2.2 Responsibilities

- 22.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss their evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.
- 22.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.
- 22.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

- 22.2.2.4 Self-evaluation: All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

## **22.3 COMPOSITION OF EVALUATION COMMITTEE (EC) FOR TENURED FACULTY**

- 22.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one currently tenured full-time faculty member (peer evaluator). The tenured faculty shall select the peer evaluator for the (EC). The EC peer evaluator must be approved by the Academic Senate.
- 22.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the tenured faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the AFT 6157 and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

## **22.4 COMMITTEE MEMBERS' RESPONSIBILITIES**

- 22.4.1 The administrator or designee shall serve as chair.
- 22.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.
- 22.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.
- 22.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.
- 22.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 22.4.6 Members shall respect the confidentiality of the process.
- 22.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.
- 22.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

## **22.5 CHAIR'S RESPONSIBILITIES**

The chair will be responsible to:

- 22.5.1 Convene the EC at least two (2) times every third year at mutually agreeable times.
- 22.5.2 Coordinate student surveys and faculty and administrator observations.
- 22.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.
- 22.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.
- 22.5.5 Ensure that committee members and the tenured faculty member have appropriate forms.
- 22.5.6 Write the Contents Page and Summary Evaluation Report.
- 22.5.7 Communicate evaluation results to the tenured faculty member.
- 22.5.8 Assemble an evaluation portfolio for the tenured faculty member.
- 22.5.9 Coordinate additional meetings if an improvement plan is recommended.

## **22.6 CRITERIA FOR EVALUATION OF TENURED FACULTY**

### 22.6.1 Professional Criteria

- 22.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 22.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 22.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 22.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 22.6.1.5 Uses methods and materials appropriate to the subject matter.
- 22.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 22.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or

organizations, etc.

22.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.

22.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

#### 22.6.2 Collegial Criteria

22.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.

22.6.2.2 Fosters a professional working environment.

22.6.2.3 Demonstrates effective communication skills.

22.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

#### 22.6.3 Organizational Criteria

22.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.

22.6.3.2 Attends and participates in department, division and college meetings, within the work week, but not in conflict with the member's primary assignment.

22.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.

22.6.3.4 Submits and maintains appropriate office hours.

## 22.7 COMPONENTS OF THE EVALUATION PROCESS

### 22.7.1 Forms

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendices H and N of this agreement.

- Contents Page for Tenured Faculty Evaluation
- Student Survey Form for Teaching Faculty
- Student Survey Form for Teaching Faculty (English as a Second Language)
- Student Survey Form for Counseling Faculty (includes DSPS)
- Student Survey Form for Librarian



- Student Survey Form for Health Services Faculty
- Student Survey Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Tenured Faculty

#### 22.7.2 Conferences

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

##### 22.7.2.1 Pre-evaluation conference

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student surveys dates and distribute forms.

##### 22.7.2.2 Progress Review Conference(s) (Optional)

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development Plan.
3. Discuss Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student surveys.

##### 22.7.2.3 Post Evaluation Conference

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

#### 22.7.3 Growth and Development Plan

Tenured faculty will design a Growth and Development Plan (Appendix P), which includes the following:

22.7.3.1 A description of how the faculty member plans to demonstrate growth and development in performing instructional responsibilities.

22.7.3.2 A description of how the faculty member plans to maintain/strengthen/build

student-faculty relationships that are conducive to learning.

- 22.7.3.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Article 12.5.
- 22.7.3.4 A list of activities and accomplishments related to the tenured faculty member's professional, organizational, collegial development, and professional responsibilities.
- 22.7.3.5 A plan for future activities based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc)

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

#### 22.7.4 Observations

- 22.7.4.1 Each member of the EC will make one classroom or site observation during their evaluation period. The EC shall coordinate their observations so that each member observes different courses or different sessions of the same course.
- 22.7.4.2 Observations shall be scheduled in advance with the consent of the tenured faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

#### 22.7.5 Student Surveys

Although the central focus of the evaluation process shall be the EC input, information from student surveys may provide a worthy basis for discussion during the evaluation conference.

- 22.7.5.1 Student surveys shall be administered in at least one class or service area each semester. For instructional faculty, the course being surveyed shall be different each semester until each of the courses taught by the faculty member has been surveyed by students.
- 22.7.5.2 English as a Second Language (ESL) instructors, when being surveyed by students in their ESL courses, may choose to be surveyed using either the standard Student Survey scantron form or the English as a Second Language Student Survey scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student survey scantron form when being surveyed in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

- 22.7.5.3 For non-instructional faculty, approximately twenty (20) student surveys shall be collected by the administrator or designee.
- 22.7.5.4 Student survey forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.
- 22.7.5.5 Both the computer scored and written portions of the Student Survey Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.
- 22.7.5.6 The tabulated results from the Student Survey Forms and the transcription of the written comments shall be included in the faculty member's portfolio. The original written comments of the Student Survey Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

#### 22.7.6 Summary Evaluation Report

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student surveys, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The tenured faculty member's Growth and Development Plan shall then be revised to include these recommendations.

- 22.7.6.1 The tenured faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.
- 22.7.6.2 The Summary Evaluation Report shall include one of four recommendations:
  - 1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
  - 2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.
  - 3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 22.8.
  - 4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 22.8.
- 22.7.6.3 A “needs improvement” recommendation or “does not meet requirements of assignment” rating of a faculty member shall not be based exclusively on student

evaluations.

22.7.6.4 Finding of “Does not meet requirements of assignment.”

1. As soon as the “does not meet the requirements of the assignment” status is assigned, the President shall notify the Associate Vice Chancellor of Human Resources that the faculty member has been placed on a “does not meet the requirements of the assignment” status.
2. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

22.7.7 Self-evaluation

The tenured faculty member shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

22.7.8 Final Report

The report shall then be finalized and signed by the EC and the faculty member.

22.7.9 Portfolio

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Survey Summary
- Self-Evaluation
- Summary Evaluation Report for Tenured Faculty.
- Contents Page for Tenured Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the tenured faculty and the President or designee and shall be placed in the faculty member’s official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member’s portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member’s file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

## 22.8 WORK IMPROVEMENT PLANS

When areas have been designated by the EC as needing improvement, the tenured faculty member and the EC shall develop a written plan for improving performance.

22.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting

the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

- 22.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

22.8.2.1 Course Planning

The tenured faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

22.8.2.2 Observations

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

22.8.2.3 Student Surveys

Student surveys may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student surveys may provide a worthy basis for discussion during the post-evaluation conference. If the tenured faculty member's FSA is non-instructional, other appropriate evaluations will be conducted.

- 22.8.3 Progress Conference for "needs improvement" or "Does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the tenured faculty member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

22.8.4 Outcomes of the Improvement Plan

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

22.8.4.1 Meets the conditions of the Improvement Plan

Once this outcome is reached the evaluation portion of the process is completed.

- 22.8.4.2 More time required to meet the conditions of the Improvement Plan  
This outcome means the evaluation period will continue on specific areas of concern identified by the EC.
- 22.8.4.3 Does not meet the requirements of the assignment  
If, at the end of one year of “does not meet the requirements of the assignment” status, the tenured faculty member’s performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

## ARTICLE 23

### **EVALUATION OF FULL-TIME TEMPORARY FACULTY AND TENURE-TRACK CONTRACT FACULTY WORKING UNDER AN INITIAL SPRING SEMESTER CONTRACT**

#### **23.1 INTRODUCTION**

Evaluation procedures in this article apply to full-time temporary faculty and tenure-track contract faculty working under an initial spring semester contract.

The primary goals of the performance evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

#### **23.2 RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS RELATED TO EVALUATIONS AND THE EVALUATION PROCESS**

##### **23.2.1 Rights**

The rights listed below shall not be construed as the only rights faculty enjoy.

23.2.1.1 Faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

23.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.

23.2.1.3 Faculty shall be assessed using the criteria contained in the evaluation forms and in this article.

23.2.1.4 The evaluation process shall be confidential.

##### **23.2.2 Responsibilities**

23.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss the faculty member's evaluation during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

23.2.2.2 The faculty member will provide requested information that is relevant and necessary to their evaluation.

### **23.3 CRITERIA FOR EVALUATION OF FACULTY**

#### **23.3.1 Professional Criteria**

- 23.3.1.1 Demonstrates currency and depth of knowledge in assigned areas of responsibility.
- 23.3.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 23.3.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 23.3.1.4 For instructional faculty, demonstrates ability to teach students effectively.
- 23.3.1.5 Utilizes methods and materials appropriate to the subject matter.
- 23.3.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 23.3.1.7 Demonstrates a continuing commitment to professional development
- 23.3.1.8 Meets contractual obligations.
- 23.3.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

#### **23.3.2 Collegial Criteria**

- 23.3.2.1 Works cooperatively within the college community with students, staff, faculty and the administration.
- 23.3.2.2 Fosters a professional working environment.
- 23.3.2.3 Demonstrates effective communication skills.
- 23.3.2.4 Demonstrates a respect for differences and the dignity of others.

#### **23.3.3 Organizational Criteria**

- 23.3.3.1 Maintains current course syllabi as required by California Education Code and District Policy 6030.4.
- 23.3.3.2 Meets record keeping obligations on time, e.g., grades, rosters, textbook orders and requisitions.
- 23.3.3.3 Maintains office hours in accordance with Article 9.



23.3.3.4 Submits documentation and reports in a timely manner.

## **23.4 EVALUATION PROCESS**

General Provisions: These general provisions apply to all evaluations conducted under this section.

- 23.4.1 The Evaluation Committee shall consist of the administrator/designee and a peer faculty member. At least one of the Committee members (peer evaluator) shall observe the performance of the faculty member.
- 23.4.2 Generally, peer evaluations shall be conducted by a full-time faculty member with expertise in the Faculty Service Areas (FSA). In special circumstances (such as too few available full-time faculty for peer observations) the supervising administrator, in consultation with the Academic Senate, has the discretion to utilize experienced associate faculty for the purpose of conducting a peer observation. The peer shall be selected by mutual agreement between the supervising administrator and the faculty member. In the event that the parties cannot reach mutual agreement, the supervising administrator has the right to assign a peer. However, the faculty member has the right to a one-time request that a different peer be assigned. The supervising administrator shall consider the concerns and suggestions of the faculty member in making an alternative assignment.
- 23.4.3 Observations shall be scheduled in advance with the consent of the faculty member. The faculty member shall be provided with a copy of the completed evaluation form by the administrator in charge.
- 23.4.4 A peer faculty member conducting an observation in accordance with this section may be designated to conduct observations during the six-hour period which covers the observer's normal contract load. Faculty assigned to conduct observations outside of their six-hour period shall be paid for two hours at the hourly laboratory rate for the observation and for completing the evaluation form.
- 23.4.5 Student surveys shall be conducted in accordance with section 23.8 below. The faculty member shall be provided a written summary of these surveys by the administrator in charge.
- 23.4.6 A post evaluation conference shall be held with the faculty member and the supervising administrator at the conclusion of the evaluation process.
- 23.4.7 Nothing in this section or this Agreement shall restrict the District's right to observe or evaluate faculty more frequently where specific performance issues have been identified.
- 23.4.8 Evaluations shall be conducted in accordance with these procedures and shall not be conducted in an arbitrary or capricious manner.

## **23.5 COMPONENTS OF EVALUATION**

Full time temporary and tenure-track contract faculty working under an initial spring semester contract shall be evaluated in their first semester of employment. Each evaluation shall include:

23.5.1 One observation by a peer. The supervising administrator may conduct and include an additional observation.

23.5.2 Student surveys.

## **23.6 STUDENT SURVEYS**

23.6.1 Student surveys shall be administered in at least one class or service area.

23.6.2 English as a Second Language (ESL) instructors, when being surveyed by students in their ESL courses, may choose to be surveyed using either the standard Student Survey scantron form or the English as a Second Language Student Survey scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student survey scantron form when being surveyed in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

23.6.3 For non-instructional faculty, approximately twenty (20) student surveys shall be collected by the immediate administrator or designee.

23.6.4 Student survey forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty peer or designee. The computer-scored part of the student survey shall be given to the division dean or appropriate manager, who after tabulating and reviewing the responses, shall return a copy of the results to the faculty member.

23.6.5 Students' written comments shall be provided to the faculty member after final semester grades are posted. As part of the official evaluation of a faculty member, a summary of results from student survey forms shall be attached to the Summary Evaluation Report.

23.6.6 Although the central focus of information in this evaluation process shall be faculty input from observations, the information from student surveys may provide a worthy basis for discussion during the post-evaluation conference.

23.6.7 A "needs improvement" or "does not meet requirements of the assignment" rating of a faculty member shall not be based exclusively on student surveys.

## 23.7 EVALUATION FORMS

Following is a list of evaluations forms that have been approved for faculty evaluations. These forms are located in Appendices I and O of this agreement.

- Contents Page for Evaluation of Full Time Temporary Faculty and Tenure-track Contract faculty working under an initial Spring Semester Contract Evaluation
- Student Survey Form for Teaching Faculty
- Student Survey Form for Teaching Faculty (English as a Second Language)
- Student Survey Form for Counseling Faculty (includes DSPS)
- Student Survey Form for Librarian
- Student Survey Form for Health Services Faculty
- Student Survey Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Full Time Temporary Faculty and Tenure-track Contract faculty working under an initial Spring Semester Contract

## 23.8 SUMMARY EVALUATION REPORT AND RECOMMENDATIONS

### 23.8.1 Summary Evaluation Report

Only documented and verified material, which has been discussed with the faculty member by the supervising administrator, may be included in the evaluation summary. Complaints received pursuant to the article on Community Complaints, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

### 23.8.2 The Summary Evaluation Report Shall Make One of Four Recommendations

23.8.2.1 Distinguished performance exceeds the requirements of the assignment. The evaluation may include notations of exceptional performance.

23.8.2.2 Proficient performance meets the requirements of the assignment. The evaluation may include notations of proficient performance.

23.8.2.3 Needs improvement to meet the requirements of the assignment. The evaluation shall include notations of areas to be improved.

23.8.2.4 Does not meet the requirements of the assignment The evaluation shall include notations of unsatisfactory performance.

The supervising administrator or designee shall sign the completed Summary Evaluation Report. The original Summary Evaluation Report and any addenda shall constitute one inseparable file, and all components shall be considered in the review by the levels of administration. The Summary Evaluation Report shall be sent to the College President and Hourly Academic Services to be filed in the faculty member's personnel file. The faculty member shall receive a copy of the Summary Evaluation Report and all associated comments and recommendations.

23.8.3 Self-evaluation: the Tenure Track Contract faculty member working under an initial spring semester contract shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

## **23.9 GRIEVABILITY**

While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.

## ARTICLE 24

### COMMUNITY COMPLAINTS

- 24.1 A community complaint is any complaint by an identifiable student, parent, or community member that: 1) alleges that a faculty member has violated District policy to complainant's detriment; and 2) seeks a remedy.
- 24.2 Any identifiable student, parent, or community member complaint about a faculty member shall be presented to the faculty member by the administrator receiving the complaint as soon as possible, but no later than ten (10) district instructional days. If the faculty member is not available, the complaint shall be presented to the faculty member within ten (10) days of returning to duty.

The complainant's name will be disclosed to the faculty member at either the meeting or no later than ten (10) days after grades are submitted for the course.

- 24.3 The immediate administrator and the faculty member shall meet to review the complaint.

At the request of the faculty member, an AFT 6157 officer or member may accompany the faculty member to the meeting. The immediate administrator shall also meet with the complainant to clarify the issue. If deemed necessary and appropriate by the administrator, a meeting shall be scheduled with both the faculty member and the complainant in an effort to resolve the complaint. The faculty member shall attend any such meetings called by the administrator.

- 24.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, the supervising administrator shall inform the complainant of their right to file a formal written complaint.

24.4.1 If the complainant wishes to make a formal written complaint, it shall be submitted in writing to the faculty member's supervising administrator and provided to the faculty member within ten (10) working days of receipt.

24.4.2 If the faculty member contests the validity of the complaint an inquiry will be initiated to determine the merits of such complaint.

24.4.3 If the complainant does not wish to make a formal written complaint, the complaint shall be deemed withdrawn. The administrator will ensure compliance with section 24.4.4 regarding withdrawn complaints

24.4.4 Complaints which are withdrawn, shown to be false, or not sustained, shall not be placed in the faculty member's personnel file and shall not be utilized in any evaluation or disciplinary action against the faculty member.

- 24.5 Verified complaints that relate to matters within the scope of performance evaluations as identified in the *Agreement* may be included in the faculty evaluation process.

Verified complaints relating to unprofessional conduct may be addressed through the use of progressive discipline.

- 24.6 Placement of a complaint in a faculty member's Personnel File must comply with the protections and restrictions on placing derogatory information in the Personnel File as set forth in Article 6.4, including the right to notice and the opportunity to attach a response.

## ARTICLE 25

### DISCIPLINE

A faculty member shall not be disciplined, orally warned, reprimanded, suspended, or deprived of any professional advantage except as provided for in the education code.

#### 25.1 PROGRESSIVE DISCIPLINE

In handling disciplinary matters it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.

All progressive discipline involves a meeting between the faculty member and the reporting administrator. Progressive steps may be as follows:

- **Oral warning(s)** which should be appropriately documented but not initially placed in the personnel file.
- A **written warning** should include the reasons for the warning, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written warning shall be provided to the faculty member and is not placed in the personnel file.
- **Written Reprimand(s)** which should be appropriately documented and is placed in the personnel file. A written reprimand should include the reasons for the reprimand, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written reprimand shall be provided to the faculty member. A faculty member has the right within 10 days of receipt of the letter of reprimand to respond in writing to any written reprimand placed in the personnel file and to have that response attached to the letter of reprimand.

#### 25.2 PROVISION OF GRIEVANCE PROCEDURE

25.2.1 An oral warning, written warnings and written reprimands under Article 25.1 are not subject to the grievance procedure. However a faculty member and the member's representative have the right to meet with the college vice-president or president to discuss concerns regarding the faculty member's progressive disciplinary situation. Faculty members shall also have the right to attach a written response to any written reprimand being placed in the faculty member's personnel file within ten (10) days of receiving the reprimand. In the written reprimand, the District shall provide notice to the disciplined faculty member of their right to attach a written response.

25.2.2 Suspensions are subject to the grievance procedure, including arbitration. These are the only forms of discipline that may be grieved through arbitration, consistent with the requirements and procedures of the grievance process set forth in this Agreement.

### 25.3 DISMISSAL

Faculty members shall be subject to discipline in the form of dismissal from employment, pursuant to provisions of the California Education Code 87732.



## ARTICLE 26

### SAFETY

- 26.1 **DISTRICT ASSUMES RESPONSIBILITY FOR SAFETY:** The District is to ensure the safety of employees and students on District sites as established in Board Policy 6800 Safety and the associated administrative procedures. The District shall conform to and comply with all health, safety, sanitation laws, the guidelines of CAL OSHA and all other regulatory agencies that govern employee health, safety and security.
- 26.2 **DISTRICT SHALL MAINTAIN SAFE WORK ENVIRONMENT:** The District shall work at all times to maintain standards of safety and sanitation in conformance with law, and the Union and District shall cooperate to eliminate hazards and correct any conditions adversely affecting the health and safety of employees.
- 26.3 **PUBLISH/POST RULES AND PROVIDE SAFE EQUIPMENT:** The District shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of the faculty, and provide suitable and safe equipment where such equipment is necessary for the operation of the District. Where appropriate, faculty shall be offered training in the use of safety equipment (e.g. fire extinguishers, defibrillators, etc.).
- 26.4 **FACULTY SHALL NOTIFY SUPERVISOR**
- 26.4.1 Any faculty member who observes a condition in the working environment that the faculty member believes is unsafe and/or creates any imminent danger of harm to any person shall notify the immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 26.4.2 No faculty member shall leave the assigned instructional area without notification of the dean or other designated administrator, unless there is clearly a reason to believe an unsafe condition exists. If a faculty member does leave an instructional area because of an emergency, the faculty shall make a reasonable effort to promptly notify the dean or other administrator directly responsible for the facility, or that individual's designee, or/and Campus Police. In the event of an emergency, faculty member should refer to campus emergency procedures posted in the classroom.
- 26.5 **MANDATED REPORTERS OF CHILD ABUSE:** Mandated reporters are individuals who are mandated by law to report known or suspected child maltreatment.
- 26.5.1 The specific positions are listed in California Penal Code section 11165.7. Professions include but are not limited to:
- 26.5.1.1 A teacher
- 26.5.1.2 An employee of public school
- 26.5.2 Full-time faculty and associate faculty members are mandated reporters.

- 26.5.3 Mandated reporters are required by the State of California to report any known or suspected instances of child abuse or neglect to the county child welfare department or to a local law enforcement agency (local police/sheriff's department).
  - 26.5.4 Mandated reporters must report to a county child welfare department or to local law enforcement (police or sheriff's department) immediately by phone. A written report must then be sent within 36 hours. Written reports must be submitted on the California Suspected Child Abuse Report Form 8572. ([http://ag.ca.gov/childabuse/pdf/ss\\_8572.pdf](http://ag.ca.gov/childabuse/pdf/ss_8572.pdf) ).
  - 26.5.5 The District shall provide mandatory training and guidelines to all faculty relative to having minors as enrolled students on campus and in the classroom. The District shall provide such trainings annually. Beginning in Fall 2016, all rosters shall flag the names of any minor students registered in classes.
- 26.6 **NO RETALIATION:** No employee shall in any way be subjected to retaliation as a result of reporting any condition believed to be a violation of CAL OSHA or other regulatory agencies that govern employee health, safety and security.

## ARTICLE 27

### **REDUCTION IN FORCE**

#### **27.1 NOTIFICATION OF REDUCTION IN FORCE TO AFT 6157**

The District shall inform the AFT 6157 on or before January 15 of a year in which a reduction in force (RIF) is anticipated of its intentions to implement RIF as defined in the Education Code and shall provide the AFT 6157 with documentation of the reasons the District believes a RIF is necessary. If the AFT 6157 is not informed and provided documentation by January 15, the District may implement a RIF as long as good cause exists and reasonable notice and documentation is provided the AFT 6157 under the circumstances including the reasons for the past January 15 decision. Such notice and documentation shall be provided the AFT 6157 within five (5) days of the decision to implement the RIF.

##### **27.1.1 Notification of Termination**

The Chancellor/designee shall furnish the AFT 6157 with a list or a copy of the RIF termination notices issued no later than the same day they are delivered to the affected faculty. Confidentiality shall be maintained in accordance with Education Code, Section 87740.

#### **27.2 REASSIGNMENT OF FACULTY MEMBERS PRIOR TO LAYOFFS**

Reassignment of unit members prior to the implementation of a RIF shall occur, in harmony with this article and Article 16, and the Educational Code. The District shall provide the AFT 6157 with a list of all resignations and retirements that have been submitted in writing to the Chancellor by March 15.

No tenured faculty member shall be laid off during a RIF while any probationary/contract faculty member, or any other faculty member with less seniority is retained to render service in a faculty service area in which the records of the District (maintained pursuant to Section 87743.3) reflect that the tenured faculty member possesses the minimum qualifications and is competent to serve under District competency criteria described in Section 24.6 of this article.

#### **27.3 VOLUNTARY TEMPORARY CONTRACT REDUCTIONS**

In order to avoid layoffs, the Board may offer temporary reductions in contracts to faculty who are willing to agree to such reductions for a period of one (1) year. If additional temporary reductions are required, the Board may offer similar reductions to other faculty who are willing to agree to such reductions and/or to individuals who may continue to voluntarily agree to temporary reduction for purposes of avoiding layoffs. The temporary reduction in contract process shall not mitigate against seniority considerations. If a faculty member who has been given a layoff notice is assigned to fill the voluntary contract reduction of other faculty member(s) then:

27.3.1 The load of the RIF faculty member shall not normally exceed the maximum load of a faculty member who has volunteered a contract reduction to the RIF faculty member in order to

prevent the RIF faculty member's layoff. The RIF faculty member's load may exceed load(s) of members who have contributed load if the contributing member(s) agree(s) in writing, and;

27.3.2 The RIF notice remains in effect except that the laid off person is being employed, on a temporary basis, to fill the voluntarily reduced load of the other faculty member(s), and;

27.3.3 The RIF faculty member remains subject to termination of employment in accordance with the original March 15 notice provided conditions of reduction in force continue.

## **27.4 ORDER OF LAYOFFS**

Layoffs of faculty members as a result of a RIF shall occur as prescribed in the Education Code. In the event of RIF proceedings, the Board shall reassign affected faculty members to Faculty Service Area(s) for which they possess the minimum qualifications adopted by the State Board of Governors as prescribed in Title 5 and meet the District competency criteria as set forth in 24.6 below and in accordance with individual's seniority as a faculty member within this district as prescribed by Education Code and Title 5. Minimum qualifications/equivalencies shall be approved by a District-wide Senate Equivalency Committee and the Board of Trustees.

## **27.5 FACULTY SERVICE AREAS**

Faculty Service Areas (FSA's) have been established District-wide. Each FSA is listed in Section 27.13.

### **27.5.1 Initial Assignment to FSA's**

Based upon personnel records, the District shall publish a list of all faculty with the FSA's in which they are currently qualified to render service. The AFT 6157 shall be provided with a list of assignments of faculty FSA's no later than the fourth (4th) Friday of the fall semester each year.

Faculty shall be assigned to all FSA's for which they qualify at the time of employment.

### **27.5.2 Subsequent Assignment to FSA's**

After initial employment, any faculty member who becomes eligible for additional FSA's shall declare and provide proof of such eligibility on or before February 15, in writing, to the Human Resources office. It shall be the responsibility of each faculty member to declare eligibility in a complete and timely manner. It shall be the responsibility of the District to advise a faculty member in a timely manner when further clarification is needed. Faculty members shall be allowed a reasonable and mutually agreed upon time for additional or updated documentation to establish eligibility.

## **27.6 COMPETENCY CRITERIA FOR RIF ASSIGNMENTS**

For purposes of RIF only, a faculty member shall be considered to meet District competency criteria to serve in an FSA if that member meets at least one of the criteria listed in 27.6.1 through 27.6.5.

For purposes of this article, an administrator reassigned to the faculty shall have his/her minimum qualifications and initial competency determined by the Board. Additional competency, if any, shall, for layoff purposes, be in accordance with this article.

27.6.1 Has had, within this District, satisfactory experience or has been evaluated as “Distinguished performance” or “Proficient performance” in the discipline or non-instructional assignment for the equivalent of at least a 40% load within two or more semesters within the seven (7) years prior to the date RIF proceedings begin.

**OR**

27.6.2 Has been employed full-time for the equivalent of at least one (1) academic year within the seven (7) years prior to the date RIF proceedings begin, rendering service which, if it had been rendered in the District, would have been in the applicable FSA.

**OR**

27.6.3 Has completed the requirement for minimum qualifications for the discipline within the seven (7) years prior to the date RIF proceedings begin.

**OR**

27.6.4 Has completed the requirements for minimum qualifications in a discipline more than seven (7) years prior to the date RIF proceedings begin and has successfully completed (with grade of “C” or better) six (6) semester units or nine (9) CEUs or a combination thereof of upper-division or graduate-level coursework directly related to the discipline within the three (3) years prior to the date RIF proceedings begin.

**OR**

27.6.5 For disciplines not requiring a master’s degree: has had two (2) years of full-time paid work experience directly related to the discipline within the seven (7) years prior to the date RIF proceedings begin.

**27.7 DETERMINATION OF DISPUTED COMPETENCY CRITERIA**

In cases where the competency criteria, as applied to an individual, is in dispute during a year in which layoffs take place, a District competency review committee shall be established for purposes of review and recommendation. This committee shall be convened whenever an individual’s competency criteria is disputed by the District and a request for review is made by Human Resources and/or by the faculty whose request for an FSA has been denied.

**27.7.1 Review Committee Composition**

The standing District Review Committee shall be composed of:

Three (3) AFT 6157 members appointed by the Executive Board of the AFT 6157; and

Three (3) administrators, who shall be appointed by the Chancellor.

**27.7.2 Ad Hoc Discipline Representatives**

An ad hoc representative shall be appointed by each senate to act as a resource to the competency review committee. In so far as possible, these representatives shall be selected from tenured faculty from the discipline in which competency is disputed or, if not available, from a discipline related as closely as possible to it. Ad hoc representatives shall review competency criteria specific to the discipline where the dispute arises. They shall serve in an advisory capacity to the Review Committee and shall not have voting rights.

**27.7.3 Review Committee Procedure**

This Review Committee shall strive to reach consensus and shall forward its recommendation to the Chancellor. Where consensus cannot be reached, the committee shall include majority and dissenting opinions in its report to the Chancellor. The committee must complete its review and recommendation(s) no later than March 1 of a year in which RIF actions are being considered. In cases when the committee fails to make a recommendation prior to March 15, the competency criteria dispute shall be resolved at the RIF hearing as provided by the Education Code and request by the RIFed faculty member(s). The District shall ensure that the Review Committee is formed and operating well in advance of the March 1 deadline.

**27.8 GRIEVANCE AND/OR HEARING**

**27.8.1 Right to a Hearing**

A regular or contract faculty member who qualified for a right of a hearing as prescribed in the Education Code and who has been notified that employment may be reduced or terminated because of a RIF may request a hearing as prescribed by the Education Code.

**27.8.2 Grievance**

Any dispute, directly related to 27.1, 27.1.1, 27.3, 27.5.1, 27.9, 27.10 and 27.11 of this article, which is not within the jurisdiction of the administrative law judge conducting the RIF hearing may be grieved under provisions of Article 3 of this collective bargaining agreement. A challenge to the balance of this article may be submitted to the jurisdiction of the administrative law judge who conducts the RIF hearing. The filing or processing of a grievance shall not prevent a layoff hearing from going forward pursuant to Education Code section 87740.

**27.9 LIMITED PARTICIPATION IN FRINGE BENEFITS**

Any full-time faculty member who has been laid off because of reduction in force shall be provided three (3) months of paid benefits following layoff and subsequently may continue to receive medical, dental, and vision care benefits in accordance with COBRA by reimbursing the District in advance for the full premium or its equivalent for those benefits.

**27.10 ALLOCATION OF STAFF DEVELOPMENT FUNDS FOR RETRAINING**

27.10.1 In a fiscal year in which layoffs of faculty members may be anticipated, the District shall negotiate with the AFT 6157 a specific percentage, not to exceed 25%, of staff development

money to be set aside for purposes of retraining of RIFed faculty for assignment to a new service area. When a layoff occurs, the District and the AFT 6157 shall meet to determine a process for allocation of these monies among applicants and the conditions under which they may be used.

- 27.10.2 Responsibility for reporting on the allocation of these monies shall rest with the colleges' Staff Development Committees. Any staff development monies which have been set aside, but are not used for retraining according to this provision during the period prior to the layoff or during the recall period following the layoff, shall be reapportioned by the Staff Development Committees for other staff development purposes. This provision does not preclude the allocation of money from other resources for this same purpose.

## **27.11 RETENTION OF BENEFITS FOR PARTIAL RIF**

A faculty member who is RIFed for less than a full-time assignment shall retain full employee fringe benefits (pro rata for dependents) so long as the regular, paid assignment in the District is equal to 60% or more of a full-time load.

## **27.12 REHIRE PROVISIONS**

The District shall follow Education Code requirements related to rehire provisions for those employees laid off by a RIF. The District shall provide, upon request, information known to the District regarding the possibility of position vacancies in areas that may be anticipated in the future.

## **27.13 FACULTY SERVICE AREAS AND STRS CALUCATION**

In the event that the District or the AFT 6157 believes additional FSA's need to be added during the term of the contract, the District or the AFT 6157 shall contact the other party by letter with such request. The parties will provide a written response within 15 working days of receipt of the request. Additional agreed upon FSA's shall be added by Side letter of Agreement pending inclusion in the next contract.

### **27.13.1 Group #1 - Discipline Requiring the Masters Degree**

Each item listed represents a specific individual Faculty Service Area.

1. Accounting
2. African American Studies
3. Anthropology
4. Art Design
5. Art Drawing
6. Art History
7. Asian-American Studies
8. Biological Sciences
9. Broadcasting
10. Business
11. Business Law
12. Business Statistics

13. Ceramics
14. Chemistry
15. Communications Studies/Speech
16. Computer Science
17. Counseling
18. Dance
19. Disabled Student Program Adaptive Computer (CAI) Technology
20. Disabled Student Program Adaptive Physical Education
21. Disabled Student Program Counselor
22. Disabled Student Program Deaf & Hearing Impaired
23. Disabled Student Program Learning Disabilities Specialist
24. Disabled Student Program Physical/Development Disabilities
25. Disabled Student Program Speech/Language Disabilities
26. Drama
27. Early Childhood Education
28. Earth Sciences (Geology, Meteorology, Oceanography)
29. Economics
30. Education
31. Engineering
32. English
33. English as a Second Language
34. Ethnic Studies
35. Family and Consumer Studies
36. Film Studies
37. Foreign Language
38. General Work Experience - All FSA's in Group #1
39. Geography
40. Guidance
41. Health Education
42. Health Services Director (School Nurse)
43. History
44. Intramural Sports
45. Jewelry
46. Journalism
47. Kinesiology
48. Librarian/Library Science
49. Management/Supervision
50. Marketing
51. Mathematics
52. Mexican-American Studies
53. Music
54. Native-American Studies
55. Nursing
56. Painting
57. Philosophy
58. Photography



- 59. Physical Education
- 60. Physics/Astronomy
- 61. Political Science
- 62. Psychology
- 63. Psychologist
- 64. Reading
- 65. Recreation
- 66. Religious Studies
- 67. Sculpture
- 68. Sociology
- 69. Speech Language Pathology Assistant
- 70. Television Production

27.13.2 Group #2 - Disciplines Not Requiring the Masters Degree

Each item listed represent a specific individual Faculty Service Area.

- 71. Administration of Justice
- 72. Architectural Drafting
- 73. Automated Manufacturing
- 74. Automotive Electronics
- 75. Automotive Engine Machining
- 76. Automotive – General
- 77. Automotive Parts
- 78. Automotive SMOG
- 79. Automotive Welding
- 80. Bookkeeping
- 81. BIS – Business Information System
- 82. Business Telecommunications
- 83. Cardio-Pulmonary Resuscitation
- 84. Certified Nursing Assistant Program
- 85. Civil Engineering Technology
- 86. Cardio-Pulmonary Resuscitation
- 87. Computer-Assisted Drafting
- 88. Computer Graphics
- 89. Computer Information Systems
- 90. Computer Information Technology
- 91. Computer Numerical Control Machining
- 92. Construction - General
- 93. Corrections
- 94. Cosmetology
- 95. Dental Assisting
- 96. Desk Top Publishing
- 97. Educational/Instructional Technology
- 98. Electronics - Advanced Analog
- 99. Electronics - Advanced Digital
- 100. Emergency Medical Technician
- 101. Engineering Technology

- 102. Engineering Support
- 103. Facilities Maintenance Technology
- 104. First Aid
- 105. Folk Dancing
- 106. Glazing Apprenticeship
- 107. Health Services Nurse
- 108. Heating Ventilation and Air Conditioning
- 109. Home Interior Design
- 110. Income Tax
- 111. Labor Law
- 112. Labor Studies-General
- 113. Laser Technology
- 114. Legal Assistant (Paralegal)
- 115. Machine Technology - General
- 116. Manufacturing - General Core
- 117. Meat Cutting Apprenticeship
- 118. Nursing Assistant
- 119. Office Technologies
- 120. Real Estate
- 121. Reserve Officer Training
- 122. Sign Language
- 123. Statistical Process Control
- 124. Total Quality Management (Manufacturing)
- 125. Word Processing
- 126. Work Experience - Group #1 & Group #2 FSA's

## ARTICLE 28

### DAY CARE

#### 28.1 ELIGIBILITY

Faculty members with children under five years of age shall be entitled to enroll their children in the Child Development Center on their campus. Such faculty must comply with the enrollment policies of the Child Development Center as established by the California State Department of Education.

## ARTICLE 29

### NONDISCRIMINATION

#### 29.1 NONDISCRIMINATION

The Board shall not discriminate against any faculty member with regard to the application and administration of the terms of this Agreement on the basis of actual or perceived: race, sex, color, religion, age, national origin, disability, marital status, veteran status, sexual orientation, gender identity, organizational affiliation or political beliefs, exercise of any constitutionally-protected rights or union activity, nor shall the Board act in any arbitrary or capricious manner with regard to the application of the terms of this Agreement.

## **ARTICLE 30**

### **SAVINGS PROVISION**

#### **30.1 PROVISIONS CONTRARY TO LAW**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or as the result of new law adopted at the Federal or State level, such provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions will continue in full force and effect.

#### **30.2 IMPROVEMENTS IN BENEFITS**

Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement provided such benefits are mandatorily applicable to the District.

#### **30.3 REDUCTION OR ELIMINATION OF BENEFITS**

Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within thirty (30) days of such amendment or repeal to negotiate them provided the benefits that are eliminated or reduced are permissible by statute.

## ARTICLE 31

### SUPPORT OF AGREEMENT

- 31.1** The District and the AFT 6157 agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the faculty will support this Agreement for its term and will not appear before Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the AFT 6157, or as permitted by Article 30. This shall in no way preclude the faculty from providing information to the Board of Trustees when the Board of Trustees is about to adopt a rule, regulation or policy on any matter affecting faculty members that is outside the scope of this contract.

**ARTICLE 32**

**EFFECT OF AGREEMENT**

- 32.1** It is understood and agreed that the explicit provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law.
- 32.2** New practices, organizational enactments, and procedures which impact working conditions, terms, hours, wages, and other matters subject to negotiation under the Government Code of California (EERA) shall be negotiated with the AFT 6157 prior to implementation.

**ARTICLE 33**

**CONCERTED ACTIVITIES**

- 33.1** It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other interference with the operations of the District by the AFT 6157 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to “lock out” faculty members during the term of this Agreement.
- 33.2** The AFT 6157 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all faculty member’s to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by faculty members who are represented by the AFT 6157, the AFT 6157 agrees in good faith to take steps to resolve the matter.



## ARTICLE 34

### COMPLETION OF MEET AND NEGOTIATE

- 34.1** During the term of this Agreement, the AFT 6157 expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter covered by this collective bargaining agreement.
- 34.2** The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.
- 34.3** The Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Board shall meet and negotiate on matters within the scope of representation only with the AFT 6157, as the AFT 6157 remains the exclusive representative of the bargaining unit.
- 34.4** The District shall retain the right to propose deletions or modifications to academic policies. The AFT 6157 shall retain the right to negotiate any proposed modification or deletion, which has an impact on wages, hours, and working conditions.
- 34.5** All articles in this contract shall be designated for re-openers to be re-negotiated whenever new legislation is passed that would impact them. Whenever new legislation is passed that would impact wages, hours, or working conditions and/or provides funding which impacts on wages, hours, or working conditions, either party may request negotiations upon written notification to the other party.
- 34.6 Full contract**
- 34.6.1** The parties agree that effective July 1, 2023, the full contract shall be bargained. In order to facilitate having the new contract negotiated, ratified and adopted by the effective date, the Parties shall sunshine proposals and initiate negotiations no later than November 1, 2022.

**ARTICLE 35**

**TERM**

This Agreement shall remain in full force and effect up to and including June 30, 2023, and thereafter, shall continue in effect year by year unless either of the parties notifies the other in writing with a request to bargain.

IN WITNESS WHEREOF the parties execute this Agreement on the day of September 14, 2021

SAN JOSE/EVERGREEN  
COLLEGE DISTRICT

SAN JOSE/EVERGREEN FEDERATION OF COMMUNITY  
TEACHERS, AFT 6157

Maria Fuentes  
President, Board of Trustees

Jessica Breheny  
President, AFT 6157

Byron D. Clift Breland  
Chancellor

Phil Hu  
Executive Director, AFT 6157

Beatriz Chaidez  
Associate Vice Chancellor,  
Human Resources

**APPENDIX A**

**COMPOSITION OF NEGOTIATING TEAM**

**District Team**

Laura Schulkind

Beatriz Chaidez

Andrea Alexander

Celia Cruz-Johnson

Dianne Dudek

Christopher Hawken

Antoinette Herrera

**AFT 6157 Team**

Phil Hu

Jessica Breheny

Barry del Buono

Garry Johnson

Steven Mentor

Elaine Ortiz-Kristich

Appendix A

# 2020-21 SJECCD INSTRUCTIONAL CALENDAR

**AUGUST 2020**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Fall Sem Beg	31				

**SEPTEMBER 2020**

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
		6	7	8	9	10
		11	12	13	14	15
		16	17	18	19	20
		21	22	23	24	25
		26	27	28	29	30

**OCTOBER 2020**

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
				4	5	6
				7	8	9
				10	11	12
				13	14	15
				16	17	18

**NOVEMBER 2020**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**DECEMBER 2020**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**JANUARY 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

**FEBRUARY 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**MARCH 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**APRIL 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**MAY 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**JUNE 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

**JULY 2021**

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
						2
						3
						4
						5
						6

Spring Semester = 79 days of instruction plus 9 Saturdays = 87 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (10)

# 2021-22 SJECCD INSTRUCTIONAL CALENDAR

## AUGUST 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
No Classes	Fall Beg 3	4				

## SEPTEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
No Class	Labor Day	8	9	10	11	
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
22	23	24	25			

## OCTOBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
					26	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## NOVEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
	47	48	49	50	51	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
No Class	56	57	58	59	60	
21	22	23	24	25	26	27
28	29	30				
No Classes	64	65				

## DECEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
Last Sunday	74	75	76	77	78	79
26	27	28	29	30	31	

## JANUARY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
No Classes	2					

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

## FEBRUARY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
No Class	Washington Day	16	17	18	19	
27	28	29	30	31		
	20					

## MARCH 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## APRIL 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
No Class	50	51	52	53	54	
24	25	26	27	28	29	30

## MAY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
Last Sunday	75	76	77	78	79	80
29	30	31				
Memorial Day						

## JUNE 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

## JULY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
No Classes	July 4th Holiday	8	9	10		
11	12	13	14	15	16	
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Spring Semester = 79 days of instruction plus 9 Saturdays = 87 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (11)

Summer includes the regular 6 or 8 week session beginning in June and ending in July with classes offered Monday- Thursday. Additionally, non-credit and credit courses may be offered requiring a modified schedule.

# 2022-23 SJECCD INSTRUCTIONAL CALENDAR

## AUGUST 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## SEPTEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## OCTOBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## NOVEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## DECEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JANUARY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

## FEBRUARY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## MARCH 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## APRIL 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## MAY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## JUNE 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## JULY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Spring Semester = 79 days of instruction plus 9 Saturdays = 88 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (11)

Summer includes the regular 6 or 8 week session beginning in June and ending in July with classes offered Monday- Thursday.

8.13.21 Additionally, non-credit and credit courses may be offered requiring a modified schedule.

# 2022-23 SJECCD INSTRUCTIONAL CALENDAR

## AUGUST 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25 PD DAY 1	26 PD DAY 2	27
28	Fall 29 Sem Beg 3	30	31			

## SEPTEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3 No Classes
4 No Classes	5 LABOR DAY	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## OCTOBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## NOVEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

## DECEMBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

## JANUARY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

## FEBRUARY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

## MARCH 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

## APRIL 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

## MAY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

## JUNE 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

## JULY 2023

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Spring Semester = 79 days of instruction plus 9 Saturdays = 88 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (11)

Summer includes the regular 6 or 8 week session beginning in June and ending in July with classes offered Monday- Thursday.

8.13.21 Additionally, non-credit and credit courses may be offered requiring a modified schedule.

## 2020-2021 Salary Schedules



**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 ACADEMIC SALARY SCHEDULE**  
**10 Month**

Effective: 7/1/2020

Board Approved:

5% Increase over 2019/2020

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	78,622	81,609	84,876	88,146	91,112
2	81,372	84,464	87,848	91,511	94,478
3	84,218	87,424	90,917	94,875	97,842
4	87,253	90,571	94,191	98,237	101,204
5	90,308	93,737	97,483	101,607	104,575
6 **	93,558	97,112	100,998	104,957	107,925
7	96,487	100,153	104,157	108,336	111,302
8	96,491	100,154	104,162	111,700	114,668
9	98,420	102,159	107,496	113,936	116,901
10	100,389	104,203	109,645	116,459	119,425
11	102,397	106,286	111,836	119,035	122,069
12	107,042	111,110	116,913	124,438	127,608
13	107,042	111,110	119,659	127,360	130,607
14 ***			119,659	127,360	130,607
15			119,659	127,360	130,607
16			122,470	130,354	133,673
17 ***			122,470	130,354	133,673
18				133,417	136,816
19 ***				136,553	140,031

# Disciplines requiring Master's Degree - placement: Graduate level semester units  
see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional  
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 ACADEMIC SALARY SCHEDULE**  
**11 MONTH**

Effective: 7/1/2020

Board Approved:

5% Increase over 2019/2020

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate	
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years	AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate	
<b>STEP</b>					
1	86,484	89,770	93,364	96,961	100,223
2	89,509	92,910	96,633	100,662	103,926
3	92,640	96,166	100,009	104,363	107,626
4	95,978	99,628	103,610	108,061	111,324
5	99,339	103,111	107,231	111,768	115,033
6 **	102,914	106,823	111,098	115,453	118,718
7	106,136	110,168	114,573	119,170	122,432
8	106,140	110,169	114,578	122,870	126,135
9	108,262	112,375	118,246	125,330	128,591
10	110,428	114,623	120,610	128,105	131,368
11	112,637	116,915	123,020	130,939	134,276
12	117,746	122,221	128,604	136,882	140,369
13	117,746	122,221	131,625	140,096	143,668
14 ***			131,625	140,096	143,668
15			131,625	140,096	143,668
16			134,717	143,389	147,040
17 ***			134,717	143,389	147,040
18				146,759	150,498
19 ***				150,208	154,034

# Disciplines requiring Master's Degree - placement: Graduate level semester units see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2020-2021 ASSOCIATE FACULTY LECTURE SALARY

### SCHEDULE (PER SEMESTER)

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

68.38% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	26,881	27,902	29,019	30,137	31,151
2	27,821	28,878	30,035	31,288	32,302
3	28,794	29,890	31,085	32,438	33,452
4	29,832	30,966	32,204	33,587	34,602
5	30,876	32,049	33,329	34,739	35,754
6 **	31,987	33,203	34,531	35,885	36,900
7	32,989	34,242	35,611	37,040	38,054
8	32,990	34,243	35,613	38,190	39,205
9	33,650	34,928	36,753	38,955	39,968
10	34,323	35,627	37,488	39,817	40,831
11	35,010	36,339	38,237	40,698	41,735
<i>For possible future negotiations.</i>					
12	36,598	37,989	39,973	42,545	43,629
13	36,598	37,989	40,911	43,544	44,655
14			40,911	43,544	44,655
15			40,911	43,544	44,655
16			41,872	44,568	45,703
17			41,872	44,568	45,703
18				45,615	46,777
19				46,687	47,877

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2020-2021 ASSOCIATE FACULTY LAB SALARY SCHEDULE

### (PER SEMESTER)

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	31,056	32,236	33,526	34,818	35,989
2	32,142	33,363	34,700	36,147	37,319
3	33,266	34,532	35,912	37,476	38,648
4	34,465	35,776	37,205	38,804	39,976
5	35,672	37,026	38,506	40,135	41,307
6 **	36,955	38,359	39,894	41,458	42,630
7	38,112	39,560	41,142	42,793	43,964
8	38,114	39,561	41,144	44,122	45,294
9	38,876	40,353	42,461	45,005	46,176
10	39,654	41,160	43,310	46,001	47,173
11	40,447	41,983	44,175	47,019	48,217
<b><i>For possible future negotiations.</i></b>					
12	42,282	43,888	46,181	49,153	50,405
13	42,282	43,888	47,265	50,307	51,590
14			47,265	50,307	51,590
15			47,265	50,307	51,590
16			48,376	51,490	52,801
17			48,376	51,490	52,801
18				52,700	54,042
19				53,938	55,312

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST 40% LOAD**  
**LECTURE**

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

68.38% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	26,881	27,902	29,019	30,137	31,151
2	27,821	28,878	30,035	31,288	32,302
3	28,794	29,890	31,085	32,438	33,452
4	29,832	30,966	32,204	33,587	34,602
5	30,876	32,049	33,329	34,739	35,754
6 **	31,987	33,203	34,531	35,885	36,900
7	32,989	34,242	35,611	37,040	38,054
8	32,990	34,243	35,613	38,190	39,205
9	33,650	34,928	36,753	38,955	39,968
10	34,323	35,627	37,488	39,817	40,831
11	35,010	36,339	38,237	40,698	41,735
12	36,598	37,989	39,973	42,545	43,629
13	36,598	37,989	40,911	43,544	44,655
14			40,911	43,544	44,655
15			40,911	43,544	44,655
16			41,872	44,568	45,703
17			41,872	44,568	45,703
18				45,615	46,777
19				46,687	47,877

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4.

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST 40% LOAD**  
**LAB**

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	31,056	32,236	33,526	34,818	35,989
2	32,142	33,363	34,700	36,147	37,319
3	33,266	34,532	35,912	37,476	38,648
4	34,465	35,776	37,205	38,804	39,976
5	35,672	37,026	38,506	40,135	41,307
6 **	36,955	38,359	39,894	41,458	42,630
7	38,112	39,560	41,142	42,793	43,964
8	38,114	39,561	41,144	44,122	45,294
9	38,876	40,353	42,461	45,005	46,176
10	39,654	41,160	43,310	46,001	47,173
11	40,447	41,983	44,175	47,019	48,217
12	42,282	43,888	46,181	49,153	50,405
13	42,282	43,888	47,265	50,307	51,590
14			47,265	50,307	51,590
15			47,265	50,307	51,590
16			48,376	51,490	52,801
17			48,376	51,490	52,801
18				52,700	54,042
19				53,938	55,312

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 Other Contract Pay:**  
**Non Instructional, Directed Study, Work Experience**

Effective: 7/1/2020

Board Approved:

5% Increase over 2019/2020

**102 A Work Experience/Directed Studies**

**\$254.34**

Applies to Work Experience, Directed Study, and other activities paid on a per student basis.

**101 B Non-Instructional Per Hour Rate**

**\$93.40**

Applies to non-instructional work, including:

- Overload work by full-time non-instructional faculty
- Work by associate non-instructional faculty
- Participation by associate non-instructional faculty in Professional Development Day (per Article 9.14)
- Participation by associate faculty in the Associate Faculty Orientation
- Faculty work on committees outside the normal contract year
- Participation by associate faculty in Norming activity as a preparation for board (holistic) grading
- Assessment placement
- Program review by associate faculty
- Curriculum development by associate faculty
- Grant writing by associate faculty
- Part-time program coordination by associate faculty
- Any other professional non-teaching assignment outside the regular contract for which there is not a negotiated rate

**Compensation for other non-teaching duties:**

1. Professional Development Days

Participation by associate instructional faculty in Professional Development Days shall be paid from the Associate Faculty Salary Schedule (Lecture, Lab, or a combination of Lecture and Lab according to the associate faculty member's instructional assignment).

2. Faculty Evaluation

Evaluation of associate faculty by full-time faculty shall be paid in accordance with Article 19.4.4 of the Faculty Contract.

3. Travel between Campuses – Concurrent Assignments

Faculty members who are required to provide service at the home college and an additional District site during the same day shall be paid for their travel between the home college and the additional site in accordance with Article 4.8.2 of the Faculty Contract.

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2020-2021 FULL-TIME FACULTY REGULAR OVERLOAD

### SALARY SCHEDULE - LECTURE (PER SEMESTER)

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

68.38% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications	BA + 45#	BA + 60#	BA + 81#	Doctorate	
Master's Degree	w/MA	w/MA	w/MA		
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications	AA + 40	AA + 80 *	Master's Degree	Doctorate	
AA + 6 Years	or Bachelor's Degree	or BA + 20 *			
<b>STEP</b>					
1	26,881	27,902	29,019	30,137	31,151
2	27,821	28,878	30,035	31,288	32,302
3	28,794	29,890	31,085	32,438	33,452
4	29,832	30,966	32,204	33,587	34,602
5	30,876	32,049	33,329	34,739	35,754
6 **	31,987	33,203	34,531	35,885	36,900
7	32,989	34,242	35,611	37,040	38,054
8	32,990	34,243	35,613	38,190	39,205
9	33,650	34,928	36,753	38,955	39,968
10	34,323	35,627	37,488	39,817	40,831
11	35,010	36,339	38,237	40,698	41,735
<b><i>For possible future negotiations.</i></b>					
12	36,598	37,989	39,973	42,545	43,629
13	36,598	37,989	40,911	43,544	44,655
14			40,911	43,544	44,655
15			40,911	43,544	44,655
16			41,872	44,568	45,703
17			41,872	44,568	45,703
18				45,615	46,777
19				46,687	47,877

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement



**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2020-2021 FULL-TIME FACULTY REGULAR OVERLOAD**  
**LAB SALARY SCHEDULE (PER SEMESTER)**

Effective: 7/1/2020

5% Increase over 2019/2020

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	31,056	32,236	33,526	34,818	35,989
2	32,142	33,363	34,700	36,147	37,319
3	33,266	34,532	35,912	37,476	38,648
4	34,465	35,776	37,205	38,804	39,976
5	35,672	37,026	38,506	40,135	41,307
6 **	36,955	38,359	39,894	41,458	42,630
7	38,112	39,560	41,142	42,793	43,964
8	38,114	39,561	41,144	44,122	45,294
9	38,876	40,353	42,461	45,005	46,176
10	39,654	41,160	43,310	46,001	47,173
11	40,447	41,983	44,175	47,019	48,217
<b><i>For possible future negotiations.</i></b>					
12	42,282	43,888	46,181	49,153	50,405
13	42,282	43,888	47,265	50,307	51,590
14			47,265	50,307	51,590
15			47,265	50,307	51,590
16			48,376	51,490	52,801
17			48,376	51,490	52,801
18				52,700	54,042
19				53,938	55,312

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

# 2021-2022 Salary Schedules

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 ACADEMIC SALARY SCHEDULE**  
**10 Month**

Effective: 7/1/2021

Board Approved:

4% Increase over 2020-2021

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	81,767	84,873	88,271	91,672	94,756
2	84,627	87,843	91,362	95,171	98,257
3	87,587	90,921	94,554	98,670	101,756
4	90,743	94,194	97,959	102,166	105,252
5	93,920	97,486	101,382	105,671	108,758
6 **	97,300	100,996	105,038	109,155	112,242
7	100,346	104,159	108,323	112,669	115,754
8	100,351	104,160	108,328	116,168	119,255
9	102,357	106,245	111,796	118,493	121,577
10	104,405	108,371	114,031	121,117	124,202
11	106,493	110,537	116,309	123,796	126,952
12	111,324	115,554	121,590	129,416	132,712
13	111,324	115,554	124,445	132,454	135,831
14 ***			124,445	132,454	135,831
15			124,445	132,454	135,831
16			127,369	135,568	139,020
17 ***			127,369	135,568	139,020
18				138,754	142,289
19 ***				142,015	145,632

# Disciplines requiring Master's Degree - placement: Graduate level semester units  
see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional  
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 ACADEMIC SALARY SCHEDULE**  
**11 MONTH**

Effective: 7/1/2021

Board Approved:

4% Increase over 2020-2021

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	89,944	93,360	97,098	100,839	104,232
2	93,090	96,627	100,498	104,688	108,083
3	96,346	100,013	104,009	108,537	111,932
4	99,817	103,613	107,755	112,383	115,777
5	103,312	107,235	111,520	116,238	119,634
6 **	107,030	111,096	115,542	120,071	123,466
7	110,381	114,575	119,155	123,936	127,329
8	110,386	114,576	119,161	127,785	131,181
9	112,593	116,870	122,976	130,342	133,735
10	114,846	119,208	125,434	133,229	136,622
11	117,142	121,591	127,940	136,176	139,647
12	122,456	127,109	133,749	142,358	145,983
13	122,456	127,109	136,890	145,699	149,414
14 ***			136,890	145,699	149,414
15			136,890	145,699	149,414
16			140,106	149,125	152,922
17 ***			140,106	149,125	152,922
18				152,629	156,518
19 ***				156,217	160,195

# Disciplines requiring Master's Degree - placement: Graduate level semester units  
see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional  
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2021-2022 ASSOCIATE FACULTY LECTURE SALARY

### SCHEDULE (PER SEMESTER)

Effective: 7/1/2021

4% Increase over 2020-2021

Board Approved:

70.72% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	28,913	30,011	31,213	32,415	33,506
2	29,924	31,061	32,306	33,652	34,744
3	30,971	32,150	33,434	34,890	35,981
4	32,087	33,307	34,638	36,126	37,217
5	33,210	34,471	35,849	37,365	38,457
6 **	34,405	35,712	37,141	38,597	39,689
7	35,482	36,831	38,303	39,840	40,931
8	35,484	36,831	38,305	41,077	42,169
9	36,193	37,568	39,531	41,899	42,990
10	36,918	38,320	40,321	42,827	43,918
11	37,656	39,086	41,127	43,774	44,890
<i>For possible future negotiations.</i>					
12	39,364	40,860	42,994	45,761	46,927
13	39,364	40,860	44,004	46,836	48,030
14			44,004	46,836	48,030
15			44,004	46,836	48,030
16			45,038	47,937	49,157
17			45,038	47,937	49,157
18				49,063	50,313
19				50,217	51,495

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2021-2022 ASSOCIATE FACULTY LAB SALARY SCHEDULE

### (PER SEMESTER)

Effective: 7/1/2021

4% Increase over 2020-2021

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	32,298	33,525	34,867	36,210	37,429
2	33,428	34,698	36,088	37,593	38,812
3	34,597	35,914	37,349	38,975	40,194
4	35,843	37,207	38,694	40,356	41,575
5	37,098	38,507	40,046	41,740	42,959
6 **	38,434	39,893	41,490	43,116	44,336
7	39,637	41,143	42,788	44,504	45,723
8	39,639	41,143	42,790	45,886	47,106
9	40,431	41,967	44,159	46,805	48,023
10	41,240	42,807	45,042	47,841	49,060
11	42,065	43,662	45,942	48,899	50,146
<b><i>For possible future negotiations.</i></b>					
12	43,973	45,644	48,028	51,119	52,421
13	43,973	45,644	49,156	52,319	53,653
14			49,156	52,319	53,653
15			49,156	52,319	53,653
16			50,311	53,549	54,913
17			50,311	53,549	54,913
18				54,808	56,204
19				56,096	57,525

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST 40% LOAD**  
**LECTURE**

Effective: 7/1/2021

4% Increase over 2020-2021

Board Approved:

70.72% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	28,913	30,011	31,213	32,415	33,506
2	29,924	31,061	32,306	33,652	34,744
3	30,971	32,150	33,434	34,890	35,981
4	32,087	33,307	34,638	36,126	37,217
5	33,210	34,471	35,849	37,365	38,457
6 **	34,405	35,712	37,141	38,597	39,689
7	35,482	36,831	38,303	39,840	40,931
8	35,484	36,831	38,305	41,077	42,169
9	36,193	37,568	39,531	41,899	42,990
10	36,918	38,320	40,321	42,827	43,918
11	37,656	39,086	41,127	43,774	44,890
12	39,364	40,860	42,994	45,761	46,927
13	39,364	40,860	44,004	46,836	48,030
14			44,004	46,836	48,030
15			44,004	46,836	48,030
16			45,038	47,937	49,157
17			45,038	47,937	49,157
18				49,063	50,313
19				50,217	51,495

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4.

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST**  
**40% LOAD LAB**

Effective: 7/1/2021

4% Increase over 2020-2021

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	32,298	33,525	34,867	36,210	37,429
2	33,428	34,698	36,088	37,593	38,812
3	34,597	35,914	37,349	38,975	40,194
4	35,843	37,207	38,694	40,356	41,575
5	37,098	38,507	40,046	41,740	42,959
6 **	38,434	39,893	41,490	43,116	44,336
7	39,637	41,143	42,788	44,504	45,723
8	39,639	41,143	42,790	45,886	47,106
9	40,431	41,967	44,159	46,805	48,023
10	41,240	42,807	45,042	47,841	49,060
11	42,065	43,662	45,942	48,899	50,146
12	43,973	45,644	48,028	51,119	52,421
13	43,973	45,644	49,156	52,319	53,653
14			49,156	52,319	53,653
15			49,156	52,319	53,653
16			50,311	53,549	54,913
17			50,311	53,549	54,913
18				54,808	56,204
19				56,096	57,525

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement



**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 Other Contract Pay:**  
**Non Instructional, Directed Study, Work Experience**

Effective: 7/1/2021

Board Approved:

4% Increase over 2020-2021

**102 A Work Experience/Directed Studies**

**\$264.51**

Applies to Work Experience, Directed Study, and other activities paid on a per student basis.

**101 B Non-Instructional Per Hour Rate**

**\$97.14**

Applies to non-instructional work, including:

- Overload work by full-time non-instructional faculty
- Work by associate non-instructional faculty
- Participation by associate non-instructional faculty in Professional Development Day (per Article 9.14)
- Participation by associate faculty in the Associate Faculty Orientation
- Faculty work on committees outside the normal contract year
- Participation by associate faculty in Norming activity as a preparation for board (holistic) grading
- Assessment placement
- Program review by associate faculty
- Curriculum development by associate faculty
- Grant writing by associate faculty
- Part-time program coordination by associate faculty
- Any other professional non-teaching assignment outside the regular contract for which there is not a negotiated rate

**Compensation for other non-teaching duties:**

1. Professional Development Days

Participation by associate instructional faculty in Professional Development Days shall be paid from the Associate Salary Schedule (Lecture, Lab, or a combination of Lecture and Lab according to the associate faculty member's instructional assignment).

2. Faculty Evaluation

Evaluation of associate faculty by full-time faculty shall be paid in accordance with Article 19.4.4 of the Faculty Contract.

3. Travel between Campuses – Concurrent Assignments

Faculty members who are required to provide service at the home college and an additional District site during the same day shall be paid for their travel between the home college and the additional site in accordance with Article 4.8.2 of the Faculty Contract.

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 FULL-TIME FACULTY REGULAR OVERLOAD**  
**LECTURE SALARY SCHEDULE**  
**(PER SEMESTER)**

Effective: 7/1/2021

4% Increase over 2020/2021

Board Approved:

68.38% Pro-Rata of Full-Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	27,956	29,018	30,180	31,343	32,397
2	28,934	30,034	31,237	32,539	33,594
3	29,946	31,086	32,328	33,735	34,790
4	31,025	32,205	33,492	34,931	35,986
5	32,111	33,330	34,663	36,129	37,184
6 **	33,267	34,531	35,912	37,320	38,376
7	34,308	35,612	37,036	38,522	39,576
8	34,310	35,612	37,037	39,718	40,773
9	34,996	36,325	38,223	40,513	41,567
10	35,696	37,052	38,987	41,410	42,465
11	36,410	37,793	39,766	42,326	43,405
<b><i>For possible future negotiations.</i></b>					
12	38,062	39,508	41,572	44,247	45,374
13	38,062	39,508	42,548	45,286	46,441
14			42,548	45,286	46,441
15			42,548	45,286	46,441
16			43,547	46,351	47,531
17			43,547	46,351	47,531
18				47,440	48,649
19				48,555	49,792

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2021-2022 FULL-TIME FACULTY REGULAR OVERLOAD**  
**LAB SALARY SCHEDULE**  
**(PER SEMESTER)**

Effective: 7/1/2021

4% Increase over 2020-2021

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	32,298	33,525	34,867	36,210	37,429
2	33,428	34,698	36,088	37,593	38,812
3	34,597	35,914	37,349	38,975	40,194
4	35,843	37,207	38,694	40,356	41,575
5	37,098	38,507	40,046	41,740	42,959
6 **	38,434	39,893	41,490	43,116	44,336
7	39,637	41,143	42,788	44,504	45,723
8	39,639	41,143	42,790	45,886	47,106
9	40,431	41,967	44,159	46,805	48,023
10	41,240	42,807	45,042	47,841	49,060
11	42,065	43,662	45,942	48,899	50,146
<b><i>For possible future negotiations.</i></b>					
12	43,973	45,644	48,028	51,119	52,421
13	43,973	45,644	49,156	52,319	53,653
14			49,156	52,319	53,653
15			49,156	52,319	53,653
16			50,311	53,549	54,913
17			50,311	53,549	54,913
18				54,808	56,204
19				56,096	57,525

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

## 2022-2023 Salary Schedules\*

\* Subject to change pursuant  
to May 2022 year over year  
Relevant Property Tax  
Revenue for the District, See  
8.1.1.3 & 9.1.1.3

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 ACADEMIC SALARY SCHEDULE**  
**10 Month**

Effective: 7/1/2022

Board Approved:

3% Increase over 2021-2022

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	84,220	87,419	90,919	94,422	97,599
2	87,166	90,478	94,103	98,026	101,205
3	90,215	93,649	97,391	101,630	104,809
4	93,465	97,020	100,898	105,231	108,410
5	96,738	100,411	104,423	108,841	112,021
6 **	100,219	104,026	108,189	112,430	115,609
7	103,356	107,284	111,573	116,049	119,227
8	103,362	107,285	111,578	119,653	122,833
9	105,428	109,432	115,150	122,048	125,224
10	107,537	111,622	117,452	124,751	127,928
11	109,688	113,853	119,798	127,510	130,761
12	114,664	119,021	125,238	133,298	136,693
13	114,664	119,021	128,178	136,428	139,906
14 ***			128,178	136,428	139,906
15			128,178	136,428	139,906
16			131,190	139,635	143,191
17 ***			131,190	139,635	143,191
18				142,917	146,558
19 ***				146,275	150,001

# Disciplines requiring Master's Degree - placement: Graduate level semester units  
see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional  
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 ACADEMIC SALARY SCHEDULE**  
**11 MONTH**

Effective: 7/1/2022

Board Approved:

3% Increase over 2021-2022

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	92,642	96,161	100,011	103,864	107,359
2	95,883	99,526	103,513	107,829	111,326
3	99,237	103,014	107,130	111,793	115,290
4	102,812	106,722	110,988	115,754	119,251
5	106,412	110,452	114,865	119,725	123,223
6 **	110,241	114,429	119,008	123,673	127,170
7	113,692	118,012	122,730	127,654	131,150
8	113,698	118,014	122,736	131,618	135,116
9	115,971	120,375	126,665	134,253	137,746
10	118,291	122,784	129,197	137,226	140,721
11	120,657	125,238	131,778	140,261	143,837
12	126,130	130,923	137,762	146,628	150,362
13	126,130	130,923	140,996	150,071	153,897
14 ***			140,996	150,071	153,897
15			140,996	150,071	153,897
16			144,309	153,599	157,510
17 ***			144,309	153,599	157,510
18				157,209	161,214
19 ***				160,903	165,001

# Disciplines requiring Master's Degree - placement: Graduate level semester units  
see Article 8.4

\* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

\*\* Maximum initial step placement

\*\*\* Steps 14, 17, and 19 require Professional Recognition plan approved by Professional  
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2022-2023 ASSOCIATE FACULTY LECTURE SALARY

### SCHEDULE (PER SEMESTER)

Effective: 7/1/2022

3% Increase over 2021-2022

Board Approved:

73% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	30,740	31,908	33,185	34,464	35,624
2	31,816	33,024	34,348	35,779	36,940
3	32,928	34,182	35,548	37,095	38,255
4	34,115	35,412	36,828	38,409	39,570
5	35,309	36,650	38,114	39,727	40,888
6 **	36,580	37,969	39,489	41,037	42,197
7	37,725	39,159	40,724	42,358	43,518
8	37,727	39,159	40,726	43,673	44,834
9	38,481	39,943	42,030	44,548	45,707
10	39,251	40,742	42,870	45,534	46,694
11	40,036	41,556	43,726	46,541	47,728
<b><i>For possible future negotiations.</i></b>					
12	41,852	43,443	45,712	48,654	49,893
13	41,852	43,443	46,785	49,796	51,066
14			46,785	49,796	51,066
15			46,785	49,796	51,066
16			47,884	50,967	52,265
17			47,884	50,967	52,265
18				52,165	53,494
19				53,390	54,750

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

# SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

## 2022-2023 ASSOCIATE FACULTY LAB SALARY SCHEDULE

### (PER SEMESTER)

Effective: 7/1/2022

3% Increase over 2021-2022

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	33,267	34,531	35,913	37,297	38,552
2	34,431	35,739	37,171	38,720	39,976
3	35,635	36,991	38,469	40,144	41,400
4	36,919	38,323	39,855	41,566	42,822
5	38,212	39,662	41,247	42,992	44,248
6 **	39,587	41,090	42,735	44,410	45,666
7	40,826	42,377	44,071	45,839	47,095
8	40,828	42,378	44,073	47,263	48,519
9	41,644	43,226	45,484	48,209	49,463
10	42,477	44,091	46,394	49,277	50,532
11	43,327	44,972	47,320	50,366	51,651
<b><i>For possible future negotiations.</i></b>					
12	45,292	47,013	49,469	52,653	53,994
13	45,292	47,013	50,630	53,889	55,263
14			50,630	53,889	55,263
15			50,630	53,889	55,263
16			51,820	55,156	56,560
17			51,820	55,156	56,560
18				56,452	57,890
19				57,779	59,250

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement



**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST 40% LOAD**  
**LECTURE**

Effective: 7/1/2022

3% Increase over 2021-2022

Board Approved:

73% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	30,740	31,908	33,185	34,464	35,624
2	31,816	33,024	34,348	35,779	36,940
3	32,928	34,182	35,548	37,095	38,255
4	34,115	35,412	36,828	38,409	39,570
5	35,309	36,650	38,114	39,727	40,888
6 **	36,580	37,969	39,489	41,037	42,197
7	37,725	39,159	40,724	42,358	43,518
8	37,727	39,159	40,726	43,673	44,834
9	38,481	39,943	42,030	44,548	45,707
10	39,251	40,742	42,870	45,534	46,694
11	40,036	41,556	43,726	46,541	47,728
12	41,852	43,443	45,712	48,654	49,893
13	41,852	43,443	46,785	49,796	51,066
14			46,785	49,796	51,066
15			46,785	49,796	51,066
16			47,884	50,967	52,265
17			47,884	50,967	52,265
18				52,165	53,494
19				53,390	54,750

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4.

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 INTERSESSION AND SUMMER FULL-TIME PRORATA**  
**SALARY SCHEDULE FOR FIRST 40% LOAD**  
**LAB**

Effective: 7/1/2022

3% Increase over 2021-2022

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate	
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate	
<b>STEP</b>					
1	33,267	34,531	35,913	37,297	38,552
2	34,431	35,739	37,171	38,720	39,976
3	35,635	36,991	38,469	40,144	41,400
4	36,919	38,323	39,855	41,566	42,822
5	38,212	39,662	41,247	42,992	44,248
6 **	39,587	41,090	42,735	44,410	45,666
7	40,826	42,377	44,071	45,839	47,095
8	40,828	42,378	44,073	47,263	48,519
9	41,644	43,226	45,484	48,209	49,463
10	42,477	44,091	46,394	49,277	50,532
11	43,327	44,972	47,320	50,366	51,651
12	45,292	47,013	49,469	52,653	53,994
13	45,292	47,013	50,630	53,889	55,263
14			50,630	53,889	55,263
15			50,630	53,889	55,263
16			51,820	55,156	56,560
17			51,820	55,156	56,560
18				56,452	57,890
19				57,779	59,250

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 Other Contract Pay:**  
**Non Instructional, Directed Study, Work Experience**

Effective: 7/1/2022

Board Approved:

3% Increase over 2021-2022

**102 A Work Experience/Directed Studies**

**\$272.45**

Applies to Work Experience, Directed Study, and other activities paid on a per student basis.

**101 B Non-Instructional Per Hour Rate**

**\$100.05**

Applies to non-instructional work, including:

- Overload work by full-time non-instructional faculty
- Work by associate non-instructional faculty
- Participation by associate non-instructional faculty in Professional Development Day (per Article 9.14)
- Participation by associate faculty in the Associate Faculty Orientation
- Faculty work on committees outside the normal contract year
- Participation by associate faculty in Norming activity as a preparation for board (holistic) grading
- Assessment placement
- Program review by associate faculty
- Curriculum development by associate faculty
- Grant writing by associate faculty
- Part-time program coordination by associate faculty
- Any other professional non-teaching assignment outside the regular contract for which there is not a negotiated rate

**Compensation for other non-teaching duties:**

1. Professional Development Days

Participation by associate instructional faculty in Professional Development Days shall be paid from the Associate Faculty Salary Schedule (Lecture, Lab, or a combination of Lecture and Lab according to the associate faculty member's instructional assignment).

2. Faculty Evaluation

Evaluation of associate faculty by full-time faculty shall be paid in accordance with Article 19.4.4 of the Faculty Contract.

3. Travel between Campuses – Concurrent Assignments

Faculty members who are required to provide service at the home college and an additional District site during the same day shall be paid for their travel between the home college and the additional site in accordance with Article 4.8.2 of the Faculty Contract.

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 FULL-TIME FACULTY REGULAR OVERLOAD**  
**LECTURE SALARY SCHEDULE**  
**(PER SEMESTER)**

Effective: 7/1/2022

3% Increase over 2021/2022

Board Approved:

68.38% Pro-Rata of Full-Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
1	28,795	29,889	31,085	32,283	33,369
2	29,802	30,934	32,174	33,515	34,602
3	30,845	32,019	33,298	34,747	35,834
4	31,956	33,171	34,497	35,978	37,065
5	33,075	34,331	35,702	37,213	38,300
6 **	34,265	35,566	36,990	38,440	39,527
7	35,337	36,680	38,147	39,677	40,764
8	35,339	36,681	38,149	40,909	41,997
9	36,046	37,415	39,370	41,728	42,814
10	36,767	38,164	40,157	42,652	43,739
11	37,502	38,926	40,959	43,596	44,707
<b><i>For possible future negotiations.</i></b>					
12	39,204	40,693	42,819	45,575	46,735
13	39,204	40,693	43,824	46,645	47,834
14			43,824	46,645	47,834
15			43,824	46,645	47,834
16			44,854	47,741	48,957
17			44,854	47,741	48,957
18				48,863	50,108
19				50,011	51,285

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**2022-2023 FULL-TIME FACULTY REGULAR OVERLOAD**  
**LAB SALARY SCHEDULE**  
**(PER SEMESTER)**

Effective: 7/1/2022

3% Increase over 2021-2022

Board Approved:

79% Pro-Rata of Full Time Salary Schedule

	<b>CLASS II</b>	<b>CLASS III</b>	<b>CLASS IV</b>	<b>CLASS V</b>	<b>CLASS VI</b>
<b>DISCIPLINES REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
<b>DISCIPLINES NOT REQUIRING MASTER'S DEGREE:</b>					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
<b>STEP</b>					
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10	42,477	44,091	46,394	49,277	50,532
11	43,327	44,972	47,320	50,366	51,651
<b><i>For possible future negotiations.</i></b>					
12	45,292	47,013	49,469	52,653	53,994
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14			50,630	53,889	55,263
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17			51,820	55,156	56,560
18				56,452	57,890
19				57,779	59,250

# Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

\* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

\*\* Maximum initial step placement

**San Jose Evergreen Community College District**  
**CONTENTS PAGE FOR ASSOCIATE FACULTY EVALUATION**

Faculty Member's Name: \_\_\_\_\_ College: \_\_\_\_\_

Date Of Hire: \_\_\_\_\_ Evaluation is for the period of: \_\_\_\_\_

**SRP Status:**    \_\_\_ Granted SRP at **EVC** or **SJCC** (circle one) on this date: \_\_\_\_\_  
                  \_\_\_ Seeking SRP at **EVC** or **SJCC** (circle one); currently in 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> semester  
                  \_\_\_ No SRP

**Associate Evaluation Committee Names**

Immediate Administrator/Designee: \_\_\_\_\_

Peer Evaluator: \_\_\_\_\_

Mentor (if applicable): \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. Evaluation by Administrator
2. Observation of Performance
3. Summary of Student Evaluation Scantron Form (every semester)  
Provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
4. Summary Report

**San Jose Evergreen Community College District SUMMARY  
EVALUATION ASSOCIATE FACULTY**

Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

**NOTE: Any rating of "Needs Improvement" or "Unsatisfactory" must be accompanied by all documentation that was used to arrive at such rating.**

Reviewed recommendation(s) from previous evaluation(s), if applicable. Yes ( ) No ( )

Indicate recommendations in the following areas:

- A. Demonstrated proficiency in subject matter and/or area of responsibility:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory
- B. Communicates well with students:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory
- C. Overall Evaluation:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory

\_\_\_ **Granted SRP at EVC or SJCC (circle one) on this date:** \_\_\_\_\_

\_\_\_ **Seeking SRP at EVC or SJCC (circle one) ; currently in 1<sup>st</sup> 2<sup>nd</sup> 3<sup>rd</sup> semester**

\_\_\_ **No SRP**

☐ Complied with self-evaluation component.

**Signatures**

Peer Evaluator: \_\_\_\_\_  
type/print name signature date

Immediate Administrator/Designee: \_\_\_\_\_  
type/print name signature date

**To Associate Faculty: Evaluations are filed in the associate faculty's personnel file maintained in the Office of Academic Support/Services. When derogatory information appears in an evaluation, Section 6.4 of the Collective Bargaining Agreement provides that the information shall not be entered or filed in the faculty member's personnel file until he/she is given written notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Please sign below acknowledging that you have the right to attach your response to derogatory statements within ten working days.**

Associate Faculty's Signature of Acknowledgement:

Associate Faculty's Comments: (A separate sheet may be used)

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

APPENDIX E

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**San Jose-Evergreen Community College District**  
**CONTENTS PAGE FOR TENURE-TRACK FACULTY EVALUATION**

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**Faculty Member's Name:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_ **Evaluation is for the period of** \_\_\_\_\_

**Circle year of Tenure Process:** 1 2 3 4

**Tenure Review Committee Names (indicate Committee Chair with asterisk (\*))**

**Immediate Administrator:** \_\_\_\_\_

**Administrative Faculty Appointment:** \_\_\_\_\_

**Faculty Member's Peer Appointment:** \_\_\_\_\_

**Mentor (if applicable):** \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
  - ☐ Observation Form for Academic Skills Faculty
  - ☐ Observation Form for Case Manager Faculty
4. **Self-Evaluation**
5. **Summary of Student Surveys Scantron Forms** (*every semester*)  
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)



**San Jose-Evergreen Community College District**  
**SUMMARY EVALUATION REPORT FOR TENURE-TRACK FACULTY**

Faculty Member: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable Yes ( ) No ( )

For items below, see Article 20.6	
<b>A. Professional Criteria</b>	
	Demonstrates currency and depth of knowledge in assigned area of responsibility.
	Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
	Demonstrates an ability to adapt methodologies for students with special needs and different styles of learning and/or accessing information.
	Demonstrates the ability to teach, counsel, advise, inform and/or assist students effectively as appropriate to their job description.
	Uses methods and materials appropriate to the subject matter being presented, researched, or discussed.
	Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
	Maintains and provides a current course syllabus as required by California Education Code (Instructional faculty)
	Meets record keeping obligations on time, e.g., grades, census reports, rosters, textbook orders, and requisitions.
	Submits and maintains appropriate office hours.
	Demonstrates a continuing commitment to professional development including but not limited to activities such as; participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
	Meets all professional responsibilities.
<b>B. Collegial Criteria</b>	
	Works cooperatively within the college community with students, staff, faculty and administrators.
	Fosters a professional working environment.
	Demonstrates effective communication skills.
	Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.
	Fosters an environment that promotes equity and inclusion for students and employees.
<b>C. Organizational Criteria (For years 2, 3, and 4)</b>	
Demonstrates a continuing commitment to the betterment of the faculty member's department and college through participation in responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or-district, and other activities as set forth in Article 12.5 (Faculty Professional Responsibility).	
<b>D. Demonstrated progress in Professional Growth and Development</b>	

Committee's Evaluation:

**Professional Criteria**

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

**Collegial Criteria**

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

**Organizational Criteria (For years 2, 3, and 4)**

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

Distinguished Performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
Proficient Performance – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.
Needs Improvement – does not fully meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required.
Does Not Meet the Requirements of Assignment- This rating indicates that the TRC does not reasonably expect the evaluatee to improve. The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made in any of the three evaluation criteria areas, in evaluation years one, two, or four, the recommendation shall be not to renew and to deny tenure.

**Committee's Overall Recommendation:**

- ☐ one-year contract renewal   ☐ two-year contract renewal   ☐ non-renewal   ☐ recommendation for tenure  
☐ recommendation for early tenure   ☐ denial of tenure

Committee's comments:

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If the committee recommends early tenure, it must provide an explanation of rationale:

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☐ Complied with self-evaluation component.

**Evaluation Committee:**

Committee Member:

\_\_\_\_\_

Type/Print	Signature	Date
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Committee Member:

\_\_\_\_\_

Type/Print	Signature	Date
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Immediate Administrator/Designee:

\_\_\_\_\_

Type/Print	Signature	Date
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Tenure-Track Faculty Member's Comments (optional): \_\_\_\_\_

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Tenure-Track Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**President's Review:** (Check one box for each criteria below)

***Professional Criteria***

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

***Collegial Criteria***

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

***Organizational Criteria (For years 2, 3, and 4)***

☐ Distinguished Performance   ☐ Proficient Performance   ☐ Needs Improvement   ☐ Does not meet the requirements of assignment

**President's Overall Recommendation:**

☐ one-year contract   ☐ two-year contract   ☐ non-renewal   ☐ recommendation for tenure  
☐ early tenure   ☐ denial of tenure

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Received in the District Human Resources Office

Received by (initials): \_\_\_\_\_ Date Received: \_\_\_\_\_

**San Jose-Evergreen Community College District**  
**CONTENTS PAGE FOR GRANT-FUNDED NON-TENURED**  
**CATEGORICAL FACULTY EVALUATION**

---

**Faculty Member's Name:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_ **Evaluation is for the period of** \_\_\_\_\_

**Evaluation Committee Names (indicate Committee Chair with asterisk)**

**Immediate Administrator:** \_\_\_\_\_

**Faculty Member's Peer Appointment:** \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
4. **Self-Evaluation**
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)  
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

**San Jose-Evergreen Community College District**  
**SUMMARY EVALUATION REPORT FOR GRANT-FUNDED**  
**NON-TENURED CATEGORICAL FACULTY**

---

Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

\_\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable      Yes ( )      No ( )

For items below, see Article 21.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

**Committee's Overall Evaluation:** (check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

☐ Complied with self-evaluation component.

**Evaluation Committee:**

Committee Member:

\_\_\_\_\_  
Type/Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Immediate Administrator/Designee:

\_\_\_\_\_  
Type/Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Pg 1 of 2

**San Jose-Evergreen Community College District**  
**SUMMARY EVALUATION REPORT FOR GRANT-FUNDED**  
**NON-TENURED CATEGORICAL FACULTY**

---

Faculty Member's Comments (optional): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**President's Recommendation:** (Check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>
Received in the District Human Resources Office
Received by (initials): _____ Date Received: _____

**San Jose-Evergreen Community College District**  
**CONTENTS PAGE FOR TENURED FACULTY EVALUATION**

---

**Faculty Member's Name:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Date of Hire:** \_\_\_\_\_ **Evaluation is for the period of** \_\_\_\_\_

**Evaluation Committee Names (indicate Committee Chair with asterisk)**

**Immediate Administrator:** \_\_\_\_\_

**Faculty Member's Peer Appointment:** \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
  - ☐ Observation Form for Classroom Faculty
  - ☐ Observation Form for Counseling Faculty
  - ☐ Observation Form for Coordinator of Disabled Students Program Services
  - ☐ Observation Form for Health Services Faculty
  - ☐ Observation Form for Librarians
4. **Self-Evaluation**
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)  
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

**San Jose-Evergreen Community College District  
Summary Evaluation Report for Tenured Faculty**

---

Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

\_\_\_ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable

Yes

No

For items below, see Article 22.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

**Committee's Overall Evaluation:** (check one recommendation below)

\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

☐ Complied with self-evaluation component.

**Evaluation Committee:**

Committee Member:

\_\_\_\_\_  
Type/Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Immediate Administrator/Designee:

\_\_\_\_\_  
Type/Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Pg 1 of 2



**San Jose-Evergreen Community College District  
Summary Evaluation Report for Tenured Faculty**

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Tenured Faculty Member's Comments (optional): \_\_\_\_\_

Tenured Faculty Member's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

President's Comments: \_\_\_\_\_

**President's Recommendation:** (Check one recommendation below)

\_\_\_\_ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

\_\_\_\_ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

\_\_\_\_ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

\_\_\_\_ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>FOR OFFICE USE ONLY</b>
Received in the District Human Resources Office
Received by (initials): _____ Date Received: _____

**San Jose-Evergreen Community College District**  
**CONTENTS PAGE FOR FULL-TIME TEMPORARY AND TENURE-TRACK CONTRACT**  
**FACULTY WORKING UNDER AN INITIAL SPRING SEMESTER CONTRACT EVALUATION**

Faculty Member's Name: \_\_\_\_\_ College: \_\_\_\_\_

Date Of Hire: \_\_\_\_\_ Evaluation is for the period of: \_\_\_\_\_

**Evaluation Committee Names**

Immediate Administrator/Designee: \_\_\_\_\_

Peer Evaluator: \_\_\_\_\_

Mentor (if applicable): \_\_\_\_\_

**Documents to include in this evaluation packet:**

1. Evaluation by Administrator
2. Observation of Performance
3. Summary of Student Survey Scantron Form (every semester)  
Provide a numerical summary of the objective items on the Student Survey Scantron Form as well as a typed copy of student comments.
4. Self-Evaluation
5. Summary Report

**San Jose Evergreen Community College District**  
**SUMMARY EVALUATION FULL-TIME TEMPORARY AND TENURE-TRACK CONTRACT**  
**FACULTY WORKING UNDER AN INITIAL SPRING CONTRACT**

---

Faculty Member: \_\_\_\_\_

Date of Hire: \_\_\_\_\_

Evaluation Period: \_\_\_\_\_

**NOTE: Any rating of “Needs Improvement” or “Unsatisfactory” must be accompanied by all documentation that was used to arrive at such rating.**

Reviewed recommendation(s) from previous evaluation(s), if applicable. Yes ( ) No ( )

Indicate recommendations in the following areas:

- A. Demonstrated proficiency in subject matter and/or area of responsibility:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory
- B. Communicates well with students:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory
- C. Overall Evaluation:  
\_\_\_Distinguished \_\_\_Proficient \_\_\_Needs Improvement \_\_\_Unsatisfactory

☐ Complied with self-evaluation component.

**Signatures**

Peer Evaluator: \_\_\_\_\_  
type/print name signature date

Immediate Administrator/Designee: \_\_\_\_\_  
type/print name signature date

**To Faculty: Evaluations are filed in the faculty’s personnel file maintained in the District Human Resources Office. When derogatory information appears in an evaluation, Section 6.4 of the Collective Bargaining Agreement provides that the information shall not be entered or filed in the faculty member’s personnel file until he/she is given written notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Please sign below acknowledging that you have the right to attach your response to derogatory statements within ten working days.**

Faculty’s Signature of Acknowledgement: \_\_\_\_\_

Faculty’s Comments: (A separate sheet may be used)

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

San Jose Evergreen Community College District

**Faculty Service Area (FSA) Request Form**

**Must Be Submitted By February 15<sup>th</sup>**

☐ Add an FSA

- Complete District Academic Equivalency Form
- Submit to Human Resources with backup documentation, original transcripts, etc.

☐ Correction to FSA

- Submit a brief explanation of what you feel is wrong with your currently listed FSA.

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☐ Delete FSA

- Submit a brief explanation showing reasons for your request to delete an FSA.

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Name \_\_\_\_\_ Campus: \_\_\_\_\_  
(Please print):

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SAN JOSE·EVERGREEN COMMUNITY COLLEGE DISTRICT**

**Leave Request Form**

All absences should be requested and approved prior to the leave being taken except in emergencies

Name: \_\_\_\_\_

Department: \_\_\_\_\_

I request (type of leave):

- ☐ Sick\*      ☐ Vacation      ☐ Bereavement      ☐ Unpaid Leave
- ☐ Personal Necessity      ☐ Personal Business (Faculty)      ☐ Long term
- ☐ Child rearing      ☐ other (military, jury, etc.)

for \_\_\_\_\_ day (number of days) \_\_\_\_\_ (dates).

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

\*Sick leave may require medical certification. Please refer to the collective bargaining contract:  
FA Article 13  
CSEA Article 13  
Board Policy 2600

**Please forward a copy of all leave requests, except vacation and personal, to Human Resources.**

# SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

San Jose City College/Evergreen Valley College

## MEDICAL RELEASE TO WORK

EMPLOYEE'S NAME \_\_\_\_\_

EMPLOYEE'S JOB TITLE \_\_\_\_\_

WORK SCHEDULE \_\_\_\_\_ HOURS PER DAY \_\_\_\_\_ HOURS PER WEEK \_\_\_\_\_

Date of visit: \_\_\_\_\_ Re-evaluation on: \_\_\_\_\_

Employee was ill and unable to work from \_\_\_\_\_ through \_\_\_\_\_

**Based on the attached job description, employee:**

☐ Can return to full duties with NO RESTRICTIONS on: \_\_\_\_\_

**OR**

☐ Can participate in a modified work program starting \_\_\_\_\_ and continuing to \_\_\_\_\_

**If modified work is not available, is this patient then able to work for this time period?** ☐ Yes ☐ No

☐ Restrictions, based on the above stated hours per day, employee can:

stand/walk \_\_\_\_\_ hours at a time \_\_\_\_\_ total hours ☐ no restrictions

sit \_\_\_\_\_ hours at a time \_\_\_\_\_ total hours ☐ no restrictions

drive \_\_\_\_\_ hours at a time \_\_\_\_\_ total hours ☐ no restrictions

Lift/Carry: (Occasionally = up to 1/3 workday. Frequently = up to 2/3 workday)

0-10 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

11-25 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

26-40 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

Employee is able to:

bend ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

squat ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

kneel ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

climb ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

reach above shoulders ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

perform rep. hand mot. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

\_\_\_\_\_  
Doctor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Doctor's Name (please print)

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**San Jose-Evergreen Community College District  
Catastrophic Illness Leave**

**Application for Sick Leave Form**

I, \_\_\_\_\_, Faculty member of the San Jose/Evergreen  
(Please print your name)

Community College District, hereby request that additional sick leave days be credited to me from the District's Catastrophic Illness (CIL) Leave Bank. I understand that this CIL can only be used for catastrophic illness. Attached is a physician's certification statement, which verifies the catastrophic illness or injury as defined in the Faculty Collective Bargaining Agreement. I further understand that to be eligible for this benefit, I must have exhausted all accrued sick leave.

I am requesting \_\_\_\_\_ sick days from the CIL bank.

\_\_\_\_\_  
Faculty Member's Name (Please print)

\_\_\_\_\_  
Employee Identification Number

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Human Resources

\_\_\_\_\_  
Date

\_\_\_\_\_  
AFT 6157 President's Signature

\_\_\_\_\_  
Date

**To Be Completed by Human Resources**

Sick Leave Balance prior to application: \_\_\_\_\_

Sick Leave Balance after receiving donated days: \_\_\_\_\_

\_\_\_\_\_  
Date



**Catastrophic Illness Leave  
Donation of Sick Leave Form**

I, \_\_\_\_\_, a faculty member of the San Jose·Evergreen  
(Please print your name)

Community College District, request to donate sick leave from my accumulated District sick leave balance and affirm that I have read the Catastrophic Illness Leave (CIL) procedure. I further understand that donated sick leave becomes the property of the San Jose/Evergreen Community College District sick leave donation bank, and under no circumstances will it be returned. Your donation of sick leave (see below) ensures your right to access the Catastrophic Illness Leave Fund per Article 13.21

**Full-Time Faculty:** I hereby direct the San Jose·Evergreen Community College District to transfer from my accumulated sick leave balance (**in 1 day increments**) \_\_\_\_\_ day(s), not to exceed **fifteen (15)** days to be donated to the sick leave donation bank.

**Associate Faculty:** I hereby direct the San Jose·Evergreen Community College District to transfer from my accumulated sick leave balance (**minimum 3.4 hours**) \_\_\_\_\_ hours not to exceed **17 hours** to be donated to the sick leave donation bank.

\_\_\_\_\_  
Faculty Member's Name (please print)

\_\_\_\_\_  
Employee ID

\_\_\_\_\_  
Faculty Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice Chancellor- Human Resources

\_\_\_\_\_  
Date

Submit Form to Human Resources Analyst

**To Be Completed by Human Resources**

Sick Leave Balance prior to donation: \_\_\_\_\_

Sick Leave Balance after donation: \_\_\_\_\_

\_\_\_\_\_  
Date



## **SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**

### **APPLICATION FOR APPROVAL OF UNITS FOR CREDIT ON THE SALARY SCHEDULE (SALARY/CLASS CHANGES)**

#### **ADVANCEMENT OF ALL FULL-TIME FACULTY ON SALARY SCHEDULE**

Movement across the salary classes is based on continuing educational development of the faculty member. See Article 8.9

#### **ADVANCEMENT OF ALL ADJUNCT FACULTY ON SALARY SCHEDULE**

Effective Fall 2007 adjunct faculty were placed on the full time salary schedule at a pro rata amount which meant they were able to advance across the salary schedule. Movement across the salary classes is based on continuing educational development of the faculty member. See Article 9.8

NAME: \_\_\_\_\_

DIVISION/DISCIPLINE: \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_

COLLEGE: \_\_\_\_\_

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to Districts Educational Program.**

Faculty may advance across the classes using the following methods: (Check the appropriate box that applies to your proposal.)

PLEASE NOTE: 1, 2 and 3 do not need approval by the PRC. Please submit your paperwork directly to Human Resources.

#### **GRADUATE COURSE (S)**

1. ☐ Unit requirements for advancement in classes must be completed after the baccalaureate degree is granted and from an institution recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.

#### **LEARNING COMMUNITIES**

2. ☐ Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member shall receive one (1) semester unit credit 8.9.7.2 (1) and 9.8.5.2 (1). Maximum of six (6) unit equivalents per salary/class change.

#### **SERVICE LEARNING**

3. ☐ Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit 8.9.7.2 (2) and 9.8.5.2 (2). Maximum of six (6) unit equivalents per salary/class change.

#### **For 4 and 5:**

- 
- Submit an electronic copy of application and proposal to Human Resources Office.
  - Submit an electronic copy of completion report to Human Resources Office, pursuant to the requirements stated in Article 8.9.3.2 and 9.8.1.2 and restated in the last paragraph of this form in bold, for credit on the Salary Schedule in that academic year.
-

**UNDERGRADUATE COURSE CREDIT (S)**

4. ☐ Undergraduate coursework (lower division and upper division courses) may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area. To assure credit, faculty should seek approval from the PRC. (See 8.9.3.1 and 9.8.1.1 last sentence.)

**NON-ACADEMIC EXPERIENCE (S)**

5. ☐ To receive credit, faculty shall seek approval from the PRC for related academic experience (s). The faculty shall submit a written report of the work completed and its relevant value (8.9.6 and 9.8.4). Attach Proposal. 60 hours shall be required to earn 1 unit. Maximum of six (6) unit equivalents per salary/class change.

PRC Meeting: \_\_\_\_\_

Action (Undergraduate course credit and related academic experience only):

## PROCEDURE FOR SALARY/CLASS CHANGE APPLICATION

- I. Fill out Application and attach your proposal.
- II. Submit proposal to the PRC for approval when undertaking undergraduate units and nonacademic experience in accordance with Article 8.9.3.1 and 9.8.1.1 . Graduate units, service learning and learning community activities are not forwarded by Human Resources to the PRC.

### A. Service Learning: ten (10) students per semester = one (1) unit of credit

Develop, implement, supervise and evaluate student service learning projects. Required verification: a list of students participating in service learning.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### B. Learning Communities:

Each unit of linked classroom time (not your own class) equals one (1) semester unit of credit. To qualify, participate in a linked class for a minimum of one hour per week and confer with your colleague on the planning of classroom activities and instructional strategies. Required verification of completion: name of learning community, semester, other faculty member's name and statement of hours spent per week.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### C. Related Academic Experience:

Credit may be granted for related academic experiences only if they have been completed outside of assigned working hours. When computing credit for activities for a salary/class change, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

Continuing Education Units: Required verification of completion: official certificate of completion showing the hours/units completed.

Continuing Education Hours: Required verification of completion: official certificate of completion from a professional association showing the hours completed.

Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.

Workshops, Conferences: Required evidence of completion: official certificate of attendance or equivalent and hours in attendance.

Work Experience, Research/Writing Project and Publication: Required evidence of completion: report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing

project or publication is involved, a copy should be presented to the Committee. A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

### **III. Preparing the Plan**

#### **A. The activities addressed in the plan must be specifically described.**

1. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
2. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
3. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
4. When work experience or a project is involved, clearly describe the nature of the object, expected amount of time required for completion, etc.

**B. Modifications:** If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

### **IV. A member of PRC will inform you in writing of your status.**

### **V. Verification of Completion of the Plan**

After completing the activities in the approved plan:

- A.** Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B.** Send official transcript(s) of completed units taken directly to Human Resources.

All required verifying evidence of completion for movement ACROSS the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**

**PROFESSIONAL RECOGNITION APPLICATION  
Activity Payment**

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: \_\_\_\_\_  
Division/Discipline: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
Campus: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_

Required components of Plan (attach proposal): (Check the appropriate box that applies to your proposal.)

- ☐ **Proposed goals with statement of relevancy to professional growth.**
- ☐ **Description of activities to achieve goals.**
- ☐ **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- ☐ **Relationship of goals and activities to District's Educational Program.**

**Due Date:**

Application shall be submitted no earlier than the beginning of the first year of eligibility.  
(Faculty Contract, Article 10.2.1)

---

PRC Meeting: \_\_\_\_\_  
Action: \_\_\_\_\_

---

**SUBMIT 10 COPIES PLUS ORIGINAL TO P.R.C., IN CARE OF HUMAN RESOURCE OFFICE**

**PROFESSIONAL RECOGNITION APPLICATION**  
**Steps 16, 18 and 19 Movement**

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: \_\_\_\_\_  
Division/Discipline: \_\_\_\_\_  
Assignment: \_\_\_\_\_  
College: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date of Hire: \_\_\_\_\_

\_\_\_\_\_ Step 16      \_\_\_\_\_ Step 18      \_\_\_\_\_ Step 19

Required components of Plan (attach proposal outlining the following):

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to District's educational program.**

**Due Date:**

- Application shall be submitted no earlier than the beginning of the first year of eligibility (Faculty Contract, Article 10.2.2.1).

- 
- All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

Human Resources Department: Current Step \_\_\_\_\_

PRC Meeting: \_\_\_\_\_  
Action: \_\_\_\_\_

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**SUBMIT AN ELECTRONIC COPY OF APPLICATION AND PROPOSAL TO HUMAN RESOURCES OFFICE**

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## ELIGIBILITY FOR PROFESSIONAL RECOGNITION

### **I. Eligibility to Initiate:**

- A. Step 16: At step 13 or above.
- B. Step 18: At step 16 or above.
- C. Step 19: At step 18 or above.

### **Longevity Requirement:**

- A. Step 16: 9 years at Step 5 or above.
- B. Step 18: 12 years at Step 5 or above.
- C. Step 19: 14 years at Step 5 or above.

Pursuant to Article 10.2.2.3, any member who, pursuant to the terms of the 2017-2020 CBA, completed the PRC requirements:

- a. to move from step 13 to step 14 shall have that PRC count for advancement from step 15 to 16; or
- b. to move from step 16 to 17 shall have that PRC count for advancement from step 17 to 18.

### **II. Submission of Plan**

- A. A plan may be submitted for Step 16 and Step 18 in Classes IV – VI, and Step 19 in Classes V – VI, no earlier than the first year of eligibility.
- B. In order to submit a plan for Step 18, the applicant must have completed activities for Step 16. The plan may be submitted no earlier than the first year of eligibility placement at Step 17 in Classes IV through VI.
- C. In order to submit a plan for Step 19, the applicant must have completed activities for Step 18. The plan may be submitted no earlier than the first year of eligibility placement at Step 18 in Classes V through VI.

### **III. When to Begin Activities Specified in the Plans:**

- A. When Step 13 has been reached and the plan for Step 16 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and the longevity requirement has been reached (9 years at Step 5 or above), the faculty member will advance to Step 16 according to 10.7.2.
- B. When Step 16 has been reached and a plan for Step 18 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (12 years at Step 5 or above), the faculty member may proceed to Step 17 according to 10.7.2.
- C. When Step 18 has been reached and a plan for Step 19 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (14 years at Step 5 or above), the faculty member will advance to Step 19 according to 10.7.2.

#### IV. General Criteria for the Plan

- A. Activities shall have direct and significant relevance to the specific faculty assignment (10.4).
- B. Plan shall have approval **by the PRC** in accordance with Article 10.2.3
- C. The plan shall be equivalent to nine-semester units (10.4.1). **One** quarter unit is 2/3 of a semester unit.
- D. Three units in each plan shall be collegiate-level academic coursework (10.4.1). All coursework shall be completed at a college or university accredited by an agency recognized by the American Council on Education.

#### V. Unit Criteria for Activities

Credit may be granted for activities only if they have been completed outside of assigned working hours (Section 10.4.3). When computing credit for activities other than academic/continuing education coursework, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

- A. Academic Coursework. Credit is awarded on the basis of semester units of undergraduate/graduate work granted from an accredited college or university including college credit earned from conferences or institutes. Required verification of completion: official transcript sent directly to the Human Resources Department by an accredited college or university.
- B. Continuing Education Units: Continuing Education Units recorded on an official transcript from a college/university accredited by the American Council on Post-Secondary Education will be credited according to that institution's policy. 1.5 continuing education units earned through at least 15 hours of learning activity are equivalent to one (1) semester unit (10.4.1.a). Required verification of completion: official certificate of completion.
- C. Continuing Education Hours: Continuing Education Hours documented by official certificate from a professional association by the State of California is credited as follows: 15 hours per semester unit. Without such official documentation, credit is awarded on a 45 hour per semester unit basis.
- D. Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Forty-five (45) hours is the equivalent of one (1) semester unit with a maximum of three (3) units in any 9-unit block (10.4.2). Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.
- E. Workshops, Conferences: For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours (10.4.3). Required evidence of completion: official certificate of attendance or equivalent.
- F. Work Experience, Research/Writing Project and Publication: Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any 9-unit block) (Section 10.4.1.b). Required evidence of completion: Report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee.
- G. Learning Communities: Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member can receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step. (10.3.8.2) (1).



- H. Service Learning: Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step (10.3.8.2 )(2).

## **VI. Preparing the Plan-**

The written plan should address these specific requirements:

1. The overall purpose/goal must be clearly defined. All varied and enriching activities should be related to the overall goal. In this sense, the applicant will have developed a “plan” rather than a list of several activities which may/may not have an apparent relationship to an overall goal.
2. The activities addressed in the plan must be specifically described.
  - a. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
  - b. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
  - c. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
  - d. When work experience or a project is involved, clearly describe the nature of the project, expected amount of time required for completion, etc.
3. Finally, each plan should address how the overall goal and specific activities are directly and significantly related to the assignment and to the overall educational program in the District.
4. Applications should be submitted to the Human Resources Office (10.2.3).
5. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

## **VI Verification of Completion of the Plan**

After completing the activities in the approved plan:

- A. Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B. Send official transcript(s) of completed units taken directly to Human Resources.

All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15<sup>th</sup> of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15<sup>th</sup> of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

**SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**San Jose City College/Evergreen Valley College**

**Office of Human Resources**  
**Vice Chancellor, Human Resources**

40 S. Market Street  
San Jose, CA 95113  
Phone: 408-270-6404

**SABBATICAL LEAVE APPLICATION COVERSHEET\***  
**REVIEW CONTRACT ARTICLE 14**

**Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_ **College:** \_\_\_\_\_

**Semester or Year for Sabbatical Leave:** \_\_\_\_\_

**DEADLINE: RECEIPT BY HUMAN RESOURCES NO LATER THAN**  
**5:00 P.M., NOVEMBER 1**

(If November 1 falls on a weekend, the deadline is extended to the next school day.)  
Submit to the Office of Human Resources

The functions of the Professional Recognition Committee (PRC) are to assist sabbatical applicants to prepare an application that follows the required format and to facilitate the PRC's recommendation to the Chancellor and Board of Trustees. Applicants are encouraged to meet with the PRC or to contact individual PRC members during preparation of the application. After PRC members have had an opportunity to read the applications, each applicant will be invited to a PRC meeting for the purpose of reviewing the application for mutual understanding and clarification.

*The attached Abstract and Plan constitutes my Sabbatical application.*

\_\_\_\_\_  
*Signature* \_\_\_\_\_  
*Date*

<b>Received by: (Please sign)</b>	<b><u>Date</u></b>
<b><u>Time</u></b>	
Dean: _____	_____
President: _____	_____
Human Resources: _____	_____
<b><u>Action</u></b>	<b><u>Date</u></b>
PRC _____	_____
Chancellor _____	_____
Board of Trustees _____	_____

\*Remove and staple this sheet to Sabbatical Plan.

## **SABBATICAL APPLICATION FORMAT**

The Sabbatical application must contain an Abstract with four topic headings (explained in Part I) and a Sabbatical Plan with seven topic headings (explained in Part II).

**Part I. Abstract:** Sabbatical Abstracts are sent to the Board of Trustees for approval. Applicants must prepare a written, abstract addressing their overall plan for a sabbatical. The Abstract must be presented in a professional format, style, and content. The Abstract may not exceed two pages. Applicants should be clear, concise, and avoid generalities. Applicants should use the following list of topic headings in preparing the Abstract:

**A. Need for Sabbatical Growth**

Describe how the sabbatical will lead to professional growth, the nature of the professional growth, and how the professional growth will enhance current strengths and/or address weaknesses and improve the ability to serve students.

**B. Sabbatical Activities**

Describe the planned sabbatical activities and how the activities will be carried out.

**C. Anticipated Outcomes**

Describe the expected benefits the sabbatical will have on students, instructors, and the District.

**D. Means of Measurement**

Specify the documentation necessary to show that the sabbatical activities have been successfully completed. Means to measure completion must be stated explicitly.

**Part II. Sabbatical Plan** Applicants should start a new page and use these specific topic headings in their plan:

**A. Description of Overall Proposal**

Define the project clearly. Explain the intent of the project, state how the project relates to your assignment, indicate how the project correlates with the goals of the District/College, and substantiate the need for a one-or two-semester leave.

**B. Objectives**

1. Number the objectives.
2. Draft objectives clearly so the completion of each objective can be documented.
3. Relate the objectives to your assignment and the goals of the District/College.

**C. Evidence of Completion**

This section is critically important and should be carefully thought out.

The sabbatical is a contract, and in this section the applicant is indicating how he/she will provide documentation of completion of the objectives.

The applicant should be as specific as possible and avoid generalities. If the sabbatical consists of taking certain courses at an accredited college, then transcripts of grades are usually sufficient. Documentation of creative projects and/or travel may be more complex; however, the PRC encourages such proposals.

**D. Relationship to Current Assignment and Improvement of Student Learning**

Indicate how the project will foster significant professional/personal growth. Specify the anticipated improvements to student learning. Document any District, College, or academic discipline support for the project and its implementation.

**E. Calendar**

1. Provide sufficient detail to justify the sabbatical time requested.
2. Indicate any preplanning activities, such as completion of a course that is a prerequisite to a sabbatical course, admission approval, travel arrangements, etc.
3. Give details when each segment of the activities will take place.
4. Include when reports are due to the PRC.

**F. Funding**

If funding other than sabbatical rate salary is required, indicate the source of such funds (e.g., Grants, District) and any agreements made.

**G. Need for Sabbatical**

Explain why the activities of the sabbatical cannot be accomplished during the regular assignment.

**IMPORTANT INFORMATION**

Review Article 14 for all sabbatical requirements.

Eligibility--Apply in the sixth year of consecutive full-time service for the next year. Leaves of absence granted by the Board of Trustees shall not be deemed a break in service

Compensation—(1) One year with a grant of equal to 100% of the basic annual salary or (1) semester with a grant equal to 100% of one half year's salary. Faculty on sabbatical may cash out banked leave for up to 40% overload pay per Article 15.4.4.

Process and Approval—Application shall be submitted to the dean for comments and then routed as follows: → College President → Human Resources → Professional Recognition Committee → Chancellor → Board of Trustees.

Service Obligation---Recipients of sabbatical leaves shall contract to serve the District for twice the period of leave in full time service.

Sabbatical Documentation--

- *Interim Reports*--Midpoint of each semester.
- *Final Written Report*--Due by the end of the first returning semester. Reports sent to PRC.
- *Oral Report*--Presented to college group during the first semester back from sabbatical.

**SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**San Jose City College/Evergreen Valley College**  
**Office of Human Resources**

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**REQUEST FOR FACULTY REDUCED WORKLOAD RETIREMENT PLAN**  
**Article 18.2**

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\_\_\_\_\_  
Name                                      Assignment                                      Location (College)

I request a total workload of \_\_\_\_\_ (%) F.T.E. for the Fall \_\_\_\_\_ Semester.  
(Year)

I request a total workload of \_\_\_\_\_ (%) F.T.E. for the Spring \_\_\_\_\_ Semester.  
(Year)

\_\_\_\_\_  
Faculty Signature                                      Date

\_\_\_\_\_  
Dean's Signature                                      Date

\_\_\_\_\_  
President's Signature                                      Date

**This form must be submitted to Human Resources by April 1, of the preceding academic year. (See Article 18.2)**

**Any change to the above schedule must be submitted to Human Resources by April 1<sup>st</sup>, after it has been approved by the faculty member and department Dean.**

***Please forward this approved copy to Human Resources for Board of Trustee approval by April 1.***

San Jose Evergreen Community College District

**EMPLOYEE CLASS ENROLLMENT FEE WAIVER**

Name: \_\_\_\_\_

Employee # \_\_\_\_\_

Department: \_\_\_\_\_

Location: ☐ EVC ☐ SJCC ☐ D.O.

Semester/Year request is for: \_\_\_\_\_

Classification: \_\_\_\_\_

The Employee Class Enrollment Fee Waiver provides the opportunity to attend classes within the San Jose/Evergreen Community College District. Courses must be taken outside of the employee's normal work schedule. This is not a guarantee of enrollment in a class(es); employees who wish to enroll in a course must submit to normal District processes regarding admission and enrollment.

Human Resources will verify your employee status as a regular employee. When completed forward this form to the Office of Admissions and Records. **Please note: A new form is required for each semester.**

**Please check the appropriate box listed below:**

☐ **I am a full time, AFT 6157 Bargaining Unit Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)

☐ **I am an active Adjunct Faculty Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)

☐ **I am Retired Faculty Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.10)

☐ **I am a Classified, CSEA Bargaining Unit Member:** Effective spring 1998, the SJECCD will pay the unit fee only for CSEA members who choose to take classes at SJECCD. Such courses may also be eligible for Professional Growth payments if classes were taken after the employee has completed the (1) one year probationary period.

**Please note:** All other fees associated with the employee registration, as a student, are the responsibility of the employee/student.

Effective spring 2003, the SJECCD will pay all fees for Managers, Supervisors and Confidential employees of the District who choose to take classes at SJECCD.

☐ **I am a Manager** ☐ **I am a Confidential Employee**

☐ **I am a Supervisor**

**I have read the information above and understand the conditions of the Employee Class Enrollment Fee Waiver which applies to me.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Human Resources Only:**

This is to verify that the employee whose name appears above, is eligible as a regular employee of the San Jose/Evergreen Community College District for the Employee Class Enrollment Fee Waiver.

**Admissions & Records Only:**

Date: \_\_\_\_\_

CRT'd \_\_\_\_\_

Total Units: \_\_\_\_\_

Amt Waived: \_\_\_\_\_

Amt Paid: \_\_\_\_\_

The above named employee is:

☐ ELIGIBLE ☐ NOT ELIGIBLE

Human Resources representative signature:

**San Jose Evergreen Community College District**  
**Student Survey Form for Teaching Faculty**

---

About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.

**San Jose-Evergreen Community College District**  
**English As A Second Language Student Survey Form For Teaching Faculty**

---

Name of Teacher\_\_\_\_\_

Date\_\_\_\_\_

Name of Class\_\_\_\_\_

Fall\_\_\_\_\_ Spring\_\_\_\_\_ 20\_\_\_\_\_

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

**IF YOU WANT TO, PLEASE COMMENT:**

What do you find helpful about this class?

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What will make this class better?

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TA'd 10-11-02



**San Jose Evergreen Community College District**

**Student Survey Form For Counselors  
(Includes All Special Program Counselors)**

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**About the Counselor:**

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: \_\_\_\_\_

Date/Time of Appointment: \_\_\_\_\_

Comments:

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

**San Jose-Evergreen Community College District**  
**Student Survey Form For Librarian**

---

**About the Librarian:**

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian \_\_\_\_\_

Date \_\_\_\_\_

**Comments:**

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

**San Jose-Evergreen Community College District**  
**Student Survey Form For Health Services Faculty**

---

**About the Nurse:**

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse \_\_\_\_\_

Date/Time of appointment\_\_\_\_\_

Comments:

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

**San Jose Evergreen Community College District**  
**Student Survey Form for Faculty**

---

Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

**San Jose Evergreen Community College District**  
**ADMINISTRATOR'S EVALUATION OF FACULTY**

---

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Professional Qualities**

**A. Organizational**

	<b>RATING</b>	<b>COMMENTS</b>
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

**B. Professional Contributions**

1. * Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, participation in governance, peer evaluations, research and special projects as needed in the discipline, department, college and/or district.		
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**NOTE: \*Not required for Adjunct Faculty**

**\*\* For Instructional Faculty**

TA'd 9/25/02 rev 9.27.12

**San Jose Evergreen Community College District  
OBSERVATION FORM FOR CLASSROOM FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

---

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**San Jose/Evergreen Community College District  
OBSERVATION FORM FOR ONLINE FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Course:** \_\_\_\_\_

**Date of Observation:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

Online Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials consistent with online/hybrid instruction.		
4. Teaches at an appropriate level for the course.		
5. Presents online course content clearly, concisely and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Promotes student opportunities for questions about course content.		
8. Initiates and maintains regular effective contact with the class.		
9. Communicates expectations that are well-defined regarding student and participation in the course.		
10. Demonstrates sensitivity in working with diverse students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

TA'd 2/26/16

**San Jose Evergreen Community College District  
OBSERVATION FORM FOR COUNSELING FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Counselors**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02



**San Jose Evergreen Community College District**  
**OBSERVATION FORM FOR HEALTH SERVICES FACULTY**

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**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Health Services Faculty**

	<b>RATING</b>	<b>COMMENTS</b>
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

**San Jose-Evergreen Community College District**  
**OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSPS)**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**DSPS Coordinator**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**San Jose Evergreen Community College District  
OBSERVATION FORM FOR LIBRARY FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Librarians**

	<b>RATING</b>	<b>COMMENTS</b>
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**San Jose Evergreen Community College District**  
**OBSERVATION FORM FOR ACADEMIC SKILLS FACULTY**

**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Librarians**

**RATING**

**COMMENTS**

1. Promotes access to and use of the tutoring center.
2. Communicates information clearly, concisely, and effectively.
3. Schedules tutors to serve student appointments and walk-ins on a daily basis; and the schedule meets the varying student needs throughout the term.
4. Demonstrates sensitivity to differing students learning styles.
5. Provides training for tutors that addresses pedagogical, behavioral and diversity issues.
6. Assists in the development and the integration of tutorial and supplemental instruction services in the designated campus-wide strategic plans (e.g. Basic Skills & Student Success)
7. Creates an environment responsive to the curricular and learning needs of the college.
8. Keeps current on changes in the field of tutoring and learning support and recommends innovations to maintain the state of art nature of the tutoring center.
9. Works closely with faculty to identify tutors with appropriate background skills.
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.


**San Jose-Evergreen Community College District**  
**OBSERVATION FORM FOR CASE MANAGER FACULTY**

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**FACULTY MEMBER'S NAME:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RATING SCALE:**

1. Distinguished    2. Proficient    3. Needs Improvement    4. Unsatisfactory    5. Not observed/Not applicable

**JOB PERFORMANCE:**

**Case Manager Faculty**

	<b>RATING</b>	<b>COMMENTS</b>
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Develops and implements mental health services programs that benefit the college community		
4. Develops and provides student resources that contribute to mental health and educational success.		
5. Oversees case management/support coordination process.		
6. Demonstrates knowledge of legislation and regulations that impact mental health services; collects appropriate data for reporting purposes.		
7. Provides leadership and runs assigned programs effectively.		
8. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
9. Communicates information clearly, concisely, and effectively.		
10. Demonstrates knowledge of District and College policies and procedures affecting students.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

1. Describe in the plan how you will demonstrate growth and development in performing instructional responsibilities.
2. Describe in the plan how you will develop/maintain/strengthen/build student-faculty relationships that are conducive to learning.
3. Describe in the plan how you will participate in professional responsibilities as identified in Article 12.5.
4. Provide a list of activities and accomplishments related to professional, organizational, collegial development, and professional responsibilities.
5. List future activities that support professional growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc)

***Evergreen Valley College and San José City College  
PD Day - Alternate Individual Plan Proposal Form***

Name \_\_\_\_\_ Date: \_\_\_\_\_

College \_\_\_\_\_ Full-time  
Division/Dean: \_\_\_\_\_ Adjunct \_\_\_\_\_

Activities conducted on Professional Development Days may include, but are not limited to those that are listed in Article 11.6 of the Collective Bargaining Agreement.

The plan activities are for fiscal year : \_\_\_\_\_

Please include a brief description addressing the following:

- 1) Description of planned activity and outcomes.
  
  
  
  
  
  
  
  
  
  
- 2) Describe how planned activities are related to College/District Goals or growth and development plan.
  
  
  
  
  
  
  
  
  
  
- 3) The number of hours needed to complete the project/planned activity.
  - Full time Faculty-Require 6 hours
  - Adjunct Faculty-Activity may be up to 4 hours

\_\_\_\_\_  
Faculty Signature: \_\_\_\_\_ Date \_\_\_\_\_

Dean's Comments:

\_\_\_\_\_  
Dean Acknowledgment of Receipt \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Professional Improvement Committee (PIC): Approved ☐ Denied ☐ Date: \_\_\_\_\_

Reasons/Conditions: \_\_\_\_\_

Professional Improvement Committee  
Chair Signature: \_\_\_\_\_

Original to: PIC for Review and approval

**SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT**  
**Request to Use Banked Leave Form**

Name: \_\_\_\_\_

Division/Department: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Amount of Banked Leave Requested: \_\_\_\_\_

All Bank leave shall be used in order of accrual:

\_\_\_\_\_  
\_\_\_\_\_

Leave to be used for Fall/Spring 20 \_\_\_\_\_semester

Filing deadlines\* for requests are April 1 for use in Fall semester and November 1 for Spring Semester.

\*Requests by the faculty member for use of banked overload as fill-in for underload must be made within one week of the time the faculty member learns of the underload or prior to the beginning of the semester in which the underload is being taught whichever is later.



**Health and Welfare Benefits (H&W)**

Blue Cross Plan	Employee Only → 0		Employee & Spouse → 1		Employee & Child(ren) → 2		Employee & Family → 3	
	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly
Active	15,084.00	1,257.00	219.17	2,630.00	26,124.00	2,177.00	45,012.00	3,751.00
Retiree								
Early (<65)	24,396.00	2,033.00	51,084.00	4,257.00	42,360.00	3,530.00	72,984.00	6,082.00
With Medicare (>65)	9,948.00	829.00	19,896.00	1,658.00	19,896.00	1,658.00	24,636.00	2,053.00

Kaiser Permanente	Employee Only → 0		Employee & Spouse → 1		Employee & Child(ren) → 2		Employee & Family → 3	
	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly
Active	10,104.00	842.00	21,120.00	1,760.00	17,484.00	1,457.00	30,228.00	2,519.00
Retiree								
Early (<65)	15,648.00	1,304.00	32,700.00	2,725.00	27,060.00	2,255.00	46,776.00	3,898.00
With Medicare (>65)	5,196.00	433.00	10,392.00	866.00		TBD		TBD

Health Waiver	MSC		FA	
	Annually	Monthly	Annually	Monthly
Waiver	3,500.00	291.66	3,500.00	291.66
EAP	0	0	0	0
Dental	1,891.20	157.60	1,891.20	157.60
Vision	186.00	15.50	186.00	15.50
Income Protection	7.32	0.61	7.32	0.61
Life Insurance (Life)	109.44	9.12	109.44	9.12
Dependent Life (Life)	7.32	0.61	7.32	0.61
<b>Total</b>	<b>5,701.28</b>	<b>475.10</b>	<b>5,701.28</b>	<b>475.10</b>

# Your Summary of Benefits

## SISC 100-B \$10 Anthem Classic PPO

This Summary of Benefits is a brief overview of your plan's benefits only. The benefits listed are for both in state and out of state members, there may be differences in benefits depending on where you reside. For more detailed information about the benefits in your plan, please refer to your Certificate of Insurance or Evidence of Coverage (EOC), which explains the full range of covered services, as well as any exclusions and limitations for your plan. In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in italics. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

### Subject to Utilization Review

Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.

### Explanation of Maximum Allowed Amount

Maximum Allowed Amount is the total reimbursement payable under the plan for covered services received from Participating and Non-Participating Providers. It is the payment towards the services billed by a provider combined with any applicable deductible, copayment or coinsurance.

**PPO Providers**—The rate the provider has agreed to accept as reimbursement for covered services. Members are not responsible for the difference between the provider's usual charges & the maximum allowed amount.

**Non-PPO Providers**—For non-emergency care, reimbursement amount is based on: an Anthem Blue Cross rate or fee schedule, a rate negotiated with the provider, information from a third party vendor, or billed charges. Members are responsible for the difference between the provider's usual charges & the maximum allowed amount.

For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the reasonable and customary value. Members may be responsible for any amount in excess of the reasonable and customary value.

When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

<b>Calendar year deductible for all providers</b>	\$100/member; \$300/family
<i>(4th quarter carryover applies)(Deductible applies to out-of-pocket maximum)</i>	

<b>Co-pay for emergency room services</b>	\$100/visit <i>(waived if admitted directly from ER)</i>
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### Annual Out-of-Pocket Maximums

<b>PPO Providers Only*</b>	\$1,000/member; \$3,000/family
<i>*Member copayments and coinsurance for Emergency Medical Care with a Non-PPO Provider also apply to the PPO Out-of-Pocket Maximums.</i>	

The following do not apply to out-of-pocket maximums: non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for costs in excess of the covered expense.

Lifetime Maximum	Unlimited	
Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Preventive Care Services</b>		
Preventive Care Services including*, physical exams, preventive screenings <i>(including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunizations, health education, intervention services, HIV testing), and additional preventive care for women provided for in the guidelines supported by the Health Resources and Services Administration. *This list is not exhaustive. This benefit includes all Preventive Care Services required by federal and state law.</i>	No copay <i>(deductible waived)</i>	Not Covered
<b>Physician Medical Services</b>		
• Office & home visits	\$10/visit <sup>2</sup> <i>(deductible waived)</i>	See footnote 1
• Hospital & skilled nursing facility visits	0%	See footnote 1
• Surgeon & surgical assistant; anesthesiologist or anesthesiologist	0%	See footnote 1
• Drugs administered by a medical provider <i>(certain drugs are subject to utilization review)</i>	0%	See footnote 1
<b>Diabetes Education Programs <i>(requires physician supervision)</i></b>		
• Teach members & their families about the disease process, the daily management of diabetic therapy & self-management training	\$10/visit <sup>2</sup> <i>(deductible waived)</i>	See footnote 1

CONTINUED ON NEXT PAGE

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Physical Therapy, Physical Medicine &amp; Occupational Therapy, including Chiropractic Services</b> <i>(subject to medical necessity review administered by American Specialty Health- ASH)</i>	0%	Not Covered
<b>Speech Therapy</b> <ul style="list-style-type: none"> <li>Outpatient speech therapy</li> </ul>	0%	See footnote 1
<b>Acupuncture</b> <sup>3</sup> <ul style="list-style-type: none"> <li>Services for the treatment of disease, illness or injury <i>(limited to 12 visits/calendar year)</i></li> </ul>	0%	50% of maximum allowed amount <sup>5</sup>
<b>Diagnostic X-ray &amp; Lab</b> <ul style="list-style-type: none"> <li>Other diagnostic x-ray &amp; lab</li> </ul>	0%	Not Covered
<b>Advanced Imaging</b> <i>(subject to utilization review)</i> <ul style="list-style-type: none"> <li>MRI, CT Scan, PET Scan &amp; nuclear cardiac exam</li> </ul>	0%	See footnote 1 <i>(benefit limited to \$800/procedure)</i>
<b>Urgent Care</b> <i>(physician services)</i>	\$10/visit <sup>2</sup> <i>(deductible waived)</i>	See footnote 1
<b>Emergency Care</b> <ul style="list-style-type: none"> <li>Emergency room services &amp; supplies <i>(\$100 co-pay waived if admitted inpatient)</i><sup>4</sup></li> <li>Inpatient hospital services &amp; supplies <sup>4</sup></li> <li>Physician services <sup>4</sup></li> </ul>	0%  0%  0%	0% of maximum allowed amount for true emergency <sup>5</sup>  0% first 48 hours <sup>5</sup> : After 48 hours: all billed amounts exceeding \$600/day unless member cannot be moved safely  0% of maximum allowed amount for true emergency <sup>5</sup>
<b>Hospital Medical Services</b> <i>(subject to utilization review for inpatient and certain outpatient services; waived for emergency admissions)</i> <ul style="list-style-type: none"> <li>Semi-private room, medically necessary services &amp; supplies</li> <li>Outpatient medical care, surgical services &amp; supplies <i>(hospital care other than emergency room care)</i></li> </ul>	0%  0%	All billed amounts exceeding \$600/day  50% of maximum allowed amount <sup>5</sup>
<b>Skilled Nursing Facility</b> <i>(subject to utilization review)</i> <ul style="list-style-type: none"> <li>Semi-private room, services &amp; supplies <i>(limited to 100 days/calendar year; limit does not apply to mental health and substance abuse)</i></li> </ul>	0%	All billed amounts exceeding \$600/day
<b>Related Outpatient Medical Services &amp; Supplies</b> <sup>5</sup> <ul style="list-style-type: none"> <li>Ground or air ambulance transportation, services &amp; disposable supplies <i>(air ambulance in a non-medical emergency is subject to pre-service review and benefit limited to \$50,000 for non-PPO)</i></li> <li>Blood transfusions, blood processing &amp; the cost of unreplaced blood &amp; blood products</li> <li>Autologous blood (self-donated blood collection, testing, processing &amp; storage for planned surgery)</li> </ul>	\$100 copay and then 0%  0%  0%	\$100 copay and then 0% maximum allowed amount for true emergency <sup>5</sup>  0% maximum allowed amount <sup>5</sup>  0% maximum allowed amount <sup>5</sup>
<b>Ambulatory Surgical Centers</b> <i>(certain surgeries are subject to utilization review)</i> <ul style="list-style-type: none"> <li>Outpatient surgery, services &amp; supplies</li> </ul>	0%	All billed amounts exceeding \$350/day
<b>Pregnancy &amp; Maternity Care</b> <ul style="list-style-type: none"> <li>Physician office visits</li> <li>Prescription drug for abortion <i>(mifepristone)</i> Normal delivery, cesarean section, complications of pregnancy &amp; abortion. Refer to the Physician &amp; Hospital Medical Services benefits for both inpatient and outpatient hospital coverage.</li> </ul>	\$10/visit <sup>2</sup> <i>(deductible waived)</i>  0%	See footnote 1  See footnote 1
<b>Mental or Nervous Disorders and Substance Abuse</b> <ul style="list-style-type: none"> <li>Inpatient facility care <i>(subject to utilization review; waived for emergency admissions)</i></li> <li>Inpatient physician visits</li> <li>Outpatient facility care</li> <li>Physician office visits <i>(Behavioral Health treatment for Autism or Pervasive development disorders requires pre-service review)</i></li> </ul>	0%  0%  0%  \$10/visit <sup>2</sup> <i>(deductible waived)</i>	All billed amounts exceeding \$600/day  See footnote 1 50% of maximum allowed amount <sup>5</sup>  See footnote 1

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay <sup>1</sup>
<b>Durable Medical Equipment</b> <i>(may be subject to utilization review)</i> <ul style="list-style-type: none"> <li>Rental or purchase of DME and all medical supplies <i>(breast pump and supplies are covered under preventive care at no charge for in-network only)</i></li> <li>Hearing aid supplies and equipment <i>(limited to \$700 per 24 months)</i></li> </ul>	0%  0%	Not Covered  See footnote 1
<b>Home Health Care</b> <i>(subject to utilization review)</i> <ul style="list-style-type: none"> <li>Services &amp; supplies from a home health agency <i>(limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care)</i></li> </ul>	0%	All billed amounts exceeding \$150/day. See footnote 1
<b>Home Infusion Therapy</b> <i>(subject to utilization review)</i> <ul style="list-style-type: none"> <li>Includes medication, ancillary services &amp; supplies; caregiver training &amp; visits by provider to monitor therapy; durable medical equipment; lab services</li> </ul>	0%	All billed amounts exceeding \$600/day
<b>Hemodialysis</b> <ul style="list-style-type: none"> <li>Outpatient hemodialysis services &amp; supplies</li> </ul>	0%	All billed amounts exceeding \$350/visit
<b>Hospice Care</b> <ul style="list-style-type: none"> <li>Inpatient or outpatient services; family bereavement services</li> </ul>	No copay <i>(deductible waived)</i>	All billed amounts exceeding the maximum allowed amount
<b>Bariatric Surgery</b> <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Center for Specialty Care – Bariatric Surgery)</i> <ul style="list-style-type: none"> <li>Acute care hospital (inpatient or outpatient) and Ambulatory Surgery Center services provided in connection with medically necessary surgery for weight loss, only for morbid obesity</li> <li>Travel expenses when member's home is 50 miles or more from the nearest designated Blue Distinction Center for Specialty Care</li> <li>Bariatric Surgery <i>(\$3,000 maximum travel benefit per surgery)</i></li> </ul>	0%  No copay <i>(deductible waived)</i>	Not Covered  Not Covered
<b>Hip/Knee/Spine</b> <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Plus Center for Specialty Care)</i> <ul style="list-style-type: none"> <li>Inpatient services provided in connection with medically necessary surgery for hip/knee/spine</li> <li>Travel expenses when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center <i>(\$6,000 maximum travel benefit)</i></li> </ul>	0%  No copay <i>(deductible waived)</i>	Not Covered  Not Covered
<b>Organ &amp; Tissue Transplants</b> <i>(subject to utilization review; specified transplants covered only when performed at Centers of Medical Excellence [CME] and Blue Distinction Centers for Specialty Care [BDCSC] for California; Blue Distinction Centers for Specialty Care [BDCSC] for out of California)</i> <ul style="list-style-type: none"> <li>Inpatient services provided in connection with non-investigative organ or tissue transplants</li> <li>Transplant travel expense for an authorized, specified transplant <i>(recipient &amp; companion transportation limited to \$10,000 per transplant)</i></li> <li>Unrelated donor search, limited to \$30,000 per transplant</li> </ul>	0%  No copay <i>(deductible waived)</i>	Not Covered  Not Covered
<b>Prosthetic Devices</b> <ul style="list-style-type: none"> <li>Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; &amp; therapeutic shoes &amp; inserts for members with diabetes <i>(2 pairs each/calendar year)</i></li> </ul>	0%	Not Covered

Certain types of physicians may not be represented in the PPO network in the state where the member receives services. If such physician is not available in the service area, the member's copay is the same as for PPO (with and without pre-notification, if applicable). Member is responsible for applicable copays, deductibles and charges which exceed covered expense. This Summary of Benefits has been updated to comply with federal requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

1 The plan pays 100% of the fee schedule. The member is responsible for all amounts exceeding the fee schedule.

2 The dollar copay applies only to the visit itself. An additional copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

3 Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

4 The allowable rate for non-PPO emergency care within 48 hours is based on a reasonable charge, not the scheduled amount.

5 These providers may not be represented in the PPO network in the state where the member receives services. Reimbursements for these non-PPO providers are based on a reasonable charge, not the scheduled amount.

## Classic PPO Plan-Exclusions and Limitations

**Not Medically Necessary.** Services or supplies that are not medically necessary, as defined.

**Experimental or Investigative.** Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

**Outside the United States.** Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

**Crime or Nuclear Energy.** Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

**Not Covered.** Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

**Excess Amounts.** Any amounts in excess of covered expense or any medical benefit maximum.

**Work-Related.** Any injury, condition or disease arising out of employment for which benefits or payments are covered by any worker's compensation law or similar law. If we provide benefits for such injuries, conditions or diseases we shall be entitled to establish a lien or other recovery under section 4903 of the California Labor Code or any other applicable law, as specified in the EOC/Certificate

**Government Treatment.** Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

**Services of Relatives.** Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

**Voluntary Payment.** Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.

**Not Specifically Listed.** Services not specifically listed in the plan as covered services.

**Private Contracts.** Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Inpatient Diagnostic Tests.** Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

**Mental or Nervous Disorders.** Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

**Orthodontia.** Braces, other orthodontic appliances or orthodontic services.

**Dental Services or Supplies.** For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

1. Extraction, restoration, and replacement of teeth;
2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:
3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

**Hearing Aids or Tests.** Hearing aids and routine hearing tests, except as specified as covered in the EOC.

**Optometric Services or Supplies.** Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

**Outpatient Occupational Therapy.** Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

**Outpatient Speech Therapy.** Outpatient speech therapy, except as specified as covered in the EOC.

**Cosmetic Surgery.** Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

**Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

**Sterilization Reversal. Infertility Treatment.** Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

**Surrogate Mother Services.** For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

**Gene Therapy.** Gene therapy as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

**Orthopedic Supplies.** Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

**Air Conditioners.** Air purifiers, air conditioners or humidifiers.

**Custodial Care or Rest Cures.** Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

**Health Club Memberships.** Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Education or Counseling.** Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

**Food or Dietary Supplements.** Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

**Telephone and Facsimile Machine Consultations.** Consultations provided by telephone or facsimile machine.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

**Acupuncture.** Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Physical Therapy or Physical Medicine.** Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

**Specialty Pharmacy Drugs.** Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

**Medical Equipment, Devices and Supplies.** This plan does not cover the following:

- Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
- Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.
- Enhancements to standard equipment and devices that is not medically necessary.
- Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is medically necessary in your situation.

This exclusion does not apply to the medically necessary treatment as specifically stated as covered in the EOC/Certificate.

**Diabetic Supplies.** Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

**Private Duty Nursing.** Private duty nursing services.

**Residential accommodations.** Residential accommodations to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility or residential treatment center.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

**Varicose Vein Treatment.** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

**Wigs.**

**Third Party Liability** — Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

**Coordination of Benefits** — The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

## Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule



### PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

\*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

#### Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

#### Specialty Pharmacy

Lumicera Specialty Services helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:  
Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 [www.navitus.com](http://www.navitus.com)

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at [www.navitus.com](http://www.navitus.com). For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

## Disclosure Form

\$10\_DOV\_10\_100 DayRX (SISC)

Home Region: California

# Principal benefits for Kaiser Permanente Traditional Plan

(10/1/17—9/30/18)

## Accumulation Period

The Accumulation Period for this plan is 1/1/17 through 12/31/17 (calendar year).

## Out-of-Pocket Maximum(s) and Deductible(s)

For Services that apply to the Plan Out-of-Pocket Maximum, you will not pay any more Cost Share for the rest of the Accumulation Period once you have reached the amounts listed below.

Amounts Per Accumulation Period	Self-Only Coverage (a Family of one Member)	Family Coverage Each Member in a Family of two or more Members	Family Coverage Entire Family of two or more Members
Plan Out-of-Pocket Maximum	\$1,500	\$1,500	\$3,000
Plan Deductible	None	None	None
Drug Deductible	None	None	None

## Professional Services (Plan Provider office visits)

### You Pay

Most Primary Care Visits and most Non-Physician Specialist Visits .....	\$10 per visit
Most Physician Specialist Visits .....	\$10 per visit
Routine physical maintenance exams, including well-woman exams .....	No charge
Well-child preventive exams (through age 23 months) .....	No charge
Family planning counseling and consultations .....	No charge
Scheduled prenatal care exams .....	No charge
Routine eye exams with a Plan Optometrist .....	No charge
Urgent care consultations, evaluations, and treatment .....	\$10 per visit
Most physical, occupational, and speech therapy .....	\$10 per visit

## Outpatient Services

### You Pay

Outpatient surgery and certain other outpatient procedures .....	\$10 per procedure
Allergy injections (including allergy serum) .....	No charge
Most immunizations (including the vaccine) .....	No charge
Most X-rays and laboratory tests .....	No charge
Covered individual health education counseling .....	No charge
Covered health education programs .....	No charge

## Hospitalization Services

### You Pay

Room and board, surgery, anesthesia, X-rays, laboratory tests, and drugs .....	No charge
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## Emergency Health Coverage

### You Pay

Emergency Department visits .....	\$100 per visit
Note: This Cost Share does not apply if you are admitted directly to the hospital as an inpatient for covered Services (see "Hospitalization Services" for inpatient Cost Share).	

## Ambulance Services

### You Pay

Ambulance Services .....	\$50 per trip
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## Prescription Drug Coverage

### You Pay

Covered outpatient items in accord with our drug formulary guidelines:	
Most generic items at a Plan Pharmacy or through our mail-order service .....	\$10 for up to a 100-day supply
Most brand-name items at a Plan Pharmacy or through our mail-order service ....	\$10 for up to a 100-day supply
Most specialty items at a Plan Pharmacy .....	\$10 for up to a 30-day supply

## Durable Medical Equipment (DME)

### You Pay

DME items in accord with our DME formulary guidelines .....	No charge
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## Mental Health Services

### You Pay

Inpatient psychiatric hospitalization .....	No charge
Individual outpatient mental health evaluation and treatment .....	\$10 per visit
Group outpatient mental health treatment .....	\$5 per visit

## Chemical Dependency Services

### You Pay

Inpatient detoxification .....	No charge
Individual outpatient chemical dependency evaluation and treatment .....	\$10 per visit
Group outpatient chemical dependency treatment .....	\$5 per visit

(continues)

Home Health Services	You Pay
Home health care (up to 100 visits per Accumulation Period) .....	No charge
Other	You Pay
Skilled nursing facility care (up to 100 days per benefit period) .....	No charge
Prosthetic and orthotic devices .....	No charge
Hospice care .....	No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Share, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Share amounts. For a complete explanation, please refer to the EOC. Please note that we provide all benefits required by law (for example, diabetes testing supplies).



# Your Kaiser Permanente **CHIROPRACTIC and ACUPUNCTURE** benefits

**When you need chiropractic or acupuncture care,  
follow these simple steps:**

1. Find an ASH Plans Participating Provider near you:
  - Go to **ashlink.com/ash/kp**, or
  - Call **1-800-678-9133** (TTY **711**), Monday through Friday,  
from 5 a.m. to 6 p.m. Pacific time.
2. Schedule an appointment.
3. Pay for your office visit when you arrive for your appointment.

(See the reverse for more details.)

## YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Services	Cost Sharing and Office Visit Maximums
Chiropractic Services are covered when provided by a Participating Provider and Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders. Acupuncture Services are covered when a Participating Provider finds that the Services are Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders, nausea, or pain. You can obtain Services from any ASH Plans Participating Providers without a referral from a Kaiser Permanente Plan Physician.	<b>Office visit cost share:</b> \$10 copay per visit <b>Office visit limit:</b> Up to a combined total of 30 medically necessary Chiropractic and Acupuncture visits per year <b>Chiropractic appliance benefit:</b> If the amount of the appliance in the ASH Plans fee schedule exceeds \$50, you will pay the amount in excess of \$50, and that payment will not apply toward the Plan Deductible or Plan Out-of-Pocket Maximum. Covered chiropractic appliances are limited to: elbow supports, back supports, cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units, ankles braces, knee braces, rib supports, and wrist braces.

**Office visits:** Covered Services are limited to Medically Necessary Chiropractic and Acupuncture Services authorized and provided by ASH Plans Participating Providers except for the initial examination, emergency and urgent Chiropractic and Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered care. Each office visit counts toward any visit limit, if applicable, even if acupuncture or a chiropractic adjustment is not provided during the visit.

**X-rays and laboratory tests:** Medically Necessary X-rays and laboratory tests are covered at no charge when prescribed as part of covered chiropractic care and a Participating Provider provides the Services or refers you to another licensed provider with which ASH contracts for the Services.

### Participating Providers

ASH Plans contracts with Participating Providers and other licensed providers to provide covered Chiropractic Services (including laboratory tests, X-rays, and chiropractic appliances). ASH Plans contracts with Participating Providers to provide acupuncture care (including adjunctive therapies, such as acupressure, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture). You must receive covered Services from a Participating Provider or another licensed provider with which ASH contracts, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered Services that are authorized in advance by ASH Plans. The list of Participating Providers is available on the ASH Plans website at [ashlink.com/ash/kp](http://ashlink.com/ash/kp) or from the ASH Plans Customer Service Department at **1-800-678-9133**. The list of Participating Providers is subject to change at any time without notice.

### How to Obtain Covered Services

To obtain covered Services, call a Participating Provider to schedule an initial examination. If additional Services are required, verification that the Services are Medically Necessary may be required. Your Participating Provider will request any medical necessity determinations. An ASH Plan's clinician in the same or similar specialty as the provider of Services under review will decide whether Services are or were Medically Necessary. ASH Plans will disclose to you, upon request, the written criteria it uses to make the decision to authorize, modify, delay, or deny a request for authorization. If you have questions or concerns, please contact the ASH Plans Customer Service Department.

### Second Opinions

You may request a second opinion in regard to covered Services by contacting another Participating Provider. A Participating Provider may also request a second opinion in regard to covered Services by referring you to another Participating Provider in the same or similar specialty.

### Your Costs

When you receive covered Services, you must pay your Cost Share as described in the *Combined Chiropractic and Acupuncture Services Amendment* of your Health Plan *Evidence of Coverage*. The Cost Share does not apply toward the Plan Out-of-Pocket Maximum described in the Health Plan *Evidence of Coverage* (unless you have a plan with an HSA option).

### Emergency and Urgent Chiropractic and Acupuncture Services

We cover Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services provided by both Participating Providers and Non-Participating Providers. We do not cover follow-up or continuing care from a Non-Participating Provider unless ASH Plans has authorized the services in advance. Also, we do not cover services from a Non-Participating Provider that ASH Plans determines are not Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

### Getting Assistance

If you have questions about the Services you can get from an ASH Plans Participating Provider or another licensed provider with which ASH contracts, you may call ASH Plans Customer Service Department at **1-800-678-9133** (TTY users call **711**), weekdays from 5 a.m. to 6 p.m. Pacific time.

ChiroAcu 3057 NCAL\_3058 SCAL (9/16)

# YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

## Grievances

You can file a grievance with Kaiser Permanente regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied with Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in your Health Plan *Evidence of Coverage*.

## Exclusions and Limitations

- Acupuncture Services for conditions other than Neuromusculoskeletal Disorders, nausea, and pain
- Services for asthma or addiction, such as nicotine addiction
- Hypnotherapy, behavior training, sleep therapy, and weight programs
- Thermography
- Experimental or investigational Services
- CT scans, MRIs, PET scans, bone scans, nuclear medicine, and any other types of diagnostic imaging or radiology other than X-rays covered under the "Covered Services" section of your *Combined Chiropractic and Acupuncture Services Amendment*
- Ambulance and other transportation
- Education programs, nonmedical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for pre-employment physicals or vocational rehabilitation
- Acupuncture performed with reusable needles
- Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered in your *Combined Chiropractic and Acupuncture Services Amendment*
- Drugs and medicines, including non-legend or proprietary drugs and medicines
- Services you receive outside the state of California, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services
- Hospital services, anesthesia, manipulation under anesthesia, and related services
- For Chiropractic Services, adjunctive therapy not associated with spinal, muscle, or joint manipulations
- For Acupuncture Services, adjunctive therapies unless provided during the same course of treatment and in conjunction with acupuncture
- Dietary and nutritional supplements, such as vitamins, minerals, herbs, herbal products, injectable supplements, and similar products
- Massage therapy
- Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California
- Services provided by an acupuncturist that are not within the scope of licensure for an acupuncturist licensed in California
- Maintenance care (services provided to Members whose treatment records indicate that they have reached maximum therapeutic benefit)

## Definitions

**Acupuncture Services:** The stimulation of certain points on or near the surface of the body by the insertion of needles to prevent or modify the perception of pain or to normalize physiological functions (including adjunctive therapies, such as acupressure, cupping, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture) when provided by an acupuncturist for the treatment of your Neuromusculoskeletal Disorder, nausea (such as nausea related to chemotherapy, postsurgical pain, or pregnancy), or pain (such as lower back pain, shoulder pain, joint pain, or headaches).

**ASH Plans:** American Specialty Health Plans of California, Inc., a California corporation.

**Chiropractic Services:** Services provided or prescribed by a chiropractor (including laboratory tests, X-rays, and chiropractic appliances) for the treatment of your Neuromusculoskeletal Disorder.

**Emergency Acupuncture Services:** Covered Acupuncture Services provided for the treatment of a Neuromusculoskeletal Disorder, nausea, or pain, which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Acupuncture Services to result in serious jeopardy to your health or body functions or organs.

**Emergency Chiropractic Services:** Covered Chiropractic Services provided for the treatment of a Neuromusculoskeletal Disorder which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Chiropractic Services to result in serious jeopardy to your health or body functions or organs.

**Neuromusculoskeletal Disorders:** Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

**Participating Provider:** An acupuncturist who is licensed to provide acupuncture services in California and who has a contract with ASH Plans to provide Medically Necessary Acupuncture Services to you, or a chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. (continues)

# YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

## Definitions (continued)

**Urgent Acupuncture Services:** Acupuncture Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

**Urgent Chiropractic Services:** Chiropractic Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

This is a summary and is intended to highlight only the most frequently asked questions about the chiropractic and acupuncture benefit, including cost shares. Please refer to the *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for a detailed description of the chiropractic and acupuncture benefits, including exclusions and limitations, Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Kaiser Foundation Health Plan, Inc. (Health Plan) contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Providers available to you. You can obtain covered Services from any Participating Provider without a referral from a Plan Physician. Your Cost Share is due when you receive covered Services. Please see the definitions section of your *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for terms you should know.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-678-9133 (TTY: 1-877-257-2746).

ملحوظة: إذا كنت تتحدث انكليزية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-800-678-9133 (رقم هاتف الصم والبكم: 1-877-257-2746).

ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ասպա ձեզ անվճար կարող եմ տրամադրվել լեզվական օգնությունների: Տեղեկություն 1-800-678-9133 (TTY (հեռադիմ)՝ 1-877-257-2746):

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-678-9133 (TTY: 1-877-257-2746) تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-678-9133 (TTY: 1-877-257-2746) पर कॉल करें।

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-678-9133 (TTY: 1-877-257-2746).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-678-9133（TTY: 1-877-257-2746）まで、お電話にてご連絡ください。

ထုတ်ဖော်: အင်္ဂလိပ်စကားပြောသူများအတွက်, အခမဲ့ဘာသာစကားပြောကူညီမှုများကို ရရှိနိုင်ပါသည်။ 1-800-678-9133 (TTY: 1-877-257-2746) သို့ ဖုန်းဖြင့် ခေါ်ဆိုပါ။

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-678-9133 (TTY: 1-877-257-2746) 번으로 전화해 주십시오.

Dii baa akó nínizin: Dii saad bee yánilti'go Diné Bizaad, saad bee áká'ánida'áwo'déé', t'áá jiik'eh, éi ná hóló, koji' hódíilnih 1-800-678-9133 (TTY: 1-877-257-2746).

ਪਿਆਰ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-800-678-9133 (TTY: 1-877-257-2746) 'ਤੇ ਕਾਲ ਕਰੋ।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-678-9133 (телетайп: 1-877-257-2746).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-678-9133 (TTY: 1-877-257-2746).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-678-9133 (TTY: 1-877-257-2746).

ไทย: สำนักงานภาษาไทยกลางขอให้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-800-678-9133 (TTY: 1-877-257-2746)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-678-9133 (TTY: 1-877-257-2746)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-678-9133 (TTY: 1-877-257-2746).