

# Collective Bargaining Agreement

July 1, 2021 – June 30, 2024

United Professors of Marin and  
Marin Community College District

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## ARTICLE 1: RECOGNITION

### 1.1 Unit

**For the purposes of this Agreement, the Unit shall include:**

- a. all permanent/probationary faculty, credit and non-credit;
- b. all faculty employed in FTES generating instruction;
- c. all faculty employed in fee-based (non-FTES, not-for-credit/community education, and not-for-credit contract education) instruction whose period of employment is twelve (12) or more days in a fiscal year, effective upon the earlier of 1) the twelfth day; or 2) the start of an assignment that will bring the faculty to twelve (12) or more days;
- d. all temporary credit and noncredit faculty;
- e. librarians, counselors, college health center nurses;
- f. the following Child Development Program positions: Site Supervisor, Lead Teacher, Teacher (employee holding a "Teacher" and/or "Associate Teacher" permit).

### 1.2 Unit Member with Managerial/Supervisory Duties.

Any UPM unit member who is assigned and accepts either managerial or supervisory duties over UPM unit members (i.e., hiring, firing, evaluating, promoting, demoting, grievance administration, disciplining, transferring and/or assigning UPM unit members) shall immediately be removed from the UPM unit and therefore shall have their salary and fringe benefits placed on the non-instructional side for forms and reports regarding expenditure accounting for the "50% Law," to the extent required. Child Development Program Site Supervisors do not supervise unit members as defined herein and are within the unit.

However, if UPM unit members are assigned and accept administrative or coordination assignments that do not require the performance of managerial or supervisory duties over UPM unit members, they shall remain in UPM's unit but shall have the applicable portion of their salary and fringe benefits placed on the non-instructional side for "50% law" expenditure accounting to the extent required.

### **1.3 Unit Modification.**

The unit as recognized by the District may be modified by mutual agreement of the parties or in accordance with a decision rendered by the Public Employment Relations Board on a contested position.

## **ARTICLE 2: ACADEMIC FREEDOM**

### **2.1 Professional Protections**

The Union and the District agree to promote student learning throughout our diverse communities by increasing knowledge, improving skills, and enhancing the lives of those who participate in our programs and enroll in our courses. UPM and the District recognize that protecting academic freedom is essential to achieve this mission. UPM and the District further recognize that academic freedom is necessary to the pursuit of truth. Academic freedom is an essential element of the faculty teaching experience and the student learning experience. Academic freedom exists in all service areas, including but not limited to teaching, librarianship, counseling, and all faculty-student interactions. Academic freedom extends to all faculty regardless of their status as full-time, part-time, or probationary.

Academic freedom protects a teacher's right to teach and a student's right to learn and is at the foundation of all intellectual inquiry and discourse. Faculty members may discuss their own subject or area of competence in the classroom as well as other relevant matters, including controversial matters, without censorship or retribution so long as that discussion does not impair the rights of others nor violate professional standards, and the faculty members distinguish between personal opinions and factual information. Faculty shall be free from harassment, interference, or restrictions based on political views in their exercise of academic freedom as described in this section. By the same token, all faculty and students have a responsibility, under the guidelines of academic freedom, to engage in teaching and learning that honors, respects, and supports divergent viewpoints.

Faculty members have the principal right and responsibility to determine the content, pedagogy, scholarship, methods of instruction, fair and equitable methods of assessment, and the selection, planning and presentation of course materials in their assignment in accordance with the approved Course Outline of Record, articulation requirements, mode of instruction, and the educational mission of the District, and in accordance with laws and regulations.

Every faculty member shall maintain the exclusive authority to determine grades based upon professional judgment. Every faculty member has a responsibility to base grades solely on considerations that are intellectually relevant to the subject matter as articulated in the official course outline of record, and to describe the grading scheme in the class syllabus. The determination of the student's grade shall be made by the course instructor and — in the absence of mistake, fraud, bad faith, unlawful discrimination, or incompetence — shall be final, with

exceptions and procedures enumerated in Administrative Procedure 4321.

## **2.2 Professional Commitments and Obligations**

All faculty members should:

- Conduct a classroom environment that is conducive to student learning, growth, and development in which students are free from discrimination, prejudice, and harassment and in which students are free to express relevant ideas and opinions.
- Demonstrate respect for students as individuals and adhere to proper faculty roles as intellectual guides and counselors.
- Clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.
- Make clear that they are not acting on behalf of, or speaking for the College, when they participate as citizens in public forums and debates.
- Respect and defend the free inquiry of their colleagues. Acknowledge academic debt and strive to be objective in their professional judgment of colleagues.
- Observe the stated policies and procedures of the District. Faculty maintain their right to: express differences of opinion; engage the District, with the support of UPM as appropriate, in a discussion as to whether policies and procedures contravene academic freedom; and seek revision to policies and procedures through the faculty role in the participatory governance process.

## ARTICLE 3: WAGES

### 3.1 Recent Salary Increases

#### 3.1.1 With the June 2021 payrolls:

- a. \$3,750 for each full-time faculty member and Child Development Program instructor teaching during Spring 2021.
- b. \$1,550 for each part-time faculty member and Child Development Program instructor teaching 6 units or more during Spring 2021.
- c. \$700 for each part-time faculty member and Child Development Program instructor teaching fewer than 6 units during Spring 2021.
- d. This payment is in recognition of self-directed preparation and/or professional development that faculty undertook to transition to online delivery of courses and services for the Spring 2021 semester because of the COVID-19 pandemic.
- e. In accordance with Education Code section 87482.5, such professional development compensation shall not be used to calculate eligibility for contract or regular status.
- f. No payment for Community Education.

#### 3.1.2 Effective July 1, 2021:

- a. The faculty salary schedule will shift up by two steps; and
- b. The Child Development Program schedule will increase by:
  - i. \$2,300 to each step in the Site Supervisor schedule;
  - ii. \$1,500 to each step in the Lead Teacher schedule;
  - iii. \$1,300 to each step on the Teacher schedule.
- c. No payment for Community Education.

#### 3.1.3 Effective July 1, 2022:

- a. The faculty salary schedule will shift up by two steps; and

- b.** The Child Development Program schedule will increase by:
  - i.** \$2,300 to each step in the Site Supervisor schedule;
  - ii.** \$1,500 to each step in the Lead Teacher schedule;
  - iii.** \$1,300 to each step on the Teacher schedule.
- c.** No payment for Community Education.

**3.1.4** Effective July 1, 2023:

- a.** The faculty salary schedule will increase:
  - i.** By 3% if the Spring 2023 report from the County of Marin, Estimated Property Tax Revenues, shows an increase in secured tax revenue from the Current Year Tax Revenue to the Estimated Tax Revenue.
  - ii.** By 2% if the Spring 2023 report from the County of Marin, Estimated Property Tax Revenues, shows a decrease or flat amount in secured tax revenue from the Current Year Tax Revenue to the Estimated Tax Revenue.
- b.** The Child Study Center schedules will increase:
  - i.** By the following amounts if the Spring 2023 report from the County of Marin, Estimated Property Tax Revenues, shows an increase in secured tax revenue from the Current Year Tax Revenue to the Estimated Tax Revenue.
    - 1.** \$1,700 to each step in the Site Supervisor schedule;
    - 2.** \$1,100 to each step in the Lead Teacher schedule;
    - 3.** \$1,000 to each step on the Teacher schedule.
  - ii.** By the following amounts if the Spring 2023 report from the County of Marin, Estimated Property Tax Revenues, shows a decrease or flat amount in secured tax revenue from the Current Year Tax Revenue to the Estimated Tax Revenue.
    - 1.** \$1,200 to each step in the Site Supervisor schedule;
    - 2.** \$750 to each step in the Lead Teacher schedule;
    - 3.** \$650 to each step on the Teacher schedule.



- c. No payment for Community Education.

**3.1.5** Effective June 1, 2020:

- a. The salary schedule for faculty will be shifted up by one step.
- b. The salary schedules for the Children’s Centers will be increased by:
  - i. \$1,100 to each step on the Site Supervisor schedule;
  - ii. \$800 to each step on the Lead Teacher schedule; and
  - iii. \$700 to each step on the Teacher schedule.

**3.1.6** One-time payment for transition to online education because of the COVID-19 pandemic:

- a. Faculty, including Child Care Center instructors, who were on the March 2020 payrolls will receive a one-time, off-schedule payment of \$500 for a full-time load (or greater), prorated for faculty with a part-time load. The amount of the payment will be prorated based on faculty members’ Spring 2020 assignments.
- b. This payment is in recognition of self-directed preparation and/or professional development that faculty undertook to transition to online delivery of courses and services for the Spring 2020 semester because of the COVID-19 pandemic.
- c. In accordance with Education Code section 87482.5, such professional development compensation shall not be used to calculate eligibility for contract or regular status.
- d. This payment will be made with the June payrolls (end of June and July 10), subject to UPM ratification on or before May 15, 2020 and Board approval on or before May 12, 2020.

**3.2 Definition of Part-Time and Part-Time Salary Formula**

For purposes of reporting STRS creditable service, the full-time equivalent (FTE) is defined based on the number of days or hours of creditable service a person employed on a part-time basis would be required to perform in a school year if employed full time in the part-time position. (Education Code section 22138.5.)

Part-time temporary credit unit members shall be paid pro-rata on the credit salary schedule as determined by workload assignment and shall perform duties equivalent to full-time unit members and pro-rated hours.

Unit members with temporary contracts for credit assignments shall be placed on the credit salary schedule and paid at 95% of the designated salary, pro-rated in accordance with their unit assignment.

### **3.3 Salary Formula: Temporary Unit Members in Non-Credit Semester Program**

**3.3.1 Noncredit ESL and IEP unit members.** All temporary ESL and IEP unit members working in the non-credit semester program within the academic year shall be placed on the credit salary schedule and paid in accordance with the following formula effective January 1, 2019: At 95% of the designated salary for a full-time load, pro-rated in accordance with their unit assignment.

**3.3.2 All other noncredit semester-based programs.** Temporary unit members with noncredit, semester-based assignments other than noncredit ESL and IEP shall be placed on the credit salary schedule and paid in accordance with the following formulas:

- **Lecture:** First determine credit salary step and column. Then hours per semester divided by 350 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.
- **Lab:** First determine credit salary step and column. Then hours per semester divided by 525 rounded to 4 decimal places x 15 units = units. Then Annual Salary x number of units divided by 30 units x 80% = Semester Payment divided by 5 = Monthly Salary.

Effective July 1, 2021, if the District plans to offer assignments in noncredit semester-based programs that would fall under this subsection, the District will notify UPM and, upon request of either party, the District and UPM will negotiate compensation under this subsection.

### **3.4 Salary Formula: Unit Members in Not-for-Credit/Community Education Program**

Unit members working in the not-for-credit/Community Education program shall be paid based upon the hours of the assignment. The Community Education Lab Rate and Lecture Rate are as follows effective January 1, 2019:

- **Lecture:** \$53.84/hour
- **Lab:** \$48.84/hour

### **3.5 Payment Schedules for Part-Time Unit Members' Assignments**

**3.5.1** Effective July 1, 2021, payment for part-time unit members' assignments, including intersessions and stipends will be made within ten (10) working days following the end of the month in which the service is performed for the first month of the semester, and then with the end-of-month payroll for subsequent months of the assignment and for late-start classes. (E.g., for classes beginning in August, unit members begin to receive compensation on the September mid-month payroll, with the next payment at the September end-of-month payroll).

**3.5.2** Payments for part-time temporary assignments will be made in five (5) equal payments in the semester except as provided herein or in the notice of assignment.

**3.5.3** If a part-time unit member's assignment is cancelled before unit members perform service for which they have been paid, the unit members shall reimburse the District the amount of overpayment through a pro-rated salary reduction distributed evenly over the remaining pay periods of their contract or, if the contract is cancelled entirely, within six months.

**3.5.4** This section shall not apply to part-time assignments of full-time unit members.

### **3.6 Salary: Reassigned Time, Stipend, and Substitute Pay**

Salary for reassigned time, overload or stipends shall be as follows:

**3.6.1 Reassigned Time:** 100%

**3.6.2 Stipend:** The stipend rate is \$74.00/hour:

**3.6.3 Substitute Pay:** The short-term substitute rate is equal to the stipend rate. Long-term substitutes shall be paid on the salary schedule as prorated for the assignment.

### **3.7 Payment for Overload Unit(s)**

**3.7.1** All units above 15 for the semester or above 30 for the year will be compensated and paid at the overload rate of pay with payments made as described below.

**3.7.2 Non-Instructional Overload Compensation.** Any counselor, librarian, or other noninstructional unit member who accepts additional hours within the 175-day period during the academic/fiscal year shall be compensated at the overload rate.

**3.7.3 Overload Rate of Pay.** The overload rate of pay is 95% of designated salary, pro-rated in accordance with the unit assignment. Unit members shall not exceed step 20 for overload placement.

**3.7.4 Overload Payments.** Overload shall be paid as follows:

- a. A full-time unit member assigned a temporary overload contract shall be paid for the overload during the semester in which the work is performed, beginning with the first pay period of the semester following the start of the overload assignment. Payment will be made in five (5) equal payments in the semester for a semester-long overload assignment, or as indicated on the overload contract.
- b. Department Chairs, UPM and Academic Senate representatives assigned duties during June and July shall be paid in six (6) equal payments beginning in July and January provided their term of office has not expired.
- c. If an overload assignment is cancelled before unit members perform service for which they have been paid, the unit members shall reimburse the District the amount of overpayment through a pro-rated salary reduction distributed evenly over the remaining pay periods of their contract.

### **3.8 Salary for Reduced Load**

The salary of unit members working reduced loads shall be reduced on a pro-rated basis and deducted in equal amounts for the remaining pay periods of the contract.

### **3.9 Intersession Rate and Work Beyond 175 Days**

**3.9.1 Credit Program.** All unit members employed during intersession in the credit program shall be paid at 95% of their salary on the credit salary schedule, prorated as determined by workload assignment. Unit members shall not exceed step 20 for intersession placement.

**3.9.2 Compensation for Permanent/Probationary Unit Members' Work Performed Beyond 175 Days.** All permanent/probationary unit members working in the credit and non-credit semester programs, paid on the credit salary schedule, and working more than 175 days per academic year/work year shall be paid the intersession rate for all work performed beyond the 175 days.

**3.9.3 Non-Instructional Unit Members' Intersession Assignments.** Counselors, librarians, and other non-instructional unit members who work in the following circumstances shall be compensated at the intersession rate:

- a. When the unit member has completed 175 days (or the equivalent number of hours) but before the commencement of the new academic/fiscal year.

### **3.10 Management Teaching Salaries**

A manager who teaches in the credit program may have that portion of his/her salary charged on the instructional side of the 50% calculation. The portion of salary charged shall be 86% pro-rata pay per unit after determining the manager's placement on the "Credit Salary Schedule" according to the same criteria used for all unit members working in the credit program.

### **3.11 Creditable Work Experience for Salary Schedule Step Placement and Movement**

**3.11.1** For unit members, previous paid employment experience (as an instructor, librarian, counselor, school nurse, or other certificated employee) is counted on a year for-year basis if it was equivalent to the job/work assignment, such as full-time teaching in a high school or college environment.

**3.11.2** A "completed year" is at least 75% of 222 work-days or 166.5 workdays within any calendar year.

**3.11.3** Previous paid employment experience is counted on a pro-rated basis if it was part-time, (i.e. credited as a percentage of one year of equivalent full-time employment) or pro-rated if only a portion of the duties were creditable.

**3.11.4** Elementary teaching, or pre-school teaching, shall not be counted unless the subject matter is Early Childhood Education.

**3.11.5** Paid non-teaching work directly related to the teaching discipline is counted; e.g., work as a translator would be counted for a language instructor, if satisfactorily documented.

**3.11.6** Other unrelated work experience is not counted unless the employee meets the minimum qualifications or equivalency for another professional area; e.g., counseling experience would be counted if the person also meets the minimum qualifications or equivalency for employment in the District as a counselor.

**3.11.7** "Teaching Assistant" work does not count unless it was paid employment and the TA had full responsibility for teaching the class. Student teaching is not counted.

**3.11.8** For non-teaching employees, experience in their professional field (e.g. Librarian, Counselor) is counted. "Intern" work will be counted if it is paid employment and independently performed, under supervision, after acquisition of the Master's Degree.

### **3.12 Creditable Education for Salary Schedule Column Placement and Movement**

**3.12.1** A faculty member must present an official transcript of the college degree awarded, college units taken, or Continuing Education Units-(CEU) in Nursing, Learning Disabilities or Dental Assisting completed for initial placement or change in column on the salary schedule. The college or university must be accredited by the appropriate regional accrediting organization.

**3.12.2** If Continuing Education is required as a part of professional-status (i.e., Nursing, Learning Disabilities or Dental Assisting,) 15 hours of professional training equals one (1) unit.

**3.12.3** Only upper division or subject-related lower division college credit courses or CEU for Nursing, Learning Disabilities and Dental Assisting will be used for salary schedule purposes.

**3.12.4** Community College units will not be used for salary schedule column movement beyond the level of the bachelor's degree.

#### **3.12.5 Definition of an Earned Doctorate**

- a. For the purposes of salary placement and bonus awards, an "earned doctorate" is a degree containing the word "doctor" which is awarded by an institution accredited, at the time of the granting of the degree, by an organization acceptable to the University of California, Graduate Division.
- b. If the degree is not granted by an organization that is acceptable to the University of California Graduate Division, the employee must furnish proof of acceptance of the degree by Stanford University or any California State University. Earned doctorates from foreign institutions must be acceptable in the same manner.

### **3.13 Initial Step and Column Placement**

#### **3.13.1 Initial Step and Column Placement on the Credit Salary Schedule**

All newly-hired credit and noncredit unit members and District certificated management employees who become unit members shall be placed on the credit salary schedule. Unit members shall furnish information and documentation to Human Resources showing previous experience that would affect their initial step and column placement. Unit members will be placed on the salary schedule based upon documentation they submit to Human Resources. Step and column credit will not be granted until Human Resources receives supporting

documentation for the education/work experience. A unit member's placement will be increased, with retroactive application for the first six months of employment only, if they submit additional documentation within the first six months of employment.

If the documentation is furnished after the end of the six-month period, a salary schedule adjustment will be processed as any other vertical or horizontal movement on the schedule. There shall be no retroactive payment.

Upon request by the unit member or UPM, Human Resources shall explain the unit member's placement to the unit member or UPM.

### **3.13.2 Step Placement Limit**

Work that is determined by Human Resources to be "creditable work experience" for purposes of step placement shall be granted on a year for year basis (except as provided herein). Initial step placement on the credit salary schedule shall not exceed step fourteen (14) on any column for permanent/probationary unit members (except for returning managers qualified for higher placement), nor step nine (9) on any column for temporary credit unit members. Upon request of the Chief Human Resources Officer and with the agreement of the Superintendent/President and the UPM President, an incoming permanent/probationary unit member may be placed up to step twenty (20) as a recruitment incentive for strong candidates or for hard-to-fill positions.

### **3.13.3 Step Placement Limit for Managers Retreating/Returning to Faculty**

Any District employee retreating into the bargaining unit as a first-year probationary unit member (E.C. 87458) shall be initially placed on the salary schedule pursuant to this Article. Such employees shall be placed no higher than step fourteen (14) unless the employee previously served as faculty in the District and, at the time the employee became a manager, was placed above step fourteen (14) on the schedule. In that case, the employee may be placed at the step they were on when they became a manager.

## **3.14 Vertical Step Movement on the Salary Schedule**

### **3.14.1 Permanent/Probationary Unit Members**

After initial placement on the salary schedule, a unit member may not move more than one step (30 units) on the credit salary schedule in a single fiscal year. Vertical movement to a higher step for permanent/probationary faculty members will be effective July 1 at a rate of one step for each 29.5 - 30.5 teaching units or equivalent non-credit service completed in the District, or for librarians, counselors, school nurse and other certificated unit members, one school year of full-time creditable work in the District.

Permanent/probationary unit members teaching less than 29.5 units (or non-teaching unit members working less than a full school year) may also qualify for step movement in the following circumstances as approved by the Board: on a reduced load as long as they teach at least 18 units (60% in non-teaching positions) in the year excluding overloads and intersessions; on a phased-in early retirement program of at least one-half of the days of service required for a regular full-time assignment; on a paid medical leave of absence; on a sabbatical leave, legislative leave, family leave, military leave, jury duty leave, industrial accident leave, pregnancy/disability leave, disability leave and/or assault leave.

Permanent/probationary unit members hired mid-year are required to complete three semesters before becoming eligible for salary step advancement. Permanent/probationary unit members not on phased-in early retirement must be in paid status at least 75% of the assigned days in a school year for that year to be credited.

### **3.14.2 Equivalent Non-Credit Service**

All permanent/probationary unit members working in the non-credit program as part of their regularly assigned workload shall move on the credit salary schedule in accordance with their years of pro-rated full-time service.

### **3.14.3 Temporary Unit Members**

Vertical movement to a higher step shall be at a rate of one step for every 30 teaching units (or equivalent for non-instructional unit members). Teaching units earned in the District shall be credited for movement not to exceed step 16. Teaching units earned at other institutions shall be credited up to step 9 only. Advancement from step 9 to step 16 shall be based solely on teaching experience in the District (not related work experience). Temporary counselors, librarians, and other non-instructional certificated employees shall receive step advances, with the same limitations as temporary credit teaching faculty based on pro-rated full-time professional experience (i.e. percentage of unit equivalents). Unit members must submit documentation of experience/units earned outside the District on or before May 1. The District will count work performed during May provided the verification goes through at least May 1. Units earned will be counted at the end of each fiscal year, with step movement to take effect July 1 of the next fiscal year. A unit member may not move more than one step (30 units) on the credit salary schedule in a single fiscal year.

### **3.15 Horizontal (Column) Movement on the Salary Schedule**

For column change following initial placement, unit members must submit documentation of completed requirements to Human Resources. Column movement will take effect the pay period after the unit member submits supporting documentation, and may occur at any point in the fiscal year.



### **3.16 Compensation – Unit Members Assigned to the Children’s Centers**

#### **3.16.1 Application of Article**

Except as specified herein, all other provisions of Article 3 do not apply to unit members assigned to the Children’s Center.

#### **3.16.2 Creditable Work Experience and Education for Children’s Center Salary Schedule Placement and Movement**

- a. Previous paid employment experience is counted on a year-for-year basis if it was equivalent to the job/work assignment.
- b. Unit members who worked less than 100% of an assigned workload must accumulate the hours equivalency of a full-time workload to qualify for salary schedule placement credit.
- c. Valid documentation should include the state issued permit, or an official transcript of the college degree awarded or the college units taken which would support the request for initial placement or movement in step or column on the salary schedule.
- d. The college or university must be accredited by the appropriate regional accrediting organization.

#### **3.16.3 Initial Placement on the Children’s Center Salary Schedule**

Newly-hired Children’s Center unit members shall be placed on the applicable Children’s Center Salary Schedule. Unit members shall furnish information and documentation to Human Resources showing previous experience which would affect their initial step and column placement. The newly hired unit member will be placed on the salary schedule based no higher than step three (3), which is the highest entering step for Children’s Center unit members. Step and column credit will not be granted until Human Resources receives supporting documentation for the education/work experience. A unit member’s placement will be increased, with retroactive application for the first six months of employment only, if additional documentation is submitted prior to the end of the six-month period.

If the documentation is furnished after the end of the six-month period, a salary schedule adjustment will be processed as any other vertical or horizontal movement on the schedule. There shall be no retroactive payment.

Upon request by the unit member, Human Resources shall explain the unit member’s placement to the unit member.

#### **3.16.4 Vertical (Step) Movement on Children’s Center Salary Schedule**

Unit members assigned to the Children’s Center shall move one (1) step on the Children’s Center Salary Schedule for every two semesters consisting of one 175-day contract year, completed at 100% assigned workload. Unit members who work less than 100% of an assigned workload must accumulate the hours equivalency of a full-time workload to move on the salary schedule.

### **3.16.5 Horizontal (Column) Movement on Children’s Center Salary Schedule**

For column change following initial placement, the unit member must submit documentation of completed requirements to Human Resources. Column movement will take effect the pay period after the unit member submits supporting documentation, and may occur at any point in the fiscal year.

### **3.16.6 Site Supervisor – Summer Session/Short Term Leave Rate of Compensation**

The Site Supervisor working the summer session shall be reimbursed on a prorated base of 80% of the Site Supervisor hourly rate. Teachers employed as the Site Supervisor during summer session shall be placed on the Site Supervisor Salary Schedule and be paid at 80% pro rata. The same rate shall apply in cases of coverage for Site Supervisor short-term leave greater than four full weeks.

## ARTICLE 4: FRINGE BENEFITS

### 4.1 Permanent/Probationary Unit Members

The District shall pay the full cost of dental, vision and group long-term disability insurance plans. Effective June 1, 2020, the District shall contribute up to \$2,050 per month toward the premium amount of medical insurance plans for part-time unit members who are eligible to receive benefits. Effective July 1, 2021, the District shall contribute up to \$2,100 per month toward the premium amount of medical insurance plans for full-time unit members.

**4.1.1 Durable Medical Coverage for Kaiser.** Durable medical equipment is covered in the Kaiser medical plans as explained in the Evidence of Coverage with deductibles or coinsurance as detailed in each plan.

**4.1.2 Prescription Coverage.** Insurance coverage for prescriptions is detailed in each plan.

**4.1.3 Out of State Coverage.** The District provides portability for out-of-state retirees who are eligible for retirement benefits. Out of state coverage varies by plan.

#### **4.1.4 Benefits: Unit Members Assigned to the Children's Center**

- a. Except as specified herein, all other provisions of Article 4 do not apply to unit members assigned to the Children's Center.
- b. All unit members working 80% or more of a full load shall have medical, vision, and dental benefits as provided for permanent/probationary full-time faculty.
- c. All unit members working less than 80% but more than 60% of a full load who choose to participate in benefits plans will receive benefits with the District contribution prorated based on the employee's load (e.g., for a 75% (0.75 FTE) employee the District will pay 75% of benefit cost up to the pro-rated maximum District contribution amount and the employee will pay 25% of the benefit cost). Those who elect to participate in medical, vision, and/or dental insurance shall have the prorated portion of these benefits deducted from their paychecks.
- d. Unit members who work less than 60% of a full load may elect to purchase medical, vision and/or dental insurance and shall have the full cost of these benefits deducted from their paychecks.

### 4.2 Health Coverage: Temporary Credit and Non-Credit Unit Members

**4.2.1** Effective June 1, 2020, the District shall provide a maximum contribution of \$2,050 per month for a Kaiser Traditional or Kaiser Deductible medical plan for qualifying temporary (credit or non-credit) unit members. Part-time unit members who choose health coverage which exceeds the maximum District contribution shall pay the additional employee premium contribution through a monthly payroll deduction. For Spring semester (coverage months February to August), if unit members do not have a summer assignment to cover the employee premium contribution from their payroll check, then the total July and August employee premium contribution will be paid by personal check to the District payroll department by the fifth business day of the month of coverage. Unit members who do not expect to have a summer assignment may increase their payroll deduction for their April and/or May paychecks.

**4.2.2** Unit members who retire subsequent to July 1, 1995 and who are eligible for benefits under Section 4.11 shall not be eligible for the benefits under this section.

**4.2.3** Qualifying temporary credit and noncredit unit members are those who are currently employed part-time, teach twelve 12 credit or noncredit units or more in an academic year, excluding summer term, and who teach at least six (6) credit or noncredit units in the Fall semester (coverage months September to January). The six (6) units in the Fall semester may include a late-start course. If any course is cancelled or the unit member's assignment drops below six (6) units in the Fall or below twelve (12) for the academic year in the Spring, the unit member's District provided coverage will be terminated the first of the month after the course cancellation/reduction in units and the unit member will repay the District for the health coverage the District already provided. The unit member may continue coverage at their own cost under COBRA.

**4.2.4** Two-Tier Anchor Bronze Plan. The District will maintain a medical plan for credit and non-credit unit members who do not qualify for health coverage. The "Active Temporary Employee" health coverage is for employee or employee plus children. The cost of this coverage will be at the employee's expense.

**4.2.5** Dental Coverage. Effective July 1, 2021, unit members who qualify for health care coverage in 4.2 above shall qualify for a reimbursement of up to \$800 per fiscal year for a single subscriber, or \$1,200 per fiscal year for a subscriber plus one (up to \$800 per individual and a maximum of \$1,200 total for the subscriber and subscriber plus one per fiscal year), based on submission to the District of an itemized invoice from a dentist outlining the services provided, submitted within 30 calendar days of the end of the fiscal year. The District shall reimburse the unit member within 30 days of receipt of a verified itemized invoice. To qualify as a "plus one" for dental reimbursement, an individual must be eligible to be a "plus one" on the unit member's health care plan (whether or not the unit member has a medical plan and whether or not the individual is the plus one on that plan) and an employee may only identify one individual to be a "plus one" per fiscal year.

Effective July 1, 2021, the maximum total dental reimbursement shall not exceed twenty-five thousand dollars (\$25,000) per fiscal year.

### **4.3 Insurance Coverage: Notification Guidelines**

**4.3.1** Within thirty (30) days of employment, new unit members shall receive complete information from the Benefits Office regarding all District insurance coverage for which they are eligible. Unit members must enroll or file an intention not to enroll with the Benefits Office within thirty (30) days of receipt of this information.

**4.3.2** All insurance coverage and changes in such coverage shall become effective on the first day of the month following receipt of the unit member's request for coverage or change of coverage as allowed by the carrier. In the event that the unit member shall request a change of coverage based on a mid-year qualifying event, the unit member must submit enrollment paperwork and required documentation to the Benefits Office within the timeframe required by the plan administrator.

### **4.4 Benefits Advisory Committee**

The Benefits Advisory Committee consists of two (2) members selected by UPM/AFT, no more than four (4) members selected by the classified staff and two (2) members selected by the District. The Committee shall review and recommend insurance carriers and shall oversee the operations of the carrier with regard to the establishment and maintenance of a high level of service to the members of the various plans. The Committee will regularly review the performance and services provided by the Broker(s) of Record and/or benefit consultant(s) to the District. The Committee shall make recommendations to the exclusive representatives and to the District regarding improvement and/or economies in fringe benefit coverage. The Committee shall convene to engage in collaborative analysis of cost-saving options and opportunities.

### **4.5 AD&D Insurance**

The District shall provide to permanent/probationary unit members, \$250,000 of "on the job" AD&D insurance at no cost to the unit member. Additional "twenty-four hour" AD&D insurance coverage, as well as family coverage, may be offered and selected at the unit member's expense.

### **4.6 Payroll Deductions for Benefits**

Any eligible payroll deductions for benefits by a unit member may be sheltered as pre-tax dollars as provided for in relevant State or Federal statutes for permanent/probationary unit members who have authorized the salary reduction on the proper Benefits Office form.

## **4.7 Medical Waiver**

**4.7.1** Effective July 1, 2014, with the implementation of the Self-Insured Schools of California (SISC) any unit member working 90% FTE or more must participate in one of the medical benefits plans offered by the District with the following exception. SISC permits employees hired prior to July 1, 2014 who opted out of medical benefits with documentation of comparable coverage under another plan as of July 1, 2014. Permanent/probationary credit unit members who elected to waive medical benefits as of July 1, 2014 shall be provided with a \$1500 annual payment. The payments shall be reduced on a pro rata basis for unit members who waive coverage for less than a full year. Permanent/probationary credit unit members shall have their waiver payments made by check no later than December 15th. If the unit member reinstates with District medical benefits, the exception will no longer be available to the unit member.

**4.7.2** Temporary credit unit members who are eligible for medical coverage may voluntarily waive District medical benefits if they can provide documentation to the Benefits Office of comparable coverage under another plan (Form 4.A) by October 1. Temporary credit unit members shall receive half of the waiver payment (\$750) by December 15, with the balance being paid by check no later than March 15 of the following semester, if they remain eligible for the waiver in that Spring semester. For unit members with late starting classes, the balance will be paid by check no later than April 15, if they remain eligible for the waiver in that Spring semester. To be reinstated, temporary credit unit members must apply during the Fall open enrollment period.

**4.7.3** Temporary non-credit unit members who are eligible for the District contribution to medical coverage may waive this contribution if they can provide documentation of comparable coverage under another plan (Form 4.B) by October 1. If a unit member waives this coverage, there is no monetary remuneration from the District in lieu of this coverage. To be reinstated, temporary non-credit unit members must apply during the annual Fall open enrollment period.

## **4.8 Life Insurance**

The District agrees to provide for all eligible permanent/probationary unit members, life insurance coverage in the amount of \$50,000.

**4.8.1** An optional portable, permanent, voluntary life insurance plan may be offered to permanent/probationary unit members at no direct cost to the District beyond submission of the contribution to the insurance carrier. Payment to this plan may be made by monthly payroll deductions.

#### **4.9 CRA Trust**

The District shall be responsible for the total CRA contribution, not to exceed a total amount of \$54.00 per unit member, until January 31, 2021. Effective February 1, 2021, the District contributions to the CRA Trust are terminated. The trust was established by the United Professors of Marin and shall be administered solely by the UPM. It is recognized that the District shall have no trustees on the Trust and shall not be involved in administering the Trust. The Trustees will be solely liable for the Trust's administration and debts, as provided for by the law and the trust document. The District is neither a fiduciary of the trust nor a participant or a beneficiary of the trust. The District's obligation is to provide necessary employment or retirement data to the Trust, and to make the contributions called for herein and in the Trust document.

**4.9.1** UPM will hold the District harmless from any liability arising from the creation or administration of the Trust described in 4.9, so long as the District fulfills its obligation as described in 4.9.

#### **4.10 Domestic Partners**

**4.10.1 Eligibility and Enrollment Criteria.** Domestic partner coverage will comply with California law. To enroll for domestic partner coverage, the qualifying partner and domestic partner must meet eligibility and enrollment requirements as provided by state law and the plan administrator. Unit members may obtain information regarding domestic partner benefits from the Benefits Office.

**4.10.2 Benefit.** Domestic partners are eligible for benefits for which the qualifying partner's spouse would be eligible, if the qualifying partner was married. Such benefits include medical, dental and vision coverage. Retirement medical insurance, life insurance and disability insurance are not included. Benefits will not be provided for the dependents of the domestic partner.

#### **4.11 Fringe Benefits for Retirees Hired On Or Before July 1, 1988**

**4.11.1 Eligibility for Retiree Fringe Benefits.**

The benefits set forth in this section are only available to permanent/probationary unit members hired on or before July 1, 1988.

**4.11.2 Unit Member/Retired on Disability.**

All permanent/probationary unit members with at least ten (10) years of full-time service in the District, when retired for medical disability, will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the

District up to the maximum District contribution (section 4.1), if allowed by carrier, until he/she reaches the age of seventy (70) or to the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70) or to the date of the former unit member's death, whichever is earlier, and with approval of the insurance carrier. Retirees and their spouses/domestic partners that are 65 years of age or older are required to provide proof of Medicare Parts A and B. A copy of the retiree's and spouse's/domestic partner's Medicare card must be submitted prior to the first of the month in which they turn 65 (or first of the prior month if their birthday is on the 1st). Retirees must have continuous enrollment in Medicare while enrolled in a SISC retiree plan. Failure to produce a copy of the Medicare card(s) in a timely manner will result in SISC charging a surcharge which the retiree must pay.

#### **4.11.3 Unit Member/Non-Disability Retirement.**

Upon retirement, a permanent/probationary unit member with at least fifteen (15) years of full-time service in the District will be covered by the District's Kaiser Medical Insurance Policy or any other Medical Insurance Policy currently offered by the District up to the maximum District contribution (section 4.1), if allowed by carrier, until he/she reaches the age of seventy (70), or the date of death, whichever is earlier. One (1) eligible dependent will also be covered until the staff member reaches the age of seventy (70), or to the date of the former unit member's death, whichever is earlier, and with the approval of the insurance carrier. Retirees and their spouses/domestic partners that are 65 years of age or older are required to provide proof of Medicare Parts A and B. A copy of the retiree's and spouse's/domestic partner's Medicare card must be submitted prior to the first of the month in which they turn 65 (or first of the prior month if their birthday is on the 1st). Retirees must have continuous enrollment in Medicare while enrolled in a SISC retiree plan. Failure to produce a copy of the Medicare card(s) in a timely manner will result in SISC charging a surcharge to the District, which the Retiree must pay.

#### **4.11.4 Dental Coverage.**

All retired unit members eligible for retiree fringe benefits set forth in this section and retiring on or after July 1, 1981, shall receive the District's dental coverage on the same dental plan the unit member had at the time of retirement until age seventy (70) at District expense.

#### **4.11.5 Senior Medical Programs.**

Any unit member who qualifies for District approved medical insurance coverage and Social Security Medicare Part A and Medicare part B and who reaches 65 years of age during retirement, or is 65 years of age or older at the time of retirement, must participate in the Kaiser Medicare Senior Advantage Plan or the non-Kaiser Medicare Advantage Plan, with District support up to the limits specified in 4.11.2 or 4.11.3. Retirees who do not qualify for



Social Security Medicare Part A and Medicare Part B shall continue to be provided medical benefits as described in 4.11.2 or 4.11.3.

#### **4.12 Phased-In Early Retirement**

**4.12.1** Permanent/probationary unit members shall have the right to reduce their workload and maintain retirement benefits, provided:

- a. The unit member has reached the age of fifty-five (55) prior to reduction in workload.
- b. The unit member has been employed full-time as a permanent full-time unit member in a position for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment.

**4.12.2** The unit member shall be paid a salary which is the pro rata share he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The unit member shall receive all benefits in the same manner as a full-time unit member for the first five (5) years of part-time employment. For the next five (5) years of leave the unit member shall pay for the cost of benefits based on the percentage of work load reduction; i.e. if reduced to a 50% workload the unit member would contribute 50% of the benefit costs.

**4.12.3** The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during his/her final year of service in the full-time position, i.e., one-half of the full-time assignment. Both the unit member and the District shall contribute to the teacher's retirement fund the amount that would have been contributed had the unit member been employed on a full-time basis. The reduced load may be apportioned over the school year.

**4.12.4** The unit member shall receive the retirement credit he/she would have received if employed on a full-time basis and have his/her retirement allowance and other retirement benefits based on the salary he/she would have received if employed on a full-time basis.

**4.12.5** No more than ten (10) years of part-time status shall be permitted. In the event of an emergency created by a medical or financial hardship, a member who has begun this program may return to full-time employment and later resume the program upon agreement with the District.

**4.12.6** A unit member desiring to apply for retirement, pursuant to this Section, must do so in writing by April 15 preceding the academic year in which he/she desires the plan to begin.

**4.12.7** Assignment of personnel to part-time duties under this early retirement plan is the responsibility of the Superintendent/President. The transfer and assignment provisions of the collective bargaining agreement shall be applicable. The unit member can return to full-time employment only with the mutual consent of the unit member and the District.

**4.13 Emeritus Privileges.**

Any full time or part time faculty member with at least ten (10) years of service who retires from the District shall receive emeritus status and afforded the following lifetime privileges at no cost to the emeritus faculty member:

- a. Official college identification that recognizes emeritus status;
- b. Discount at College of Marin performing and fine arts events;
- c. Complimentary admission to College of Marin athletic events and athletic facilities;
- d. Complimentary lifetime parking permit;
- e. Invitation to College of Marin social events;
- f. Continued use of College of Marin email account upon request;
- g. Enrollment fee exemption for credit classes based on space availability;
- h. All library services; and
- i. Discount at College of Marin Bookstore.

**4.14 Resignation Incentive 2017-2020.**

Resignees who received a resignation incentive in 2017-2020 under this section or related memoranda of understanding shall not be reemployed at any time in the future as regular full-time faculty. Such resignees may apply to perform part-time, temporary credit, noncredit, and not-for-credit assignments.

## ARTICLE 5: LEAVES

### 5.1 Reporting Absences

**5.1.1** Except as provided in this Article, unit members shall notify their immediate supervisor as soon as possible before any leave of absence, and in no event later than one hour prior to the unit member's first assignment, unless the unit member is incapacitated and unable to do so. Within three (3) days after the last day of the absence, unit members shall complete and submit to their immediate supervisor the Faculty Absence Report (Form 5.A). For purposes of this section, a "day" is defined as a week day that District offices are open for business). The Dean/Director and the Department Chair shall make the reporting form available to the unit member (Form 5.A).

**5.1.2** All unit members shall indicate their intention to return to duty the following work day by contacting their immediate supervisor or the supervisor's designee as soon as practicable, but no later than 2:30 P.M. on the workday preceding the unit member's return to duty.

**5.1.3** If a unit member fails to give notice within the time limit specified of the unit member's intention to return after illness or accident, and the substitute appears for the days, the substitute shall receive a full day's substitute pay, and this amount shall be deducted from the unit member's salary for that month.

**5.1.4** In the event a unit member is unable to contact the unit member's immediate supervisor, as required in this Section 5.1, the unit member shall contact the appropriate dean/director or Vice President by phone or email.

**5.1.5** Unit members may not utilize asynchronous nor synchronous online/remote teaching to avoid reporting an absence or using leave unless otherwise directed by the District.

### 5.2 Sick Leave

**5.2.1** Permanent/probationary unit members shall be entitled to ten (10) sick leave days annually and shall accrue one (1) additional day for every six (6) units or equivalent assignment beyond the full-time work load during the 175-day academic year/work year or for work assigned during intersession, accumulated indefinitely commencing on the first (1st) day of employment.

**5.2.2** All temporary unit members (both credit and non-credit) shall receive one (1) day of sick leave for every three (3) units assigned per semester or its equivalent, and for every six (6) units assigned during intersession or its equivalent, accumulated indefinitely commencing on the first day of employment.

**5.2.3** Temporary not-for-credit (i.e., community education) unit members shall receive one (1) day's sick leave for every fifty-three (53) hours of lecture and/or seventy-nine (79) hours of laboratory instruction per quarter, accumulated indefinitely, commencing on the first (1st) day of employment.

**5.2.4** As provided in Education Code section 87782, any unit member, upon request, who has been an employee of another community college district for one school year or more shall have transferred to the District the total amount of leave for illness or injury which the unit member accumulated under Education Code section 87781.

**5.2.5** By October 1 of each year, Human Resources shall notify all permanent/probationary unit members, and temporary credit and non-credit unit members with a fall assignment, of their accumulated number of sick leave days available. The District will be deemed in compliance of this requirement if leave balances are included on paystubs. Upon written request by the unit member to Human Resources, the District shall provide the unit member's accumulated sick leave information, to include: the previous year's ending sick leave balance (separating regular and overload earned and identifying amount used by date), total regular sick leave hours earned in the current academic year, total used sick leave in the current academic year, and current sick leave balance.

**5.2.6** A unit member shall receive full pay for those days of absence covered by accumulated sick leave.

**5.2.7** The District may require the unit member obtain certification from a health care provider or other proof of illness/accident for days of absence as sick leave or personal necessity leave (this does not apply to compelling personal importance leave). Normally, this shall be done when the absence exceeds five (5) days or when there is a reasonable, evidence-based suspicion of an employee's abuse or misuse of sick days. When the District asks for a certification under this category, the District shall notify UPM.

**5.2.8** After an employee has been absent for five (5) or more consecutive days of sick leave, the District may require the unit member obtain a release to return to work from a health care provider.

**5.2.9 Sick Leave Reporting.** Sick leave days shall be converted to hours for recordkeeping purposes. Sick leave will be charged against accumulated sick leave based on a 37.5-hour work-week (per Article 8) and a 175-day work year for a 1.0 FTE load. For each unit of overload, an additional hour of sick leave will be charged per week (see reporting details below). Unit members shall report absence from assigned and/or unassigned duties. Should a unit member be absent for part but not all of a day, the unit member shall report the length of time (rounded to the nearest half hour).

When an assignment has been reassigned from the unit member to a long-term substitute, when a short-term substitute is covering unassigned time duties, or when the unit member is otherwise absent from unassigned time duties, the unit member shall report as sick leave on the absence report all hours associated with that assignment until the unit member reports back to duty. Sick leave hours reported must be based on the 37.5-hour work-week and 175-day work year for a 1.0 FTE load. When the unit member is reporting a full week of absence, an additional hour of sick leave will be deducted per week for each unit of overload.

Temporary unit members shall have their sick leave usage prorated based on their percentage of full-time equivalent assignment.

Unit members under a health care provider's care and not released for duty shall utilize sick leave in accordance with the established work-week/work-year for a 1.0 FTE load. For each unit of overload, an additional hour of sick leave will be charged per week (see above).

#### **5.2.10 Differential Leave.**

After all earned and accrued sick leave is exhausted, additional non-accumulated differential leave for a unit member's own health condition, including all health conditions associated with pregnancy disability, is available for a period not to exceed five (5) school months per fiscal year and per injury or illness.

- a. During any period when a unit member is on differential leave, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill the unit member's position during the absence or, if no substitute is employed, the amount that would have been paid to the substitute had one been employed. The District shall make every reasonable effort to secure the services of a substitute. (See Ed. Code 87780.)

#### **5.2.11 Donation of Sick Leave to Another Unit Member.**

Unit members may voluntarily donate up to five (5) days (37.5 hours) of their accumulated sick leave days per year for use by other unit members who have catastrophic illness/injury, need to care for a family member suffering from a catastrophic illness/injury. In no instance shall unit members sell and/or exchange their sick leave for monetary or other considerations. If a unit member wishes to donate sick leave days, the unit member must contact the Human Resources Department to verify the number of accrued and available sick leave days and must put in writing to the Human Resources Department the request to transfer those days (**Form 5.B**). A transfer of sick leave credits cannot be revoked by the unit member who donated leave.

- a. The leave shall be processed and eligibility determined in accordance with Education Code 87405.

- b. Eligible unit members may receive up to one hundred (100) days of donated sick leave credits in any three (3) year period.
- c. In order to be eligible to receive donated sick leave credits under this section, a unit member must first exhaust his/her/their own sick leave (but not including differential leave when applicable), and any other applicable paid leave, and must provide verification of the existence of a catastrophic illness/injury to the Human Resources Department in accordance with **Section 5.7.8** (Medical Certification of Serious Health Condition). Donated sick leave will run concurrently with any remaining Family Medical Leave Act/California Family Rights Act leaves (when applicable). The unit member receiving donated leave may, after consultation with Human Resources, elect to incorporate donated leave with differential leave, or run the leaves consecutively.

#### **5.2.12 Use of Sick Leave for Illness of Family Member.**

- a. A unit member may use up to ten (10) days earned and available sick leave for the care of a family member as defined in Labor Code 233 and 245.5 (Kin Care leave). These days are in addition to those provided for as personal necessity leave and leaves for matters of compelling personal importance.
- b. In the event a unit member is needed to care for a spouse/partner, child or parent with a serious health condition, as determined by the spouse/partner, child, or parent's health care provider, and the unit member has exhausted the member's personal necessity leave and allotment of leave under subsection a, the unit member is entitled to use up to twenty-five (25) days of earned and accrued sick leave in order to care for the spouse/partner, child or parent. The use of earned and accrued sick leave to care for a family member with a serious health condition runs concurrently with Family Medical Act Leave Act/California Family Rights Act leaves (when applicable) and Family Care Leave under this Article 5 (when applicable).
- c. **Notification.** A unit member who elects to use sick leave for illness of a family member shall submit written notice to the immediate supervisor or designee to document the necessity for leave. In an emergency situation where notification in advance is not possible, the unit member shall notify the supervisor as soon as possible and submit written notification promptly. The unit member shall obtain and complete the applicable form(s) and submit the forms to Human Resources.

#### **5.2.13 Use of Sick Leave for Terminal Illness of Spouse/Partner, Child, Parent.**

- a. In the event of the diagnosis of a terminal illness of a unit member's spouse/partner, child or parent, and the unit member has exhausted the personal necessity leave and Kin Care leave allowed in **Sections 5.3 and 5.2.12**, the unit member is entitled to use up to

100% of earned and available sick leave, in order to care for the spouse/partner, child or parent. This use of earned and available sick leave runs concurrently with Family and Medical Care Act/California Family Rights Act leave.

- b. The unit member shall obtain and complete the applicable Employee/Family Medical Leave Act/California Family Rights Act and medical certification form(s) and submit the forms to Human Resources. Upon request by the District, the unit member shall submit verification of the terminal illness by a licensed health care provider.

### **5.3 Personal Necessity Leave and Compelling Personal Importance Leave**

**5.3.1** A unit member shall be entitled to use, during any contract year, not more than six (6) days of accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation which is imposed on a unit member, over which a unit member has no control, which a unit member cannot reasonably be expected to anticipate or disregard, and which requires the unit member's presence during the unit member's normal work day. Examples of personal necessity include but are not limited to: religious holidays; doctoral, licensing or other professional examinations; adoption hearings; funerals of close friends, colleagues, or relatives; caring for a spouse/partner, children, parents, or infant child following childbirth; or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

**5.3.2** The unit member shall submit a written request to the immediate supervisor or designee to secure advance permission for personal necessity leave except that advance permission shall not be required for leave taken for either of the following two (2) reasons:

- a. Death or serious illness of a unit member's immediate family or household member.
- b. Accident involving the unit member's person or property, or the person or property of a unit member's immediate family or household.

#### **5.3.3 Use of Sick Leave for Matters of Compelling Personal Importance.**

Pursuant to Education Code 87781.5, a unit member shall, without prior approval, be granted up to a maximum of six (6) days leave of absence in any contract year in cases of compelling personal importance. Said leaves shall be deducted from the unit member's available personal necessity leave. Unit members shall give written notice to his/her/their immediate supervisor or designee as soon as practicable and prior to taking leave under this section.

### **5.4 Industrial Accident Leave**

All unit members who are eligible for Workers' Compensation benefits shall be provided with industrial accident and illness leave according to the following provisions:

**5.4.1** The accident or illness has arisen out of and in the course of the employment of the unit member and has been accepted by the State Compensation Insurance Fund as a bona fide injury or illness.

**5.4.2** Allowable leave for each industrial accident or illness shall be for the number of days of temporary disability but shall not exceed sixty (60) days during which the District is in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year.

**5.4.3** Allowable leave shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her/them for the same illness or injury.

**5.4.4** The leave under these rules and regulations shall commence on the first day of absence.

**5.4.5** Maximum salary during any one period shall not exceed the normal salary rate.

**5.4.6** Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

**5.4.7** During any paid industrial accident leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement (on said member's full salary) and other authorized contributions. The unit member shall not receive more than 100% of the unit member's regular salary.

**5.4.8** Temporary disability payment on account of the industrial accident or illness shall be endorsed back to the District during any paid leave of absence.

**5.4.9** Upon termination of the industrial accident or illness leave the unit member shall be entitled to the benefits provided for sick leave and the unit member's absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity he/she may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full salary.

## **5.5 Pregnancy Disability Leave**

**5.5.1 Definition.** Pregnancy Disability Leave is up to a four (4) month period when the unit member is disabled by pregnancy, childbirth, or a related medical condition. Except for



the provisions of this section, any period of actual disability due to pregnancy, childbirth, or a related medical condition, shall be treated as any other disability, and any accrued sick leave or other applicable salary continuance benefits shall be available to the unit member.

**5.5.2** It is the intent of this section to implement the terms and conditions of Government Code section 12945, and further interpretations of this law will apply.

## **5.6 Disability Leave**

**5.6.1** A disability leave shall apply to all forms of disability, including disability due to pregnancy, child birth, and related medical conditions, when a unit member qualifies for disability insurance at the termination of accrued sick leave.

**5.6.2 Verification of Health Care Provider.** Subject to applicable law, the period of disability as defined above shall be determined by the unit member's health care provider. Upon request by the District, the unit member shall submit verification of the disability by a licensed health care provider.

**5.6.3** A unit member on a disability leave shall be responsible for the unit member's portion of said fringe benefits payment which shall be due on a monthly basis, in advance. The District shall continue to pay its contribution to the unit member's health benefits, which include but are not limited to medical, dental, vision, and all other fringe benefits for which the unit member is eligible during leave based on the carrier's requirements, to the same extent the District would have paid for such benefits if the unit member would have continued working.

## **5.7 Employee/Family Care Leave**

Employee/Family Care Leave provides unpaid leave to qualified unit members under the Federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) (Government Code Section 12945.2), and differential pay for unit members who are eligible for parental/baby bonding leave. (See Education Code section 87780.1.) This section shall be applied and interpreted in accordance with the state and federal law and regulations and related provisions of the CBA.

**5.7.1 Eligibility.** A unit member who has worked in the District for two (2) semesters or twelve (12) months in the past year, and worked a minimum of nine (9) units or the equivalent per semester during the previous twelve (12) months (rolling; not the prior calendar year) is eligible for the leaves described below pursuant to this CBA. However, unit members only qualify for FMLA and CFRA leave pursuant to the requirements of those laws; the terms of this CBA do not extend eligibility for those leaves nor the protections therefrom to unit members who are not eligible for such leaves under applicable law. (A unit member who has worked in the District for 12 continuous months and a minimum of 1,250 hours during the previous 12 months is eligible for FMLA and CFRA leaves. Unit members who work less than 12 months

each year, are considered to have met the 12-month requirements so long as they meet the 1,250 hour requirement.)

### **5.7.2 Purposes for Which Leave May be Taken.**

- a. Birth, adoption, or foster care placement of a child (within one year of event),
- b. Care of a family member with a serious health condition:
  - i. Family member includes spouse, domestic partner, parent, (including person who stood in loco parentis to the employee), child (including foster, step and adult children and legal wards).
  - ii. Serious Health Condition is defined as any illness, injury, impairment or physical or mental condition that requires either inpatient care in a hospital, hospice, or residential care facility, or continuing treatment by or under the supervision of a health care provider.
- c. Unit member's own serious health condition (except that CFRA excludes pregnancy disability which is covered under Government Code Section 12945 and Section 5.5).
- d. Care of a spouse, domestic partner, son, daughter, parent, or next of kin who is a currently covered service member of the Armed Forces, and who has a serious injury or illness incurred in the line of duty on active duty for which he/she/they is/are undergoing medical treatment, recuperation, or therapy.
- e. Qualifying exigency where the employee's spouse, son, daughter, or parent (the "military member") is on (or has been notified of an impending call to) covered active duty in the Armed Forces. This Agreement uses the terms "qualifying exigency" and "covered activity duty" as defined in the FMLA.
  - i. For leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.
  - ii. **Certification.** Upon a request for exigency leave, the District shall require certification of the family member's military status, and the nature of the exigency, to the extent authorized by law.

### **5.7.3 Duration of Leave.**

- a. Leave may be taken for up to a total of twelve (12) work weeks in a twelve (12) month period, except in the case of care for a member of the Armed Services injured in the line of active duty as set forth in Section 5.7.2.d, in which case the unit member is entitled to

up to twenty-six (26) work weeks of leave in a twelve (12) month period.

- b. Intermittent leave in the form of reduced work day or work weeks may be taken for treatment of a single illness or injury (i.e. for chemotherapy, radiation, kidney dialysis or other treatments of a similar nature) when medically necessary as certified by the health care provider.
- c. Intermittent leaves as defined in subsection b above shall be scheduled, to the extent possible, to minimize disruption to the District. A unit member who requests leave on an intermittent or a reduced leave schedule may be required to transfer temporarily to an assignment that better accommodates recurring periods of absence than the unit member's regular assignment.
- d. The time period for Employee/Family Care Leave runs concurrently with sick leave, differential leave, and all other applicable paid leave, beginning with the first day of absence.

#### **5.7.4 Employee Notice.**

- a. If the need for leave is foreseeable, the unit member shall provide the District with reasonable (at least 30 days) written notice.
- b. If the need for the leave is unforeseeable, notice must be given as soon as practicable.
- c. The District may deny the leave for failure to provide notice if:
  - i. The unit member had no reasonable excuse for failure to give notice;
  - ii. The unit member actually knew of the notice requirements; and
  - iii. The need for leave was clearly foreseeable.

#### **5.7.5 Continuation of Benefits.**

- a. The District shall continue to pay the unit member's health benefits, which include but are not limited to medical, dental, vision, and all other fringe benefits for which the unit member is eligible during leave based on the carrier's requirements, to the same extent the District would have paid for such benefits if the unit member would have continued working. The unit member shall continue to make employee contributions, if any.
- b. If the unit member does not return at the end of the leave, the District may collect from the unit member the amount expended for benefits unless the failure to return is

because of disability or other reasons beyond the control of the unit member.

- c. The District and the unit member cannot continue to pay the retirement contributions because the unit member must be in paid status for these contributions to continue. However, if permitted by STRS and subject to all STRS requirements, a unit member with STRS retirement may elect to purchase the additional service credit for an approved family care leave, prior to retirement, and in doing so will pay all contributions with respect to that service at the contribution rate for additional service credit in effect at the time of the election.
- d. The District and the unit member cannot continue to pay for life insurance or income protection if the unit member is on unpaid leave or such coverage otherwise is not available under the requirements of the carrier(s). The unit member may be able to continue coverage by paying the premium if allowed by the carrier(s).

**5.7.6 Status While on Leave.** Approved leave does not constitute a break in service for purposes of seniority or longevity.

**5.7.7 Married or Non-married Domestic Partner Employees.** If both spouses/domestic partners are employed by the District, the leave for both employees is limited to twelve (12) weeks each for the care of a newly arrived child (birth, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee) or a sick parent. For other purposes, such employee is entitled to twelve (12) weeks of leave.

**5.7.8 Medical Certification of Serious Health Condition.**

- a. The unit member shall provide to the District medical certification from the health care provider of the serious health condition of a child, spouse/domestic partner or parent and a statement that the serious health condition requires the participation of a family member to provide care.
- b. The unit member shall provide to the District medical certification from the health care provider of the unit member's own serious health condition and the inability to perform the functions of the unit member's position.
- c. Medical certification may be provided by a physician, osteopath or other health care provider as defined by the California Family Rights Act (2 CCR 11087(j)).
- d. The District may, at its expense, require additional medical evaluation and certification of the unit member's own serious health condition (but not of the unit member's spouse/domestic partner, parent or child).

- e. The District shall require fitness for return to duty certification following leave for the unit member's own serious health condition.

**5.7.9 Right to Reinstatement.** A unit member is entitled to reinstatement to the same or a comparable position, except as provided by applicable law (such as in the event of a properly-noticed layoff).

**5.7.10 Procedure for Applying.** Obtain and complete the applicable Employee/Family Medical Leave Act/California Family Rights Act and medical certification form(s) and submit to Human Resources.

## **5.8 Parental Leave**

**5.8.1** The District offers parental leave consistent with the provisions of Education Code §87780.1. This Section shall be applied and interpreted in accordance with state and federal law and regulations, and is intended to be consistent with such laws and regulations. Use of leave designated as Parental Leave does not constitute an additional 12 weeks under FMLA.

- a. Eligible full-time and part-time unit members are entitled to use his/her/their accrued sick leave up to 12 workweeks (maximum) of paid Parental Leave in a 12-month period following the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- b. The rate of pay is the employee's full pay if he/she/they has sufficient sick leave to cover the entire period of Parental Leave. If the employee does not have sufficient sick leave, the rate of pay is as set forth below.

Using the "differential" pay method of calculating extended illness leave, employees receive their full rate of pay less the amount actually paid the substitute employed to fill the position, or, if no substitute is employed, the amount that would have been paid to the substitute had one been employed. If the employee is eligible for California Family Rights Act ("CFRA") leave, after exhaustion of all available sick leave except for fifteen (15) days, the employee shall receive differential pay or fifty percent (50%) of their regular rate of pay (whichever is greater) for the remainder of the twelve (12) workweek period. Employees may retain fifteen (15) days of their sick leave for later use (as sick leave, not as Parental Leave).

- c. An employee is not required to have 1,250 hours of service with the District in the previous 12-month period to qualify to take Parental Leave under this section. An employee is not required to use her/his/their sick leave for Parental Leave as a condition of using baby bonding leave under the CFRA. An employee who is eligible for CFRA leave may elect to take unpaid CFRA baby bonding leave and reserve her/his/their sick leave

for later use (as sick leave, not as Parental Leave); however, if an employee elects to receive paid Parental Leave, his/her/their entitlement to CFRA baby bonding leave is reduced by the period of Parental Leave not to exceed a maximum of twelve (12) workweeks. Further, an employee who elects to take unpaid leave under this section shall not be eligible for differential or fifty percent (50%) pay during the twelve (12)-workweek period (if the employee is eligible for CFRA as above) until they have exhausted all current and accrued sick leave except for fifteen (15) days.

- d. Parental Leave in this section shall run concurrently with CFRA baby bonding leave taken pursuant to Government Code section 12945.2, and in the combination of the two leaves shall not exceed twelve (12) workweeks in a twelve (12)-month period.
- e. Intermittent parental leave is available in accordance with applicable law. Unit members should work with their supervising dean/director and Human Resources to plan an intermittent parental bonding leave schedule in advance of the term in which leave will be taken.
- f. If eligible, a unit member may combine Pregnancy Disability Leave and Parental Leave for up to a maximum total of twenty-nine and one third (29 1/3) weeks under applicable law (maximum 17 1/3 weeks Pregnancy Disability Leave plus 12 weeks CFRA Parental Leave).
- g. Procedure for Applying: Complete the appropriate form and submit to Human Resources.

#### **5.8.2 Parental Leave under Education Code section 87784.5**

- a. An academic employee may take up to thirty (30) days of her/his/their accrued sick leave in a school year, less any days of leave authorized as Personal Necessity Leave or Compelling Personal Importance Leave, in either of the following circumstances:
  - i. A biological parent may use leave pursuant to this section within the first year of her/his/their infant's birth;
  - ii. A nonbiological parent may use leave pursuant to this section within the first year of legally adopting a child.
- b. Leave under this section will run concurrently with FMLA/CFRA leave, if the unit member is eligible for such leaves. This section implements Education Code section 87784.5 and all changes thereto or interpretations thereof will apply.
- c. Procedure for Applying: Complete the appropriate form and submit to Human Resources.

#### **5.9 Jury Duty**

A unit member absent from work to fulfill jury obligations shall be paid the difference between regular salary and jury fees for each day absent unless the unit member pays to the District the amount of statutory fees which the unit member received for attendance as a juror, excluding the statutory mileage fee, in which case the unit member shall receive their regular salary. A unit member who receives a jury duty summons shall notify the unit member's immediate supervisor and shall submit to Human Resources a copy of the summons attached to the leave of absence report.

#### **5.10 Bereavement Leave**

Every unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if: a) out of state travel is required or b) one-way travel in excess of 300 miles is required, on account of the death of any immediate family member. No deduction shall be made from the salary of such unit member, nor shall such leave be deducted from leave granted by other sections of the Agreement. Members of the immediate family as used in this section are mother, father, grandmother, grandfather, or a grandchild of the unit member or of the spouse/partner of the unit member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member.

#### **5.11 Uniformed Services Employment and Reemployment Rights Act (USERRA)**

Unit members shall be granted any military leave to which they are entitled under law. Unit members shall be required to request military leaves in writing, and, upon request, to supply the District with "Orders" and status reports. The District is committed to protecting the job rights of employees in the uniformed services. A military leave of absence will be granted to unit members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible employees may take up to five cumulative years of leave under this policy. Advance notice of military service and a copy of service orders are required. Unless military necessity prevents such notice or it is otherwise impossible or unreasonable, notice must be provided within 30 days of active service. Military leave will be unpaid. However, the employees may elect to use personal necessity leave and banked units for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment. Health insurance coverage will continue until the end of the month following the month in which the employee last worked. The employee will be required to pay her/his/their normal employee share of the premium during this time. After this period, the employee has the right under COBRA to elect continuing group health insurance, at the employee's expense, for up to 24 months (or the period of service and time allowed to apply for reemployment, whichever is shorter) following separation from employment. An employee who takes leave under this policy will be eligible for reemployment as provided by law, including that the employee was honorably discharged from military service and provides discharge documentation. A returning employee must seek timely reinstatement depending upon the length of the military service, as follows, or defined by applicable state law:

<b>Length of Service</b>	<b>Time Limit for Seeking Reinstatement</b>
Less than 31 days	By the start of the first work day that begins at least eight hours after the completion of service
31 to 179 days	No later than 14 days following the completion of service
180 days or more	No later than 90 days following the completion of service

An employee who is hospitalized for an injury or illness incurred or aggravated during military service will have up to two years following the completion of service to submit an application for reemployment to Human Resources. Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

<b>Length of Service</b>	<b>Reemployment Position(s)</b>
90 or fewer days	Position that the employee would have held if employment had not been interrupted by military service; or  Employee's previous position.
More than 90 days	Position that the employee would have held if employment had not been interrupted by military service; or  A position of like seniority, status and pay for which the employee is qualified, with or without reasonable efforts by the District to help the employee become qualified.

## **5.12 Legislative Leave**

**5.12.1** Every permanent unit member who is elected to the Legislature, either State or Federal, shall be granted a leave of absence without pay for the duration of the term of the office.

**5.12.2** Within six (6) months after the term of office expires, the unit member shall be entitled to return to the position held at the time of election, but the unit member shall not get salary step advancement credit for the time that the unit member was on leave.



**5.12.3** A unit member employed to take the place of another unit member elected to the Legislature shall not have any right to such position following the return of the unit member on Legislative leave to the District.

**5.12.4** Subject to approval of the carriers, a unit member elected to the Legislature may continue his/her/their health and welfare benefits at his/her/their own expense.

### **5.13 Unpaid Leaves**

**5.13.1** Unpaid leaves may be granted by the District to probationary/permanent faculty. Approval is subject to approval by the Board, as well as the limits on unpaid leaves established in the Education Code, District Board Policies and Administrative Procedures, and the terms of this section. (See Form 5.C.)

**5.13.2** Requests for unpaid leave shall be made to the department chair and supervising administrator at least four (4) weeks prior to the deadline date for chairs to submit scheduling materials to the dean for the semester in which the proposed leave would begin. The District may waive this deadline at its discretion for special circumstances. Unpaid leaves shall start at the beginning of the semester. Unit members may use banked units during a period of leave that would otherwise be unpaid, pursuant to the unit banking provisions of this article.

**5.13.3** The period of the leave may be one (1) semester or one (1) school year. The unit member may request an extension of the period of leave, with the reasons(s) for the renewal being specified. The period of leave with extensions may not exceed two (2) school years.

**5.13.4** Unit members may request unpaid leave for reasons of personal necessity (parental, medical, public service, etc.; unit members may also or instead seek an accommodation for medical conditions from the District under Article 26) or to pursue educational goals.

**5.13.5** The District must be able to secure reliable part-time coverage or to leave the assignment vacant, at the District's discretion, for the time the unit member will be on leave.

**5.13.6** Fringe benefit coverage may be continued at the unit member's expense, if permitted by insurance carriers and requested in writing by the unit member in advance.

**5.13.7** Requests for unpaid leave shall not be unreasonably denied. If a member's request for unpaid leave is denied, a written statement of reasons shall be provided on request of the member.

**5.13.8** A unit member on leave of absence shall signify in writing by March 15th if the leave was in the Spring semester, or by November 15th if the leave was in the Fall semester,

the unit member's intent to return to duty the following semester or shall at that time request an extension of leave.

#### **5.14 Professional Development Leave/Professional Development Leave Committee (PDLC)**

**5.14.1 Professional Development Leave Committee.** Professional Development Leave shall be granted based on approval of the UPM-District Professional Development Leave Committee (PDLC). The PDLC shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. All members shall be voting members. Professional Development Leaves shall be approved by a majority vote of PDLC.

**5.14.2 Eligibility for Professional Development Leave.** Each permanent/probationary unit member and each temporary unit member employed for at least 40% FTE or averaging at least 40% for the academic year (must meet this criterion at time of event) shall be eligible for up to four (4) days of Professional Development Leave per fiscal year, subject to the application procedures in this section 5.5. These days may not be carried over to subsequent fiscal years.

- a. Unit members are eligible for Professional Development Leave while on sabbatical leave, but not while on any other type of approved leave.

#### **5.14.3 Definition of Professional Development Leave.**

- a. Professional Development Leave is leave to attend an employment-related conference, institute, workshop, short course (discipline or teaching skills-related, no more than four (4) days in length), or an institute/workshop wherein a unit member delivers a paper or speaks on the unit member's publication sponsored by a recognized professional organization, accredited educational institution, organization or national/international body. Professional Development Leave does not include leave for courses taken by a unit member to obtain an advanced degree, to further his/her placement on the salary schedule, or to attend District-sponsored courses or workshops. A Continuing Education Unit (CEU) waiver must accompany the unit member's request for a short course (discipline or teaching skills-related).
- b. **Professional Development Leave/PDLC Funds Criteria.** At least one of the following criteria shall be met for the leave to be granted and funds awarded:
  - i. The unit member will be trained in: teaching; counseling; librarianship; educational leadership; accreditation; administration; shared governance; conflict resolution, educational equity, and/or workforce diversity and inclusion.
  - ii. The unit member will stay current in the unit member's discipline.
  - iii. The unit member's teaching methodology will be enhanced.

- iv. The unit member will gain increased expertise in meeting the learning needs of a diverse and ever-changing student population.
- c. **Small and Large Dollar Applications.** Small dollar applications are defined as those of \$250 or less. Large dollar applications are those above \$250 up to a maximum of \$1500.
- d. **Calculating Professional Development Leave.** A day of Professional Development Leave is any day of leave recommended by the PDLC where:
  - i. The unit member is granted Professional Development Leave money by the PDLC; or
  - ii. The unit member is released from assigned or unassigned duties for professional development, whether or not a substitute is required.

A day of Professional Development Leave shall be counted even if said day falls outside the academic year/work year, if the unit member receives travel funds through the District.

#### **5.14.4 Application and Selection Process for Professional Development Leave.**

- a. **Application.** Applicants shall submit requests for Professional Development Leave to the PDLC on the required form (Form 5.D) prior to the application deadlines of:
  - September 15<sup>th</sup>
  - January 15<sup>th</sup>
  - May 1st

Requests for Professional Development Leave must be submitted and approved in advance but no earlier than one year prior to the event.

A unit member requesting Professional Development Leave shall, along with the application form, turn in a Faculty Absence Report showing assigned hours during the period of leave and the arrangements for covering those obligations (e.g. substitute, trade with named unit members, etc.).

- b. **Selection Process for Professional Development Leave.** When all eligibility requirements, application criteria, and other requirements are met, PDLC will approve applications per period using the following process:
  - i. PDLC will determine how much of the funds available for that application period, within the range of 10-20%, will be used for small dollar applications. Such funds that are not used will be available for large dollar applications.

- ii. PDLC will approve large dollar applications starting with unit members with the least-recent recency date. A unit member's recency date will be based on the most recent Professional Development Leave deadline in which the unit member's large dollar application was approved and request for reimbursement documents were later submitted. Where unit members have the same recency date, PDLC will approve applications by lottery. Funds that are not used for large dollar applications will be available for small dollar applications.
- iii. PDLC will approve small dollar applications by lottery when the applications exceed the available funds. Recency is not a consideration in small dollar applications. Unit members are limited to one small dollar award per fiscal year.
- iv. No more than 2 people or twenty-five (25) percent (whichever is larger) of the unit members of any department may attend the same conference at the same time without the approval of the appropriate dean or director.
- v. No individual shall receive more than \$1,500 cumulative total of Professional Development/travel fund dollars (excluding substitute dollars) during the fiscal year.
- vi. All requests are subject to the availability of monies contained in Section 5.14.6.
- vii. If applications are not approved, unit members may reapply for a subsequent application deadline in advance of the event. No application will be considered after the event.
- viii. Upon the request of a unit member whose application is not approved, PDLC will provide an explanation.

**5.14.5 Expense Reimbursement.** Expenses for attendance at Professional Development Leave activities may be fully, partially, or not reimbursed, pursuant to the terms of PDLC's recommendation. Upon the request of a unit member whose expenses are not reimbursed in full, PDLC/Fiscal Services will provide an explanation.

Unit members who have been granted funds for a District-directed leave or Professional Development Leave shall submit a request for reimbursement on the proper form, with all supporting documentation, no later than thirty (30) calendar days after the completion of the professional development activity. Requests for reimbursement submitted after this deadline shall not be paid.

**5.14.6 Funding for Professional Development and Honorary Leaves.**

- a. The District shall provide \$45,000 for each fiscal year for approved Professional Development Leave and Honorary Leave costs. Unused funds shall roll over to subsequent fiscal years until those funds have been used by unit members. PDLC will divide these funds by the number of application deadlines, and any funds remaining after one application deadline within the fiscal year will roll over to the next application deadline.
- b. The District shall provide \$5,000 for each fiscal year for substitutes for all approved conference Professional Development and Honorary Leaves. The rate for calculating substitute costs for this purpose is the current stipend rate. These funds shall not carry over to the next fiscal year.

**5.14.7 District-Directed Travel.** PDLC does not award travel funds to unit members for District-directed travel.

## **5.15 Honorary Leave**

**5.15.1 Honorary Leave.** Honorary Leave requests shall be reviewed by the UPM-District Professional Development Leave Committee (PDLC) (see 5.14). An Honorary Leave is one which is requested by a unit member who has been formally honored and invited by a recognized group, organization, or national or international body.

**5.15.2 Eligibility for Honorary Leave.** Each permanent/probationary unit member and temporary unit member teaching at least six units a semester or twelve units a year is eligible to apply for paid honorary leave. In order to receive expense reimbursement, applicable receipts must be submitted. The funding limitation set forth in Section 5.14.6 shall apply.

**5.15.3 Pay during Honorary Leave.** If the unit member is to be fully compensated by the group/organization for services rendered, then he/she shall receive no compensation from the District. If the unit member receives less than his/her normal salary and fringe benefits, the District shall pay the difference. The funding limitations of Section 5.14.6 shall apply.

### **5.15.4 Honorary Leave Limits.**

- a. **Request Limits:** A unit member cannot receive more than two (2) honorary leaves within a seven (7) year period for the same honor bestowed by the same group, organization or national/international body.
- b. **Time Limits:** A maximum of eight (8) calendar days per fiscal year.
- c. **Travel Compensation Limits:** A maximum of \$400.00 per fiscal year.

### **5.15.5 Application and Selection Process for Honorary Leave.**

a. **Application.** Applicants shall submit requests for Honorary Leave to the PDLC on the required form (Form 5.D) prior to the application deadlines of:

- September 15<sup>th</sup>
- January 15<sup>th</sup>
- May 1st

PDLC may authorize Honorary Leave requested outside of these deadlines if the organization invites the unit member after the deadline. Requests for Honorary Leave must be submitted and approved in advance. No application will be considered after the event.

The application shall include a copy of the invitation and other relevant information.

A unit member requesting Honorary Leave shall, along with the application form, turn in a Faculty Absence Report showing assigned hours during the period of leave and the arrangements for covering those obligations (e.g. substitute, trade with named unit members, etc.).

b. **Selection Processes for Honorary Leave.** When all eligibility requirements, application criteria, and other requirements are met, the PDLC shall review all Honorary Leave requests on a case by case basis. PDLC shall recommend Honorary Leaves, by majority vote, to the supervising Vice President. In case of a split decision, the issue shall be decided by the supervising Vice President. Upon the request of a unit member whose application is not approved, PDLC/the Vice President will provide an explanation.

**5.15.5 Expense Reimbursement.** Expenses for attendance at Honorary Leave activities may be fully, partially, or not reimbursed, pursuant to the terms of PDLC's recommendation. Upon the request of a unit member whose expenses are not reimbursed in full, PDLC/Fiscal Services will provide an explanation.

Unit members who have been granted funds for an Honorary Leave shall submit a request for reimbursement on the proper form, with all supporting documentation, no later than thirty (30) calendar days after the completion of the Honorary Leave activity. Requests for reimbursement submitted after this deadline shall not be paid.

## 5.16 Sabbatical Leave

**5.16.1 Purpose.** Sabbatical leave of absence shall be granted to eligible permanent credit unit members of the regular staff for professional improvement to be attained by study or research, which will benefit the faculty, college, and students. A sabbatical leave will fulfill one

or more of the following purposes:

- a. Formal Study.** The applicant will undertake a program of undergraduate and/or graduate work. This program must be related to the unit member's current or reasonably-anticipated prospective assignment for the District.
- b. Independent Project.** The applicant will pursue an organized program of study, research, or creative project. This project must be related to applicant's current reasonably-anticipated prospective assignment for the District.
- c. Travel.** The applicant will travel to increase their knowledge in their discipline. Sabbatical applications for travel will normally be approved only if the proposed travel incorporates a plan of study or research in an area related to the applicant's current or reasonably-anticipated prospective assignment for the District, and if the applicant shows that the information/experiences sought are best obtained through travel.

**5.16.2 Eligibility.** To be eligible for sabbatical leave, a unit member must meet the following criteria:

- a.** A unit member must have six (6) years of permanent/probationary, full-time service as a member of the faculty or six (6) years of permanent, full-time service since the unit member's last sabbatical leave.
  - i.** In the event of a split sabbatical leave, the six-year period shall be calculated from the commencement of the first semester of the unit member's last sabbatical leave.
  - ii.** No absence from service under a leave of absence other than sabbatical leave shall be deemed to be a break in the continuity of service required by the Education Code for the purpose of qualifying for a sabbatical leave; however, such absence shall not be included as service in computing the six (6) years required for sabbatical leave.
  - iii.** Reduced loads below sixty (60) percent in a semester shall, for the purpose of eligibility, be computed on a prorated basis.
  - iv.** After employment by the District, a Board-approved leave for service under a nationally recognized fellowship or foundation for a period of not more than one (1) year for research or teaching shall not be considered a break in continuity of service, and shall be included in computing the six (6) years required for sabbatical leave.
  - v.** No service performed prior to the granting and execution of a sabbatical leave of any duration may be used in determining eligibility for a subsequent application for sabbatical leave.

- b. Recipients of sabbatical leaves must agree to remain in the employ of the District for two (2) years after return to service, or for leaves of less than one year, twice the period of leave. For a split sabbatical leave, the period of service served between the periods of leave shall count toward the member's service commitment.

**5.16.3 Extent.** Sabbatical leave is for one or two semesters within a two-year period starting with the beginning date of the first semester of sabbatical. Sabbatical leaves may be granted for less than one (1) semester for non-instructional unit members. If an applicant requests one semester or less, the applicant is waiving any eligibility for the second semester. A sabbatical of one semester or less shall count as one half (1/2) of a year sabbatical in computing the total number of sabbatical leaves which may be granted.

**5.16.4 Distribution.** The number of sabbatical leaves available to be awarded in any one (1) fiscal year shall be five (5) percent of the total permanently-filled FTEF, as of October 1, with the number of sabbatical leaves awarded to be rounded to the nearest half number. Permanently-filled FTEF position is defined as: Non-administrative, minimally qualified full time equivalent (1.0 FTE) held by a permanent or probationary unit member, either in service or on approved leave.

**5.16.5 Compensation.**

- a. A unit member on a granted sabbatical leave for a period of one (1) semester or less shall be paid ninety (90%) percent of the unit member's salary, plus all (i.e. 100%) fringe benefits including retirement contributions the unit member would have received if the unit member had remained in active service. A unit member awarded a sabbatical leave of absence for two (2) semesters (consecutive or split) shall be paid sixty five percent (65%) of the unit member's salary, plus all (i.e. 100%) fringe benefits including retirement contributions if the unit member would have received had the unit member remained in active service. In the computation of the salary, extra pay for summer session, overloads, etc., shall be excluded.
- b. A unit member on a sabbatical leave of absence shall receive such changes in salary as the unit member would have been received had she/he/they remained in active service.
- c. A sabbatical leave shall not count as a break in continuity of service to the District.

**5.16.6 Criteria.** The Sabbatical Committee will review and score applications, and may award up to the number of sabbatical awards available in that fiscal year. The Sabbatical Committee will consider the overall quality and specificity of an application, as well as responses to all prompts.

- a. The application must include:



- i. Application cover form (Form 5.E);
  - ii. Clear statement of goals and objectives;
  - iii. Description of the final report to be produced;
  - iv. List of courses the unit member currently instructs or duties the unit member performs;
  - v. Details of sabbatical (include responses to all prompts in the guidelines for the type of sabbatical requested (Form 5.E));
  - vi. Description of the potential benefits to students, staff, colleagues, and the institution, including issues related to equity and inclusion of nontraditional and historically underrepresented student populations.
  - vii. Description of how the applicant's professional skills and competence will be enhanced.
  - viii. Bibliography of current literature or sources that complement the sabbatical proposal, including books, lectures, research articles, and visuals.
- b. Applicants who have not been granted sabbaticals by the District previously may be given preference over candidates who have been granted sabbaticals.
  - c. The Sabbatical Committee may also consider seniority of service since last sabbatical.
  - d. In making its recommendations, the Sabbatical Committee may consider reasonable distribution across disciplines.

**5.16.7 Application Procedure.**

- a. A Sabbatical Committee shall be composed of two (2) unit members selected by UPM, two (2) unit members selected by the Academic Senate, and three (3) educational administrators selected by the Superintendent/President. Each member shall have one (1) vote. A minimum of five (5) votes in favor are required to award a sabbatical leave to an applicant. A quorum shall consist of five (5) committee members.
- b. Applications for sabbatical leave should be formatted as a formal research proposal. Applicants must complete all components of the application in detail to facilitate evaluation by the Sabbatical Committee and comparison with other applications. (Form 5.E)

- c. Applications for sabbaticals must be submitted to the supervising Vice President by email by 5:00 p.m. on September 15 of the year preceding the fiscal year when the unit member will begin sabbatical, referred to as the “application year.” The Office of the Vice President will forward the applications to the Sabbatical Committee.
- d. The Sabbatical Committee shall evaluate all applications pursuant to the rubric (Form 5.F) and rank the applications. To be awarded a sabbatical, an application must receive a score of “satisfactory” or better for each prompt and a minimum of five (5) votes in favor. The Committee may at its discretion request clarifications or additional information from any applicant. However, applicants are not entitled to supplement or amend their applications after the due date except as authorized by the Committee.
- e. By December 15 of the application year, the Sabbatical Committee will forward to the supervising Vice President: 1) its recommendations of which applications to award a sabbatical; 2) its rankings of applications; 3) completed forms used to score applications. Where the Sabbatical Committee would recommend more applications than there are available sabbatical leaves, the Committee may include alternates in its rankings, which may be awarded a sabbatical if another applicant forfeits a sabbatical leave.
- f. The supervising Vice President shall review the sabbatical recommendations and forward the same to the Superintendent/President and the Board with such recommendations for changes as the Vice President requires to reconcile the recommendations with the District’s educational and financial requirements.
- g. The Vice President will notify applicants of whether their application has been approved, or is approved as an alternate. Upon the request of a unit member whose application is not approved, the Committee will provide an explanation for its recommendation.
- h. The final approval for each individual sabbatical, based upon the criteria listed in this Article and applicable forms, shall rest with the Board. The Board will approve any sabbatical leave awards before February 1 of the application year.
- i. If a unit member decides, for any reason, not to take a sabbatical leave approved by the Board, their leave is forfeited. However, the forfeited leave will not count in calculations determining the unit member’s eligibility for future sabbatical applications. Forfeited leaves shall be awarded to the next highest ranked application from the Board’s approved list.

**5.16.8 Accident or Illness.** If there is an interruption of more than ten (10) calendar days in the program of study or research caused by serious accident or illness during a sabbatical leave, evidence and written verification from a physician of the accident or illness shall be sent by the unit member to Human Resources. This notice shall be sent within five (5) calendar days of such illness or accident, or as soon as physically possible. If this evidence is found to be

satisfactory to Human Resources, during this period of temporary interruption, the employee shall be returned from sabbatical leave status, and placed on regular pay and sick leave status.

**5.16.9 Return to Service/Final Report.** At the conclusion of the sabbatical leave, and between the periods of an approved split leave, a unit member shall be reinstated in a position equivalent in classification (instructor, counselor, librarian, school nurse and other non-instructional unit member) to that held by the unit member at the time of the granting of the leave, unless the unit member otherwise agrees in writing. Within one semester of the unit member's return from leave, the unit member shall file the final report with the Sabbatical Committee. For approved split leaves, a status report shall be filed upon completion of the first sabbatical period, and a report shall be filed after completion of the full term of the sabbatical leave. This report shall be retained in the Sabbatical Committee's files, the supervising Vice President's files, and elsewhere as the District deems appropriate. At the unit member's request, the report shall be included in the unit member's personnel file. The unit member shall present their sabbatical leave report to the Board of Trustees during a Board meeting as scheduled by the Superintendent/President. Unit members are encouraged to present their sabbatical leave report to colleagues and students, such as during a flex training or COMmunity Hour event. When a unit member earns formal college credit during a sabbatical leave, the unit member must provide an official transcript to the District.

**5.16.10 Inability to Complete Approved Leave.** If a unit member is unable to complete a sabbatical in a timely manner as approved by the Sabbatical Committee, the unit member shall notify the supervising Vice President not later than five (5) working days following the unit member's awareness of this problem. The supervising Vice President shall notify the Sabbatical Committee who shall consider and/or propose an alternative to the unit member's unmet sabbatical leave commitment.

- a. First preference shall be given to any alternative proposed by the employee that is similar in appropriateness, time, and product to the original approved sabbatical.
  - i. As one alternative, a unit member who is approved for a two-semester sabbatical leave which is disrupted due to the unit member's accident/illness may propose reducing his/her/their sabbatical to a one semester leave (with an adjustment to compensation accordingly) or extending the period between his/her/their first and second semester.
- b. If the Committee determines the proposal is inappropriate, it shall explain why give the unit member an opportunity to reply and revise the proposal.
- c. If the Committee determines that the revised new proposal does not include a commitment of time (i.e., length of courses taken, length of travel commitment, etc.) or quality of product (i.e., project to benefit students, publications, degree received, etc.) it shall determine the percentage of the sabbatical the unit member failed to complete.

The unit member will be required to repay the unearned salary received while on sabbatical, calculated as the percentage of leave the unit member failed to complete multiplied by the salary received by the unit member.

- d. If the unit member fails to file the required sabbatical report within one semester of his/her/their return to service with the District, the District will send the unit member two written reminders of the requirement to complete the final report, at least fourteen (14) calendar days apart. Fourteen (14) calendar days after the second reminder, the unit member will be deemed to have failed to complete the sabbatical. The unit member will be required to repay the unearned salary received while on sabbatical, calculated as the percentage of sabbatical the unit member failed to complete multiplied by the salary received by the unit member. Failure to file the required sabbatical report shall be considered at least ten percent (10%) of the sabbatical, or more as determined by the Sabbatical Committee depending on the details of the sabbatical.
- e. The unit member must begin repayment of the unearned salary starting the month following written notification by the District of the amount of salary repayment owed. Repayment must be completed within six months unless otherwise agreed by the District. In computing the repayment amount, the District shall allow the unit member to use any available personal necessity leave as compensation to the District. The unit member may only replace sabbatical leave with other leave (sick, industrial accident, etc.) when the conditions for the other leave are met.
- f. A unit member who is required to repay salary will have their period of eligibility for any future sabbatical leave calculated starting with the semester following total repayment of the amount owed.

### **5.17 Substitution: Faculty**

No unit member absent due to illness, personal necessity, professional development leave, or honorary leave, for a period of three (3) days or less total shall be charged sick leave, if during the unit member's absence the position is voluntarily filled by other faculty member(s) who meet the requirements to serve as a short-term substitute for the assignment. The use of substitutions under this section shall follow the procedures for short-term substitutes. The substituting faculty member will not be paid. The Absence Report form must be submitted to the appropriate dean or director by the faculty member who was absent to verify that these conditions have been met.

### **5.18 Unit Banking Program**

**5.18.1 Definition.** A permanent/probationary credit unit member may request the District to retain in a separate account, specifically designated for this purpose, salary compensation for overload/intersession/summer session work for the purpose of deferred remuneration, to

be used to fund otherwise unpaid leaves, partially-funded leaves, sabbatical leaves, or reduced loads. Unit members may not accrue more than fifteen (15) banked units.

**5.18.2 Sabbatical Leave:** In the case of sabbatical leaves, unit members may use banked units to increase compensation up to 100% of the current salary (e.g., in one semester leaves, up to 1.5 units may be banked; in one year leaves, up to 10.5 units may be banked). Otherwise, compensation is prorated against the banked units applied to the partially funded sabbatical. All fringe benefits, including retirement contributions the unit member would have received had he/she/they remained in active service, continue.

**5.18.3 Reduced Loads:** In the case of an approved reduced load (Article 8), a unit member must carry at least 9 units, or a 60% load, to be eligible to apply banked units, or the hour equivalent for non-instructional members, toward a reduced load. The unit member may apply 6 units to the reduced load for a fully-paid load for that semester, or may apply less than 6 units to the reduced load for a partially funded reduced load/unpaid leave for that semester. Compensation and retirement contributions will be prorated against the number of banked units, or the hour equivalent for non-instructional members, applied. All District fringe benefits, including Life Insurance and Income Protection continue subject to approval by the carrier.

**5.18.4 Unpaid and Partially-Paid Leave.** A unit member who is on an approved leave of absence that is unpaid or partially-paid (such as differential-pay leave or workers' compensation leave) may apply up to 15 banked units to achieve 100% of the unit member's current salary. All District fringe benefits the unit member would have received had the unit member remained in active service continue, based on approval of the carrier. Life Insurance and Income Protection are not provided because the unit member is not actively at work, as required under these benefits, but the unit member may be able to continue coverage by paying the premium if allowed by the carrier.

**5.18.5 Procedure for Banking Units.**

**a. Application.**

- i. Semester Banking.** Applications for banking units shall be submitted to the Union/District Workload Committee (UDWC) via the Department Chair and Dean/Director by completing the Full-Time Faculty Assignment Request Form (Article 8) during the scheduling process for the following semester (i.e. September for the following Spring semester load; January for the following Fall semester load).
- ii. Intersession/Summer Session Banking.** Applications for banking intersession/summer session units shall be submitted to UDWC via the Department Chair and Dean/Director by completing the Full-Time Faculty Assignment Request Form (Article 8) before April 1 of any year.

- b. Designation.** Once the request for banked units is approved by UDWC, no change may be made (i.e. a unit member may not decide to be paid for approved banked units, unless the situation is beyond the unit member's control - termination or critical emergency). Conversely, once the unit member has been scheduled for pay for overload/intersession or summer session, the unit member does not have the option to bank these units.
- c. Access to Banked Units.** When a unit member signs the Constructive Receipts Waiver for Banked Units, access to funds credited to the unit member's account are restricted to applying them toward sabbaticals, reduced loads, and leaves.
- d. Leave Not Taken.** In the event the leave is not taken, unit members who do not sign the Constructive Receipts Waiver for Banked Units may recover original monetary value upon written request to Payroll, in any contract year following the year the units were earned. Requests for cash-out will only be granted in cases beyond the employee's control, e.g., termination, critical emergencies, or paying out of nominal residual balances, as provided for by IRS Code 1.451-2 (a).
- e. Possible Tax Implications.** Internal Revenue Service regulation 1.451-2 (a) applies the doctrine of constructive receipt to compensation income earned from unit banking. Income is constructively received for the year it is credited to the taxpayer's account, set part for him/her/them, or otherwise made available so he/she/they can draw upon it at any time. In order to avoid reporting compensation as taxable income on the current salary "banked", the unit member must sign the Constructive Receipts Waiver for Banked Units (Form 5.G). Notwithstanding this section, the District and UPM do not make any representations as to the impact of banking units and utilizing banked units on unit member's state or federal tax obligations. Unit members should consult with their own legal and financial advisors.
- f. Impact on Retirement.** The increased compensation due to the addition of banked units to either a partially funded sabbatical leave, reduced leave or unpaid leave to make it a fully funded leave, is subject to STRS contributions with resulting service credit. Any increased compensation is subject to all applicable STRS/PERS-related laws and regulations.
- g.** The District and UPM do not make any representations as to the impact of banking units and utilizing banked units on unit member's state or federal tax obligations, STRS/PERS benefits, creditable compensation for STRS/PERS, nor any other factors. The District and UPM encourage unit members to consult with their own legal and financial advisors for assistance on these topics.

**5.18.6** By October 1 of each academic year, Human Resources shall give written notification to all unit members who have banked units:

- a. The total number of units in their account.
- b. The semester(s) and/or intersession(s) during which the units were earned and/or expended.
- c. The total dollar value of the units (computed as provided above).

**5.19 Leave Provisions – Unit Members Assigned to the Child Development Program**

To the extent consistent with the law, all provisions of Article 5 apply to unit members assigned to the Child Development Program except Sections 5.15 (Honorary Leave), 5.16 (Sabbatical), and 5.18 (Unit Banking).

## ARTICLE 6: ASSIGNMENTS AND TRANSFERS

### 6.1 Assignments

**6.1.1 Right of Assignment.** Selection of all assignments shall be at the District's discretion and subject to the limitations in the CBA.

**6.1.2 Splitting Assignments.** The District shall not be required to split an assignment with a single CRN.

**6.1.3 Assignments Requiring Consent of Unit Member.** Full-time unit members and ETUMs may not be scheduled for the assignments listed below without the unit member's written consent. Written consent may be demonstrated by a signed assignment sheet, signed notice of employment, or otherwise.

- a. A full assignment of three (3) days and three (3) evenings per week, four (4) days and two (2) evenings per week, five (5) days and one (1) evening per week, or six (6) days with or without evenings.
- b. Assignments of more than three (3) consecutive lecture hours or four (4) consecutive laboratory or combined lecture-and-laboratory hours.
- c. A split assignment between work sites on the same day without mileage paid at the then-current approved Internal Revenue Service rate.
- d. A day assignment following an evening assignment by less than twelve (12) hours.
- e. More than three (3) new preparations in any one (1) academic year and more than two (2) in any one (1) semester. A new preparation is a course of two (2) units or more which the unit member has not taught within the previous five (5) years. This subsection does not apply to probationary faculty.
- f. Prisons or jails.
- g. More than:
  - i. one assignment per semester that ends after 6:00 p.m., or
  - ii. the combined 5-year average of assignments that end after 6:00 p.m., assigned to permanent/probationary unit members in that department, whichever is greater. The department 5-year average will be mutually determined by the applicable department chair and division dean. Disputes will be resolved by the Vice President.



- h. Contract non-FTES (fee-based) classes.
- i. An assignment involving an extended work year as defined in Article 8.
- j. To K-12 sites.
- k. More than eight (8) consecutive on-site duty hours if the unit member has a non-instructional assignment.
- l. Saturday or Sunday assignments.
- m. Other off-campus locations.

**6.1.4 Specialty Skills Courses.** Specialty skills courses are those designated by UDWC as requiring special skills unlikely to be possessed by persons of more general qualifications. Departments shall request UDWC approval to designate courses as specialty skills courses by completing the UDWC form, presenting to UDWC, and providing all information UDWC requests. The District shall not be required to offer specialty skills course units to any unit member who does not hold the requisite skills.

**6.1.5 Reading and Writing Lab Assignments.** The District shall schedule faculty for the Reading and Writing Lab (RWL) as follows:

- a. The District will use the English and English Skills ETUM lists to create an Order of Schedule for ETUM RWL assignments. Unit members on both ETUM lists will utilize their earlier seniority date for the Order of Schedule.
- b. Effective June 1, 2021, where the Order of Schedule has two people with the same seniority date who are tied, rank shall be determined by the number of units taught at the District in the prior three (3) fiscal years. If there is a tie in both the first date of hire and the number of units taught, rank will be determined by a one-time lottery. Such rankings will be used for all RWL assignments going forward.
- c. Each faculty may be assigned no more than the following maximum units for the RWL:
  - i. Full-time faculty may be scheduled in the RWL up to 4.5 units (6 hours); and
  - ii. Part-time faculty may be scheduled in the RWL up to 6 units (8 hours).
- d. Going through the Order of Schedule, the District will utilize the following process:

- i. The District will work with the Chairs of English and College Skills to offer faculty units in the RWL and classes as follows:
  - 1. Each department will offer the full minimum unit assignment to part-time faculty with ETUM status based on department classes, not including any RWL hours toward the minimum offer of assignment.
  - 2. Full-time faculty hours will be scheduled in the RWL first.
  - 3. The District will offer remaining RWL hours to part-time faculty pursuant to the Order of Schedule. For part-time faculty, the District will offer RWL hours up to the minimum ETUM assignment when added to the class assignment from the departments, but no more than 6 units of RWL.
- ii. Faculty members will have seven (7) calendar days from the time of offer to accept the assignment.
- iii. Units for RWL assignments will not count toward temporary pool status, nor toward ETUM status for either English or English Skills. Units for RWL assignments will count for maintaining ETUM status once a faculty member has attained ETUM status. A faculty member who declines a class assignment but has RWL units for that semester will not be considered to have declined an assignment for purposes of removal from the ETUM list.

**6.1.6 Health Sciences Clinical Assignments.** Health Sciences faculty may be required to complete drug screening and additional background checks for assignments as specified in this section.

- a. **Application.** This section shall apply to the following unit members only: those Nursing, Medical Assisting, EMT, and other Health Sciences faculty whose assigned duties include rotations in clinical sites which mandate drug testing or background checks. Said unit members shall consent to drug and background checks as required in the District's agreement with the clinical site (such as initial placement or breaks in service at a location). The terms of this section do not apply to pre-employment drug screening and background checks, which a candidate must pass to be employed.
- b. **Clinical Sites.** Upon request, the Assistant Director of Nursing or supervising dean/director shall inform UPM and health sciences faculty of which clinical sites require drug testing and/or background checks.
- c. **Notification.**

- i. The Assistant Director of Nursing or supervising dean/director shall notify unit members at least 30 days prior to drug screening of the type of test (e.g., urinalysis, blood test) and drugs included in the test. No random drug testing shall be allowed.
- ii. Background checks shall be limited to the information required by the clinical facility. The Assistant Director of Nursing or supervising dean/director shall notify unit members at least 30 days prior to the background check of the various background related information that will be reviewed (e.g., Social Security number trace, county criminal background search in any county the member has resided in the last seven years, etc.).

**d. Procedure.**

- i. All cost of the drug tests and background checks shall be paid by the District.
- ii. Drug tests shall be conducted at a drug testing facility recommended by the District or at any other properly-certified drug testing facility selected by the unit member.
- iii. Unit members shall receive release time for travel time to and from the test site.
- iv. The process shall adhere to the privacy protections mandated by the California Constitution.

**e. Results.**

- i. If results are positive, or false positive, then the results are initially and confidentially discussed with the unit member in accordance with testing protocol of the screening facility. At this time, the unit member may dispute, and/or provide additional information related to, the results to the screening facility.
- ii. If results are positive for a second testing, then the supervising dean or director is confidentially informed of positive results. At this time, the unit member may provide additional information related to the results to the supervisor.
- iii. The faculty member will provide the results of the drug screening test and background check directly to the supervising dean or director.
- iv. Unit members shall not be placed in the clinical facility until results are received and reviewed by the District that satisfy the requirements of the facility.
- v. With permission from the unit member, results of drug screening test and background check may be submitted to other clinical facilities requiring drug test certification, if permitted by the receiving facility.

- f. Possibility of Alternative Assignments.** If results are positive, the unit member may be reassigned to other nursing duties or utilize leave as allowed by the CBA. The unit member shall not be placed in a clinical facility until such time as the unit member

receives a clear drug screening test and background check. The District shall make alternative assignments for a period of up to two semesters every five years to members who have been precluded or removed from clinical assignments in connection with drug testing or background screenings.

- g. Job Postings.** Health Sciences faculty job postings shall include the following language: To ensure compliance with the substance abuse and background screening policies of the District's allied health care facilities and hospitals, post-offer, pre-employment drug screening and background checks may be conducted. Thereafter, health sciences faculty members shall be subject to drug testing and background screening in accordance with clinical affiliate agreements, which may vary by site.

## **6.2 Reassignments and District Directed Assignments**

**6.2.1 Reassignment Due to Class Cancellation.** In the event that part of the load of a permanent/probationary unit member must be cancelled because of small class size, the District shall assign other courses, instructionally-related assignments, or student services activities for which the unit member is qualified so that the unit member has a full load. Courses assigned to part-time faculty may be reassigned to permanent/probationary faculty at any time before the first day of the class to ensure the permanent/probationary faculty member has a full load. Courses assigned to part-time faculty may be reassigned to permanent/probationary faculty as overload if such reassignment occurs before the first day of registration for the semester/term.

**6.2.2 Reduced Load/Banked Units Due to Class Cancellation.** A unit member may opt for a reduced load and/or use banked units as an alternative to being assigned instructionally-related or student service activities.

## **6.3 Opportunity for Contract Education Classes**

**6.3.1 Credit and Noncredit Contract Education.** With unit member consent, unit members may be assigned credit or noncredit contract education classes subject to the approval of the outside company or the entity contracting for the class.

**6.3.2 Not-for-Credit Contract Education.** Unit members may voluntarily accept assignments in not-for-credit contract education offered through Community Education, subject to the following terms:

- a.** Unit members shall be paid the stipend rate; and
- b.** Unit members shall not be accorded ETUM status, nor gain credit toward ETUM status, for these assignments.

## 6.4 Assignment of Temporary Credit Units and Noncredit Units

**6.4.1 Temporary Credit and Noncredit Units.** Credit and noncredit units or their equivalent which have been allotted by the District for the Fall or Spring semester but not accepted by eligible permanent/probationary unit members shall be assigned to the following:

- a. Eligible temporary unit members, or ETUMs;
- b. Qualified temporary hiring pool members; or
- c. Expedited hires.

**6.4.2 Assignments for Temporary Unit Members.** Temporary assignments shall be offered on a semester-by-semester basis contingent on the availability of units (*Offer of Assignment to Temporary Faculty* form 6.A).

**6.4.3 Intersession Terms and Sabbatical Leave Replacement.** The scheduling priority set forth in this section 6.4 does not apply to intersession terms or sabbatical leave replacement, which may be assigned at the District's discretion.

**6.4.4 Community Education/Not-for-Credit Assignments.** Community Education/not-for-credit assignments are not subject to seniority preferences, nor is there an ETUM list or equivalent for such assignments.

**6.4.5 Temporary Hiring Pool.** For each discipline which needs to offer assignments to temporary unit members, a hiring committee shall be convened to screen, identify, and select qualified applicants for inclusion in a discipline's hiring pool. All hiring committee members must have participated in training as required by Title 5 of the California Code of Regulations, Section 53003. Candidates who have been selected for the hiring pool shall be referred to as qualified temporary hiring pool members. Once an applicant has been selected for a given hiring pool, the qualified temporary hiring pool member shall not be rescreened when subsequent hiring committees are convened to select additional applicants to the same pool.

**6.4.6 Removal from Temporary Hiring Pool.** Unit members may be removed from a temporary hiring pool under the following circumstances:

- a. **Resignation.** Unit members will be removed from the temporary hiring pool upon their request.
- b. **Unsatisfactory Performance.** Upon a unit member's receipt of an unsatisfactory evaluation prior to attaining Junior ETUM status, the District may remove the unit member from the temporary hiring pool or place the unit member on a performance

improvement plan. If two evaluations during the six-semester period toward attaining Junior ETUM are unsatisfactory, the unit member will be removed from the hiring pool.

- c. **Failure to Respond or Break in Service.** If, for two (2) consecutive offers of assignment, a temporary pool member declines the assignment, and/or fails to respond to the notice of offer of assignment, the District may remove the unit member from the pool after consultation with the department chair. Exceptions to removal from the pool shall be made in the event of an approved leave or a documented medical circumstance which prevented the unit member from being able to perform service or respond to the offer as applicable.
- d. **Failure to Receive Offers of Assignment.** If, for four (4) consecutive semesters, a temporary pool member is not offered an assignment, the District may remove the unit member from the pool after consultation with the department chair.
- e. **Disciplinary Action.** The District may remove from the pool a temporary pool member who is subject to discipline pursuant to Article 24. If the District intends to remove the unit member from the hiring pool(s) (in all disciplines) because of the unit member's misconduct resulting in disciplinary action, the District will provide the unit member with written notice thereof and an opportunity to respond to the notice orally or in writing to the Superintendent/President or designee prior to removal from the pool(s).

#### **6.4.7 Eligible Temporary Unit Member (ETUM).**

- a. **Definition of ETUM.** Eligible Temporary (credit and noncredit) Unit Member (ETUM) denotes any qualified temporary hiring pool unit member who has met all criteria for Junior or Senior ETUM status as set forth below. For the purposes of allocating units to temporary unit members and in compliance with California Education Code 87482.3, the ETUM category is divided into two (2) subcategories, Junior ETUM and Senior ETUM.
- b. **Effective Date of ETUM Status Benefits.** ETUM scheduling priority does not take effect until the period of scheduling following completion of all ETUM criteria, including teaching the full final semester prior to gaining either ETUM status. Scheduling priority applies prospectively only, and does not apply to classes that have been scheduled at the time of gaining either ETUM status.
- c. **Eligibility for ETUM Status.** Any qualified temporary pool member must meet the following criteria in order to achieve ETUM status within a given discipline or department:
  - i. **Junior ETUM Status**

1. **Length and Continuity of Service.** The unit member must provide service for six (6) complete semesters within six (6) year period. Service during intersession terms does not count toward attaining ETUM status.
  2. **Evaluation and Satisfactory Performance.** The unit member shall be evaluated during the first, third, and sixth semesters of employment. Any member of the evaluation team, including the unit member being evaluated, may request that the unit member also be evaluated during other semesters. The sixth semester evaluation shall be comprehensive in nature, taking into consideration the unit member's performance and evaluations over the full six semester eligibility period. If the unit member provides the required six (6) semesters of service and the comprehensive sixth-semester evaluation, including the recommendation of the evaluating supervisor, is satisfactory, the unit member shall achieve Junior ETUM status. Failure by the District to complete the sixth semester evaluation shall not impede progress toward achieving ETUM status. When a temporary pool member's evaluation is not conducted because the unit member's level of absence was so significant that it precluded evaluation, the evaluation shall be conducted in the next semester that the member works, and the timeline toward ETUM adjusted accordingly.
  3. **Discipline During Evaluation Period of ETUM.** Any semester in which a unit member has been subject to discipline that is sustained pursuant to Article 24, may not be counted toward achieving ETUM status. Any evaluation that takes place during a semester that is not counted toward ETUM per this section shall not constitute one of the evaluations required to achieve ETUM under subsection 2 above.
- ii. **Senior ETUM Status.** Any temporary unit member who meets all of the following criteria shall be considered a Senior ETUM upon verification by HR of the information submitted:
1. Completion of twelve (12) semester assignments as a Junior ETUM;
  2. The two (2) most recent evaluations as a Junior ETUM must be satisfactory; and
  3. Submission by the unit member of a completed Notice of Senior ETUM Eligibility Form to Human Resources, said form to list the twelve qualifying semesters. Submittal of the completed form is the unit member's sole responsibility. The deadlines for submission of the form are:

- For designation of Senior ETUM status at the conclusion of a Fall semester, the unit member must submit the Notice of Senior ETUM Eligibility Form no later than October 1 of that semester.
  - For designation of Senior ETUM status at the conclusion of a Spring semester, the unit member must submit the Notice of Senior ETUM Eligibility Form no later than March 1 of that semester.
4. Any failure by the District to evaluate a Junior ETUM within the time periods prescribed in Article 7 shall not impede said member's progress toward achieving Senior ETUM status. When a Junior ETUM's evaluation is not conducted because the unit member's level of absence was so significant that it precluded evaluation, the evaluation shall be conducted in the next semester that the member works, and the timeline toward ETUM adjusted accordingly.
  5. **Discipline During Evaluation Period of ETUM.** Any semester in which a Junior ETUM has been subject to discipline that is sustained pursuant to Article 24, may not be counted toward achieving Senior ETUM status.
- d. **Ranking of ETUMs.** Ranking of ETUMs for purposes of unit assignments shall be determined by seniority based on first date of hire as a Junior ETUM within that discipline. If there is a tie, rank shall be determined by the number of units taught at the District in the prior three (3) fiscal years. If there is a tie in both the first date of hire and the number of units taught, rank will be determined by a one-time lottery.
  - e. **ETUM Application for Assignment in Other Disciplines.** ETUM status is attained for a particular discipline. Individuals who qualify as ETUMs in one discipline are not precluded from applying for assignments in other disciplines for which they are minimally qualified.
  - f. **Loss of ETUM Status.**
    - i. **Resignation.** Unit members will be removed from the ETUM list upon their request.
    - ii. **Break in Service.** If, for three (3) consecutive offers of assignment, an ETUM declines the assignment, and/or fails to respond to the notice of offer of assignment, the unit member shall lose ETUM status in that discipline. Exceptions to removal from the list shall be made in the event of an approved leave or a documented medical circumstance which prevented the unit member from being able perform service or respond to the offer as applicable. A unit member who has lost ETUM status due to a break in service shall be placed back into the appropriate temporary hiring pool. The unit member may reapply for ETUM status upon meeting all criteria for Junior or Senior ETUM again.



- iii. **Unsatisfactory Performance.** ETUMs who receive an unsatisfactory evaluation during a scheduled evaluation shall be provided with a written plan of remediation which the ETUM shall implement during the following semester of assignment. Subsequent, off-schedule evaluations may be requested by the evaluator or ETUM to assess the ETUM's performance and the ETUM's successful implementation of the written plan for remediation. The receipt of two (2) unsatisfactory evaluations within a six (6) semester period shall result in the loss of ETUM status. A unit member who loses ETUM status due to unsatisfactory performance shall not be placed in the discipline's temporary hiring pool.
- iv. **Disciplinary Action.** The District may terminate a unit member's ETUM status if the unit member is subject to discipline pursuant to Article 24. If the District intends to terminate a unit member's ETUM status (in all disciplines) because of the unit member's misconduct resulting in disciplinary action, the District will provide the unit member with written notice thereof and an opportunity to respond to the notice orally or in writing to the Superintendent/President or designee prior to termination of ETUM status. In such case, the District may, in its sole discretion, place the unit member back in the hiring pool(s) to be considered for future assignments, or may remove the unit member from the temporary hiring pool(s).
- v. **Requalification for ETUM status.** A unit member who loses ETUM status may seek to regain ETUM status after meeting all criteria based on service performed after loss of ETUM status only; prior semesters of service shall not be counted toward ETUM status. If a unit member loses ETUM status and then subsequently regains ETUM status, the seniority of the unit member shall be based on the date ETUM status was reinstated.

**6.4.8 Notification.**

- a. Each semester, the District shall provide the temporary unit member with a written notice of the offer of assignment. (Form 6.A) The notice of offer shall be sent on Form 6.A to the unit member's District email. It is the unit member's responsibility to monitor their District email for communications related to assignments.
- b. The notice of offer shall state that the deadline to respond is seven (7) calendar days from the date of issuance. It shall be the responsibility of each unit member to respond in writing to the notice of available assignments by the deadline. A unit member's failure to respond by the deadline will be deemed a rejection of the offer.

**6.4.9 Unit Allocation.** Units shall be allocated to temporary unit members as specified in this section.

- a. **Maximum Unit Allocation.** No part-time unit member shall be assigned more than a total of 67% of the hours per week considered a full-time equivalent workload for the semester except as specifically allowed by the Education Code with the approval of Human Resources. It is the intent of this section to apply the 67% calculation consistent with Education Code section 87482.5.
- b. **Minimum Unit Allocation to ETUMs.**
  - i. **Junior ETUM.** Each semester, in any discipline where there are available temporary credit or non-credit units, Junior ETUMs shall be offered, in ranked order, the available units until that Junior ETUM has reached a minimum load of 40%. So long as the member is offered a minimum load of 40% across all disciplines, the District is not required to offer additional units.
  - ii. **Senior ETUM.** Each semester, in any discipline where there are available temporary credit or non-credit units, Senior ETUMs shall be offered, in ranked order, the available units until that Senior ETUM has reached a minimum load of 60%. So long as the member is offered a minimum load of 60% across all disciplines, the District is not required to offer additional units.
  - iii. **Allocation of Remaining Units.** Any remaining available units in a department or discipline after each Junior ETUM has been offered a unit allocation between 40-67% and each Senior ETUM has been offered a unit allocation between 60-67%, may, at the discretion of the District, be assigned to any ETUMs on the discipline list, eligible temporary hiring pool members, or expedited hires, as long as the total workload for any temporary unit member does not exceed 67%.

#### 6.4.10 Expedited Temporary Hiring.

- a. **Definition.** “Expedited Temporary Hiring” refers to the hiring of an individual into a temporary academic position using the expedited selection process set forth in AP 7212 and in this section. Neither this section nor AP 7212 regulates the hiring of short-term substitutes or emergency hires, as those terms are used under the Education Code.
- b. **Expedited Hiring Procedures.** The screening committee for an expedited temporary hiring shall contain at least one but no more than two unit members appointed by the Academic Senate President with the advice and consent of the Academic Senate. Individuals who are hired through an expedited process (“expedited hire”) shall not be placed in the qualified temporary pool, except as provided herein.
- c. **Circumstance of Use.** Using the expedited selection process, the District may offer units or their equivalent to an external candidate who, in the absence of available and minimally qualified permanent/probationary unit members or ETUMs, is needed on any

basis permitted by law. The District may offer assignments to an expedited hire without exhausting the temporary hiring pool. In addition to filling temporary credit or noncredit units, the provisions of this section and the expedited hiring process described in AP 7212 shall also be used for the screening of external candidates to fill long-term substitute positions.

- d. Limitations on Duration of Expedited Hire Status.** No unit member may serve as an expedited hire for more than six (6) semesters of employment. Upon the conclusion of the sixth semester, if the Department has not conducted a temporary hiring pool recruitment and the unit member has received two satisfactory evaluations over the six-semester period, then the unit member will be placed in the temporary hiring pool and may advance to ETUM status pursuant to this Article 6.
- e. Application of Expedited Hire Service for ETUM Status.** No unit member may gain ETUM status without becoming a qualified temporary hiring pool member, except as set forth immediately above. A unit member who served as an expedited hire and subsequently becomes a qualified temporary hiring pool member may apply semesters of service as an expedited hire in the discipline toward gaining ETUM status.
- f. Termination of Expedited Hire Status.** A unit member's status as an expedited hire may be terminated for the same reasons that a unit member may be removed from a temporary hiring pool.

#### **6.5 Temporary Assignments for Student Recruitment and Enrollment**

When the District employs K-12 faculty and staff to supervise tutoring or teach basic skills courses at a K-12 site, the following provisions shall apply:

- a.** The assignment shall be considered a specialty skills course.
- b.** The employee shall be hired as an expedited hire.
- c.** Employment in this category does not make the employee eligible for ETUM status.
- d.** There is no limit to the number of semesters for which a unit member may serve as an expedited hire pursuant to this section.

#### **6.6 Temporary Unit Member: Advancement to Interview**

Temporary (credit and noncredit) unit members in all disciplines, with a minimum of five (5) years of employment (i.e., a total of ten (10) semesters or fifteen (15) quarters) with the District, shall be automatically advanced to the interview stage of the hiring process for all permanent positions for which they apply and are minimally qualified.

## 6.7 Substitutes

**6.7.1 Definition.** A substitute is an employee who fills in for a unit member who is absent from work. A short-term substitute refers to temporary assignments lasting twenty (20) working days or fewer. Long-term substitutes refer to temporary contract assignments.

**6.7.2 Eligibility for Substitute Assignments.** Permanent/probationary unit members, ETUMs, temporary hiring pool members, and expedited hires who meet the minimum standards for teaching in a particular discipline, as identified by the Chancellor's Office of California Community Colleges, shall be considered eligible and given priority over external candidates for short-term substitute positions.

### 6.7.3 Short-Term Substitutes.

- a. **Procedure for Assigning Paid and Unpaid Short-Term Substitutes.** Members shall notify their deans or their designees as soon as possible when they are going to be absent from work, including whether the absence will be during any scheduled assignments. If the absence is expected to occur during a scheduled assignment, the unit member shall do one of the following:
  - i. Cancel the affected class(es) and/or assignments and provide notice of the cancellation to the department chair and dean;
  - ii. **Arrange a voluntary unpaid substitute** (see Section 5.17) where the following criteria are met:
    1. An eligible substitute is available and willing to serve as the substitute; and
    2. For instructional assignments, the unit member provides the unpaid substitute with a lesson plan, lecture, or other instructional materials consistent with the course syllabus.
  - iii. **Request a paid substitute.** Requests for paid substitutes shall be processed as follows:
    1. Requests made with less than twenty-four (24) hours' notice shall be denied and the member shall not arrange for a paid substitute. Twenty-four (24) hours is measured as the time between when the dean or designee has actual notice of the request and the start time of the impacted class. Under exceptional circumstances and at the sole discretion of the Vice President, the District may waive the twenty-four (24) hour period and authorize a paid substitute. This decision shall not be subject to the grievance process.

2. Requests made with at least twenty-four (24) hours' notice shall be approved if the following criteria are met. Otherwise, class shall be cancelled:
    - a. An eligible substitute is available; and
    - b. For instructional assignments, the unit member provides the substitute with a lesson plan, lecture, or other instructional materials consistent with the course syllabus.
  3. If the use of a paid substitute is approved, the department chair shall identify the qualified and eligible substitutes, and in consultation with the unit member where feasible, recommend to the dean a person to serve as a substitute.
- b. Compensation for Short-Term Substitutes.** Hours worked as a paid short-term substitute shall be paid at the stipend rate and shall not be counted toward the percentage of a full-time load. When determined to be appropriate by the area dean, paid short-term substitutes shall be compensated at the stipend rate for work that is completed outside of the classroom. Hours worked outside the classroom must be approved and monitored by the area dean and paid by timecard.

#### **6.7.4 Long-Term Substitutes.**

- a. **Duties.** A long-term substitute is responsible for delivering the required curriculum, creating lesson plans, preparing and administering tests, grading tests and assignments, holding office hours, and administering final grades when needed. A long-term substitute is the instructor of record until such time as the absent unit member returns to duty, or the substitute is otherwise released from the assignment, whichever occurs first.
- b. **Compensation.** Payment of long-term substitutes shall be prorated at the unit rate.
- c. **Appointment of Long-Term Substitutes.**

A long-term substitute shall be offered a contract in the following situations:

- i. **Absences Expected to Last Longer Than Twenty (20) Working Days.** When a member is absent from work, and the District receives medical or other authoritative documentation that the member is not expected to return to work for a period lasting longer than twenty (20) working days, a long-term substitute may be

assigned for all remaining days of the semester that the member continues to be absent.

- ii. **Absences Lasting Longer Than Twenty (20) Working Days.** When a member has been absent for twenty (20) working days, and a long-term substitute has not been assigned, a long-term substitute shall be assigned for all remaining days that the member continues to be absent.

**d. Offer of Long-Term Substitute Positions.**

- i. Contracts for long-term substitute positions shall be offered in the following order and based on seniority before consideration of other eligible applicants:
  - 1. Permanent/probationary unit members (the District may authorize exceeding the overload limit for such substitute positions); and
  - 2. ETUMs so long as the ETUM's load, including the substitute assignment, does not exceed 67% of a full-time load except as specifically allowed by the Education Code.

This subsection (i) shall not apply to sabbatical leave replacements, nor to substitute positions that begin as a short-term substitute assignment.

- ii. The District shall not be required to split long-term substitute assignments with a single CRN.
- iii. The District may offer a long-term substitute contract to a temporary hiring pool member or qualified external candidate who, in the absence of available permanent/probationary or ETUM faculty (except as provided in subsection i above), is needed to fill a long-term substitute position. Selection of an external candidate shall use the expedited hiring selection process.

**6.8 Voluntary Temporary Transfer**

A permanent unit member may voluntarily be reassigned from one discipline or department (referred to in this section as "department") to another, or the unit member may divide assignments and/or duties between departments, if the unit member follows the procedures below and obtains the approval of the receiving department and the dean.

**6.8.1 Application Procedures.**

- a. **Application Procedure.** For consideration, the unit member must submit a letter of interest to the receiving department chair, with a copy to the home department chair

and the dean(s). The receiving department chair shall review the request on the basis of the criteria listed in Section 6.8.2. If the criteria are met, the receiving department chair shall convene an interview panel consisting of the chair, the dean, and one or two other members of the receiving department selected by the Academic Senate President or designee.

- b. Interview.** If the criteria are met, the interview panel will interview the unit member. The panel will determine whether to recommend the unit member for assignments within the department based on the department's programmatic needs, including availability of ETUMs. The interview panel's recommendation will be subject to review by the Superintendent /President or designee. The Superintendent/President or designee may accept or reject the interview panel's recommendation based on the receiving department's and the home department's programmatic needs.

### **6.8.2 Criteria for Evaluation of Voluntary Temporary Assignment Request.**

- a. Minimum Qualifications.** A unit member must have achieved permanent status and possess the minimum educational qualifications to teach or provide service in that discipline or department, as identified by the Chancellor's Office of California Community Colleges.
- b. Home Department Program Considerations.** In order for a voluntary temporary assignment request to be approved, the home department chair shall determine if there is a replacement for the assignee who, at the time of the request:
  - i.** is a permanent/probationary unit member, an ETUM, or a temporary hiring pool member;
  - ii.** is willing and available; and
  - iii.** meets the minimum educational qualifications.

### **6.8.3 Assignment of Voluntary Transfer Units**

- a. Notification of Temporary Units.** When a receiving department has temporary units available which the department would like to offer to a voluntary transfer, the receiving department will notify the unit members who have been recommended for assignments through the voluntary transfer application process. The receiving department will send a copy of the notification to the home department chair and the dean(s). At that time, the unit member may request units, subject to the approval of the home department dean for that semester based on the home department program considerations in Section 6.8.2.b.

- b. Seniority.** If two or more unit members who have been recommended for assignments through the voluntary transfer application process request temporary units, and are approved by the home department dean for the semester, then the permanent unit member with the most seniority shall have preference for temporary units. Seniority is determined by the start date of the unit member's first probationary contract assignment at COM.

**6.8.4 Evaluation During Voluntary Assignment.** During any semester in which a unit member is scheduled for an evaluation and is otherwise eligible for a voluntary transfer, the unit member shall be assigned at least one class (or the non-instructional equivalent) in the unit member's home department, and shall attend department meetings of the home department and otherwise engage in professional activities related to the home department that are subject to evaluation.

## **6.9 Voluntary Permanent Transfer**

Voluntary permanent transfers shall be provided on the basis of open competition for the available position.

## **6.10 Involuntary (Temporary or Permanent) Transfer**

(Form F 6.B Notice of Involuntary Transfer)

**6.10.1 Reason for Involuntary Transfer.** A credit unit member may be involuntarily transferred from one (I) department to another, or required to divide the unit member's assignments and/or duties between departments, under one or more of the following circumstances:

- a.** The District demonstrates that there is a significant reduction in the need for the services provided by unit members, or
- b.** The District demonstrates that there is a valid programmatic need for the transfer. A written reason for the transfer shall be provided.

**6.10.2 Notice Period.** Except in unusual circumstances due to resignation, death, illness, accident, or other emergency, the District shall give the unit member to be transferred notice: a) at least twenty (20) calendar days prior to the beginning of the semester; or, b) if the involuntary transfer shall result in a new preparation (the unit member has not taught the course within the prior five years), at least sixty (60) calendar days prior to the beginning of the semester. The notice shall state the involved course(s)/assignment(s) being dropped and added.



**6.10.3 Vacancy Consideration.** For up to 24 months (probationary) or 39 months (permanent) from the date of transfer, a unit member involuntarily transferred shall be offered any equivalent vacancies declared in the department from which the unit member was transferred if the unit member was transferred because of a significant reduction in the need for services or the District determines that the programmatic needs that resulted in the transfer have changed.

**6.10.4 Reduced Load/Banked Units Regarding Involuntary Transfer.** A unit member may opt for a reduced load and/or use banked units as an alternative to an involuntary transfer.

### **6.11 Relocation of Unit Members**

Notwithstanding the negotiability position of either party on the subject of office reassignments, the District shall use the following guidelines for office assignments except for reassignment into transitional space during the District's Measure "B" funded modernization process. Minimum requirements for office allocation include:

- a. Each permanent/probationary unit member shall be assigned to an office which shall be heated, ventilated, safe, and secure. No member may relocate without written management authorization.
- b. The District shall provide comparable and necessary office furniture.
- c. Office reassignments shall not result in a change in the level of support services.
- d. Placement in individual or group offices shall replicate the permanent/probationary unit member's prior office arrangements with respect to individual or group office arrangement, or be acceptable as a new arrangement.
- e. Future capital-building allocations shall give high priority to the creation and assignment of comparable office spaces for unit members not otherwise placed in acceptable offices (e.g., comparable offices).
- f. The District shall provide space to maintain faculty and student confidentiality.
- g. The District shall provide the same level of technology hardware, software, and support with respect to relocation of office assignments.

### **6.12 Exclusion of Child Study Center**

Except for subsections c, i, and k of Section 6.1.3, all other provisions of Article 6 do not apply to unit members assigned to the Children's Centers. Furthermore, unit members assigned to other disciplines shall not be assigned/transferred to the Children's Centers.

## ARTICLE 7 - EVALUATION

### 7.1 Evaluations

#### 7.1.1 Purpose

The purpose of faculty evaluations is to assess the work performance of the faculty member, provide feedback to each faculty member for improvement, take appropriate corrective action where needed, and assist the District in determining whether to reemploy or continue to employ faculty.

#### 7.1.2 Classroom Visits

Unannounced classroom/work site visits may occur as a management prerogative for supervisory oversight, but will not be used as part of the formal evaluation process.

#### 7.1.3 Evaluation Forms and Procedures

- a. All unit members are entitled to a clear, fair, and equitable evaluation procedure.
- b. Unit members will be evaluated using the forms, procedures, and criteria as reflected in this Article 7.
- c. Child Development Program instructors, coaches, Community Education instructors, counselors, ESL faculty, the health center nurse, librarians, mental health counselors, nursing faculty, instructors with only Reading and Writing Lab assignments, and other unit members employed in primarily non-classroom environments will be evaluated using the forms and procedures specific to those positions as described herein.

#### 7.1.4 Off-Site Clinical/Laboratory Facility Evaluation

Unit members assigned to off-site clinical or laboratory facilities (e.g., hospitals, dental offices, childcare centers) may be observed at the off-site location as part of the evaluation.

### 7.2 Evaluation Forms

Unit members will be evaluated using some or all of the following forms as applicable for their employment type (permanent, probationary, or part-time) as described in this Article, in addition to any forms referenced in the Specialty Evaluations Forms and Procedures section below:

#### 7.2.1 Classroom Observation Plan Form

The faculty member will complete a **Classroom Observation Plan Form (F.7.A)** and submit it to the Evaluation Team member that is observing them one week prior to each classroom visit.

#### 7.2.2 Classroom Observation

When an Evaluation Team member observes a class, they will complete the **Classroom**

**Observation Form (F.7.B).** The Evaluation Team will decide which class(es) to observe. If the class section observed is a distance education section, the Evaluation Team member will have access to, and will review instruction and faculty-student interaction through, the course content management system. When the Evaluation Team member observing a class is an administrator, the faculty member may choose to have a UPM representative present for the observation. The UPM representative must be available to attend the scheduled observation date/time.

### **7.2.3 Student Feedback Form**

The **Student Feedback Form (F.7.C)** will be administered online each semester and intersession in every class taught by all unit members, and provided to all students who meet with counselors, health center nurses, librarians, and mental health counselors for one-on-one/direct services sessions (as well as the Reading Writing Lab in certain instances described below). Student feedback forms will be administered in Community Education (not-for-credit) classes in accordance with section 7.7 below.

- a. The feedback data will be made available to the unit member, the supervising administrator, and Evaluation Team, and utilized in the evaluation process.
- b. The data will be organized by each class and aggregated overall for each semester. For student feedback for counselors' one-on-one counseling sessions, health center nurses' and mental health counselors' direct services sessions, and librarians' reference desk sessions, the period utilized as the "semester" will be from the end of week 15 of the prior term until the date of the current term the Evaluation Team gathers the feedback received to-date (by week 15). Any strengths and areas of development which arise from the student feedback will be discussed with the unit member.
- c. In the evaluation year/semester, the student feedback scores from that year/semester will be used on the Evaluation Team Form. The Evaluation Team may also consider and utilize data from prior years/semesters.
- d. Student feedback data outside of the evaluation year/semester will be reviewed by the administrator and unit member. Any concerns which arise from the student feedback outside of the evaluation semester will be discussed with the unit member at that time and may be cause for an additional evaluation. The data will be retained by the District and forwarded to the Evaluation Team during the next evaluation year/semester.

### **7.2.4 Self-Evaluation**

Permanent unit members will complete the **Self Evaluation Form (F.7.D)** and submit it to the Evaluation Team by the deadline noted in the Timeline section below. The Self-Evaluation is a

narrative that focuses on four main areas; classroom teaching and methodology; professional responsibilities; professional development; and needs and goals.

#### **7.2.5 Teaching Portfolio**

When required in the Timelines below, the unit member will complete the **Teaching Portfolio (F.7.E)** and submit it to the Evaluation Team by the deadline.

#### **7.2.6 Online Faculty Evaluation Form**

If the class section observed is a distance education section, a member of the Evaluation Team will complete the **Online Faculty Evaluation Form (F.7.F)**. This form is not applicable for Community Education (not-for-credit) online classes.

#### **7.2.7 Team Evaluation Form**

The Evaluation Team will jointly prepare and complete the **Team Evaluation Form (F.7.G)** after reviewing the unit member's syllabi, sample assessment tools, and all forms utilized in the process as applicable for the type of unit member, including: **Class Observation Plans, Class Observation Forms, Student Feedback** data, the **Self-Evaluation**, the **Teaching Portfolio**, the **Online Faculty Evaluation Form** (for distance education courses), any applicable specialty forms, and any evidence in response to a **Development Plan**.

#### **7.2.8 Development Plan Form (F.7.H)**

A plan for corrective action if the Evaluation Team recommends that the member needs to improve due to deficiencies in one or more areas on the Team Evaluation Form.

### **7.3 Specialty Evaluation Forms and Procedures**

Unit members in the positions listed in this section will be evaluated using the procedures and forms applicable for their employment type (permanent, probationary, or part-time) except as noted herein. All other forms and procedures will be used/followed in accordance with this article. References in this article and its forms to "instructor" shall be understood to include other faculty positions, such as "counselor," "librarian," etc.

#### **7.3.1 Child Development Program Instructors**

- a. Permanent faculty will complete the **Child Development Program Teaching Portfolio** instead of the **Self Evaluation**.
- b. Student feedback will not be collected.
- c. Forms:
  - i. Permanent faculty will complete the **Child Development Program Teaching Portfolio (F.7.I)** in place of the **Self Evaluation**.
  - ii. The **Child Development Program Teaching Portfolio** will replace the **Teaching**

## **Portfolio.**

- iii. The **Child Development Program Class Observation Plan (F.7.J)** will replace the **Class Observation Plan**.
- iv. The **Child Development Program Class Observation Form (F.7.K)** will replace the **Class Observation Form**.
- v. The **Child Development Program Team Evaluation Form (F.7.L)** will replace the **Team Evaluation Form**.

### **7.3.2 Coaches**

#### **a. Coaching and Teaching (Other Than Coaching) Observations:**

- i. Permanent faculty will have one or two observations depending on their assignment. If they coach and teach, the Evaluation Team will observe a one-hour coaching session and one teaching session. If they only coach, the Evaluation Team will observe a one-hour coaching session.
- ii. Probationary faculty will have two observations. If they coach and teach, the Evaluation Team will observe one one-hour session of coaching and one of teaching. If a third observation is held, the Evaluation Team may decide whether to hold a teaching or coaching session observation.
- iii. Part-time faculty will have one or two observations depending on their assignment. If they coach and teach, the Evaluation Team will observe a one-hour coaching session and one teaching session. If they only coach, the Evaluation Team will observe a one-hour coaching session.
- iv. For coaching observations, the one-hour time period is approximate and must include interactions with students for the majority of the time.

#### **b. Student Feedback and Forms:**

- i. All coaches will have **Coach Student Feedback Forms (F.7.M)** distributed to each student they coach every semester.
- ii. If a coach is teaching a course other than coaching, the **Student Feedback Form** will be administered online each semester and intersession in every class taught, as with all unit members.

#### **c. Forms:**

- i. For coaching observations:
  - 1. Coaches will complete the **Coach Class Observation Plan Form (F.7.N)** instead of the **Class Observation Plan Form** for coaching observations.
- ii. For class observations for teaching other than coaching, as with other class observations under this article:
  - 1. The faculty member will complete the **Class Observation Plan Form** and submit it to the Evaluation Team member that is observing them one week prior to each classroom visit.
  - 2. The observing member of the Evaluation Team will complete the **Class Observation Form**.
- iii. Coaches with non-instructional coaching assignments will complete the **Non-Instructional Coaching Plan Form (F.7.O)** and submit it to the Evaluation Team by the deadline by which faculty must submit the **Teaching Portfolio, Self-Evaluation**, or any evidence in response to a **Development Plan** (by week 12 of the Spring semester for permanent faculty, by week 1 of the Spring semester for probationary faculty, and by week 12 for part-time faculty). If applicable, each coach must also complete the **Teaching Portfolio** or **Self-Evaluation** as provided in this article.
- iv. The Evaluation Team will complete the **Coach Team Evaluation Form (F.7.P)** instead of the **Team Evaluation Form**. The Evaluation Team should complete the sections of the form related to student feedback and observations as appropriate depending whether the evaluation included coaching observations and/or class (other than coaching) observations.

### 7.3.3 Counselors

- a. Class and one-on-one counseling session observations:
  - i. Permanent faculty will be observed during two one-hour one-on-one counseling sessions, or, if the faculty member is teaching, they will have one classroom observation and one one-hour one-on-one counseling session observation.
  - ii. Probationary faculty will be observed during two one-hour one-on-one counseling sessions, or, if the faculty member is teaching, they will have one classroom observation and one one-hour one-on-one counseling session observation. If a third observation is held, the Evaluation Team may decide whether to hold a class or one-on-one counseling session observation.

- iii. Part-time faculty will be observed during two one-hour one-on-one counseling sessions, or, if the faculty member is teaching, they will have one classroom observation and one one-hour one-on-one counseling session observation.
- iv. For one-on-one observations, the one-hour time period may be divided into multiple sessions. The one-hour time period is approximate and must include interactions with students for the majority of the time. If the time period is divided, the observing member of the Evaluations Team and the faculty member should complete separate Counselor – 1:1 Observation Forms and Counselor – 1:1 Observation Reflection Forms for each session.
- v. References in this article to class observations shall be understood to include one-on-one counseling session observations.

**b. Student Feedback and Forms:**

- i. If a counselor is teaching a course, the **Student Feedback Form** will be administered online each semester and intersession in every class taught, as with all unit members.
- ii. All counselors will have **Counselor 1:1 Student Feedback Forms (F.7.Q)** distributed to each student with whom they meet. Forms will be distributed electronically. By week 15 of each semester in a counselor’s evaluation semester/year, the Evaluation Team will gather the feedback received to-date.

**c. Forms:**

- i. For class observations, as with other class observations under this article:
  1. The faculty member will complete the **Class Observation Plan Form** and submit it to the Evaluation Team member that is observing them one week prior to each classroom visit.
  2. The observing member of the Evaluation Team will complete the **Class Observation Form**.
- ii. For one-on-one counseling session observations:
  1. The observing member of the Evaluation Team will complete the **Counselor – 1:1 Observation Form (F.7.R)** in lieu of the **Class Observation Form**.
  2. The faculty member shall submit the **Counselor – 1:1 Observation Reflection Form (F.7.S)** to the observing member of the Evaluation Team one week after the

observation in lieu of the **Class Observation Plan** being submitted one week prior to the observation.

- iii. Permanent faculty will complete the **Counselor Self-Evaluation (F.7.T)** in lieu of the **Self Evaluation**. Probationary faculty and part-time faculty in their sixth semester evaluation will complete the **Teaching Portfolio**.
- iv. The Evaluation Team will complete the **Counselor Team Evaluation Form (F.7.U)** instead of the **Team Evaluation Form**. The Evaluation Team should complete the sections of the form related to student feedback and observations as appropriate depending whether the evaluation included class observations and/or one-on-one session observations.

#### **7.3.4 ESL Faculty**

a. Student Feedback and Forms:

- i. The **ESL Student Feedback Form (F.7.V)** will be administered online each semester and intersession in every class taught in place of the **Student Feedback Form**.

#### **7.3.5 Health Center Nurse and Mental Health Counselors**

- a. The Evaluation Team for permanent and probationary health center nurses and mental health counselors will have a second faculty peer serve in place of the Chair/Coordinator when those areas do not have a Chair or Coordinator. The second faculty peer will be selected by the administrator from the list provided by the unit member. The unit member will provide a list of four potential peer evaluators rather than three.
- b. For the Evaluation Team for part-time health center nurses and mental health counselors, the administrator in consultation with the unit member (in place of the Chair/Coordinator when those areas do not have a Chair or Coordinator) will select the permanent faculty member.
- c. Class and presentation observations:
  - i. Presentation observations will be observations during presentations focused on mental health, health and wellness orientations, or health and/or wellbeing education sessions for students.
  - ii. Permanent faculty will be observed during two presentations, or, if the faculty member is teaching, they will have one classroom observation and one presentation observation.



- iii. Probationary faculty will be observed during two presentations, or, if the faculty member is teaching, they will have one classroom observation and one presentation observation. If a third observation is held, the Evaluation Team may decide whether to hold a class or presentation observation.
  - iv. Part-time faculty will be observed during two presentations, or, if the faculty member is teaching, they will have one classroom observation and one presentation observation.
  - v. For presentation observations, the length of each observation should be forty-five minutes to one hour and may be divided into multiple sessions. The time period is approximate and must include interactions with students for the majority of the time. If the time period is divided, the observing member of the Evaluations Team and the faculty member should complete separate Health Center Nurse & Mental Health Counselor Observation Forms and Health Center Nurse & Mental Health Counselor Observation Reflection Forms for each session.
  - vi. References in this article to class observations shall be understood to include presentation observations.
- d. Student Feedback and Forms:
- i. If a health center nurse or mental health counselor is teaching a course, the **Student Feedback Form** will be administered online each semester and intersession in every class taught, as with all unit members.
  - ii. All health center nurses and mental health counselors will have **Health Center Nurse & Mental Health Counselor Student Feedback Forms (F.7.W & F.7.X)** distributed to each student with whom they meet to provide direct services. Forms will be distributed electronically. By week 15 of each semester in a health center nurse or mental health counselor's evaluation semester/year, the Evaluation Team will gather the feedback received to-date.
- e. Forms:
- i. For class observations, as with other class observations under this article:
    1. The faculty member will complete the **Class Observation Plan Form** and submit it to the Evaluation Team member that is observing them one week prior to each classroom visit.
    2. The observing member of the Evaluation Team will complete the **Class Observation Form**.

- ii. For presentation observations:
  - 1. The observing member of the Evaluation Team will complete the **Health Center Nurse & Mental Health Counselor Observation Form (F.7.Y)** in lieu of the **Class Observation Form**.
  - 2. The faculty member shall submit the **Health Center Nurse & Mental Health Counselor Observation Reflection Form (F.7.Z)** to the observing member of the Evaluation Team one week after the observation in lieu of the **Class Observation Plan** being submitted one week prior to the observation.
- iii. Permanent faculty will complete the **Health Center Nurse & Mental Health Counselor Self-Evaluation (F.7.AA)** in lieu of the **Self Evaluation**. Probationary faculty and part-time faculty in their sixth semester evaluation will complete the **Teaching Portfolio**.
- iv. The Evaluation Team will complete the **Health Center Nurse & Mental Health Counselor Team Evaluation Form (F.7.BB)** instead of the **Team Evaluation Form**. The Evaluation Team should complete the sections of the form related to student feedback and observations as appropriate depending on whether the unit member is a health center nurse or mental health counselor and whether the evaluation included class observations.

### 7.3.6 Librarians

- a. Class and/or Reference Desk Observations:
  - i. Permanent faculty evaluations shall include one classroom observation and one one-hour reference desk observation.
  - ii. The probationary faculty evaluation shall include one classroom observation and one one-hour reference desk observation. If a third observation is held, the Evaluation Team may decide whether to hold a class or reference desk observation.
  - iii. Part-time faculty evaluations shall include one classroom observation and one one-hour reference desk observation (preferred) or two one-hour reference desk observations (if scheduling precludes a classroom observation).
  - iv. For reference desk observations, the one-hour time period may be divided into multiple sessions. The one-hour time period is approximate and must include interactions with students for the majority of the time. If the time period is divided, the observing member of the Evaluations Team and the faculty member should

complete separate Reference Desk Observation Forms and Reference Desk Observation Reflection Forms for each session.

- v. References in this article to class observations shall be understood to include reference desk observations.

**b. Student Feedback and Forms:**

- i. All librarians will have **Student Feedback – Reference Desk Forms (F.7.CC)** distributed to each student with whom they meet. Forms will be distributed electronically. By week 15 of each semester in a librarian’s evaluation semester/year, the Evaluation Team will gather the feedback received to-date.
- ii. Student Feedback Forms will be administered electronically for class observations for librarians. The observing member of the Evaluation Team will arrange for the Student Feedback Form to be sent electronically to students within the week following the observation.
- iii. If a librarian is teaching a course, the **Student Feedback Form** will be administered online each semester and intersession in every class taught, as with all unit members.

**c. Forms:**

- i. Where a librarian is having a classroom observation, the librarian shall submit the **Class Observation Plan Form** to the observing member of the Evaluation Team one week prior to the observation. The observing member of the Evaluation Team will complete the **Class Observation Form**.
- ii. Where a librarian is having a reference desk observation, the librarian shall submit the **Reference Desk Observation Reflection Form (F.7.DD)** to the observing member of the Evaluation Team one week after the observation in lieu of the **Class Observation Plan** being submitted one week prior to the observation.
- iii. Where the Evaluation Team is conducting a reference desk observation rather than a class observation, the observing Team member shall complete the **Reference Desk Observation Form (F.7.EE)** in place of the **Class Observation Form**.
- iv. References in this article to **Class Observation Plan** shall be understood to include **Reference Desk Observation Reflection Form**, and references to **Class Observation Form** shall be understood to include **Reference Desk Observation Form**.
- v. Librarians shall be evaluated using the **Librarians – Team Evaluation Form (F.7.FF)** instead of the **Team Evaluation Form**. The Evaluation Team should complete the

sections of the form related to student feedback and observations as appropriate depending whether the evaluation included class observations and/or reference desk observations.

### **7.3.7 Nursing Faculty**

- a. Nursing faculty serving as the instructor of record for a clinical course shall be observed in the clinical setting, subject to approval by the clinical site, in addition to the observations provided in this article, as follows:
  - i. Permanent faculty will have one or two observations depending on their assignment. If they are the instructor of record for a clinical course and also teach other courses, the Evaluation Team will observe a one-hour clinical session and one teaching session. If their only assignment is as the instructor of record for clinical courses, the Evaluation Team will observe a one-hour clinical session.
  - ii. Probationary faculty will have two observations. If they are the instructor of record for a clinical course and also teach other courses, the Evaluation Team will observe one one-hour clinical session and one of teaching. If a third observation is held, the Evaluation Team may decide whether to hold a teaching or clinical session observation.
  - iii. Part-time faculty will have one or two observations depending on their assignment. If they are the instructor of record for a clinical course and also teach other courses, the Evaluation Team will observe a one-hour clinical session and one teaching session. If their only assignment is as the instructor of record for clinical courses, the Evaluation Team will observe a one-hour clinical session.
- b. For clinical observations, the one-hour time period is approximate and must include interactions with students for the majority of the time.
- c. For the clinical observation, the unit member and Evaluation Team will complete the applicable sections of the **Class Observation Plan** and **Class Observation Form**.

### **7.3.8 Reading and Writing Lab Instructors**

- a. Faculty members will only be evaluated in the Reading and Writing Lab if they are not teaching a class and they have assigned Reading and Writing Lab hours for that semester. Such evaluations will not count as scheduled evaluations.
- b. The Evaluation Team will conduct two one-hour Reading Writing Lab observations during the semester, with a different member of the Team conducting each observation.

- c. The one-hour time period may be divided into multiple sessions. The one-hour time period is approximate and must include interactions with students for the majority of the time. If the time period is divided, the observing member of the Evaluations Team and the faculty member should complete separate Reading and Writing Lab Observation Forms and Reading and Writing Lab Observation Reflection Forms for each session.
- d. Student Feedback and Forms:
  - i. Faculty members who only have an assignment in the Reading and Writing Lab will have **Student Feedback – Reading and Writing Lab Forms (F.7.GG)** distributed to each student with whom they meet. Forms will be distributed electronically. By week 15 of each semester in a faculty member’s evaluation semester/year in which the faculty member only has an assignment in the Reading and Writing Lab, the Evaluation Team will gather the feedback received to-date.
- e. Forms:
  - i. Faculty observed in the Reading and Writing Lab will not complete a **Class Observation Plan**. Instead, they shall submit a **Reading and Writing Lab Reflection Form (F.7.HH)** to the observing member of the Evaluation Team one week following the observation.
  - ii. Where the Evaluation Team is conducting a Reading and Writing Lab observation rather than a class observation, the observing Team member shall complete the **Reading and Writing Lab Observation Form (F.7.II)** in place of the **Class Observation Form**.
  - iii. Only applicable sections of the **Team Evaluation Form** will be completed.

## 7.4 Tenured Faculty Evaluation Procedure

### 7.4.1 Evaluation Team

The unit member shall be evaluated by the Evaluation Team which consists of one permanent faculty peer which is selected by the member, the Chair, and an administrator (typically the supervising dean). For areas that do not have a Chair, the area Coordinator will serve in place of the Chair.

The unit member may provide the administrator a list of three potential peer evaluators by the deadline listed below. The peer evaluators must be specialists in the subject area in which the unit member teaches or is assigned or in a subject area reasonably related to that in which the unit member teaches or is assigned. The Chair may not also serve as the peer evaluator. Where no permanent faculty meet the criteria, the unit member may propose probationary peers. The administrator, in consultation with the Chair, will select one (1) peer

evaluator from this list. If the unit member fails to submit this list by the deadline the administrator, in consultation with the Chair, will select the peer evaluator. All those selected as peer evaluators must be willing to serve.

**7.4.2 Frequency**

An evaluation shall be completed every three (3) years unless one or more situations warrant off-schedule evaluation, including but not limited to:

- a. an unsatisfactory evaluation in the previous cycle;
- b. a decline in performance since the last evaluation;
- c. concerns related to the unit member’s work performance which arise from student feedback data outside of an evaluation year when such concerns are raised by more than one student or indicate a pattern of behavior by the unit member; or
- d. reasonable request from the unit member.

An off-schedule evaluation shall not restart the three-year period between evaluations.

Per Title 5 regulations, Child Development Program teachers must be evaluated every academic year.

**7.4.3 Timeline**

The evaluation shall be performed during the spring semester unless an exception is made by the dean or at the request of the unit member. Deadlines for each item are the end of the week listed. Weeks listed are instructional weeks in the semester.

**Fall Semester of Evaluation Year**

By Week 4:	<b>Unit Member Notified of Evaluation</b> The District provides written notice to the supervising dean and member that it is an evaluation year.
By Week 15:	<b>District Administers Student Feedback Forms</b> The District will administer <b>Student Feedback Forms</b> .
By Week 16:	<b>Unit Member Submits List of Potential Peer Evaluators</b> The unit member will submit the list of three (3) potential peer evaluators to the administrator and Chair. If the unit member fails to submit the list, the administrator, in consultation with the Chair, will select the peer evaluator.

**Spring Semester of Evaluation Year**

By Week 4:	<p><b>Evaluation Team Convenes</b></p> <p>The Evaluation Team will convene and review process and timelines.</p>
By Week 5:	<p><b>Evaluation Team and Unit Member Meet</b></p> <p>Pre-Evaluation Conference with the unit member and the Evaluation Team. The Evaluation Team meets with the unit member to discuss the elements of the evaluation process such as the timeline, Class Observation Plan, Class Observation, Self-Evaluation and the Team Evaluation.</p>
By Week 12:	<p><b>Unit Member Submits Self-Evaluation Form and Evidence in Response to a Development Plan, If Any</b></p> <p>The unit member shall complete the <b>Self-Evaluation Form</b> and submit it to the Evaluation Team, as well as evidence in response to a Development Plan if one was established in the previous year.</p>
By Week 15:	<p><b>District Administrators Student Feedback Forms and Evaluator Observes Class</b></p> <p>The District will administer <b>Student Feedback Forms</b>. One of the faculty members of the Evaluation Team will observe one class. The observing member of the Evaluation Team will complete the <b>Class Observation Form</b>. The unit member must complete a <b>Class Observation Plan</b> and submit it to the Evaluation Team member that is observing them at least one week prior to each class visit. With the Class Observation Plan, the unit member must submit the class syllabus and a sample assessment tool for the class being observed.</p>
By Week 16:	<p><b>Team Completes Team Evaluation Form and any Development Plan Form</b></p> <p>The Evaluation Team will complete the <b>Team Evaluation Form</b> and, if required, a <b>Development Plan Form</b>.</p>

By last day of final exams:	<p><b>Unit Member and Team Meet to Review Evaluation</b></p> <p>The Evaluation Team will meet with the unit member to review the <b>Team Evaluation Form</b> and <b>Development Plan Form</b> if required. Afterwards, the <b>Team Evaluation Form</b> and <b>Development Plan Form</b> if required along with the Self-Evaluation, Class Observation Plans, Class Observation Forms, the Online Faculty Evaluation Form (for distance education courses), any applicable specialty forms, and Student Feedback data will be submitted to the <b>Assistant Superintendent/Vice President of Student Learning and Success</b> for review and approval and placed in the personnel file. If the unit member so chooses, the unit member may submit a written response to the Team Evaluation Form and, if any, the Development Plan Form. The unit member must submit the response within ten (10) calendar days of the meeting with the Evaluation Team. The unit member's written response will be attached to the Team Evaluation Form or the Development Plan Form and included in the unit member's personnel file.</p>
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#### 7.4.4 Evaluation Outcomes

- a. **Satisfactory** in all criteria categories: The evaluation is deemed complete.
- b. **Unsatisfactory**: The unit member shall be reevaluated if the unit member needs to improve due to significant deficiencies in one or more areas on the **Team Evaluation Form** and the evaluation is approved by the Vice President. A plan for corrective action will be provided by the Team in the **Development Plan Form**. The evaluation procedures outlined in the Timeline section above (Section 7.4.3) will be repeated the following year except the administrator will observe the class instead of a faculty member of the Team. Expenses related to the Professional Development recommended by the Evaluation Team will be paid by the District. If the unit member receives a second unsatisfactory evaluation, the unit member shall be ineligible to teach overloads or summer school until such time as the unit member receives a satisfactory evaluation.
- c. The [Education Code, Section 87732](#), defines causes for dismissal for tenured faculty.

#### 7.4.5 Pending Resignation or Retirement

When a regular member's year of retirement or resignation coincides with an evaluation year, the evaluation process may be waived. The unit member's written letter of resignation or retirement on file with the District will serve as notification to the Vice President who may approve the waiver.



## 7.5 Probationary Faculty (Tenure Track)

### 7.5.1 Evaluation Team

The unit member shall be evaluated by the Evaluation Team which consists of one permanent faculty peer which is selected by the member, the Chair, and an administrator (typically the supervising dean). For areas that do not have a Chair, the area Coordinator will serve in place of the Chair.

The unit member may provide the administrator a list of three potential peer evaluators by the deadline listed below. The peer evaluators proposed by the member must be specialists in the subject area in which the unit member teaches or is assigned or in a subject area reasonably related to that in which the unit member teaches or is assigned. The Chair may not also serve as the peer evaluator. Where no permanent faculty meet the criteria, the unit member may propose probationary peers. The administrator, in consultation with the Chair, will select one (1) peer evaluator from this list. If the unit member fails to submit this list by the deadline the administrator, in consultation with the Chair, will select the peer evaluator. All those selected as peer evaluators must be willing to serve.

### 7.5.2 Frequency

An evaluation shall be completed each year the unit member is probationary (typically for the first four years of employment).

### 7.5.3 Timeline

Deadlines for each item are the end of the week listed. Weeks listed are instructional weeks in the semester.

#### **Fall Semester of Evaluation Year**

By Week 1:	<b>Unit Member Notified of Evaluation</b> The District will notify the unit member that they are being evaluated and request the unit member's list of three (3) potential peer evaluators.
By Week 3:	<b>Unit Member Submits List of Potential Peer Evaluators</b> The unit member will submit the list of potential peer evaluators to the administrator and Chair. If the unit member fails to submit the list, the administrator, in consultation with the Chair, will select the peer evaluator.
By Week 5:	<b>Evaluation Team Convenes</b> The Evaluation Team will convene and review process and timelines.

By Week 6:	<p><b>Evaluation Team and Unit Member Meet</b>  Pre-Evaluation Conference with the unit member and the Evaluation Team. The Evaluation Team meets with the unit member to discuss the elements of the evaluation process such as the timeline, Class Observation Plan, Class Observation, Teaching Portfolio and the Team Evaluation.</p>
By Week 15:	<p><b>District Administers Student Feedback Forms</b>  The District will administer <b>Student Feedback Forms</b>.</p>
By Week 16:	<p><b>Evaluators Observe Classes</b>  The Evaluation Team will complete class visits. An administrator and a faculty member (Chair or peer) from the Evaluation Team will each observe a different class section. The observing member of the Evaluation Team will complete the <b>Class Observation Form</b>. The unit member must complete a <b>Class Observation Plan</b> (to be completed by the probationary faculty member) and submit it to the Evaluation Team member who is conducting the observation one week prior to each class visit. With the Class Observation Plan, the unit member must submit the class syllabus and a sample assessment tool for the class being observed. After the first class observation, the observing member of the Evaluation Team will meet with the unit member to provide some feedback. Student Feedback and scores on the Class Observation Form will not be discussed in this post-observation meeting.</p>

**Spring Semester of Evaluation Year**

By Week 1:	<p><b>Unit Member Submits Teaching Portfolio and Evidence in Response to a Development Plan, If Any</b>  The unit member shall submit the <b>Teaching Portfolio</b>, as well as evidence in response to a Development Plan if one was established in the previous year.</p>
By February 15:	<p><b>Team Completes Team Evaluation Form and any Development Plan Form</b>  The Evaluation Team will complete the <b>Team Evaluation Form</b> and, if required, a <b>Development Plan Form</b>.</p>

By February 20:	<p><b>Unit Member and Team Meet to Review Evaluation</b></p> <p>The Evaluation Team will meet with the unit member to review the <b>Team Evaluation Form</b> and <b>Development Plan Form</b> if required. Afterwards, the <b>Team Evaluation Form</b> and <b>Development Plan Form</b> if required along with the member’s Teaching Portfolio, Class Observation Plans, Class Observation Forms, the Online Faculty Evaluation Form (for distance education courses), any applicable specialty forms, and Student Feedback data will be submitted to the <b>Assistant Superintendent/Vice President of Student Learning and Success</b> for review and approval and placed in the personnel file. If the unit member so chooses, the unit member may submit a written response to the Team Evaluation Form and, if any, the Development Plan Form. The unit member must submit the response within ten (10) calendar days of the meeting with the Evaluation Team. The unit member’s written response will be attached to the Team Evaluation Form or the Development Plan Form and included in the unit member’s personnel file. At the request of the unit member or the majority of the Evaluation Team, a third observation can be held in the spring semester. The third observation will be conducted by the Evaluation Team member that did not do a fall observation.</p>
By March 15:	<p><b>Notification of Non-renewal (if applicable)</b></p> <p>If the unit member’s contract is up for renewal in that year and will not be renewed, the unit member will be notified of the non-renewal.</p>
By Week 15:	<p><b>District Administers Student Feedback Forms</b></p> <p>The District will administer <b>Student Feedback Forms</b>. The data from the Spring feedback forms will be utilized for the subsequent year evaluation in years two, three, and four (in addition to the data from the Fall feedback forms in those years).</p>
By Week 16:	<p><b>Optional Third Observation Held</b></p> <p>The optional third observation should be performed within the spring semester, not to exceed Week 16. The optional third observation will not change the Team Evaluation Form or Development Plan Form, nor the Evaluation Team’s recommendation on continued employment for the current year. The optional third observation held in years one, two, or three of the tenure track may be factored into the subsequent year evaluation at the discretion of the subsequent year’s Evaluation Team.</p>

#### 7.5.4 Evaluation Outcomes

The outcome of the first-, second-, and third-year evaluation may be Satisfactory, Needs-to-Improve, or Unsatisfactory. The outcome of the fourth-year evaluation must be either Satisfactory or Unsatisfactory.

By February 20 of the Spring semester of the fourth probationary year there must be a team recommendation of: 1) a Satisfactory evaluation to recommend granting tenure; or 2) of an Unsatisfactory evaluation to recommend denying tenure.

Note that for all evaluation outcomes, the evaluation is not determinative of whether a probationary unit member will receive an additional contract or be granted tenure. The District may not renew a probationary unit member's employment regardless of the evaluation outcome and the recommendation of the Evaluation Team.

- a. **Satisfactory** (meets or exceeds expectations) in all criteria categories: If the Evaluation is satisfactory in all areas, the member will be recommended for an additional contract as follows:

At the end of the first probationary year, this contract will be a one-year contract.

At the end of the second probationary year, this contract will be a two-year contract.

At the end of the fourth probationary year, this contract will grant tenure.

- b. **Needs-to-Improve**: If the Evaluation Team recommends that the member needs to improve due to deficiencies in one or more areas on the **Evaluation Team Form**, the member will be recommended for an additional contract and a plan for corrective action will be provided by the Evaluation Team in the **Development Plan Form**. Following the Development Plan does not guarantee a subsequent Satisfactory Evaluation.
- c. **Unsatisfactory**: If the Evaluation is unsatisfactory during any year due to deficiencies in one or more areas on the **Evaluation Team Form**, the member will not be recommended for continued employment with the District.

### 7.6 Part-Time Faculty (Credit/Noncredit)

#### 7.6.1 Evaluation Team

The unit member shall be evaluated by the Evaluation Team which consists of an administrator (typically the supervising dean) and one permanent faculty member who is, to the extent feasible, a specialist in the subject area in which the unit member teaches or is assigned in a subject area reasonably related to that in which the unit member teaches or is assigned. The dean in consultation with the Chair will select the permanent faculty member. For areas that do not have a Chair, the area Coordinator will serve in place of the Chair.

**7.6.2 Frequency**

- a. The unit member shall be evaluated during the first, third, and sixth semesters of employment. Either the peer evaluator, supervising administrator, or unit member being evaluated may request that the unit member also be evaluated during other semesters. The evaluator should be different the following semester.
- b. Unit members who achieve Junior ETUM status shall then be evaluated once every five (5) semesters, beginning with the fifth semester after achieving Junior ETUM status.
- c. Unit members who achieve Senior ETUM status shall then be evaluated once every six (6) semesters, beginning with the fourth semester after achieving Senior ETUM status.
- d. Per Title 5 regulations, Child Development Program teachers must be evaluated every academic year.
- e. Part-time unit members may be subject to an additional evaluation at any time if one or more situations warrant off-schedule evaluation, including but not limited to:
  - i. an unsatisfactory evaluation in the previous cycle;
  - ii. a decline in performance since the last evaluation;
  - iii. concerns related to the unit member’s work performance which arise from student feedback data outside of an evaluation semester when such concerns are raised by more than one student or indicate a pattern of behavior by the unit member;
  - iv. a written student complaint form is presented to the District; or
  - v. reasonable request from the unit member.

**7.6.3 Timeline**

Deadlines for each item are the end of the week listed. Weeks listed are instructional weeks in the semester.

By Week 2:	<b>Unit Member Notified of Evaluation</b> The District will notify the unit member that it is an evaluation semester.
By Week 4:	<b>Supervising Administrator Selects Peer Evaluator</b> The supervising administrator will select a peer evaluator to observe one class.

By Week 6:	<p><b>Unit Member and Evaluation Team Meet</b></p> <p>The supervising administrator, peer evaluator, and unit member meet to discuss the evaluation process.</p>
By Week 12:	<p><b>Unit Member Completes Teaching Portfolio, If Applicable, and Submits Evidence in Response to a Development Plan, If Any</b></p> <p>For the sixth-semester evaluation prior to achieving Junior ETUM, the unit member must complete the <b>Teaching Portfolio</b> and submit it to the supervising dean.</p> <p>The unit member shall submit to the Evaluation Team any evidence in response to a Development Plan if one was established in the previous year.</p>
By Week 15:	<p><b>District Administers Student Feedback Forms and Evaluator Observes Class</b></p> <p>The District will administer <b>Student Feedback Forms</b>.</p> <p>The peer evaluator will complete the classroom visit. The unit member must complete a <b>Class Observation Plan</b> and submit it to the Evaluation Team one week prior to classroom visit, along with the syllabus and sample assessment tool.</p>
By Week 16:	<p><b>Team Completes Team Evaluation Form and any Development Plan Form</b></p> <p>The peer evaluator will complete the <b>Team Evaluation Form</b> and submit it as a recommendation to the supervising administrator. The supervising administrator will consult with the peer evaluator and review and finalize the evaluation including the <b>Development Plan</b> if needed.</p>
By last day of final exams:	<p><b>Unit Member and Team Meet to Review Evaluation</b></p> <p>The peer evaluator and the supervising administrator will meet with the unit member to review the evaluation. Afterwards, the <b>Team Evaluation Form</b>, along with the Class Observation Plan, Class Observation form, the Online Faculty Evaluation Form (for distance education courses), any applicable specialty forms, Student Feedback data, and, if applicable, the Teaching Portfolio and/or Development Plan will be submitted to the <b>Assistant Superintendent/Vice President of Student Learning and Success</b> for review and approval and placed in the personnel file. If the unit member so chooses, the unit member may submit a written response to the Team Evaluation Form and, if any, the Development Plan Form. The unit member must submit the response within ten (10) calendar days of the meeting with the Evaluation Team. The unit member's written response will be attached to the Team Evaluation Form or the Development Plan Form and included in the unit member's personnel file.</p>

#### 7.6.4 Evaluation Outcomes

##### a. Part-Time Pool Members and Expedited Hires

- i. **Satisfactory** in all criteria categories: The evaluation is deemed complete. A satisfactory evaluation will result in a recommendation of continued employment.
- ii. **Unsatisfactory**: If the evaluation is unsatisfactory due to deficiencies in one or more areas on the Evaluation Form, the Evaluation Team will not recommend the member for continued employment with the District. Pursuant to Article 6, the District may remove the unit member from the temporary hiring pool or place the unit member on a plan for corrective action in the **Development Plan Form**, which the unit member shall be expected to implement during the following semester of assignment. If two evaluations during the six-semester period toward attaining Junior ETUM are unsatisfactory, the unit member will be removed from the hiring pool.

##### b. ETUM

- i. **Satisfactory** in all criteria categories: The evaluation is deemed complete. A satisfactory evaluation will result in a recommendation of continued employment.
- ii. **Unsatisfactory**: In the event of an unsatisfactory evaluation, the unit member should be reevaluated the following semester by a different evaluator. ETUMs who receive an unsatisfactory evaluation due to deficiencies in one or more areas on the Evaluation Form shall be provided a plan for corrective action in the **Development Plan Form**, which the ETUM shall be expected to implement during the following semester of assignment. The receipt of two (2) unsatisfactory evaluations within a six (6) semester period shall result in the loss of ETUM status.

#### 7.7 Community Education (Not-for-Credit) Instructors

##### 7.7.1 Evaluator

The unit member shall be evaluated by an administrator.

##### 7.7.2 Frequency

- a. The unit member shall be evaluated during the first or second term of employment. Thereafter, the unit member shall be evaluated once every three years. Either the supervising administrator or unit member being evaluated may request that the unit member also be evaluated during other terms.

- b. Community Education instructors may be subject to an additional evaluation at any time if one or more situations warrant off-schedule evaluation, including but not limited to:
  - i. an unsatisfactory evaluation in the previous cycle;
  - ii. a decline in performance since the last evaluation;
  - iii. concerns related to the unit member’s work performance which arise from student feedback data outside of an evaluation semester when such concerns are raised by more than one student or indicate a pattern of behavior by the unit member;
  - iv. a written student complaint form is presented to the District; or
  - v. reasonable request from the unit member.

**7.7.3 Forms**

Community Education evaluations will use only the forms listed in the timeline below.

**7.7.4 Timeline**

Deadlines for each item are the end of the week listed. Weeks listed are instructional weeks in the term.

By Week 2:	<b>Unit Member Notified of Evaluation and Observation Date</b> The District will notify the unit member that it is an evaluation term and on what date the observation will be held.
One week prior to the observation:	<b>Unit Member Submits Class Observation Plan and Evidence in Response to a Development Plan, If Any</b> The unit member must complete a <b>Class Observation Plan</b> and submit it to the evaluator one week prior to classroom visit, along with the syllabus. Instead of submitting a syllabus and sample assessment tool, as stated on the <b>Class Observation Plan</b> form, the unit member may describe how they check for learning and understanding, or submit other documentation as applicable for the class. The unit member shall submit to the evaluator any evidence in response to a Development Plan if one was established in the previous evaluation.
By the end of term:	<b>Evaluator Observes Class</b> The evaluator will complete the classroom visit.



<p>By two weeks following the end of term:</p>	<p><b>District Administers Student Feedback Forms; Evaluator Completes Evaluation Form and any Development Plan Form; and Sends Evaluation to Unit Member</b></p> <p>The District will administer <b>Student Feedback Forms</b>. The evaluator will complete the <b>Community Education Evaluation Form (F.7.JJ)</b> including the <b>Development Plan</b> if needed. The evaluator will send the unit member the evaluation. Upon the unit member’s request, the evaluator will discuss the evaluation with the unit member. Afterwards, the <b>Community Education Evaluation Form</b>, along with the Class Observation Plan, Class Observation form, any applicable specialty forms, Student Feedback data, and, if applicable, the Development Plan will be submitted to the <b>Assistant Superintendent/Vice President of Student Learning and Success</b> for review and approval and placed in the personnel file. If the unit member so chooses, the unit member may submit a written response to the Community Education Evaluation Form and, if any, the Development Plan Form. The unit member must submit the response within ten (10) calendar days of the meeting with the evaluator. The unit member’s written response will be attached to the Community Education Evaluation Form or the Development Plan Form and included in the unit member’s personnel file.</p>
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**7.7.4 Evaluation Outcomes**

- a. **Satisfactory** in all criteria categories: The evaluation is deemed complete. A satisfactory evaluation will result in a recommendation of continued employment.
- b. **Unsatisfactory**: If the evaluation is unsatisfactory due to deficiencies in one or more areas on the Evaluation Form, the administrator will not recommend the member for continued employment with the District. The District may terminate the unit member’s employment or place the unit member on a plan for corrective action in the **Development Plan Form**, which the unit member shall be expected to implement during the following term of assignment.

**7.8 Personnel Files**

**7.8.1 One Official Personnel File**

There shall be one personnel file for each unit member, which shall be maintained by Human Resources.

### **7.8.2 Personnel File Access and Review**

Access to personnel files shall be limited to authorized District personnel and District representatives. Personnel files and their contents may be released as required by law, a judicial order, or a lawfully-issued subpoena.

Pursuant to Education Code section 87031 and Labor Code section 1198.5, personnel files are available for inspection by the unit member or by a representative authorized in writing by the unit member. Such inspections must occur during normal District business hours, outside of the unit member's assigned hours, and within five working days of the unit member's request (for current employees; former employees' access is pursuant to applicable law). Upon written authorization of the unit member, Human Resources shall release information and/or forward specified documents from the unit member's personnel file to parties the unit member designates.

The unit member (and his/her/their representative) does not have the right to review ratings, reports, or records that:

- a. Were obtained prior to the unit member's employment;
- b. Were prepared by identifiable committee members before or after employment;
- c. Were obtained in connection with a promotional examination; or
- d. Are otherwise excluded by law.

### **7.8.3 Information of a Derogatory Nature**

- a. There shall be one personnel file for each unit member, which shall be maintained by Human Resources. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice of such information and an opportunity to review the document(s).
- b. A unit member shall have the right to have attached to any derogatory statement, the unit member's written comments submitted within ten (10) calendar days. Review of derogatory statements shall take place during normal business hours, and a non-instructional unit member shall be released from assigned hours for this purpose.
- c. A unit member shall have the right to enter information into her/his/their personnel file reasonably related to his/her employment status subject to reasonable limitations of size, number and relevance.
- d. The District shall not take adverse action against a unit member based upon documents which are contained in the unit member's personnel file unless the materials were placed

in the file within ninety (90) working days of the date when the District knew of the event giving rise to the documents. The time for placing materials in a file as set out above shall be tolled during such time as a matter is under investigation or review.

**7.8.4 Child Development Program Personnel File**

In addition to the personnel file kept in Human Resources, unit members assigned to the Child Development Program are required by Title 22 to have a copy of the following on file in the classroom where they are assigned:

- a. Fingerprint and criminal record clearance;
- b. Signed statement of child abuse reporting requirements;
- c. Signed statement of personnel rights;
- d. Copy of TB test clearance (updated as required by law);
- e. Doctor's clearance to work with children.

## ARTICLE 8: WORKLOAD

### 8.1 Work Week: Permanent/Probationary Full-Time Unit Member

The work week shall be Monday through Saturday (nursing faculty may have Sunday clinical/preceptorship assignments with their consent). The work week for a permanent/probationary credit and noncredit full-time unit member shall be considered to be thirty-seven and one-half (37.5) hours, with hours to be specifically assigned are stated below. The unassigned hours shall include course preparation and professional service duties.

Full-time non-instructional unit members other than counselors and librarians shall be assigned no more than thirty-seven and one half (37.5) hours per week. Management, after consultation with unit members and to the extent feasible, shall attempt to accommodate unit members' reasonable preferences when determining the assignments. Counselors, librarians, and school nurses shall have assigned time as follows:

- a. **Counselors.** See below.
- b. **Librarians.** Permanent/probationary full-time librarians shall be assigned no more than nineteen (19) hours per week for student contact, which shall include fifteen (15) hours of reference and four (4) office hours per week based on a full-time load equivalent of fifteen (15) units. The work year for librarians shall be the academic year, except in the special case of certificated duties extending beyond the regular semester as an Extended Work Year.
- c. **School Nurses.** Permanent/probationary full-time school nurses' work year shall be the 175 days of the academic year.

#### 8.1.1 Professional Duties.

As part of the work week, a permanent/probationary unit member is expected to perform professional service duties which may include, but are not limited to: periodic program review/revisions; curriculum development; course revision and updates; updating curricular materials; meeting accreditation requirements; managing class rosters; submitting final grades on time; responding to requests for academic information; attending applicable meetings both on and off campus (committees, outreach to the community).

- a. **Librarians.** Additional professional duties for librarians may include, but are not limited to: meeting with instructors to support inclusion of information literacy and research into their curricula, developing the library collection, preparing for information sessions to classes in and out of the library, organizing public events, and other functions that are appropriate for library faculty.

- b. **Counselors.** Additional professional duties for counselors may include, but are not limited to, the duties outlined below for counselors.
- c. **Nursing Faculty.** Additional professional duties for nursing faculty may include, but are not limited to, the duties outlined below for nursing faculty.
- d. **Faculty Hiring.** A unit member shall not be required to participate in faculty hiring procedures or on selection committees. Unit members who voluntarily agree to serve on selection committees must complete the District's mandatory selection committee training requirements.

**8.1.2 Full-Time Unit Members' Schedule**

Full-time unit member assignments shall be scheduled for no fewer than four (4) days per week (unless otherwise arranged by management for educational reasons) and no more than five (5) days per week.

**8.2 Teaching Load**

(8.A Full-Time Faculty Assignment Request Form and 8.B Stipend and Part-Time Noninstructional Assignment Request Form)

**8.2.1 Definition.** The load of a permanent/probationary credit and noncredit full-time unit member shall be 14-16 teaching units (or their equivalent) for each of two (2) semesters, in conformity with the academic calendar, not to exceed one hundred seventy-five (175) days.

- a. **Independent Study Offerings.** A unit member may elect (without additional compensation) to provide instructional supervision to students on an individualized basis for the purpose of completing Independent Study 249 ABC offerings.

**8.2.2 Annual Load Determination.** Annual load shall be determined at first census in the Spring semester. For each full-time permanent/probationary unit member the number of teaching units per year shall be 30 units, plus or minus one-half (0.5) teaching unit. The base is 30 units and the plus or minus 0.5 shall operate as if it were rounded. Up to 30.5 units, no overload shall be paid. Beyond 30.5, an overload shall be paid above the base of 30. Down to 29.5 units, no salary shall be lost. Below 29.5, annual salary shall be reduced by the percentage below the base of 30 units.

- a. **Roll over" of Units.** If a unit member is between 15 and 16 units in the fall semester and shall carry 14 units in the Spring semester, the unit member may carry over (roll over) up to one (1) unit from the Fall semester for the purpose of meeting the full load unit requirements for the contract year. For other load configurations that would result in an overload in the Fall, but not meet the annual overload requirement (above 30.5), a unit

member may roll over up to one (1) unit from the Fall semester to avoid having to return any overpayment in the spring.

- b. Reassigned Time/Reduced Load.** Any reassigned time or reduced load, when added to the teaching assignment, must equal 30 units plus or minus one-half (0.5) unit per academic year.
- c. Sabbatical Leave.** A unit member on sabbatical shall be considered teaching 15 units in the semester(s) of the leave. If on sabbatical for only one-half of the academic year, the other semester should comply with a 29.5 unit annual minimum (14.5 units or more per semester).
- d. Hour/Class Time Requirement.** In no instance shall more than seventy-five (75) minutes of class time per week be required for one (1) instructional unit in laboratory classes, nor shall more than fifty (50) minutes per week be required per one (1) instructional unit in lecture classes.
- e. Semester, Overload, and Intersession Assignments.** One (1) instructional unit in a lecture class shall equal a minimum of sixteen (16), fifty (50) minute hours or eight hundred (800) total minutes and shall not exceed seventeen and a half (17.5), fifty (50) minute hours or eight hundred seventy-five (875) minutes.

**8.2.3 Overload Unit(s)** All teaching units above 15 for the semester or above 30 for the year shall be overload.

### 8.3 Office Hours

#### 8.3.1 Full-Time and Part-Time Unit Member (Credit and Noncredit)

- a. Regular Office Hours (Form 8.C).** Credit and non-credit unit members teaching in-person, online, or hybrid courses in semester programs or during intersession shall hold office hours each week when they will be available for consultation with students. A minimum of 50% of the required office hours shall be held in their offices of the unit member, and a maximum of 50% of the required office hours may be held virtually, using synchronous communication technologies. Minimum required office hours per week of instruction are as follows:

Assigned Teaching Units	No. of Expected Office Hours Per Week of Instruction
0.1 to 3.0	One (1)
3.1 to 6.0	One and one-half (1.5)
6.1 to 9.0	Two (2)
9.1 to 12.0	Three (3)

12.1 to 15.0	Four (4)
15.1 to 18.0	Five (5)
18.1 to 21.0	Six and one-half (6.5)
21.1 to 24.0	Seven (7)

- b. Each unit member shall post outside his/her/their office, online, and in course materials, the office times when the unit member shall be available to meet with students, and provide written verification of scheduled office hours to the respective supervising manager.
- c. Office hours are not counted in the 67% load restriction (under the Education Code) for temporary part-time instructors.

**8.3.2 Assignment to More than One Location.** Any unit member who is assigned to more than one location shall conduct office hours at the worksite of the member’s major assignment for that day. Notice of office hours and their location shall be posted outside each office.

**8.4 Union-District Workload Committee**

**8.4.1 Union-District Workload Committee Responsibilities.** The Union-District Workload Committee (UDWC) shall be composed of four (4) members, two (2) appointed by UPM and two (2) appointed by the District. The UDWC shall be charged with the following responsibilities:

- a. Review all applications for UDWC Category II, III (except chair), V, and VI, such as for overloads, reassigned time, reduced load, and/or stipends. The UDCW shall recommend to the Superintendent/President all applications that meet the criteria and to the extent funding is available.
- b. Review full-time assignments that include: UDWC Category I-VI non-instructional assignments; overloads; reassigned time; stipend assignments; phased-in retirement; or reduced load. (Forms 8.A and 8.B)
- c. Review part-time assignments that include: UDWC Category I-VI non-instructional assignments or stipend assignments. (Form 8.B)
- d. Interview faculty and make award recommendations for Category VI “Personal and Institutional Development” activities.
- e. Review and recommend teaching units and/or service hour values for new courses/assignments, and for modifications of existing course teaching unit allocations and/or service hour values.

- f. Review and recommend class size maximums pursuant to Article 10.
- g. Review and, when appropriate, approve or deny departments’ requests to designate “Specialty Skills” courses (Article 6).
- h. Review and, when appropriate, approve unit member requests for Extended Work Years.
- i. Apply selection criteria, interview faculty at its discretion, and recommend applicants for coordinating positions.

**8.4.2 Eligibility of Unit Members for UDWC Funding Category Assignments.**

Permanent/probationary unit members are eligible to apply for UDWC funding category assignments. Temporary unit members are eligible for UDWC funding category assignments if they are employed for the equivalent of .40 FTE/semester. This requirement shall be waived if the temporary unit member has expertise otherwise unavailable to the District.

**8.4.3 Funding Categories and Activities for Overload, Reassigned Time, and Stipend.**

All requests for assigned time, overload, reassigned time, or stipends (Forms 8.A and 8.B) shall correspond with categories of activities and compensation as follows:

<b>Category</b>	<b>Definition</b>	<b>Available Units or Stipend</b>	<b>Selection Criteria</b>
<b>I: UPM</b>	All activities that are conducted as UPM work with reassigned time or overload.	Negotiated by UPM and the District and provided for in Article 13.12.	At UPM’s discretion for eligible unit members.
<b>II: Externally-Funded</b>	Activities that are available through an externally-funded grant or other source.	Determined by the amount of the externally-funded grant or source.	All requests shall be evaluated each semester using criterion #1.
<b>III: Ongoing</b>	Activities of two or more semesters’ duration, including, but not limited to department chair and coordinator duties.	Negotiated by the UDWC and/or in the collective bargaining process.	All requests, except department chairs and coordinators, shall be evaluated each semester or year using criteria #1 - #5.



<u>Category</u>	<u>Definition</u>	<u>Available Units or Stipend</u>	<u>Selection Criteria</u>
<b>IV: Academic Senate – Officer and Chair Positions</b>	Activities that include faculty serving as President or officers of the Academic Senate or as chairs of the Curriculum Committee or Academic Standards Committee.	Ten (10) teaching units per semester.	At the Academic Senate’s discretion for eligible unit members.
<b>V: Academic Senate – Accreditation, Teaching and Learning, Programs, Etc.</b>	Activities that are within the purview and responsibility of the Academic Senate, such as those related to accreditation, teaching and learning, student learning outcomes, and other faculty-led or co-led activities. Additional calls will not be approved for Academic Senate activities. Ongoing normal professional duties are specifically excluded from this category.	Up to fifteen (15) teaching units per semester.	Assignments shall be offered through UDWC calls for requests. Requests shall be evaluated each semester using criteria #1-6.
<b>VI: Personal or Institutional Development</b>	Special projects and/or activities in this category shall include the following, which shall be awarded for one or two semesters: <ul style="list-style-type: none"> <li>• Institutional Research and Development Grants;</li> <li>• District-Directed Initiatives.</li> </ul> Ongoing normal professional duties are specifically excluded from this category.	<ul style="list-style-type: none"> <li>• Institutional Research and Development Grants – up to \$140,000 per year.</li> <li>• District-Directed Initiatives – funded at the District’s discretion.</li> </ul>	All requests shall be evaluated each year using criteria #1 - #7. IR&D Grants shall be scored and ranked. Those with a total score of thirty-five (35) or more points shall be voted upon in ranked order.

**8.4.4 Personal and Institutional Development.** Category VI, Personal and Institutional Development, shall include the subcategories identified below, but shall not include ongoing normal professional duties. Any funds not allocated by UDWC or the District shall not roll over to the next fiscal year.

- a. Institutional Research and Development (IR&D) Grants:** The District shall provide funding of up to one hundred and forty thousand dollars (\$140,000) per academic year for IR&D projects. Funding shall be provided in the form of units, hours paid at the stipend rate, and/or expense reimbursement. Grants are for up to one year in length, to be used for the exclusive purposes of evaluating and developing new curricula deemed feasible (as opposed to course preparation for current curricula); evaluation and improvement of instructional effectiveness; improving student learning; increasing student enrollment and retention; and encouraging the adoption of instructional, learning or technical innovations. Grant applications (Form 8.D Institutional Research & Development Grant Application) must be detailed and thorough, including requested pay and expenses. Applications must specify work to be performed for the requested units/hours.

Grant applications for Fall semester or year-long grants are due to UDWC no later than March 1 of the prior year. Grant applications for Spring semester grants are due to UDWC no later than September 1 of the prior semester. Within four weeks following each deadline, UDWC will review applications and award grants for a total of up to sixty percent of the annual allocation for Fall or year-long grant applications, and up to the remainder of the annual allocation for Spring. Grant applications may request units and/or funds for expenses. Each grant application may request up to three (3) units or up to forty (40) hours paid at the stipend rate per unit member for each semester, and up to five thousand (\$5,000) total for expenses. Applications may include multiple unit members (pay maximum is per unit member, not per application; expense reimbursement maximum is total per application). UDWC may approve lower units/hours than requested.

IR&D Grants are non-transferable. Funds expended for personnel services and equipment shall be limited to those line items and amounts specified in the grant as approved by the UDWC. Budget revisions require UDWC approval.

- b. District-Directed Initiatives:** The District at its discretion may provide funding for District-directed initiatives it proposes. There is no dollar amount limit on the award for a project. Funding may be provided in the form of units, hours paid at the stipend rate, and/or expense reimbursement, depending on the District's needs for the project.

**8.4.5 Criteria Used to Evaluate Applications.** UDWC shall evaluate applications using some or all of the following criteria with points awarded using the scale indicated:

- 1. Mandatory criteria that every application must meet to be approved:**
  - a.** The proposed cost and probable availability of personnel, equipment, supplies and/or operational support will be available.
  - b.** The project activities will not adversely affect the discipline or department budget, facilities or schedule.
  - c.** The applicant has adequate experience and/or training to carry out the proposed project.
  - d.** The applicant has notified the department chair of the application.
  - e.** Compensation is commensurate with the scope of work. If not, UDWC may approve lower units/hours than requested. This criterion does not apply to externally-funded activities (Category II) where the District is not providing funding.
  - f.** The unit member is not receiving compensation or funds from other sources for the same work/project. This criterion does not apply to externally-funded activities (Category II) where the District is not providing funding.
- 2.** The problem or need addressed has been adequately thought out and described (0-10 points).
- 3.** The problem or need addressed is in support of one or more of the college's goals and objectives (0-7 points).
- 4.** The project activities are likely to contribute to instructional effectiveness (0-10 points).
- 5.** The project activities are likely to increase student learning and/or retention (0-10 points).
- 6.** The project activities are likely to encourage the adoption of instructional, learning or technical innovation(s) at the discipline, department and/or instructional levels (0-7 points).
- 7.** Number of years since last award to recipient: 5 years or never awarded = 5 points; 4 years = 4 points; 3 years = 3 points; 2 years = 2 points; 1 year = 1 point; less than 1 year = 0 points.

**8.4.6 Application Recommendations.** The UDWC shall make one of the following recommendations based on majority decision for applications for overload, reassigned time, reduced load, or stipend:

- a. Approve – UDWC will forward recommendations for approval to the Superintendent/President.
- b. Request revision of application – UDWC may recommend the applicant revise their application. UDWC will inform the applicant of its reasoning for the request.
- c. Deny – UDWC may deny applications. If UDWC does not, by majority decision, approve or decide to request revision of an application, the application shall be denied. Upon the request of a unit member whose application is not approved, UDWC will provide an explanation.

**8.4.7 Agreement: Assigned Time, Overload, Reassigned Time, & Stipend.** Upon the submission of the request for overload, reassigned time or stipend for Categories II, V, and VI, the unit member agrees to the following:

- a. To deliver/produce the final product or outcome that is for the department, discipline, and/or District, as described in the request.
- b. To meet the deadline by which the final product or outcome is to be delivered/produced. Following a written request by the grant recipient, the UDWC may extend the delivery date cited in the initial agreement. An extension of the delivery date shall not result in additional compensation.
- c. If the unit member fails to produce the final outcome or product at the time specified, the unit member must repay to the District of all monies received. Repayment shall be made through salary deductions at the rate of the original payments. Subject to approval by the UDWC, in lieu of repayment, the individual may work with no additional compensation for up to one additional semester to complete the work. If the unit member fails to complete the work in this additional time, the unit member must repay monies received as above. The recipient shall be ineligible for any overload, reassigned time or stipend until successful completion or repayment.
- d. Untimely completion may result in limited future eligibility for overload, reassigned time, or stipends.

## **8.5 Overload**

**8.5.1 Regular Overload.** A regular overload is a voluntary assignment of a permanent/probationary unit member to additional duties within the regular scope of work.

**8.5.2 Other Overload.** All other overloads are voluntary assignments of a permanent/probationary unit member beyond those required of a full-time unit member in those areas. These assignments include duties performed in connection with instructional grants, and all other UDWC funding category activities.

**8.5.3 Overload Limits.**

- a. Completion of Full-Time Assignment Sheets and Allocation of Overload.** The District shall allocate load and overload by completing full-time faculty assignment sheets and counting units toward load in the following order:
  - i.** For instructional faculty:
    - 1.** Classes in the order of highest unit allocation first;
    - 2.** Non-instructional assignments in the order of highest unit allocation.
  - ii.** For non-instructional faculty:
    - 1.** Workload in their regular assignment;
    - 2.** Non-instructional assignments outside their regular assignment in the order of highest unit allocation first; Instructional assignments in the order of highest unit allocation first.
- b. Maximum Regular Overload Limit.** The maximum regular overload for permanent/probationary unit members shall be one (1) class, three (3) units, or twenty percent (20%) of a full-time load per semester, whichever is greater.
- c. Maximum Other Overload Limit.** The maximum number of other overload assignments per semester shall not exceed the equivalent of six (6) units or forty percent (40%) of the full-time load per semester, except as provided in Section 13.12. However, in no case shall a permanent/probationary unit member receive a combination of regular and other overload (regardless of funding source) that exceeds the equivalent of nine (9) units, except as provided in Section 13.12.
- d. Exceptions to Overload Limits.**
  - i.** Assignments outside the defined work year, such as intersession assignments, and substitute assignments within the work year shall not count toward overload limits.

- ii. A regular overload of more than one (1) class, three (3) units, or 20% of a full-time load per semester (whichever is greater), may be allowed by the District only for a limited period when course coverage or other services cannot reasonably be provided otherwise.
- iii. If a unit member's assignment exceeds the limit on overload units by less than one teaching unit or its equivalent, the assignment shall be deemed to comply with overload limits.

#### **8.5.4 Non-instructional Overload, Intersession, and Temporary Hour to Unit Formula.**

Non-instructional overload, intersession, and part-time assignments including, but not limited to, librarians and school nurses employed during a semester, shall be computed at the following rate: Hours to be worked divided by total semester hours per unit (43.75), equals the number of units of the assignment. This section does not apply to counselors.

### **8.6 Intersession Assignment**

An intersession assignment is a voluntary assignment during an authorized intersession. Except for the special circumstances regarding courses and other duties extending beyond the regular semester as defined in Section 8.8 (Extended Work Year), this assignment is outside the regular assignment and may occur only for a period between the last day of the spring semester and the first day of the following fall semester, or between the last day of the fall semester and the first day of the following spring semester or during the unassigned hours of a unit member working a fiscal year. It shall not include activities such as field trips which take place during the intersession period but which are part of a course taught during the regular academic year. In advance of the intersession scheduling deadline, and prior to the assignment of intersession work, department chairs shall distribute a notice of the proposed intersession schedule to all permanent/probationary unit members who meet minimum qualifications. Department chairs shall accept requests for intersession assignments. If the number of permanent/probationary applicants exceeds the number of available unit assignments, intersession assignments shall be awarded on a rotational basis to permanent/probationary unit members regularly assigned to that department or service. The remaining unassigned intersession units shall be filled at the District's discretion.

### **8.7 Permanent Unit Member - Reduced Load**

**8.7.1 Reduced Load.** A reduced load requested for professional or personal reasons may be granted to a permanent unit member (Form 8.E Reduced Load Application form). Reduced loads granted by the District in connection with a disability-related reasonable accommodation or other legal duty to provide a reduced load shall not be subject to the provisions of this section except that salary and benefits on reduced load shall comply with the terms of this section. Unit members wishing to have a reduced load with no pay (no assignment and no use

of banked units) may apply for unpaid leave under Article 5.

**8.7.2 Salary and Benefits on Reduced Load.** Unit members' salary shall be reduced proportionate to the reduction in load. The District's fringe benefits under Article 4 shall continue in full as permitted by the insurance carrier, and the unit member shall advance on the salary schedule unless a permanent unit member elects a reduced load to less than sixty percent (60%) in one (1) year, in which case District benefits and advancement on the salary schedule shall be reduced proportionately.

**8.7.3 Minimum Unit Load.** A unit member must be assigned a minimum of eighteen (18) units per year, or nine (9) units if the reduction is for one (1) semester; however, a reduction to less than sixty percent (60%) shall be for no more than two consecutive fall/spring or spring/fall semesters.

**8.7.4 Application for Reduced Load.** A permanent unit member shall apply to the UDWC for reduced loads (Form 8.E Reduced Load Application form). Requests should be submitted to the department chair or manager at least four (4) weeks prior to the deadline date for chairs to submit scheduling materials to the dean for the semester in which the proposed leave would occur. UDWC may waive this deadline at its discretion for special circumstances.

**8.7.5 Criteria for Granting Requests for Reduced Load.** UDWC shall consider requests for reduced loads on a case-by-case basis, and may, by majority vote, recommend reduced loads to the supervising Vice President based on the following criteria:

- a. Reduced loads not exceeding three (3) units, one course, or 20% of non-credit or noninstructional load shall be approved if the criteria in subsections c and d are met.
- b. Requests in excess of 20%, shall require demonstrated need in at least one of the following categories, 1) personal necessity (which may include medical reasons; unit members may also or instead seek an accommodation for medical conditions from the District under Article 26), 2) educational, 3) financial, and/or 4) job-sharing.
- c. The District must be able to secure reliable part-time coverage or to leave the assignment vacant, at the District's discretion, for the classes the unit member is not teaching (instructional faculty) or the time the unit member is not working (non-instructional faculty). The unit member requesting reduced load must discuss this with the chair and supervising administrator prior to submitting the request to UDWC to ensure coverage can be secured if necessary, or that coverage is not necessary as determined by the supervising administrator after consultation with the chair.
- d. Unit members may be on reduced load for up to two years. UPM and the District may extend or waive this time limit in cases of serious personal hardship. Unit members wishing to request an extension or waiver should contact UPM.

**8.7.6 Reduced Load for Non-Instructional Unit Members.** Non-instructional unit members may, subject to the limitations and criteria in this article, reduce their workload by selecting a single block of consecutive dates or specific dates and/or times within a semester (or fiscal year assignment) equivalent to the permissible reduced load for instructional faculty.

**8.7.7 Denial of Reduced Loads.** Upon the request of a unit member whose application is not approved, UDWC will provide an explanation.

## **8.8 Extended Work Year**

All unit members may perform unit work outside the 175 days of the academic year as part of the unit member's regular load, subject to the following conditions:

- the course or other unit work commences in the regular semester and at least 75% of the course or duty takes place during the regular semester;
- compensation for that part of the course or duty that goes beyond the regular semester shall be at the same rate as provided for service during the 175 days of the academic year; and
- the work is accepted by the unit member on a strictly voluntary basis.

In no case shall the provisions of this section contravene the work year provisions for counselors or for coaches, nor shall it affect the current practice with regard to field-trips that are held outside the semester but are part of a regular semester course.

## **8.9 Lecture/Laboratory for Credit/Noncredit Course Workload**

**8.9.1 Operational Definitions.** The following operational definitions shall be used in the assignment of credit courses teaching units and/or service hour values:

### **Category A: Lecture**

The presentation of course content in a classroom under supervision of the instructor of record. The course content, in accordance with the official course outline, may be complemented by discussion, presentations, role playing, small group activities and field trips. Lecture may stand alone without any attached lab experience.

### **Category B-1: Studio**

The presentation of course content in a studio setting under the direct supervision of the instructor. Students are expected to prepare for and engage in theatrical or fine arts assignments, which are discussed, critiqued and monitored continuously by the instructor. Instructor supervised demonstrations and performances are designed to assist the student in reaching a satisfactory level of skill through repeated exercises.

### **Category B-2: Laboratory**



The presentation of course content in a laboratory setting under direct supervision of the instructor of record. Students are expected to prepare for upcoming lab sessions. Students are performing experiments and recording results in lab reports. Generally, experiments are not repeated for skill building. Laboratory exists as an integral part of the course for proof of learning and may or may not be taken in conjunction with the lecture component of the class.

**Category B-3: Math Lab and Reading and Writing Lab**

Instructors provide one-on-one and small group instruction for students in the math laboratory and Reading and Writing Lab. Students learn via working in small groups with other students and one on one with the instructor.

**Category C: Practicum**

The presentation of course content in a practicum or clinical setting, under direct supervision of the instructor of record. Students may be directed to the use of media, computer technology or patient experience. Students may proceed at the direction of the instructor or preceptor at his/her/their own pace for advancement to a higher level within the course content. Students not involved in independent activity may be involved in direct one on one communication with the instructor of record. Practicum is where students require a high amount of practice with instructor supervision to reach the level of skill required for specific courses within the discipline.

**Category D: Activity**

The presentation of course content in an activity setting under direct supervision of the instructor of record. The student participates, under continuous direction, monitoring and correction by the instructor, in course activities to enhance psychomotor skills. Activity is where the student participates with the instructor acting as leader and/or facilitator of the activity.

**8.9.2 Lecture/Laboratory Unit Values:** The following lecture/laboratory unit values shall be used in the assignment of teaching units and/or service hour values:

**Category A:** One Hour = 100% of a teaching unit

**Category B1:** One Hour = 83% of a teaching unit

**Category B2:** One Hour = 83% of a teaching unit

**Category B3:** One Hour = 75% of a teaching unit

**Category C:** One Hour = 70% of a teaching unit

**Category D:** One Hour = 67% of a teaching unit

### **8.9.3 Procedure for Assigning Lecture/Laboratory Unit Values**

- a. Any time during the academic year, a department may modify the official course outline to reflect the actual course or propose a course outline for a new course.
- b. The modified or new course outline must be submitted by the department chair to the Curriculum Committee for its review and recommendation.
- c. The Curriculum Committee shall forward the course outline to UDWC for review of teaching units proposed to be assigned to the course if the course does not fit within the categories for lecture/laboratory unit values outlined above.
- d. If the UDWC cannot reach a majority recommendation for a unit assignment, UDWC will refer the item to the Labor Management Committee for negotiations.

### **8.10 Distance Learning Courses**

#### **8.10.1 Definitions.**

- a. Online courses are courses in which 100% of instruction takes place entirely online with no mandatory face-to-face meetings, synchronous visits, and/or campus visits. Instructional time follows the Carnegie unit, which means that faculty must plan an approximate one-to-two ratio of instructional time to homework and study.
- b. Hybrid courses are courses that provide instruction both online and face-to-face with at least one mandatory on-campus meeting. Mandatory meetings are regularly scheduled and the dates are posted in the schedule of classes. Students are informed of mandatory meetings in the schedule of classes. Instructional time follows the Carnegie unit, which means that faculty must plan an approximate one-to-two ratio of instructional time to homework and study.

**8.10.2 No Requirement to Teach Distance Education: Online/Hybrid Courses.** A unit member shall not be required as part of the unit member's assigned workload duties to teach online/hybrid courses except in emergency situations where the campus is closed or access is very limited. All members who teach online/hybrid courses shall follow the requirements and guidelines set forth in Administrative Procedure 4105. The District shall pay the cost of any training required for meeting the requirements stipulated in AP 4105.

### **8.11 Counselors' Schedule**

**8.11.1 Work Year.** The work year for counselors is 175 work days which may be scheduled throughout the fiscal year. Counselors who are on restricted funds and who cannot provide

counseling services to other than the program's restricted population will be assigned a schedule based on the program's needs.

Management, after consultation with unit members and to the extent feasible, shall attempt to accommodate unit members' reasonable preferences when determining the assignments. The Counseling Department will devise a rotation procedure that best represents the needs of their program and staff. Permanent/probationary counselors have scheduling preference over temporary counselors.

**8.11.2 Counselor Overload and Temporary Hour to Unit Formula.** Overload and part-time assignments for counselors are forty (40) hours of assigned time per unit.

**8.11.3 Assigned and Unassigned Time and Duties.** Permanent/probationary full-time counselors shall be assigned for nine hundred and forty (940) hours per fiscal year (estimated at 71.62% of the work year) of assigned time counseling duties, with the remainder of the work year for unassigned time duties (estimated at 28.38% of the work year). The hours of assigned counseling duties shall be subject to review by the supervising manager if funding sources, Education Code sections and/or Title 5 sections change.

Assigned time 940 hours per year (direct contact with students)	Unassigned time (indirect contact with students)
Individual appointments with students	Updating counseling course curriculum
Classroom instruction (teaching counseling courses)	Preparation for classroom instruction
Workshops	Graduation applications
Orientations	Professional service duties, including committee participation and governance committees; Academic Senate, and Curriculum Committee
High school visits and presentations	Transcript evaluations
Academic Department meetings and advisory board meetings as Counselor Liaison	Program review
Counseling Department meetings	Answering emails
District directed meetings/planning meetings for events such as College Success Saturday and Summer bridge	Appointment preparation and follow-up
Training and supporting counseling graduate interns	Communication and consultation with other counselors and university representatives
Half-hour transition time before workshops and orientations	Hiring committees*  *If the counselor was previously scheduled “on the grid” at the time of a hiring committee meeting, the time does not need to be made up. Otherwise, it cannot be included in assigned time.
Travel time to high school outreach	Participating as peer evaluator
Responding to “ask a counselor” emails	Advising student clubs
Assigned time for District directed projects, activities, coordination when not overload	Other duties not designated as assigned time duties
Responding to COMCare/behavioral intervention referrals	Flex activities
Transfer agreements (TAGS)	

**8.12 Workload – Unit Members Assigned to the Child Development Program**

**8.12.1 Site Supervisor.** The following job assignments and duties are determined by management after consultations with faculty. Site Supervisor shall be assigned 25 hours per week in the classroom and an additional 10.5 hours per week on site and 2 hours of unassigned prep time. Responsibilities will include all duties of Lead Teacher and additional

responsibilities for site administration, including but not limited to: site administrative meetings; staff communication and development; coordinating temporary staff attendance at site meetings; coordination of parent education, referrals, support and Advisory Committee; recommendations to Director on organization and coordination of facility and programs, and staff/substitute hiring and scheduling; application of Title 5 guidelines for family eligibility and site requirements; supervision and implementation of family intake process; maintenance of Title 22 licensing requirements for facilities and program; communication with Director regarding budget and fiscal concerns; communication with management, other College departments, and the community; supervision of work study students, student teachers and volunteers; orientation of new employees and volunteers in the program; review and signature of non-certificated Personnel Action Forms and time cards; supervision of meal planning and the food program; participation in the development and evaluation of program quality, philosophy and planning.

**8.12.2 Lead Teacher.** The following job assignments and duties are determined after consultations with the Site Supervisor. The Lead Teacher shall be assigned for 30 hours per week in the classroom and two (2) hours of unassigned prep time. The Lead Teacher shall be assigned an additional five and a half (5.5) hours per week on site for responsibilities including, but not limited to: staff in-service and classroom meetings; consultation and committee work; staff and student teacher scheduling, time sheets, communication and feedback to staff, parent intake/orientation, conference and communication; planning, preparation, collection, and recording of child assessment ratings; implementation of developmental profiles, curriculum and meals; scheduling of children's hours and processing of state food program meal records; communication to Site Supervisor of supply, equipment and facility needs; communication to Site Supervisor of family referral needs; communication to Site Supervisor regarding program quality and licensing compliance; and all other classroom support and related duties as may be required. Less than full-time assignments shall be prorated according to the same time assignment ratios.

**8.12.3 Teacher.** The Site Supervisor, after consultation with the unit member and to the extent feasible, shall attempt to accommodate unit member preferences when determining teachers' assignments. Teachers shall be assigned 32.5 hours per week in the classroom and 2 hours of unassigned preparation time. Teachers shall be assigned an additional three (3) hours per week for classroom and program responsibilities, including but not limited to staff and parent meetings; staff development activities; consultation and committee work; child observations and assessment ratings; curriculum and meal preparation; and other related duties. Less than full-time assignments shall be prorated according to the same time assignment ratios.

**8.12.4 Intersession Assignment/Additional Workload.** For the purpose of site preparation, trainings, and family registration all Child Development Program unit members assigned intersession work shall immediately prior to the start of the intersession be assigned up to ten (10) hours of additional work. Said work shall be compensated at an hourly rate as

determined by their placement on the Child Development Program Salary Schedule. Summer workload shall be assigned to Child Development Program unit members for the entire 6-week session (June and July) not to exceed 37.5 hours per week. Summer session is considered overload and voluntary. Child Development Program unit members interested in the summer program employment shall notify their supervisor no later than March 1st, in writing. Initial and continued employment in the Child Development summer session program is subject to adequate family enrollment and provision of state or District funding.

**8.12.5 Work Assigned During the Flex Period.** For the purpose of site preparation, trainings, and family registration, all Child Development Program unit members shall be assigned up to 12 hours during the flex period each semester. Said hours shall qualify for flex credit.

### **8.13 Nursing Faculty Workload**

**8.13.1** Full-time permanent/probationary unit members in nursing have the same work week and load as other full-time permanent/probationary unit members.

**8.13.2 Off-Campus Clinical/Community Agency Placements for Students.** The faculty member assigned as the instructor of record for an off-campus clinical course shall perform the duties outlined below. Nursing faculty evaluations shall include a clinical observation when the faculty member is the instructor of record for a clinical course, and student evaluations shall be administered for all clinical courses.

- a. Identify, secure and evaluate the clinical placements for students required to meet course objectives in collaboration with the operational support of and under the regular supervision of the Director of Nursing or designee.
- b. Develop the student clinical/community placement rotation schedule and submit the schedule to the Director of Nursing or designee.
- c. Submit a copy of all communication with agencies to the Director of Nursing or designee.
- d. Meet with staff in the clinical/community agencies for orientation, for coordination of instruction of students, for resolution of student-staff conflicts, for faculty-staff evaluation of the experience and to provide required student information.
- e. Evaluate students' clinical competencies including initiating an Educational Agreement if there is unsafe clinical performance.

**8.13.3** In addition to course preparation and the evaluation of students, unit members in Nursing shall contribute to the professional activities as enumerated below:

**a. Curriculum Development/Program Evaluation**

- i. Collect and summarize course evaluations from students in order to evaluate course content according to the calendar in the Program Evaluation Plan.
- ii. Participate in curriculum development in order to meet the requirements for licensure by BRN and accrediting agencies.
- iii. Participate in the development and the implementation of the Program Evaluation Plan.
- iv. Recommend revisions to the RN Student Handbook to the RN Program Chair/Assistant Director of Nursing.

**a. Program Regulations/Program Accreditation**

- a. Participate in the revision or development of Program regulations and procedures as required by accrediting bodies and to maintain patient safety.
- b. Participate in faculty meetings and all program committee meetings as assigned.
- c. Participate in updating and maintaining the Nursing faculty library in compliance with Board of Registered Nursing requirements.
- d. Contribute to the regulatory reports for Board of Registered Nursing continuing approval, and accreditation reports for maintaining accreditation. When this occurs, the District shall pay up to \$7,500 total, which may be divided among multiple faculty members, for nursing faculty to assist the Faculty Assistant Director of Nursing in completing the report. The Faculty Assistant Director of Nursing is not eligible for such additional compensation. All faculty must provide information and contribute to the BRN accreditation report to ensure its timely completion.

**8.13.4 Off-site Clinical Laboratory Workload/Compensation and 286L Assignments**

Laboratory compensation for the following courses shall increase to 100% as defined in Section 8.9 (Lecture/Laboratory for Credit/Noncredit Course Workload): 180L, 185L, 280L, 283AL, 283BL, 284L, 285L and 286L. Regarding 286L, this compensation reflects the level of responsibility faculty assume in this course and for being “on-call.” There are no on-call situations on Sundays or during assigned lecture or laboratory. The Nursing instructor(s) of record for 286L courses, based on their professional judgment, shall determine the appropriate response to “on-call” contacts.

**8.14 Department Chairs**

#### **8.14.1 Procedures.**

**a. Eligibility.** Unit members may serve as chair if they: 1) currently have an assignment; 2) are permanent/probationary, or have ETUM or qualified pool member status; and 3) are not on sabbatical. If two or more unit members agree to share the responsibilities of chair, then those members shall run for the position as a group on a single ticket and, if elected, shall agree to a division of duties and units in writing before assuming the chair position.

#### **b. Elections.**

**i.** Department unit members shall nominate candidates from within their home department. The department chair shall be elected by the following department members:

- a.** permanent/probationary unit members;
- b.** temporary unit members who currently have an assignment and have achieved 1) ETUM; or 2) qualified temporary pool member status.

**ii.** Elections shall occur on or before March 1st of each election year or when a chair position becomes vacant. All eligible voting members shall be provided at least two weeks' written notice of the election, during which time they may nominate themselves or a willing and eligible department member.

**iii.** If two or more department members are nominated, elections shall employ the following protocols, to be implemented either by the Administrative Assistant to the Department or any another individual who is willing, able, and elected by a majority of the Department's eligible voters:

- a.** Members shall be provided with at least a 72-hour window to cast their ballots, with one ballot per eligible voting member.
- b.** Voting shall be conducted using paper ballots, unless a majority of the eligible voters opt for an electronic process.
- c.** If an electronic process is utilized, then the process shall follow protocols determined by a majority of the eligible voters.
- d.** If a paper ballot process is utilized:
  - 1. Ballots shall be sequentially numbered, using a numbering system that is clearly visible.



2. Ballots shall be made available and voting conducted in a location that is agreeable to the majority of eligible voting members.
  3. Ballots shall be placed in a locked box provided by UPM.
- iv. At least two members from the department, other than the candidates, shall be present for the paper vote tally or shall view the electronic results. Any department unit member may observe the counting of votes.
  - v. If requested, a member of the Academic Senate and/or UPM Executive Council also shall be present during the ballot tally or shall view electronic results.
  - vi. If the agreed-upon election process is not followed, the department will conduct a re-vote.
- c. **Term of Office.** Between the election and the start of the term of office, new department chairs shall receive training from outgoing chairs and appropriate administrators. Terms of office shall begin July 1 following the election and be two fiscal years. With managerial and departmental majority agreement, a department chair may serve for one additional year for a total not to exceed three consecutive years. All previous chairpersons, including the incumbent, shall be eligible to run for re-election.
  - d. **Training.** One or more training sessions, up to a maximum of eight hours (plus preparation time), conducted by the appropriate manager(s), shall be presented to new department chairs. New department chairs shall be paid at the hourly stipend rate for time spent in training sessions.
  - e. **Evaluation.** Department chairs shall be evaluated in the second semester of each four-semester term by the department's permanent/probationary unit members, ETUMs, temporary hiring pool unit members, and the management-designated supervisor (who may incorporate feedback from department classified staff). Chairs shall conduct self-evaluations as part of the evaluation process. (See Academic Department Chair Self-Evaluation form 8.F and Academic Department Chair Evaluation form 8.G). The evaluation shall cover performance of duties as well as leadership expectations as set forth in the forms.
    - i. The District may remove a department chair from office for failure to perform contractual responsibilities. Upon request of the unit member or UPM, the District will provide a written explanation for the removal. The department chair may use the existing contractual grievance procedures if the removal is unfounded, arbitrary, capricious, or in violation of any CBA terms.
    - ii. Departments shall have the authority to remove a department chair from office for failure to communicate District information adequately, and for failure to

communicate departmental interests fairly and in a representative manner. Removal from office by department members is not subject to the grievance procedure.

- f. Department Scheduling.** The Office of Instructional Management shall provide department chairs with the required scheduling materials for the Fall semester, no later than December 15th of the prior year and for the Spring semester, no later than June 15th of the prior year. The materials include but are not limited to:
  - i.** Excel spreadsheet of prior term's course offerings for planning purposes.
  - ii.** Unit allocations.
  - iii.** Instructional memo.
  - iv.** Master schedule information.
  - v.** Schedule builder instructions and link.
  - vi.** Information on IR&D application deadlines.
  - vii.** A link to UDWC materials.

#### **8.14.2 Responsibilities.**

##### **a. Responsibilities to the Department.**

- i.** Conduct regularly-scheduled departmental meetings. There shall be a minimum of one and a maximum of two meetings required for all department faculty per semester. At least one of the semester meetings shall be scheduled at a time that maximizes the ability of unit members to attend.
- ii.** Communicate District and department information effectively and regularly to department members. Communicate department interests to the District fairly and in a representative manner.
- iii.** Assist unit members in the development and/or modification of department curriculum.
- iv.** In accordance with the CBA provisions and District policy, make a good faith effort to resolve scheduling disputes between department members.

- v. Assist department faculty members in updating course descriptions and communicate these updates in writing within the department and to the appropriate instructional office(s).
- vi. With the assistance of department unit members, develop and maintain current information in the college schedule, catalog, and other college publications.
- vii. With the oversight of the supervising administrator, direct the work of assigned classified, student and non-student hourly staff.
- viii. Distribute notice of available intersession assignments to permanent/probationary unit members.
- ix. Participate in any required evaluation processes as described in Article 7.
- x. Distribute and collect scheduling materials to/from department members and inform them of relevant deadlines.
- xi. Ensure the chair election follows the agreed-upon process.
- xii. Ensure assignments comport with Article 6.

**b. Responsibilities to District.**

- i. Communicate District information effectively and regularly to department members. Communicate department interests to the District fairly and in a representative manner.
- ii. Make recommendations on the organization of the department and coordination of the instructional program(s).
- iii. With the advice of department unit members, make recommendations to the immediate supervisor regarding the need, selection, appointment, and assignment of faculty. Find substitute staff, as per the provisions in Article 6.
- iv. Provide orientations for new unit members and/or staff in the department.
- v. Encourage unit members to attend department meetings.
- vi. Collect assignment preferences from unit members for the purpose of recommending a department schedule. This schedule shall be in conformity with contractual mandates, program requirements, ADA requirements and to the extent feasible, shall

support faculty assignment preferences. This schedule shall be submitted to the supervising manager for approval.

- vii.** Notify the District of any recommended additions to and/or modifications of departmental facilities.
- viii.** Supervise use of department facilities and equipment.
- ix.** Represent the department at appropriate meetings and to the administration.
- x.** Review the Full-Time Instructor Assignment Sheets and ensure return to the supervising manager by the deadline date for scheduling.
- xi.** On behalf of the District, complete and send notices of offers (Offer of Assignment to Temporary Faculty form 6.A) to part-time faculty pursuant to Article 6.
- xii.** Return complete scheduling packet to the supervising manager by the deadline(s). A complete scheduling packet shall include the forms and other materials required by the Office of Instructional Management. These forms include, but are not limited to: Form 8.A Full-Time Faculty Assignment Request Form; Form 8.B Stipend and Part-Time Faculty Noninstructional Assignment Request Form; and Form 8.H Departmental Request for Part-Time Faculty Assignments (if applicable).
- xiii.** Work with the division dean to ensure assignments comply with Article 6.

**b. Curriculum/Instruction.**

- i.** In collaboration with coordinators and supervising manager, hold one advisory committee meeting per academic year for career technical education programs.
- ii.** Attend curriculum committee meetings as needed, and distribute the minutes of official meetings to selected campus and departmental offices.

**d. Budget.**

- i.** After conferring with department faculty and staff, prepare and submit the total department budget. Be the spokesperson and advocate for the budget.
- ii.** Exercise signatory authority on requests for purchase orders and maintain budget accounting and control of instructional equipment and supplies, field trips, hourly positions, requests for graphic arts, and for allocation of keys to classrooms.

**e. Other Duties**

- i. Attend no more than two (2) department chairs' committee meetings per month. An additional required department chairs' meeting may be scheduled during flex days prior to the start of a semester.
- ii. Respond to students' questions and assist faculty with resolving problems.
- iii. Initiate and authorize work orders.
- iv. Respond to requests from faculty and management concerning issues within the scope of the responsibilities of the department chair.
- v. Be responsible for non-certificated Personnel Action Forms and Time Card signatures.

**8.14.3 Compensation.**

The following department chairs shall receive compensation, as indicated in the chart below, in the form of assigned time, reassigned time, or overload, at the option of the unit member.

<b>Department</b>	<b>Units</b>
Behavioral Sciences	3.0
Social Sciences	3.0
Career and Technical Education	3.5
Business and Informational Systems	3.5
College Skills	3.5
World Languages and Cultures	3.0
English and Humanities	3.5
Communication	3.0
Fine and Visual Arts	3.5
Performing Arts	3.0
Counseling	3.5
Math	3.5
Life and Earth Sciences	3.5
Physical Sciences	3.5
Library	3.0
Nursing	3.0

Chairs' unit compensation is based on the total units for Spring, Summer, and Fall 2017, and is not subject to unit fluctuations that may occur:

- Compensation of three (3) units to departments with fewer than 326 units.

- Compensation of 3.5 units to departments with 326 or more units.

## 8.15 Coordinators

**8.15.1 Positions.** The District may at its discretion staff the coordinator positions listed below. When the District intends to staff a coordinator position, it shall offer the coordinator assignments to unit members pursuant to this section. If no unit member accepts the position, it shall not be filled.

Position	Units per Semester
Faculty Assistant Director of Nursing	2
Coordinator of the Art Gallery	4
Coordinator of Auto Tech/Auto Body Collision Repair Tech	2
Coordinator of Computer Information Systems	2
Coordinator of Court Reporting	3
Coordinator of Dental Assist. Program	3
Coordinator of Digital Journalism	1
Coordinator of Distance Education	3
Coordinator of Early Childhood Ed	3
Coordinator of Emergency, Medical Tech (EMT)	2
Coordinator of ESL Lab	2
Coordinator of ESL Non-credit	3
Coordinator of Faculty Professional Development	5.5
Coordinator of Humanities 101	3
Coordinator of Kinesiology	2
Coordinator of Library	4.5
Coordinator of Math Lab	1
Coordinator of Medical Assisting	3
Coordinator of Multimedia Studies Program	1
Coordinators of Performances:	
• Dance	2
• Drama	2
• Music	2
Coordinator of Reading & Writing Lab and Online Writing Center	7
Coordinator of STEM Learning Community	5
Coordinator of Summer Bridge - English	2

**8.15.2 Deletions and/or Additions.** Any deletions or changes to unit allocations in the list above must be negotiated between UPM and the District. If the District adds a coordinator position, the parties will negotiate the unit allocation.

**8.15.3 Compensation and Duties.** Coordinators shall be compensated by assigned time, reassigned time, or overload as designated at the discretion of the unit member.

UPM and the District shall agree changes to responsibilities for coordinator positions when the unit allocation is adjusted, or the District determines a change in responsibilities is necessary. New coordinator positions shall be created by the District with the unit allocation to be negotiated with UPM. A copy of the responsibilities shall be submitted to UDWC.

**8.15.4 Eligibility, Application, Screening, and Selection.** When the District offers a coordinator position, UDWC shall post a call for applications from eligible unit members.

- a. **Eligibility.** To be eligible, the unit member must: a) be a member of the department(s) or discipline overseen by or associated with the coordinator position (if applicable); and b) have received a satisfactory evaluation in the member's most recent evaluation cycle.
- b. **Application.** Any interested eligible unit members must apply to UDWC to be considered. Eligible unit members may propose splitting the position between two or more unit members. For UDWC to consider such an application, all unit members involved in the split assignment must provide their written consent, along with a clear outline of how the duties and units are to be distributed.
- c. **Screening.**
  - i. In order to ensure expertise in UDWC's screening process, the UPM President shall appoint two faculty members from the discipline overseen or associated with the coordinator position to act in place of UPM's regular UDWC representatives for the screening process. The District may appoint alternate members to UDWC for this purpose.
  - ii. Each applicant shall be screened for qualifications based upon the following selection criteria:
    1. Meets all eligibility criteria;
    2. Has sufficient experience and/or training to serve in the position; and
    3. Has submitted a complete application that outlines the applicant's qualifications for and interest in the position.

- iii. If two or more applicants minimally meet the qualifications, UDWC will conduct interviews. In other scenarios (such as where there is only one minimally qualified applicant), UDWC may choose to conduct interviews, or reach its screening determinations based upon written applications. Only those who minimally meet the qualifications will be interviewed.
- iv. UDWC shall forward the candidates that it considers, by majority vote, to be well qualified for the position. UDWC shall nonetheless send forward at least two candidates unless by a majority vote the UDWC concludes that there are not two minimally-qualified candidates. The UDWC may meet with the Vice President regarding its recommendation(s). Upon the request of a unit member whose application is not recommended to the Vice President, UDWC will provide an explanation.
- v. The supervising Vice President shall make the final selection based on UDWC's recommendation(s) and the selection criteria.

**8.15.5 Term and Removal.** Coordinators shall serve for two (2) years. All previous coordinators, including the incumbent, may apply for subsequent terms. A coordinator may resign or be removed under any of the following conditions:

- a. The coordinator resigns in writing to the District.
- b. The District determines, at its discretion, to cease staffing the coordinator position in question at the end of the current academic year.
- c. The coordinator ceases to meet the eligibility criteria.
- d. The coordinator fails to perform the responsibilities associated with the position.

If the coordinator is associated with a specific department or discipline, then departmental and/or discipline unit members have the authority to remove a coordinator from office for failure to perform the responsibilities of the position. Removal from office by departmental unit members is not subject to the grievance procedure.

The District may remove a coordinator from office for failure to perform responsibilities of the position. Upon request of the unit member or UPM, the District will provide a written explanation for the removal. A coordinator who has held the position for at least two semesters may use the existing contractual grievance procedures if the removal is unfounded, arbitrary, capricious, or in violation of any CBA terms.

## **8.16 Managers: Teaching**



**8.16.1** A manager may be assigned to one (1) credit class per year, except that there shall be no limit on the number of contract education courses offered in the community service program which a manager may be assigned. In the event that no unit member volunteers to instruct the leadership course for student officers, the District may assign a manager to teach said course. If it becomes necessary to assign a manager to teach more than one (1) credit class, the District will provide UPM with at least ten (10) days' notice and an opportunity to negotiate the decision and effects of the proposed assignment on mandatory subjects of bargaining. For purposes of this section, a credit class is defined as one (1) class or three (3) units, whichever is larger.

**8.16.2** Managers shall not perform unit member duties if any qualified unit member is on partial or complete layoff, has rehire rights, and is willing and available to return and perform the available duties.

## **ARTICLE 9: CALENDAR AND FLEX CALENDAR PROGRAM**

### **9.1 Academic Year/Final Examinations**

The academic year for credit classes shall consist of two (2) semesters of a maximum of seventeen and one half (17.5) workweeks each and shall include the time used for administering any final exam. For unit members, the academic year shall be no more than one hundred seventy-five (175) days. Sundays and holidays shall not be counted as days of the academic year. The hours assigned for final examinations shall not exceed the hours per week for the scheduled course.

### **9.2 Commencement**

Commencement shall be held during the last week of the spring semester. Fifty percent (50%) of the permanent/probationary unit members who are not assigned to other duties shall attend and participate in commencement exercises of two hours duration. The District will designate permanent/probationary unit members beyond volunteers who must attend, however, no permanent/probationary unit member shall be required to attend two consecutive commencement exercises. Failure to attend an assigned commencement exercise shall constitute an absence (failure to report said absence shall make the employee subject to Article 24).

### **9.3 Academic Calendar**

The academic calendar year shall be in conformance with the calendar established by the District. It is the expressed intent of the District and of UPM to accept the results of a joint committee on the calendar.

**9.3.1 Children's Center Calendar.** The Children's Center Calendar shall be the same as the academic year calendar.

### **9.4 Calendar Committee**

The Calendar Committee composed of two (2) members, one (1) appointed by UPM and one (1) appointed by the District, shall submit a calendar proposal for the following academic year and

for intersession(s) by November 1 for ratification by UPM and the District. If the Committee is unable to agree on a calendar by that date, or either party fails to ratify the Committee proposal, the calendar shall become subject to negotiations upon request by UPM. UPM recognizes that, if the parties do not agree on the calendar by December 15, it will be necessary for the District to publish a calendar, pending further negotiations on the issue.

### **9.5 Intersession/Noncredit Offerings**

The Board may establish intersessions.

### **9.6 Holidays**

Holidays shall be those stated in the relevant sections of the California Education Code for the District. Consistent with Education Code Section 84890 and Title 5 California Code of Regulations Sections 55702, 55720, 55722, 55724, 55726 and 55728, a flex calendar may be in effect.

### **9.7 Mandatory Staff Development**

Mandatory professional development shall be scheduled for no more than two (2) days: one four-hour day preceding the first day of instruction of the fall semester, and one four-hour day preceding the first day of instruction of the spring semester. These days will be dedicated to two (2) hours for District directed presentations and two (2) hours for department meetings each semester. Part-time faculty with conflicting work assignments at other districts are encouraged but not required to attend these two days of mandatory professional development. In addition, prior to the first semester of employment newly-hired unit members must attend one orientation day which will precede the mandatory staff development day for all faculty.

### **9.8 Flex Obligation**

**9.8.1 Full-Time Faculty.** The flex obligation for full-time faculty is forty (40) hours per academic year (calculated based on twenty (20) hours per semester). Full-time faculty must earn and report flex hours during the academic year on an annual basis.

**9.8.2 Part-Time Faculty.** The flex obligation for part-time faculty is prorated based on a full-time load flex obligation equivalent to twenty (20) hours per semester. Part-time faculty must earn and report flex hours during the semester.

### **9.9 Training Mandated by State and Federal Law**

Where training is required by state or federal law, the District shall provide the training to the affected unit members. This District-sponsored mandatory training shall be scheduled for a maximum of four (4) hours per day either during the flex days or throughout the academic year so that attendance by unit members constitutes a valid flex activity. The District also shall offer at least one make-up training session for faculty who did not attend the flex day training. Make up training will be scheduled during the contractual work week.

In the event mandatory training requires more hours than those dedicated to flex, additional hours of training shall be scheduled within the contractual work week and the parties will negotiate fair compensation for the additional hours. The District and Professional Learning Committee may also identify non-District sponsored “offsite” training that satisfies the particular legal requirement that unit members may attend in lieu of the District-sponsored training.

## ARTICLE 10: CLASS SIZE

### 10.1 Minimum Class Size

**10.1.1 Standard Minimum Class Size.** The class size for credit classes shall ordinarily be no less than fifteen (15) enrollees while College of Marin maintains its status as a Basic Aid District.

**10.1.2 Exceptions to Standard Minimum Class Size.** Exceptions to the minimum of fifteen (15) enrollees may be made by the District for reasons including, but not limited to, classes:

- a. Required for graduation;
- b. Required for a major;
- c. Required for a transfer sequence;
- d. Required for a career;
- e. Required for completion of a certificate;
- f. Offered infrequently;
- g. Offered only in limited classroom or laboratory facilities;
- h. That are part of an experimental or pilot program;
- i. That are part of a formal program or campus revitalization;
- j. Subject to statutory or state regulation controlling class size;
- k. That, if cancelled, would constitute a financial hardship to the District or educational disadvantage to the student;
- l. Necessary for a permanent/probationary unit member to make load where no other courses are available for which the unit member is minimally qualified.

### 10.2 Maximum Class Size

#### 10.2.1 Maximum Class Size.

- a. The maximum class size for courses is set forth in the course outline of record and approved by the Curriculum Committee, with UDWC approval as necessary. The

Curriculum Committee will maintain a current list of class size maximums (matching those in the course outlines of record) as set forth in the **Class Size List** attached as **Appendix B**.

- b. A section's maximum class size will be either the maximum class size limit or the number of seats or stations available in the assigned classroom, whichever is lower.
- c. Faculty may allow more students to enroll in a section provided there are adequate seats or stations in the assigned classroom and the greater enrollment complies with maximum room capacity and other health and safety restrictions.

**10.2.2 Procedure for Setting Maximum Class Size.** Departments may request class size maximums on the course outline of record (not by section). Requests will be sent by the Department Chair to the Curriculum Committee, which will determine whether to approve or recommend a class size maximum based on the following factors:

- a. Accreditation requirements;
- b. Articulation requirements;
- c. Combined lecture sections for multiple lab sections;
- d. Enrollment considerations (such as open entry and exit);
- e. Oversight body licensing requirements;
- f. Pedagogical reasons;
- g. Class size maximums for similar courses;
- h. Recommendations from national organizations (for example, American Chemical Society, American Association of Physics Teachers, American Physics Society, National Council Teachers of English);
- i. State and federal laws and regulations; and
- j. Budget and financial considerations.

**10.2.3 Review by UDWC.** The Curriculum Committee will forward its recommendation to make an exception to the standard class size limit to the Union-District Workload Committee when the Curriculum Committee: 1) cannot reach a majority decision; 2) recommends a class size for a new course; or 3) recommends a class size below the existing maximum on the course outline of record. In other situations, the Curriculum Committee decision will be

reflected on the course outline of record without review by UDWC. When maximums are referred to UDWC, UDWC will set the class size limit. If the UDWC cannot reach a majority decision for a class size limit, UDWC will refer the item to the Labor Management Committee for negotiations.

**10.3 Class Size – Child Development Program**

Class size shall be determined by the California State Regulations governing children’s center licensing. Required staff/child ratios shall not include licensed teachers when they are fulfilling their assigned hours other than classroom hours. For reasons of safety the District will make every effort to assure there are at least two staff on duty at all times. Minimum staff ratios shall be adjusted as necessary to reflect changes in California State Regulations (California Code of Regulations (CCR) Title 22). Except as specified herein, all other provisions of Article 10 do not apply to unit members assigned to the Child Development Program.

## ARTICLE 11: SAFETY

*(Entire Article Applicable to Children's Center Unit Members)*

### 11.1 Safe Work Environment.

It shall be a responsibility of the District to provide and maintain a physically safe and healthy work environment. The District, the UPM and each unit member will cooperate in the objective of eliminating accidents and health hazards in compliance with the California Occupational Safety and Health Act of 1973, and any other relevant legislation.

### 11.2 OSHA Regulations.

The District and the unit member shall comply with OSHA regulations.

### 11.3 Safety Committee

**11.3.1 Composition.** At the request of UPM or the District, the Safety Committee shall be convened on an ad-hoc basis to address particular safety concerns. The Committee shall be composed of four (4) members, two (2) appointed by the UPM President or designee and two (2) appointed by the Superintendent/President or designee.

**11.3.2 Charge.** The Safety Committee shall meet to review safety conditions consistent with the purpose for which the Committee is convened.

**11.3.3 Emergency Conditions.** If the Committee is convened to address a serious and immediate safety hazard the Committee shall present its recommendations to the Superintendent/President who shall respond within forty-eight (48) hours.

**11.3.4 Non-Emergency Conditions.** Under non-emergency conditions, the Committee shall present its recommendations to the Superintendent/President who shall respond within forty-five (45) days.

### 11.4 Procedure in Event of Threat to Safety

- a. If in the judgment of the unit member, an incident occurs in the classroom or laboratory that poses an immediate, serious threat to the physical health or safety of the unit member, students or staff, the unit member may cancel the class session(s) until the emergency has been alleviated.
- b. In the event that a unit member cancels class pursuant to this section, the unit member shall take the following steps as soon as it is safe to do so:
  - i. Call 911 or campus police; and

- ii.** Report the emergency to the unit member's immediate supervisor, to be followed by a written report within 24 hours. The immediate report should be by the means most likely to reach the supervisor quickly, consistent with the customary methods of communication between the unit member and supervisor. The immediate report should include: the class impacted; the nature of the emergency; and confirmation that 911 and/or campus police were contacted. If the communication is written (e.g. email or text) it should clearly indicate in the subject line and/or first sentence that it relates to an emergency situation.
  
- c.** Determination of appropriate action to alleviate the emergency, and whether the emergency has been alleviated, will be made by the appropriate first responders at the scene. Where the safety threat is caused by the physical environment in the classroom (e.g. a hazardous spill), the appropriate dean may alleviate the emergency by designating a temporary, alternate space to hold subsequent classes. The appropriate dean shall also be responsible for informing the unit member of the steps being taken to alleviate the emergency, and when the emergency has been alleviated.
  
- d.** Based on the information provided by the dean, the unit member shall be responsible for keeping his/her students informed of the status of the emergency and when classes are expected to resume.



## **ARTICLE 12: GRIEVANCE**

*(Entire Article Applicable to Children's Center Unit Members)*

### **12.1 Grievances**

The prompt resolution of grievances is encouraged, and therefore the following procedure to accomplish this purpose is established. Unless otherwise stated in this agreement, all articles in the CBA are subject to grievance and binding arbitration.

### **12.2 Definitions**

**12.2.1 Grievance.** A "grievance" is an allegation by a grievant that he/she has been directly or adversely affected by a misapplication, a misrepresentation, or a violation of a specific provision of this Agreement. Grievances may also be filed by a unit member for allegations of discrimination, or violation of gender equity or Section 504 (Handicapped Access) Regulations.

**12.2.2 Grievant.** A "grievant" is a member of the bargaining unit (as defined by this contract) with an alleged grievance. UPM/AFT may grieve Articles 3 and 13, or as provided for in 12.5. UPM/AFT may also file an individual or group grievance on behalf of a unit member(s) provided UPM/AFT does not file such grievance without the unit member's (unit members') written authorization.

**12.2.3 Day.** A "day" is defined as any day during which District offices are open for business.

**12.2.4 Immediate Supervisor.** The "immediate supervisor" is the lowest level manager having immediate supervisory authority over the grievant or who has been assigned to adjust grievances.

### **12.3 Grievance Filing**

**12.3.1 Who May File.** A grievance may be filed by a member of the bargaining unit or, with written authorization of the grievant, by a UPM/AFT representative on behalf of the grievant.

**12.3.2 Same Grievance/Multiple Grievants.** If the same grievance, or substantially the same grievance, is made by more than one (1) unit member, one (1) unit member may, on behalf of himself and all other grievants, file a grievance. The final decisions shall apply to all grievants and respondents.

**12.3.3 Grievance Form.** Forms for processing grievances shall be prepared by the District and UPM/AFT. The forms shall be printed by the District and given distribution by the parties (Form F 12.3.3).

## **12.4 Representation**

**12.4.1 UPM/AFT Representation.** The grievant has the right to be represented at any step in this procedure by UPM/AFT; however, any grievant may at any time present the grievances and have such grievances adjusted, without the intervention of UPM/AFT, as long as the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a resolution of the grievance until UPM/AFT has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response within fifteen (15) working days and provided that no grievance proceeds to binding arbitration without the written approval of UPM.

**12.4.2 Meeting with Administrator(s).** No grievant at any stage of the grievance procedure shall be required to meet with any administrators concerning any aspect of a filed grievance without UPM/AFT representation.

## **12.5 Automatic Step 2 Level Grievance**

**12.5.1 Action of Central District Authority.** If a grievance arises from the action of a central District authority, UPM or any other grievant may initiate such a grievance at Step 2, Paragraph 12.12.2, of the grievance procedure.

**12.5.2 Action of Authorized Committee.** If a grievance arises from the actions taken by a committee authorized by this contract, UPM or any other grievant shall initiate such a grievance at Step 2 of the grievance procedure.

**12.5.3 Student Academic Grievance.** If a grievance arises from the Student Academic Grievance Procedure or Article 24 of UPM/MCCD CBA, UPM or any other grievant shall initiate such a grievance at Step 2 of the Grievance Procedure.

## **12.6 Appropriate Grievance Step by Mutual Agreement**

By mutual agreement of the grievant and the District, a grievance may be moved to an appropriate higher level.

## **12.7 Time Limits/Access to Documents**

**12.7.1 Grievant: Time Limits.** Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits specified in this procedure may be extended in any specific instance only by mutual agreement of the parties in writing. Any step

in the grievance procedure may be omitted with the mutual agreement of the parties to the grievance and the administrator at the level of such step.

**12.7.2 UPM/Grievant: Access to Documents.** The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

**12.7.3 Management: Time Limits.** Time limits shall be strictly construed--if a manager fails to meet his/her contractual time limits, below the level of Step Two in the grievance procedure, the grievance will move automatically to Step Two; if the Superintendent/President fails to meet his/her contractual time limits at Step Two, and the grievant pursues the grievance to arbitration, the District shall pay all of UPM's costs of arbitration.

### **12.8 Written Notice by Certified Mail**

Written notice required by this grievance procedure must be made by certified mail, return receipt requested. This requirement shall apply to the grievant and or the Union, and to the District.

### **12.9 Non-Retaliation**

No reprisals of any kind shall be taken against any participant in the grievance procedure by reason of such participation. The fact that a unit member has filed a grievance(s) shall not be considered in personnel decisions nor in any recommendations for job placement, nor in decisions of awarding continuous contracts to probationary or contract members of the bargaining unit.

### **12.10 Filing A Grievance**

**12.10.1 Informal Resolution.** UPM/AFT and the District recommend that the parties to a potential grievance, if possible, resolve their differences informally before entering the formal steps of this procedure.

### **12.11 Step One: Formal Communication and Resolution of Grievance.**

**12.11.1 Grievant Time Frame/Procedure.** Within thirty (30) working days after the grievant knew, or by reasonable diligence could have known, of the condition upon which the grievance is based, the Union and the grievant shall inform the immediate supervisor in writing in a clear and concise statement of the grievance, the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

**12.11.2 Supervisor Time Frame/Procedure.** Within ten (10) working days, the immediate supervisor shall communicate his/her decision, to the grievant and the Union.

## **12.12 Step Two: Appeal of Step One Decision**

**12.12.1 Grievant Time Frame/Procedure.** Within thirty (30) days after the grievant has been notified of his/her immediate supervisor's decision on the grievance, the grievant or his/her representative, if he/she intends to appeal, shall present the grievance on the prescribed form to the Superintendent/President or his/her designee.

- a. Automatic Step 2 Level Grievance.** If a grievance is as described in Article 12.5 of the CBA, the grievant shall, within the thirty (30) working days as described in section 12.11.1, present the grievance on the prescribed form to the Superintendent/President or his/her designee.
- b. Grievance Document.** The grievance shall contain a written clear concise statement of the specific section(s) of the CBA allegedly misinterpreted, misapplied, or violated, the circumstances involved, and the specific remedy sought.

**12.12.2 Management Time Frame/Procedure.** The Superintendent/President, or his/her designee, shall communicate in writing their decision within twenty (20) working days from the date on which they received the grievance. A copy of the formal written grievance shall be sent the grievant's supervisor at the time of its reception by the Superintendent/President.

## **12.13 Step Three: Binding Arbitration**

**12.13.1 UPM Agreement to Arbitration/Request Procedure.** In the event that the grievance has not been resolved to the satisfaction of the grievant in Step Two, the grievant may request arbitration if the grievant obtains UPM's written agreement. The grievant shall submit in writing to UPM a request for arbitration, said request must be sent to UPM no more than fifteen (15) days after the grievant has received notification of the Superintendent/President's decision. Submission of the required forms for binding arbitration shall be made to the Superintendent/President within thirty (30) working days after UPM has received notice by the District of the Superintendent/President's decision.

**12.13.2 Selection of Arbitrator.** The selection of an Arbitrator shall take place by selecting an odd number of potential Arbitrators from lists provided by the American Arbitration Association. The usual method of "striking" names from the list until one name remains will be used to select the arbitrator. A coin flip will be used to determine which party "strikes" first. The parties shall each bear the burden of one half of the Arbitrator's costs, and shall each bear their own separate legal and research costs.

**12.13.3 Arbitrator: Jurisdiction & Authority.** The District and UPM agree that the jurisdiction and authority of the Arbitrator will be confined exclusively to the interpretation of the express provisions(s) of the CBA between UPM and the District. The Arbitrator shall have no authority to add to, subtract from, alter, amend, delete or modify the provisions of the CBA

between UPM and the District. However, the Arbitrator shall expressly have the authority to make monetary or other arbitration awards as he/she deems proper. The decision of the Arbitrator shall be communicated to both parties simultaneously and shall be final and binding.

**12.13.4 Waiver: Statutory Remedies/Right to Any Legal Process.** Processing a grievance beyond Step Two shall mean the grievant and/or UPM, and the District, expressly waive any right to statutory remedies and any right to the exercise of any legal process other than as provided for by this grievance/arbitration procedure. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

#### **12.14 Miscellaneous**

**12.14.1 Commencement of Time Limits.** Time limits at each step shall begin the day following receipt of written notice/decision by the parties in interest. Such time limits can only be extended by mutual agreement by UPM/AFT and the District.

**12.14.2 Grievant: Conformance to Original Decision of Supervisor.** Until final disposition of a grievance takes place, the grievant is required to conform to the original decision of his/her immediate supervisor.

**12.14.3 Confidentiality of Process/Grievance Materials.** All documents, communications and records pertaining to a grievance shall be filed in a separate grievance file at the District office. During the pendency of any proceeding, and until a final determination has been reached, all proceedings shall be private, subject to the provision of the Brown Act. The grievant, or UPM/AFT, shall be permitted to examine and/or obtain copies of materials in such grievance files.

**12.14.4 UPM/Grievant: Access to Non-Confidential Records & Documents.** The grievant or his/her representative shall have access to non-confidential records and documents which will reasonably be needed in preparation and/or resolution of the grievance.

**12.14.5 Release Time.** The grievant, his/her representative, and necessary witnesses shall be provided time off from duties, without loss of pay, for attendance at conferences and/or hearing held pursuant to this Article 12.

## ARTICLE 13: BOARD/AGENT RELATIONS

### 13.1 Distribution of CBA

Rights and benefits of unit members as set forth in this Agreement shall be made part of any individual contract of employment issued to any unit member. Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after it becomes effective and a copy distributed to each unit member now employed or hereafter employed, (with thirty (30) additional copies for the UPM/AFT printed at the shared expense of the District/AFT). If such printing is not done on District equipment, it shall be done by union printers.

### 13.2 Connection to Policies and Procedures.

This Agreement shall modify or replace any policies, rules, regulations, procedures or practices of the District which shall be contrary to or inconsistent with its terms.

### 13.3 Compliance.

The District, its representatives, and UPM/AFT shall take no action in violation of or inconsistent with any provisions of this Agreement.

### 13.4 Contrary to Law.

In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions of this agreement shall continue in effect.

### 13.5 Information Requests to District

UPM/AFT shall be furnished agenda materials and minutes of Board meetings. The District shall furnish UPM/AFT with legally non-confidential information re: financial matters, personnel, budgetary requirements, allocation of State and Federal funds, student enrollment, etc., which is necessary to assist UPM/AFT in representing members of the unit. UPM/AFT recognizes that such information will be provided to the extent that it does not interfere with the normal conduct of public business and that if there is any cost involved, it will be borne by UPM/AFT, pursuant to Government Code Section 6257.

### 13.6 District Provided List of Unit Members

Upon completion of this Agreement, District shall furnish UPM/AFT with a listing of names, addresses and telephone numbers of all unit members excepting those individuals who specify in writing that they wish to keep such information confidential. No more than four (4) times a year, the District, upon request and within thirty (30) consecutive working days, shall provide UPM/AFT with the list of the members of the bargaining unit.

### 13.7 Facilities Use

UPM/AFT shall have the right to use facilities of the District at reasonable times for the purpose of meetings concerned with the exercise of rights guaranteed by Government Code Sections 3540 and following.

## **13.8 Communications**

**13.8.1** UPM/AFT shall have the right to use the mail systems and/or mail boxes for the purposes of communicating with unit members.

**13.8.2** UPM/AFT shall also have the right to use telephone tie lines between campuses provided that such use shall not interfere with, nor interrupt, normal District operation.

**13.8.3** In addition, UPM/AFT shall have the right to have 1500 copies per month for distribution to unit members, duplicated on District equipment. UPM/AFT will pay the cost of the paper.

## **13.9 Union Representatives: Access to Unit Members**

Unit members duly authorized as representatives of UPM/AFT shall be permitted to transact official Union business throughout the District provided, however, that such activity will in no way interfere with classroom instruction or assigned duties of unit members. The Union representative not an employee of the District shall advise the Superintendent/President of his/her presence on District property before conducting Union business.

## **13.10 Meet to Discuss Mutual Problems**

The Superintendent/President or his/her designee shall meet with the UPM/AFT President or his/her designee to discuss mutual problems of the College/District within three (3) working days if possible, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this contract. Both parties shall submit an agenda of items they wish to discuss.

## **13.11 Unpaid Leave of Absence**

The member(s) of UPM/AFT shall be entitled to an unpaid leave of absence to accept a position as a representative of the bargaining agent without loss of seniority in the District. The District will provide the unit member with the option to continue his/her fringe benefits at his/her expense. This leave shall be in blocks of one (1) or two (2) semesters and shall be limited to one (1) unit member per year.

## **13.12 Reassigned Time/Overload**

The District shall provide UPM with reassigned time or overload equal to 1.7 FTE per semester for official UPM work including but not limited to contract required committee work, grievance representation, faculty evaluation, Board liaison, negotiations, arbitration, and unit member representation at meetings and conferences related to official union business. UPM may purchase up to .8 FTE for additional reassigned time or overload units for the purposes set forth herein by reimbursing the District in advance (on a monthly basis) for the actual salary and benefit costs. The

allocation or distribution of these units shall be the sole prerogative of the UPM and shall not be included in or subject to the limitations set forth in Article 8 of the CBA.

### **13.13 Office Space**

The District shall provide UPM with approximately 200 square feet of office space for which UPM shall pay a fee of \$1,200.00 per year.

### **13.14 Meet and Confer**

UPM Executive Council and District Representatives, not to exceed five from each party, shall meet within thirty (30) days of either party's request to review and discuss contract issues including but not limited to definition of contract terms and provisions, efficiency issues, contract implementation problems and future negotiation issues. This contract review process is not to replace either the grievance process or the negotiation process.

### **13.15 Paid Conference Leave**

UPM official representatives (a maximum of three per semester) shall be granted no more than two (2) days paid Conference Leave (per person per academic year) to attend union related conferences. Requests for these leaves shall be filed with the unit member's supervisor at least two weeks in advance using a Faculty Absence Report. UPM shall submit a copy of the Faculty Absence Report to Human Resources. UPM shall track utilization of this leave, and shall provide information on use of the leave to the District upon the District's request.

### **13.16 Business Cards**

The district will provide business cards upon request to the Permanent/Probationary Full-time Unit Members and ETCUMS, after the unit member(s) complete the agreed upon form for the Reprographics Department. The business cards may only include information relevant to the unit member's assignment in the District. Business cards may not include information on employment activities outside the District.

### **13.17 Labor-Management Committee**

UPM and MCCD agree to the formation of a Labor Management Committee with the role to update and clarify the contract. The LMC will make recommendations, only by consensus, to the bargaining teams. LMC will commit to meet monthly and set a calendar of meetings to review and make recommendations to all articles within the term of this contract. The make-up of the committee shall be at the discretion of the respective unit—MCCD or UPM. Any recommendation of the Committee shall be non-binding. UPM and MCCD retain the right to bring into any LMC meeting as many "resource people" as it deems appropriate. UPM and MCCD shall have the right to have a dedicated note taker present at all LMC meetings. UPM LMC members shall not be compensated by the District.



## **ARTICLE 14: DISTRICT RIGHTS**

*(Entire Article Applicable to Children's Center Unit Members)*

The right of the District to manage the operations of the District shall remain unchanged except as it may be restricted or limited by the terms of this Agreement.

**14.1** All matters not specifically enumerated in this Agreement are reserved to the District as provided by law.

**14.2** It is understood and agreed that except as limited by specific provisions of this Agreement, the District retains all of their powers and authority to direct and control to the full extent of the law. Included in to those duties and the powers are the rights to:

- Direct the work of its employees; determine the method, means and services to be provided;
- Establish educational philosophy and goals and objectives;
- Ensure the rights and educational opportunities of students;
- Maintain the efficiency of the District operations;
- Determine the curriculum; build, move or modify facilities;
- Develop and implement budget procedures;
- In addition, the District retains the right to hire, assign, evaluate, promote, terminate and discipline employees.

**14.3** In the event of an emergency, the District shall have the right to rescind that portion of this Agreement directly related to the nature of the emergency. The District shall provide notice to UPM of its decision to rescind any portion of this Agreement within 24 hours. "Emergency" as used in this Article is limited to sudden, unforeseen happenings which require action to correct and /or protect lives and /or property which would prevent the normal functioning of the school District pursuant to this Agreement. If the District desires to continue its rescission of the article(s) beyond thirty (30) calendar days, it shall provide UPM notice and parties shall negotiate the continuance of the suspension of the rescinded article (s).

**14.4** The District's rights as stated above shall not be construed or interpreted to be a waiver of UPM's right to negotiate all mandatory subjects of bargaining as established by the Educational Employment Relations Act and as determined by the Public Employment Relations Board.

## ARTICLE 15: REDUCTION IN FORCE

### 15.1 Bumping Rights

**15.1.1 Lay-Off Notification.** If it becomes necessary to decrease the number of unit members represented by UPM, the District will issue lay-off notices to unit members by March 15th to be effective on June 30th of the same school year provided the District has first met its obligations as stated in 15.1.2 below.

**15.1.2 Transfer.** To utilize the services of permanent unit members efficiently, and to meet the requirements of EC 87743, the District will first transfer permanent unit members into any and all partial or complete alternative assignments occupied by temporary, contract, probationary, and or less senior permanent unit members, said transfers to redirect permanent unit members into alternative assignments in both the credit and or non-credit programs of the District.

- a. The transfers required by 15.1.2 shall be made on the contractually agreed upon minimum qualifications and competency criteria.

**15.1.3 Transfer Notification.** Notice of involuntary transfers, to avoid the termination of permanent unit members, shall be sent by the District to permanent unit members on or before March first in the academic year immediately preceding the academic year in which the layoffs are to become effective.

### 15.2 Re-employment Rights

**15.2.1** If the District has engaged in a reduction in force (as provided for in 15.1.1 above), the District shall within a period of 39 months re-employ permanent unit members who are on a partial or complete termination status into credit and or non-credit courses/programs or other contractual duties for which the unit member is minimally qualified and competent. This shall include but is not limited to, teaching courses which meet the contractual minimum class size, counseling, librarianship, substitute teaching, replacing unit members on any form of leave or reduced load, replacing unit members who have died, performing any function which is performed by unit members on reassigned time and teaching or performing any function in the non-credit program. In addition, laid-off or partially terminated permanent unit members shall be given first opportunity to develop and instruct new credit and/or non-credit courses which shall be scheduled and continually offered by the District if their enrollment(s) reaches the contractual minimum of twenty students initial enrollment per class. Implementation of this section of this contract shall comprise the District's contractual method of achieving compliance with EC 87744.

**15.2.2** Unit members who have been laid off shall be reinstated in order of seniority for a period of thirty-nine (39) months. Seniority shall be defined as the length of paid service

with the District as defined by statute. The offer of such position by the District shall be sent by certified mail by the District 45 days before the first day of reemployment of the unit member (or immediately upon the District learning of the vacancy if the discovery occurs within 45 days of the course/assignment beginning date) and shall be accepted or rejected by the unit member within ten (10) calendar days of the receipt of reemployment notice. The unit member must be prepared to begin reemployment on the first scheduled day of their new assignment. UPM will propose a method of assuring unit members on partial or complete termination of their right to create and teach credit and or non-credit courses so long as these courses meet the minimum contractual class size.

**15.2.3** Conflicts between the rights of unit members asserting their rehire rights during the thirty-nine months for which these rights exist shall be settled on the basis of seniority. Unit members exercising their rehire rights shall retain the right of first refusal during their period of rehire rights. UPM shall receive copies of all notices sent unit members regarding their rehire opportunities.

### **15.3 Seniority Rights During Re-Employment**

Seniority shall be defined as beginning with the first date of paid probationary service with the District, as defined by the Education Code. For purposes of this policy, any leave granted, i.e., sabbatical, professional, maternity, military, unpaid leaves, etc., shall not constitute an interruption of service, nor shall any reduced load assignment constitute an interruption of service.

### **15.4 Salary and Fringe Benefit Coverage of Re-Employed Unit Members**

All partially or completely terminated unit members, upon their partial or complete reinstatement, shall be paid their pro rata salary equivalent of their column and step placement on the permanent credit salary schedule. In addition, unit members reduced in load but not terminated in their employment shall continue to receive all of their fringe benefits if they retain fifty percent or more of their former full-time workload or its equivalent. Unit members reduced to workloads of less than half of their former permanent position, but more than or equal to forty percent of their former workload, shall immediately receive Kaiser medical coverage for the employee and one dependent if they are reinstated for unit member work during their thirty-nine months of re-employment rights. Unit members reduced to workloads of less than forty percent of their former permanent position, but more than or equal to ten percent of their former workload, shall immediately receive fifty dollars a month towards Kaiser medical coverage if they are reinstated for unit member work during their thirty-nine months of re-employment rights. The District is not obligated to pay fringe benefits to unit members reduced to workloads of less than ten percent of their former workload.

### **15.5 Benefits: Laid-off Unit Members Not Re-Employed**

Laid-off unit members, who have not been reinstated, may be continued in the District's medical and dental insurance programs at their own expense for the thirty-nine (39) months in

which they have return rights as employees. Unit members utilizing this option must pay each twelve (12) months of continued benefits on or before July 1 of each academic year.

**15.6 Right to Assignment: Unit Members on Re-Employment List**

No new faculty appointments shall be made, nor shall managers be assigned to teach credit or ADA generating non- credit courses while there are unit members on the re-employment list who are qualified for the position and who are available for reinstatement unless said unit members formally refuse reinstatement and resign from the District.

**15.6.1** The District shall not seek to nor engage in the "contracting out" of unit member work during the 39 month period of reemployment rights of any UPM unit members.

**15.7 Layoff Notification**

The District will provide the Union with a seniority list and will notify the Union in writing of the names of all unit members to be laid off, their last date of paid service, and their individual assignments during the last period of employment. This notice shall be given simultaneously with notification of the unit members.

**15.8 Competency Criteria**

Competency criteria under which seniority rights for bumping, transfers and assignments in the credit program may be exercised by those unit members holding California State Community College Teaching Credentials and/or meeting the minimum qualifications (as defined in 15.12 of the CBA) and meeting competency criteria (defined in this section).

**The individual possesses one or more and satisfies the following criteria: of the following credentials:**

- 1. Credential specifying Major .....(a) 9 teaching units in the discipline in a credit program at an accredited college or university within the last 7 years.**

Life CC Instructor  
 Life Standard Jr. College [Fisher]  
 Life Standard Designated  
 Subject Life Special Secondary  
 Life Standard Secondary  
 HSPS Instructor/Grandparent Waiver  
 HSPS Instructor/Waiver

**OR**

**OR**

- b) 9 semester units of upper division or graduate work in the discipline at an accredited institution in the last 7 years.

UPM/MCCD Discipline List (See 15.8.7 below)

**OR**

MCCD Credential

**OR**

(c) credentialed and, completing in the last 7 years, 24 semester units in the discipline, at the upper division and graduate levels, including at least 12 semester units at the graduate level, at an accredited institution.

**2. Credential specifying Minor.....**(a) 24 teaching units in the discipline in a credit program at an accredited college or university in last 7 years.

Life CC Instructor  
Life Standard Junior College  
[Fisher]  
Life Standard Designated Subject  
Life Standard Secondary  
MCCD Minor Award

**OR**

(b) credentialed and, completing in the last 7 years, 24 semester units in the discipline, including 12 semester units in upper division work, at an accredited institution, plus 9 teaching units in the discipline in a credit program at an accredited institution at any time.

**OR**

UPM/MCCD Discipline List (See 15.8.7 below)

**OR**

MCCD Credential

**3. Credential not specifying major or minor .....**(a) Master's Degree in the discipline from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

Life General Secondary Life Junior  
College  
[Pre-Fisher]

**OR**

**OR**

UPM/MCCD Discipline List (See 15.8.7 below)

(b) 24 upper division and graduate level semester units in the discipline, including 12 semester units at the graduate level, from an accredited institution, plus 1.(a) or 1.(b) or 1.(c) above.

**OR**

**OR**

MCCD Credential

(c) 24 semester units in the discipline, including 12 in upper division from an accredited institution, plus 2.(a) above.

**4. Life CC Librarian.....**(a) Paid professional college library experience at an accredited college or university library, equivalent to 15 teaching units, in the last 7 years.

**OR**

UPM/MCCD Discipline List (See 15.8.7 below)

**OR**

**OR**

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

**5. Life CC Counselor.....**(a) Paid professional college counseling experience at an accredited college or university equivalent to 15 teaching units, in the last 7 years.

**OR**

UPM/MCCD Discipline List (See 15.8.7 below)

**OR**

**OR**

MCCD Credential

(b) credentialed and, completing in the last 7 years, 24 semester units at the upper division and graduate levels, including 12 semester units at the graduate level, at an accredited institution.

**6. Life Limited Service Credential, issued prior.....**Senior only to permanent District employees hired during or after June, 1986.  
**June**

**15.8.7 Disciplines:** The existing disciplines list is the same as the FSA in 15.13 and shall be modified to reflect additions to or deletions from the College academic program.

**EXISTING DISCIPLINES LIST**

AJ	ANTH	ARCH	ART
ASL	ASTR	ACRT	AUTO
BEHS	VIOL	BOS	BUS *
CHEM	CHIN	CIS	COMM
COMP SCI	COUN	CHCNTER **	COUR
DANC	DENT	DRAM	ECE
ECON	EDUC	ELEC	ELND
ENGG	ENGL	ESL	ETST

FMTV	FIRE/EMT	FREN	GEOG
GEOL	H Ed (Health)	HIST	HUM
ITAL	JOUN	JPNS	LIBR
MACH	MATH	MEDA	MMST
MUS	NE	PE	PHIL
PHYS	POLS	PSYCH	REAL
S SC	SOC	SPAN	SPCH
STAT	STSK	WELD	

\* Includes Accounting and Management

\*\* Children’s Center – not part of our regular discipline list

**15.9 Competency For Bumping Into Adult Education**

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ADA generating non-credit program, displacing a temporary unit member or a permanent unit member with a lower seniority status, if the senior unit member meets the criterion stated in 1 below, or if the senior unit member meets criterion stated in 2 plus either of the criteria stated in 3 or 4 below:

**15.9.1** Possession of at least a credential minor, District granted teaching minor, partial fulfillment or limited service credential in the subject matter of the course to be taught (the relationship between credentials and course contents shall be subject to mandatory negotiations between UPM and the District, through the Professional Affairs Committee, with said negotiations occurring under the negotiation and arbitration provisions of Article VIII subsection 8.12.2, and with said negotiations occurring prior to February 15th preceding the March 15th on which termination notices are to be sent); or

- a. Possession of a minimum credential (District or State granted community college credential, general secondary credential, partial fulfillment credential, or a limited service credential); plus
- b. Documented paid or volunteer experience equivalent to 30 hours of employment in the last seven years, teaching, consulting, performing or counseling, in the area(s) in which the unit member will be instructing, advising and or counseling in the non-credit program; or
- c. Documented experience in teaching courses, which were offered in a District's ADA non-credit program over the last seven years, or in teaching similar or related courses in any college credit program over the last ten years.

**15.10 Competency For Bumping Into ESL Instruction**

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the ESL program, displacing any temporary employee, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below, or if the senior permanent unit member meets the criteria stated in b. and c. below:

- a. Credential in ESL and or a certificate in ESL.

- b. A credential in a foreign language or a credential in special education with a minor in English, plus (c) below;
- c. The equivalent of two years of adequate recent experience teaching ESL, or teaching remedial English, or teaching English in basic education classes within the last seven years.

#### **15.11 Competency For Bumping Into Disabled Instruction**

A senior permanent unit member shall be competent to be reassigned to courses/programs/newly created offerings in the disabled students program, displacing any temporary unit member, or a permanent unit member with a lower seniority status, if the senior unit member meets one or more of the criteria stated in a. below or if the senior permanent unit member meets the criteria stated in b. and c. below:

- a. Community College Counselor credential with a special education-handicapped designation for counseling assignments; a Community College Instructor's credential with a special education-handicapped designation for instructional assignments; or
- b. A Community College Counselor credential for counseling assignments; a Community College Instructor's credential for instructional assignments; plus
- c. The equivalent of two years of recent experience counseling or teaching disabled students in the last seven years.

#### **15.12 Minimum Qualifications**

To meet minimum qualifications provided for in 15.8, 15.13 and 15.14 unit members hired after July 1, 1990 shall possess one of the following:

- a. A master's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- b. A master's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13) and possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in the discipline of the faculty member's assignment.
- c. For unit members assigned to teach courses in disciplines where the master's degree is not generally expected or available, which are, generally, disciplines in specialized technical, trade, or industrial fields, either of the following:
  - i. Possession of a bachelor's degree from an accredited institution, or equivalent foreign degree, in a discipline within the same FSA (as defined in 15.13), plus two years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.



- ii. Possession of an associate degree from an accredited institution in a discipline within the same FSA (as defined in 15.13), plus six years of professional experience, plus appropriate certification to practice or licensure or its equivalent, if available.

**15.13 Faculty Service Areas**

- a. There shall be Faculty Service Area 1 for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

**FACULTY SERVICE AREA**

Administration of Justice	American Sign Language	Anthropology	Architecture
Art	Astronomy	Automotive Technology	Auto Collision Repair
Behavioral Science	Biology	Business *	Business Office Systems
Chemistry	Communication	Chinese	Computer Info. Systems
Computer Science	Counseling	Court Reporting	Dance
Dental Assisting	Drama	Early Childhood Educ.	Economics
Education	Electronics Technology	Environ. Landscaping	Engineering
English	ESL	Ethnic Studies	Film and TV
Fire Technology/EMT	French	Geography	Geology
Health Education	History	Humanities	Italian
Japanese	Journalism	Library	Machine & Metals Tech.
Mathematics	Medical Assisting	Multimedia Studies	Music
Nursing	Philosophy	Physical Education	Physics
Political Science	Psychology	Real Estate	Social Science
Sociology	Spanish	Speech	Statistics
Study Skills	Welding		

\*Includes Accounting and Management

- b. There shall be Faculty Service Area 2 for Children’s Center unit members only for the purpose of establishing minimum qualifications for seniority rights/reduction in force, transfers and assignments as follows:

**FACULTY SERVICE AREA 2**

*Children’s Center*

**15.13.1** For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, and 87743.5, 87744 and 87745 the list of "Faculty Service Areas" (FSA) in the Marin Community College District shall be derived from the state minimum qualifications-for-hire discipline list as defined by the Board of Governors in compliance with Education Code Section 87356, 87357, 87358 and 87359 (as provided for in 15.12 of the CBA). A unit member will be considered "competent" in an FSA if the unit member satisfies the state minimum qualifications-for-hire, including the equivalence provision, for the discipline of the FSA (as defined in 15.8 of the CBA).

**15.13.2** A unit member may petition for recognition of competence in an FSA by filing a petition for such recognition with the District. It shall be the responsibility of the unit member to provide the District with all records necessary to substantiate the claim of qualification and competence.

**15.13.3** Refusal to grant recognition in a faculty service area is grievable under Article 12 of the CBA.

**15.13.4** The last day to apply for recognition of a faculty service area for use in any academic year is February 15th of that academic year.

**15.14 Competency for Bumping into Children’s Center**

Competency for bumping into the Children’s Center as a result of a reduction in force shall be limited to unit members from the Children’s Center FSA.

## **ARTICLE 16: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY**

*(Provisions of Article 16 do not apply to unit members assigned to the Children's Center.)*

### **16.1 Filling of Permanent Positions**

UPM and the District acknowledge that the Education Code section 87360(b) provides that "hiring criteria, policies, and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the Governing Board and the Academic Senate and approved by the Governing Board."

The parties also acknowledge that the District has the obligation to meet and negotiate with UPM on mandatory subjects of bargaining. Following the joint agreement between the District and the Academic Senate, that joint agreement shall be provided to UPM. UPM shall have 30 days in which to demand that the District negotiate any aspect of the joint agreement which UPM believes is a mandatory subject of bargaining.

### **16.2 Part-Time/Full-Time Ratio**

The District shall comply with the state mandated part-time/full-time ratio as stipulated in Title 5 California Code of Regulations, Sections 51025, 53310 through 53312.

## ARTICLE 17: SECURITY SYSTEMS

*(Entire Article Applicable to Children's Center Unit Members)*

### 17.1 Security Systems

#### a. Purpose.

- i. This Article identifies agreed-upon parameters for the use of electronic surveillance systems and/or devices that effectively address the parties' mutual interest in fostering a safe workplace and educational environment, while respecting and protecting the privacy and academic freedom of unit members.
- ii. To that end, electronic surveillance systems and/or devices shall be employed with regard to unit members only for approved purposes. The placement and use of electronic surveillance systems and/or devices and their data must adhere to the requirements of this Article.

#### b. **Approved Purposes.** The following are the sole approved purposes for the use of electronic security surveillance systems and/or devices except as otherwise agreed by UPM and the District.

- i. Protecting District students, employees, and others in the campus community from violence and other harm.
- ii. Protecting District property and assets from theft and/or vandalism.
- iii. Assisting in the investigation of formal and informal complaints that the District is legally required to investigate pursuant to Title IX of the Education Amendments of 1972, or Title 5 of the California Code of Regulations, or other state or federal law, where the surveillance data could assist in corroborating or disproving the allegations.
- iv. Assisting in the investigation of criminal activity.
- v. Assisting in the investigation of egregious misconduct under Education Code section 87732, and providing supporting evidence thereof, in personnel matters.

#### c. **Limitations on Placement of Electronic Surveillance Systems and/or Devices.**

- i. **Placement Notice.** The District shall place clear signage providing notice that an area is under camera surveillance.
- ii. **Placement consistent with approved purposes.** Electronic surveillance systems and/or devices shall be placed in areas related to their approved purposes.

- iii. **Prohibition of Location.** Electronic surveillance systems and/or devices are prohibited in places where unit members typically engage in their professional responsibilities, and/or have a reasonable expectation of privacy. Therefore, electronic surveillance systems and/or devices shall not be placed in, nor directed into, classrooms, labs, faculty offices, restrooms, break rooms, and other areas where unit members regularly engage in professional duties and/or have a reasonable expectation of privacy. This limitation on placement does not prohibit placement of cameras at the point of entry into any District building.
  
- iv. **Changes to the Surveillance Systems.** The District shall provide the current locations of all cameras connected to the District's CCTV surveillance system to the UPM upon request. The District shall notify UPM of the planned installation or relocation of cameras connected to an electronic surveillance system, or new electronic surveillance systems, as follows:
  - 1. The District shall provide UPM with no less than fifteen (15) business days' advance notice (the "Placement Notice"). If UPM is concerned that the planned installation/relocation violates the terms of this Article, it may demand to meet and confer with the District.
  - 2. UPM may make a pre-placement demand to meet and confer within ten (10) business days of receiving the Placement Notice.
  - 3. The parties will meet and confer within three (3) business days from the request.
  - 4. If, after the meet and confer process, the District still intends to place the disputed cameras/systems, it shall notify UPM in writing. Such notice shall begin UPM's timeframe to file a grievance. UPM shall not file a grievance or other action asserting violation of the placement limitations in this Article without first utilizing the meet and confer process afforded by this section.
  - 5. During this meet and confer process and the grievance process, if any, the disputed cameras/systems shall not be installed/relocated.
  
- d. **Limitations on Access to Surveillance Data.** Information recorded on electronic surveillance systems and/or devices shall be accessed with regard to unit members only under the following circumstances:
  - i. The District, through its Chief of Police, has probable cause that a violation of law involving the theft and/or vandalism of District property or assets has occurred and that access to surveillance data would assist in the investigation. Probable cause is defined as a reasonable amount of suspicion, supported by circumstances sufficiently strong to justify a prudent and cautious person's belief that certain facts are probably true.
  - ii. The District is investigating a Title IX or Title 5 complaint, and the investigator has determined that the surveillance data could corroborate or disprove the allegations.

- iii. The District, through its Chief of Police, has probable cause that a violation of law has occurred that would be categorized as a felony and that access to surveillance data would assist in the investigation.
- iv. Subject to a lawful subpoena, judicial order, or other legal obligation to produce the data to a third party.

**e. Limitations on District Use of Surveillance Data.**

- i. **Prohibition of Use for Reviewing and Evaluating Members' Performance.** Information gathered from electronic surveillance systems and/or devices shall not be used to monitor unit members' attendance, work or work habits, except as allowed under subsection b, below. Nor shall such information be used in any part of the evaluation process, except to address a personnel action as allowed under subsection b.
- ii. **Limited, Permissible Use for Personnel Matters Involving Egregious Misconduct.** Data and/or information accessed from an electronic surveillance system may be used with regard to unit member personnel matters, including but not limited to disciplinary action, only where each of the following requirements is met:
  - 1. The data was accessed for an approved purpose and in accordance with the limitations set forth in paragraph 4, above; and
  - 2. The information gathered presents credible evidence of misconduct that falls under one or more of the causes for discipline under Section 87732 of the Education Code; and
  - 3. Only that portion of the data relevant to the personnel matter shall be referenced or relied upon in carrying out the personnel action.

**f. Authorized Access.** When the District will examine or disclose surveillance data related to a unit member, the following shall apply:

- i. **Authorization.** Except for compelling circumstances, subpoenas, or search warrants, access to surveillance data must be authorized in advance and in writing by the President or Vice President serving as the chief instructional officer using the "Authorization to Access Surveillance Data" form (Form 17.A). The President or Vice President serving as the chief instructional officer shall ensure that the access complies with the terms of this Article. The authority to access surveillance data may not be delegated to another District employee, except in the case of compelling circumstances, or compliance with legal requirements.
- ii. **Compelling Circumstances:** Under compelling circumstances, the least perusal of surveillance data and the least action necessary to resolve the compelling circumstance may be taken immediately

without authorization under subsection a, but authorization must then be sought within two (2) business days.

1. Compelling circumstances are situations in which failure to act is likely to result in significant bodily harm, significant property loss or damage to the District or its assets, significant liability to the District, or loss of significant evidence of one or more violations of law or of District policies that otherwise may be accessed under this Article.
- iii. **Search Warrants and Subpoenas.** Surveillance data may be accessed immediately without authorization under subsection a to comply with a search warrant or subpoena, but authorization must then be sought within two (2) business days.
  - iv. **Notification.** A signed copy of the “Authorization to Access Surveillance Data” form shall be sent to the UPM President within two (2) business days. Supporting documentation for the authorization shall be provided to the UPM President upon request, to the extent permitted by law and to the extent that this does not interfere with an investigation.
  - v. The original, signed request for “Authorization to Access Surveillance Data,” along with all supporting documentation, shall be made available for inspection by the affected unit member(s), upon request to the Vice President serving as the chief instructional officer, to the extent that disclosure does not violate the privacy rights of others and does not interfere with an investigation.



## **ARTICLE 18: NON-DISCRIMINATION**

*(Entire Article Applicable to Children's Center Unit Members)*

The District shall not discriminate against any unit member on the basis of, or perception of race, ethnic group identification, ancestry, color, religion, age, sex, national origin, sexual orientation, political beliefs, physical disability, mental disability, gender, marital status, medical condition (cancer, genetic characteristics, or pregnancy), status as a Vietnam-era veteran, or membership or participation in the activities of any employee organization insofar as such matters are within the scope of representation set forth in California Government Code Section 3543.2.





## **ARTICLE 19: SEVERABILITY**

*(Entire Article Applicable to Children's Center Unit Members)*

In the event that any provisions of this Agreement are or shall at any time be determined to be contrary to law by a court of competent jurisdiction, all other provisions to this Agreement shall continue in effect. If such provision or article is deemed to be invalid, both parties shall meet within thirty (30) calendar days to negotiate a replacement provision to the affected article or provision. This reopener shall be limited to the subject matter of the invalidated article or provision.

## ARTICLE 20: CONCERTED ACTIVITIES

*(Entire Article Applicable to Children's Center Unit Members)*

**20.1** It is agreed and understood that there will be no strike, work stoppage, slowdown, unlawful picketing or refusal or failure to fully perform job functions and responsibilities by UPM/AFT, 1610, or by its officers, agents, or unit members during the term of this Agreement.

**20.2** UPM/AFT, 1610, recognizes its responsibility to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage or slowdown during the term of this contract by unit members who are represented by UPM/AFT, 1610, UPM/AFT, 1610 agrees in good faith to take all necessary steps to cause those unit members to cease such action.

**20.3** Neither the District nor the Union shall take reprisals against any unit member for activities related to collective bargaining which have occurred during the negotiation of this Agreement.

## ARTICLE 21: UPM MEMBERSHIP DUES

*(Entire Article Applicable to Children's Center Unit Members)*

### 21.1 Payroll Deductions

The District shall deduct dues, charitable contributions, assessments, and all other obligations due the bargaining unit from the wages of all unit members of UPM/AFT 1610 who have submitted dues authorization forms to UPM.

### 21.2 Employee Rights

**21.2.1** The District and UPM recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal, alternative right of employees to refuse to form, join and participate in employee organizations. Neither party shall discriminate against an employee in the exercise of these alternative rights.

**21.2.2** Accordingly, membership in UPM shall not be compulsory. A unit member has the right to choose whether to become a member of UPM.

**21.2.3** Unit members who would like to make any changes to their membership status should contact UPM directly.

### 21.3 Employee Onboarding

**21.3.1 UPM Membership Form.** The District will provide new employees in positions within the bargaining unit with UPM membership information including the UPM membership dues ("dues") deduction authorization form. UPM will provide copies of such materials to the District for distribution. If an employee returns the UPM membership form to the District, the District will forward it to UPM.

**21.3.2 Notification to UPM.** The District will notify UPM of new faculty hires.

**21.3.3 Rehire/Recall of Unit Member.** Upon rehiring a unit member, or recalling a unit member from layoff status, when the District processes the employee as a new hire, the District will treat the employee as a new unit member for the purpose of deducting dues.

**21.3.4** Typically, the District does not process part-time faculty as new hires after a gap in assignments.

### 21.4 Payment and Records

**21.4.1 Payment Method.** A unit member may voluntarily sign and deliver to UPM a written authorization to deduct the properly established dues. Upon receipt of a monthly list of unit members

from UPM, the District will deduct from the pay of unit members and pay to the Union the normal and regular monthly dues.

**21.4.2 Authorization.** UPM certifies that it has and will maintain unit members' authorizations. UPM will not provide the District with a copy of a unit member's authorization unless a dispute arises about the existence or terms of the authorization.

**21.4.3 Reliance on Information Provided by UPM.** The District shall rely on information provided by UPM regarding authorizations for dues and any other deductions paid to UPM. UPM shall hold the District harmless and indemnify the District for claims made by employees for deductions made, or not made, in reliance on that information.

**21.4.4 Unit Member Terminated/Not on Payroll.** The District is under no obligation to make payroll deductions for periods during which a unit 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 for more than thirty (30) days.

## **21.5 Hold Harmless and Indemnify Provision**

**21.5.1** The Union 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 this Agreement pertaining to dues. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

**21.5.2** Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union 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 shall be compromised, resisted, defended, tried, or appealed.

**21.5.3** In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the disputed matter.

**21.5.4** The District shall not be entitled to be reimbursed for any costs for which the Union 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.



## **ARTICLE 22: COMPLETION OF AGREEMENT**

*(Entire Article Applicable to Children's Center Unit Members)*

This document comprises the entire Agreement between the District and UPM/AFT, 1610, on the matters within the lawful scope of negotiations. Subject to the decision of PERB, UPM and the District shall have no further obligation to meet and negotiate, during the term of this Agreement, except as otherwise provided for herein, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

## ARTICLE 23: TERM

*(Entire Article Applicable to Children's Center Unit Members)*

Effective on the date of execution of this agreement the contract for years July 1, 2021 to June 30, 2024 are settled and shall, except as otherwise provided therein, remain unchanged.

This Agreement covering contract years July 1, 2021 to June 30, 2024 shall become effective on the date of execution, except where otherwise provided herein, and shall continue in effect through June 30, 3024. The parties agreed to no reopeners for the contract term.

Initial proposals to be sunshined no later than 90 days prior to June 30, 2024.

## ARTICLE 24: PROFESSIONAL STANDARDS

### 24.1 Commitment to Professional Ethics

Unit members shall perform their professional obligations in accordance with the provisions of the American Association of University Professors Statement on Professional Ethics:

#### AAUP Statement on Professional Ethics

- a. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, those interests must never seriously hamper or compromise their freedom of inquiry.
- b. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
- c. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
- d. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.
- e. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university.

As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## **24.2 Progressive Discipline**

**24.2.1** The District shall implement progressive discipline, except that the District may implement more severe discipline where such discipline is warranted by the serious nature of the unit member's infraction or misconduct. Disciplinary actions shall relate fairly to the offense. In determining the appropriate discipline, the District shall consider relevant factors, such as whether the infraction or misconduct relates to prior infractions/misconduct, the unit member's responsiveness to corrective action, the impact of the unit member's infraction/misconduct on others and on the District, how the District has handled similar infractions/misconduct, and any mitigating circumstances. Prior to issuing a letter of reprimand or initiating a suspension or dismissal, the District will discuss it with UPM (if UPM does not represent the unit member in the matter, the District will not provide identifying details).

**24.2.2** Steps of progressive discipline may include:

- a. Verbal warning.
- b. Written warning, which should include the reasons for the warning and should direct the unit member to correct the problem or deficiencies. The written warning will remind the unit member of his/her/their right to UPM representation with regard to disciplinary matters. A written warning will be provided to the unit member, but will not be placed in a unit member's personnel file unless it is attached to a subsequent letter of reprimand or other further discipline.
- c. Letter of reprimand, which should: include the reasons for the reprimand; direct the unit member to correct the problem or deficiencies; and inform the unit member of possible consequences for failure to correct the problem or deficiencies. A copy of any letter of reprimand shall be provided to the unit member and placed in the unit member's personnel file. A unit member may submit a written response to a letter of reprimand within ten calendar days of the date of the letter. Any response shall be attached to the letter and placed in the unit member's personnel file.
- d. Suspension.
- e. Unpaid suspension.
- f. Dismissal.

**24.2.3** In addition to or in lieu of progressive discipline, the District may require unit members to complete training to address conduct concerns.



### **24.3 Causes for Discipline**

**24.3.1** Just cause is required for discipline.

**24.3.2** Causes for discipline other than dismissal include but are not limited to:

- a. A unit member's violation of any provision of the collective bargaining agreement;
- b. A unit member's violation of District Board Policies and Administrative Procedures; and
- c. Any of the causes set forth in California Education Code section 87732 as may be updated, which includes as of 2021:
  - i. Immoral or unprofessional conduct;
  - ii. Dishonesty;
  - iii. Unsatisfactory performance;
  - iv. Evident unfitness for service;
  - v. Physical or mental condition that makes him/her/them unfit to instruct or associate with students;
  - vi. Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the board of governors or by the governing board of the community college district employing him/her/them;
  - vii. Conviction of a felony or of any crime involving moral turpitude;
  - viii. Conduct specified in section 1028 of the Government Code.

**24.3.3** Causes for dismissal from employment, suspension for up to one year, and suspension for up to one year and a reduction or loss of compensation during the period of suspension are those set forth in California Education Code sections 87665, 87732, and other applicable laws.

### **24.4 Dismissal and Discipline Other Than Dismissal**

**24.4.1** Permanent/probationary and temporary unit members shall be subject to discipline in the form of dismissal from employment, suspension for up to one year, and suspension for up to one year and a reduction or loss of compensation during the period of suspension pursuant to applicable provisions of the California Education Code, including but not limited to sections 87665, 87666 to 87683, and 87732 to 87737 (if and as applicable).

**24.4.2** Unit members shall be subject to other disciplinary actions as provided for within this Article, Article 6 (see section 6.4), and as authorized by applicable sections of the California Education Code.

#### **24.5 Probationary/Contract Unit Members**

Nothing in this Article shall be construed to in any way limit or otherwise inhibit the District from exercising its authority to deny renewal of a probationary/contract unit member's contract, or to refrain from granting tenure to a unit member under applicable provisions of the California Education Code.

#### **24.6 Right to Representation and Representation Notice**

**24.6.1 Right to Representation.** Unit members have the right to UPM representation with regard to disciplinary matters. Where a unit member is represented by UPM on a disciplinary matter, the unit member agrees that the District may discuss details of the matter with UPM.

**24.6.2 Representation Notice.** If the District has a reasonable expectation that a meeting between management and a unit member may lead to discipline, the District shall notify the unit member of his/her/their right to bring a UPM representative to the meeting.

#### **24.7 Right to Representation in Unlawful Discrimination and Harassment Complaints against Faculty**

If the District determines that a complaint against a unit member alleging unlawful discrimination or harassment requires an investigation, the District will notify the unit member of the complaint. Unit members may arrange representation by a UPM representative, who may attend investigatory meetings with the unit member. An investigatory meeting is one in which a unit member is being asked questions regarding a complaint against him/her/them for which the District reasonably believes that disciplinary action could be imposed.

#### **24.8 Application of Article 12, Grievances**

**24.8.1** The District's imposition of a verbal warning or written warning are not subject to the grievance procedure in Article 12.

**24.8.2** Letters of reprimand or imposition of required training related to disciplinary matters may be subject to the grievance procedure if the District misrepresented, misapplied, or violated a provision of this Article 24 in issuing the letter of reprimand or requiring training.

**24.8.3** The District's imposition of a suspension, 90-day Notice under the Education Code, or dismissal shall not be subject to the grievance procedure in Article 12 but may be addressed by the unit member pursuant to applicable Education Code provisions.

## **ARTICLE 25: COPYRIGHT**

*(Entire Article Applicable to Children's Center Unit Members)*

**25.1** If a unit member produces copyrighted materials/product(s) as part of his/her/their required assignment during District reassigned time, or as part of his/her/their required assignment on a grant received by the District, or as part of his/her/their required assignment on a District sponsored research and development grant, then the District shall be entitled to repayment of its direct costs of production of said copyrighted materials in the manner stated in 25.2 below.

**25.2** All economic benefits derived from a copyright owned by a unit member, but produced as specified in 25.1 above, shall be paid by the unit member to the District until all of the District's documented direct costs are repaid.

## ARTICLE 26: REASONABLE ACCOMMODATION

### 26.1 Reasonable Accommodation

### 26.2 Procedure

A unit member with a disability who is seeking accommodation under the terms of the Americans with Disabilities Act must submit a Request for **Accommodation Form F26.0** to Human Resources at least one (1) month prior to the beginning of the semester or as soon as the need for accommodation is known by the unit member. On this form, he/she/they shall:

- a. specify the functional limitation(s) as a result of the disability and the desired accommodation to do the job because of these limitations;
- b. give authorization to the District to send a copy of the Request for Accommodation to the UPM representative responsible for the receipt of such requests.

### 26.3 Medical Verification

If the disability is not obvious or there is doubt about the need for the accommodation, the unit member shall provide written and signed permission for the District to contact the “medical” provider for the limited purpose of determining the unit member’s functional limitation(s) and proposed accommodation(s) with specific concern to:

- a. the unit member’s ability to perform the specific job with or without accommodation;
- b. the unit member’s ability to perform the job without posing a “direct threat” to the health or safety of the unit members or others.

“Medical” provider shall include a doctor, psychologist, rehabilitation counselor, occupational or physical therapist, independent living specialist, or other professional with knowledge of the unit member’s functional limitation(s).

### 26.4 District Process – Review of Request and Information

Human Resources shall review the unit member’s request, the information from the “medical” provider, if applicable, and meet with the unit member to obtain any other proposed accommodation information in order to complete the Accommodation Analysis. The unit member is entitled to representation by UPM at the meeting. If there is more than one possible accommodation, the District may select which accommodation to implement from among those that would be reasonable under the circumstances. If appropriate, the District shall make a “reasonable accommodation offer” to the unit member. A copy of the offer shall be sent to the UPM representative responsible for the receipt of Requests for Accommodation. The unit member and/or UPM shall have ten (10) working days to accept or reject the offer.

## **26.5 Required Notice to UPM and UPM Request for Negotiations**

The District shall provide to UPM, as the law requires, information considered in the Accommodation Analysis. Any medical information will be released if there are negotiable issues and with the acknowledgement by the unit member.

The District recognizes its obligation to negotiate with UPM on any negotiable issue affected by the “reasonable accommodation offer.”

Upon receipt of the “reasonable accommodation offer,” or upon receipt of the District’s notice that there appear(s) to be a negotiable issue(s), UPM may request that the parties enter into negotiations on the impact of the “reasonable accommodation offer”.

## **26.6 Unit Member’s Appeal of Denial of Request**

- a. If the District determines that an accommodation is not necessary, or that accommodating the disability would create an undue burden on the District, the District may deny the Request for Accommodation. If the unit member wishes to contest a denial of his/her Request for Accommodation or rejects the “reasonable accommodation offer” made by the District, he/she may file a written appeal of the denial or of the rejected offer with the Superintendent/President within ten (10) working days after receipt of the denial or the rejection of the offer. Within fifteen (15) working days, the Superintendent/ President shall notify the unit member of his/her proposed resolution.
- b. If the unit member is not satisfied with the Superintendent/ President’s proposed resolution, he/she may file a written appeal with the Board of Trustees within ten (10) working days of receipt of the proposed resolution. The Board or its designated subcommittee, shall review the appeal and all pertinent documentation and issue a final District decision within forty-five (45) calendar days after receiving the appeal. The decision of the Board or its designated subcommittee shall be final. A copy of the final District decision shall be forwarded to the unit member and UPM.

## **26.7 Confidentiality of Information**

The existence and nature of a claimed disability and any medical information related to a claimed disability are confidential information. Any party that receives such information will safeguard such information to the maximum extent permissible that will still allow each party to perform its obligations under this Agreement and the law. Each party assumes full responsibility for its own improper disclosure of confidential information obtained through this process.

## APPENDIX A: LIST OF UPM/MCCD FORMS

*Forms are available through the MyCOM portal.*

**Temporary Credit Unit Members' Application For Waiver of District Medical Benefits F.4.A**  
**Temporary Noncredit Unit Members' Application For Waiver of District Medical Benefits F.4.B**  
**Faculty Absence Report F.5.A**  
**Donation of Sick Leave F.5.B**  
**Unpaid Leave Application F.5.C**  
**Professional Development Leave/Honorary Leave Application F.5.D**  
**Sabbatical Leave Application F.5.E**  
**Sabbatical Application Scoring Rubric F.5.F**  
**Constructive Receipts Waiver for Units Banked F.5.G**  
**Offer of Assignment to Temporary Faculty F.6.A**  
**Classroom Observation Plan Form (F.7.A)**  
**Classroom Observation Form (F.7.B)**  
**Student Feedback Form (F.7.C)**  
**Self Evaluation Form (F.7.D)**  
**Teaching Portfolio (F.7.E)**  
**Online Faculty Evaluation Form (F.7.F)**  
**Team Evaluation Form (F.7.G)**  
**Development Plan Form (F.7.H)**  
**Child Development Program Teaching Portfolio (F.7.I)**  
**Child Development Program Class Observation Plan (F.7.J)**  
**Child Development Program Class Observation Form (F.7.K)**  
**Child Development Program Team Evaluation Form (F.7.L)**  
**Coach Student Feedback Forms (F.7.M)**  
**Coach Class Observation Plan Form (F.7.N)**  
**Non-Instructional Coaching Plan Form (F.7.O)**  
**Coach Team Evaluation Form (F.7.P)**  
**Counselor 1:1 Student Feedback Forms (F.7.Q)**  
**Counselor – 1:1 Observation Form (F.7.R)**  
**Counselor – 1:1 Observation Reflection Form (F.7.S)**  
**Counselor Self-Evaluation (F.7.T)**  
**Counselor Team Evaluation Form (F.7.U)**  
**ESL Student Feedback Form (F.7.V)**  
**Health Center Nurse Student Feedback Form (F.7.W)**  
**Mental Health Counselor Student Feedback Form (F.7.X)**  
**Health Center Nurse & Mental Health Counselor Observation Form (F.7.Y)**  
**Health Center Nurse & Mental Health Counselor Observation Reflection Form (F.7.Z)**  
**Health Center Nurse & Mental Health Counselor Self-Evaluation (F.7.AA)**

**Health Center Nurse & Mental Health Counselor Team Evaluation Form (F.7.BB)**  
**Student Feedback – Reference Desk Forms (F.7.CC)**  
**Reference Desk Observation Reflection Form (F.7.DD)**  
**Reference Desk Observation Form (F.7.EE)**  
**Librarians – Team Evaluation Form (F.7.FF)**  
**Student Feedback – Reading and Writing Lab Forms (F.7.GG)**  
**Reading and Writing Lab Reflection Form (F.7.HH)**  
**Reading and Writing Lab Observation Form (F.7.II)**  
**Community Education Evaluation Form (F.7.JJ)**  
**Full-Time Faculty Assignment Request Form F.8.A**  
**Stipend And Part-Time Faculty Noninstructional Assignment Request Form F.8.B**  
**Office Hours F.8.C**  
**Institutional Research & Development Grant Application F.8.D**  
**Reduced Load Application F.8.E**  
**Academic Department Chair Self-Evaluation F.8.F**  
**Academic Department Chair Evaluation F.8.G**  
**Department Request For Part-Time Faculty Assignments F.8.H**  
**Authorization to Access Surveillance Data Form F.17.A**  
**Request for Accommodation Form F.26.0**



## APPENDIX B: CLASS SIZE LIST

*Class Size List is under development as of August 13, 2021. The table will be added here when completed.*



**COMPOSITION OF THE NEGOTIATION TEAMS**

**FOR THE UPM**

- Gregg Grist
- Marco Gonzalez
- Patrick Kelly
- Scott Serafin

**FOR THE DISTRICT**

- Cari Torres-Benavides
- Carol Hernandez
- Devon Kinka Ruiz
- Mia Robertshaw