

**GROSSMONT-CUYAMACA
COMMUNITY COLLEGE DISTRICT**

**GOVERNING BOARD/
UNITED FACULTY
AGREEMENT**

JULY 1, 2006 - JUNE 30, 2009

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ARTICLE I

RECOGNITIONS, DEFINITIONS, AND MEMBERSHIP

1.1. Recognition

The Grossmont-Cuyamaca Community College District Governing Board recognizes United Faculty of Grossmont-Cuyamaca Community College District as the Exclusive Representative of the employees in the unit as defined in subsection 1.2.

1.2. Definitions

The Unit represented by United Faculty shall include all employees in academic positions except; continuing education/adult non-credit instructors and supervisory, management, and confidential employees as defined in the Educational Employment Relations Act (EERA).

1.3. Payroll Deduction

The District shall deduct monthly dues established by United Faculty, from the salary of members and fair share fee payers to be remitted monthly to United Faculty, subject to the following:

1.3.1. The deductions for union members shall begin when the employee files the appropriate form with the District Personnel Office.

1.3.2. Within thirty (30) calendar days from the date of the commencement of assigned duties in a bargaining unit position, the employee shall be notified by the District of their obligation, if not a member of United Faculty, to pay a fair share fee.

1.3.3. If the employee is not a member of United Faculty, then commencing with the first payroll cycle, the District shall deduct a fair share fee in an amount which is in conformity with and authorized by, law.

1.3.3.1. Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support United Faculty, except that such employee, unless previously agreed, shall pay, in lieu of a fair share fee, sums equal to such fee to either the Cuyamaca College or the Grossmont College Foundation. Employees may apply for this exemption with the United Faculty Office.

1.3.3.1 Any employee eligible for this religious exemption shall, as a condition of continued exemption from the requirement of financial support to United Faculty, furnish United Faculty with copies of receipts from the charity selected as proof that such payments have been made, or shall authorize payroll deduction of such payments.

1.3.4. The District is not obligated to initiate fair share fee deductions until it is satisfied that United Faculty has met its obligations under State and Federal law: 1. to inform nonmembers of the amount of fair share fees including an appropriate breakdown of chargeable expenditures; 2. has available to all such nonmembers a prompt hearing regarding the agency fee amount before a neutral decision maker; and 3. has established procedures for escrowing the fees that are reasonably in dispute. Before requesting that fair share fees be deducted, United Faculty shall provide such information to the District that the District deems necessary to establish United Faculty's compliance with this section.

1.3.5. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period fifteen days after the filing of the appropriate form.

1.3.6. The District shall, upon notice of the unit member or United Faculty, adjust payroll deductions for membership dues of members to fee payer when status changes.

1.3.7. United Faculty shall notify all unit members and the District of a dues change.

1.3.8. It is agreed that the District assumes no obligation to, in any manner, enforce the provisions of the above sections beyond implementing any valid and un-revoked payroll deduction authorization and, to the extent consistent with law, automatic payroll deduction of fair share fees.

United Faculty shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the organizational security provisions contained herein.

United Faculty agrees it shall reimburse the District for any and all legal costs and attorney fees and shall hold the District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article, or District reliance on any list, notice, document, certification, or authorization furnished under this Article by United Faculty.

1.3.9 The District, at no cost to the employee, shall permit payroll deductions for annuities, charities, professional dues, payment for medical benefits for dependents over age 23, and/or a credit union authorized by the Governing Board, if the county can accommodate.

ARTICLE II

UNITED FACULTY/DISTRICT RELATIONS

2.1. Consultation

2.1.1. The Governing Board and United Faculty, recognizing the importance of frequent communications in maintaining a cooperative relationship, agree to schedule meetings between United Faculty officers or their designee(s), and the Chancellor or designee(s), and College Presidents or designee(s) at frequent intervals. Other meetings with Deans and Directors shall be by mutual consent. The meetings shall not be for the purpose of negotiating working conditions or specific individual grievances, but to discuss and resolve mutual problems germane to United Faculty/District relationships.

2.1.2. The District and United Faculty, at the request of either party, shall consult on matters pursuant to the consultation provisions of California Government Code Section, 3543.2

2.1.3. Nothing herein may be construed to limit the right of any employee or employee organization to consult with the District on matters outside the scope of representation.

2.2. Access to Information

2.2.1. Upon request, United Faculty and the District shall provide one another information required for compliance with California Government Code, Sections 3540 through 3549.3.

2.2.2. Upon request, United Faculty shall be provided nonconfidential information. If the requested information is not included in the Governing Board agenda, and not readily available in the requested form, United Faculty shall pay the costs incurred in obtaining the information.

2.2.3. The District shall provide United Faculty, within thirty (30) days after the beginning of each semester or intersession, the names of the employees in the bargaining unit, including job title, work location, salary placement, and hire date. The District shall also notify United Faculty within 30 days of the hire or termination of any employee subsequent to the reporting dates.

2.2.4. The District shall provide United Faculty two copies of all tentative, preliminary, and final budgets and shall seat at least one United Faculty representative on the District Budget Committee.

2.2.5. If the District determines to amend or modify a current written policy that is within the scope of bargaining pursuant to California Government Code Section 3543.2 during the term of the present contract, they shall notify

United Faculty in writing ten days prior to the proposed change. United Faculty, during this ten-day period, shall notify the District in writing whether these changes are a negotiable item.

2.2.6. If employee organizations are given a designated seating place at District Governing Board meetings, United Faculty shall have the same right. United Faculty President, or designee, shall have the right to address the Governing Board on appropriate agenda items in accord with the Governing Board procedures.

2.3. Use of Facilities

2.3.1. Unit members may conduct United Faculty business during appropriate times. These activities shall not abrogate personal rights, shall be performed in a responsible manner, and shall not interfere with District operations.

2.3.2. An authorized United Faculty representative may request the use of a specific District facility, specifying time, place, and type of activity to be conducted. The request shall be granted upon verification that the activities and use of facilities will not conflict with prior commitments for the facility, school programs, and/or duties of unit members. Denial by the District of a request shall be in writing and shall include a rationale for the decision.

2.3.3. The District shall provide adequate bulletin board space for United Faculty communications. United Faculty shall have the right to use District mail distribution services in accord with the standards detailed in subsection 2.3.1.

2.3.4. The District shall provide for the full-time use of United Faculty one double-occupancy office on the Grossmont College campus and one single-occupancy, or one-half of one double-occupancy office on the Cuyamaca College campus. United Faculty shall reimburse the District for long-distance and toll calls initiated by United Faculty.

2.3.5. The District shall provide one single office on each campus for full-time use of the Academic Senate.

2.4. Reassigned Time

2.4.1. The District shall provide 1.0 LED reassigned time per semester to United Faculty for employee representation business including, but not limited to, the handling of grievances and negotiations.

2.4.2. United Faculty shall have the right to purchase additional reassigned time for the conducting of United Faculty activities. United Faculty shall compensate the District for this reassigned time at a rate equal to Step 8

rate of the Part-time Salary Schedule.

2.4.3. The District shall provide reasonable paid reassigned time for negotiation and processing of grievances.

2.4.4. United Faculty shall notify the Chancellor in writing 45 days prior to the commencement of classes for any semester during which reassigned time is to be utilized.

2.4.5. The District shall provide 0.6 LED reassigned time per semester for each of the two Academic Senate Presidents.

ARTICLE III

DISTRICT RIGHTS AND EFFECT OF AGREEMENT

- 3.1.** This agreement expresses the entire understanding between the Governing Board and United Faculty and supersedes all previous agreements between them, whether written or oral. It also supersedes any rules, regulations, policies, or practices of the Governing Board that are contrary to, or inconsistent with, its terms.
- 3.2.** If any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of the Agreement as long as it can be effective without the invalid provision. To this end, the provisions of this Agreement are severable.
- 3.3.** In accord with AB 1725 and the rules and regulations governing California Community College Districts, the District Governing Board shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the Governing Board may initiate and carry on any program or activity, or may otherwise act in any manner that is not in conflict with, or inconsistent with, or preempted by, any law that is not in conflict with the purposes for which community college districts are established.
- 3.3.1.** The Governing Board shall establish rules and regulations not inconsistent with the regulations of the Governing Board of Governors and the laws of this state for the government and operation of one or more community colleges in the District.
- 3.3.2.** The Governing Board shall do all the following:
- 3.3.2.1.** Establish policies for, and approve, current and long-range academic and facilities plans and programs and promote orderly growth and development of the community colleges within the District. In so doing, the Governing Board shall, as required by law, establish policies for, develop, and approve comprehensive plans.
- 3.3.2.2.** Establish policies for, and approve, courses of instruction and educational programs and determine hours and times of operation and the kinds and levels of service to be provided.
- 3.3.2.3.** Establish academic standards; probation, dismissal, readmission policies, and graduation requirements not inconsistent with the minimum standards adopted by the Board of Governors.

- 3.3.2.4.** Assign personnel to effect efficient and educationally sound staffing to determine staffing patterns; employ and assign all personnel not inconsistent with the minimum standards adopted by the Governing Board of Governors, and establish employment practices, salaries, and benefits for all employees not inconsistent with the laws of this state.
- 3.3.2.5.** Determine budget allocations to the extent authorized by law, and determine and control the District's operational and capital outlay budgets. The District Governing Board shall determine the need for elections for override tax levies and bond measures and request that those elections be called.
- 3.3.2.6.** Manage and control District property and contract for the procurement of goods and services as authorized by law.
- 3.3.2.7.** Contract for educational projects and construction, maintenance of facilities and equipment, and build, move, and/or modify facilities.
- 3.3.2.8.** Establish procedures not inconsistent with minimum standards established by the Board of Governors to ensure faculty, staff, and students the opportunity to express their opinions at the campus level and to ensure that these opinions are given every reasonable consideration, and the right to participate effectively in district and college governance, and the right of academic senates to assume primary responsibility for making recommendations in the areas of curriculum and academic standards.
- 3.3.2.9.** Establish rules and regulations governing student conduct.
- 3.3.2.10.** Establish student fees as it is required to establish by law, and in its discretion, fees as it is authorized to establish by law.
- 3.3.2.11.** In its discretion, receive and administer gifts, grants, and scholarships.
- 3.3.2.12.** Provide auxiliary services as deemed necessary to achieve the purposes of the community college.
- 3.3.2.13.** Within the framework provided by law, determine the District's academic calendar, including the holidays it will observe.
- 3.3.2.14.** Hold and convey property for the use and benefit of the District. The Governing Board may acquire by eminent domain any property necessary to carry out the powers or

functions of the District.

3.3.2.15. In carrying out the powers and duties, the Governing Board shall have full authority to adopt rules and regulations, not inconsistent with the regulations of the Board of Governors and the laws of this state, that are necessary and proper to executing these prescribed functions.

3.3.2.16. Wherever in this section or any other statute, a power is vested in the Governing Board, the Governing Board of a community college district, by majority vote, may adopt a rule delegating the power to the District's chief executive officer or any other employee or committee as the Governing Board may designate; provided, however, that the Governing Board shall not delegate any power that is expressly made non-delegable by statute. Any rule delegating authority shall prescribe the limits of the delegation.

3.4. The adoption, modification, or repeal of any written rule, regulation, or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation or policy relates to wages, hours, or other terms and conditions of employment as defined by California Government Code Section, 3543.2. If the Governing Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.

3.5. This Agreement shall not modify or replace the rights of certificated employees except as the specific and express terms of this Agreement require, and then only to the extent permitted by law.

3.6. The Governing Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Governing Board shall meet and negotiate on matters within the scope of representation only with United Faculty, as long as United Faculty remains the exclusive representative of the bargaining unit.

The exercise of the authority shall be limited only by law and the terms of this contract and shall not infringe upon United Faculty's right to consult on educational objectives, course content, and selection of texts as stated in California Government Code Section, 3543.2

ARTICLE IV

GOVERNANCE AND PARTICIPATION

4.1. Reassigned Time

In the collegial governance of the District, faculty play an important leadership role which may sometimes best be facilitated by reassignment from the primary load. Such assignments shall not be made to assume administrative duties.

All activities determined by the District to require reassignment of faculty from the primary load shall be fully described, including expected length of assignment and criteria for evaluation. Responsibilities of Department Chairs and Instructional Program Coordinators are described in Appendices K-11 and K-12. Proposed assignments shall be reviewed by the Reassigned Time Review Committee (RRC) for recommendation to the Chancellor regarding the appropriateness of the proposed assignment to a faculty leadership role.

4.1.1. Faculty Reassigned-Time Review Committee (RRC)

The Reassigned-Time Review Committee shall be considered a subcommittee of the Collective Bargaining Committee. It shall be comprised of three (3) representatives appointed by United Faculty and three (3) representatives appointed by the Chancellor. The Chairperson shall be designated by the committee. The committee shall review all proposed reassignments for faculty in accordance with Section 4.1. and make a determination regarding load value of proposed assignments.

Load value determinations for reassigned time assignments, other than department chairs and coordinators shall be based upon procedures agreed upon between United Faculty and the District. Load values for department chairs and coordinators shall be based upon the formula specified in Appendix I-1. Determination of the RRC shall be final and not subject to the grievance under this agreement (Article XVIII).

4.2. Selection of Department Chairs

The term of office for Department Chairs shall be two (2) years. Department Chairs shall be selected as follows:

4.2.1. An election shall be held in a Department at the call of the appropriate administrator, on or before April 15 of the last year of the present Chair' term of office, for the purpose of nominating one (1) person acceptable to the members of the Department. The election shall be by secret ballot.

4.2.2. All full-time faculty members teaching in the Department shall be eligible to vote in the election of the Department Chair.

4.2.3. Within five (5) working days after the election, the present Chair shall notify the appropriate Dean, in writing, the name of the individual receiving the highest number of votes. Within five (5) working days after receiving the Chair's notification, the Dean, in writing, shall notify the present Chair of the acceptance or rejection of the nominee. If the Dean rejects the nominee, notification shall include cause and detailed justification, in writing, and a call for a conference with the Department to resolve the issue.

4.2.4. The term of office shall commence at the beginning of the Fall semester.

4.2.5. After one (1) semester, if a Chair's performance is considered unsatisfactory by the appropriate administrator or by a majority of a Department or discipline, the appropriate administrator shall call for an election to select a new Chair to serve the remainder of the term.

4.2.6. If the Chair resigns the position, a written notification shall be provided.

4.3 **Selection of Instructional Program Coordinators**

4.3.1 Instructional Program Coordinators will be selected by the appropriate administrator.

4.4. **Compensation for Department Chairs and Coordinators**

4.4.1. See Appendix I-1 for Base Reassigned Time Formulas for Instructional Department Chairs/Coordinator and Appendix I-2 for Non-Classroom Chairs/Coordinators.

4.4.2. Each Chair/Coordinator shall have the option of selecting one of the following methods for compensation of the LED calculation from the formula.

4.4.2.1. Reassigned Time

4.4.2.2. A portion of the LED may be used for clerical assistance.

4.4.2.3. A portion of the LED may be banked.

4.4.3. Assignments under Department Chair or Program Coordinator duties approved by the appropriate administrator(s) during summer or intersession, shall be compensated on the "Non-classroom Activities Performed by Part-time and Full-time" salary schedule, Appendix E.

ARTICLE V

EVALUATION AND TENURE

5.1. Purpose and Guidelines

5.1.1. The principal purposes of the evaluation process are:

5.1.1.1. To recognize and acknowledge good performance.

5.1.1.2. To enhance satisfactory performance and help employees who are performing satisfactorily to further enhance their own growth.

5.1.1.3. To identify weak performance and assist employees in achieving needed improvement.

5.1.1.4. To document unsatisfactory performance.

5.1.2. The evaluation process should be effective in yielding a useful and substantive assessment of performance. It should be useful:

5.1.2.1. To the evaluatee, in identifying areas of strength and weakness.

5.1.2.2. To the institution, in facilitating the achievement of the highest possible standards of performance.

5.1.3. It shall gain its substance in that:

5.1.3.1. The employees' students, administrators, and peers all contribute to the evaluation.

5.1.3.2. The evaluation is based on clear and relevant criteria.

5.1.3.3. The evaluation is conducted in a fair and timely fashion and in accordance with uniform procedures.

5.1.3.4. The evaluation has palpable consequences, including, in the cases of contract and part-time faculty, the renewal or termination of employment, and, for all faculty, acknowledgment of good performance and a process of remediation when significant deficiencies are perceived.

5.1.4. The evaluation and tenuring of faculty shall be free from unlawful discrimination on the basis of race, creed, color, age, sex, national origin, physical handicap, marital status, or concurrent employment in a division of the District by members of the same family.

- 5.1.5.** The evaluation may be based upon information obtained through the use of videotape or other recording devices only with the written permission of the faculty member.
- 5.1.6.** Evaluative comments must be supported by the observations from which they are drawn.
- 5.1.7.** Only signed and substantiated materials of complaint or commendation shall be used in the evaluation process or referred to in any evaluation records. The unit member shall be notified within five (5) working days by the appropriate administrator of any signed, unsolicited complaint made against the unit member that may affect the evaluation process. No administrative disciplinary action shall be taken prior to consultation with the unit member. The evaluatee shall have the opportunity to comment upon, agree with, or dispute such commendations/complaints in writing and have them attached thereto. Once substantiated by the appropriate administrator, any commendation/complaint deemed relevant to the evaluation/tenure process shall be forwarded to the Department Chair/Coordinator, or in the case of contract faculty, to the Tenure Review Committee Chair.
- 5.1.7.1.** The unit member and his/her Department Chair/Coordinator shall be notified within five (5) working days by the appropriate administrator of any complaint/commendation made in accordance with the process outlined above in subsection 5.1.7 that may affect the evaluation/tenure process. No administrative action shall be taken prior to consultation with the unit member.
- 5.1.8.** The private life of a faculty member, including religious, political, and organizational affiliations, or sexual preference, shall not be a part of the tenure review process, nor shall evaluation be based upon derogatory information unrelated to his/her performance of the duties as detailed in the appropriate official job description.
- 5.1.9.** A unit member may authorize, in writing, a United Faculty representative to review his/her personnel file. The authorized representative shall have all of the same privileges of inspection that are a right of the unit member.
- 5.1.10.** All Evaluation/Tenure Forms and supplemental materials to be used shall be provided to the President of United Faculty.
- 5.1.11.** Timelines for evaluations in the remainder of this Article assume that teaching assignments are a full semester in length. Where this is not the case, the appropriate administrator, in consultation with the Departments, will make reasonable modifications to the timelines and will be responsible for seeing that the revised schedules are administered uniformly throughout the Colleges.

5.2. Responsibilities

5.2.1. District and United Faculty

The District and United Faculty shall periodically review and assess the Tenure and Evaluation Procedures and Forms, Job Descriptions, and the functioning of committees.

5.2.2. Tenure Review Coordinator

A position of Tenure Review Coordinator shall be established at each college. The Tenure Review Coordinator shall be a regular faculty member. The Tenure Review Coordinator shall assume those duties and receive the compensation described in Subsection 5.4.1. The Tenure Review Coordinator shall report to the appropriate college president or designee and shall keep the President of United Faculty apprised of their activities.

5.2.3. Due Process:

5.2.3.1. Each evaluatee or faculty member of an evaluation team or tenure committee has the right to file a Due Process Claim regarding the evaluation. A complaint may be filed if it states in writing the alleged fact of biased treatment or an alleged fact of a violation of established procedures. The grievance procedures of Article XVIII will apply when the complaint regards management.

5.2.3.2. A standing Due Process pool shall be comprised of the members of the United Faculty Steering Committee and the Grossmont and Cuyamaca Academic Senates' committee for professional relations.

5.2.3.3. From the pool, a three (3) member Due Process Panel shall be appointed by the President of the United Faculty to serve as a hearing body. The Due Process Panel shall exist to act as a hearing body in the event that a faculty evaluatee, or faculty member of any evaluation team or tenure committee, alleges in writing a complaint in regard to 5.2.3.1.

5.2.3.4. The Due Process Panel shall not be responsible for the substantive issues involving recommendations to grant or deny tenure, nor shall it be responsible, in the cases of regular and part-time faculty, for assigning the final overall summary evaluation score.

5.2.3.5. The Due Process complaint shall be filed in writing on the appropriate form by the complainant with the appropriate college president or designee who shall, within five (5) working days, notify in writing United Faculty and, in the case of contract faculty, the Tenure Review Coordinator.

5.2.3.6. Due Process complaints involving contract faculty shall be filed within ten (10) days of occurrence or before the end of the fourteenth (14) week of the fall semester of the academic year, or, in the cases of regular and part-time faculty, before the end of the fourteenth (14) week of the semester in which the evaluation is being conducted. If an untimely complaint is raised, the person filing the complaint must demonstrate why the alleged violation could not have been discovered in a timely manner. The Panel will then make the decision concerning this timeliness.

5.2.3.7. The President of the United Faculty shall direct the Panel to act on the complaint. The Panel shall be provided the written complaint submitted to the College President on the appropriate form. The Panel shall examine the complaint(s), meet with members of the evaluation team or committee and others deemed necessary, and confer with the faculty evaluatee. The Panel shall not be required to conduct a "trial-type" evidentiary hearing. Any person against whom allegations are made within the Due Process Procedure has a right to examine the allegation and to respond accordingly.

5.2.3.8. The Due Process Panel shall, within seven (7) working days following the filing of a complaint, render its findings and recommendations in writing on the prescribed form to the appropriate College President or designee with a copy to United Faculty.

5.3. Evaluation Components

Except as noted under section 5.3.3., all faculty members' evaluations shall include three components:

5.3.1. Peer Component. In accordance with Section 87663 of the California Education Code, a "peer review" of faculty performance shall be included in every evaluation.

5.3.1.1. For purposes of evaluation, a "peer" is defined as a tenured faculty member who teaches in the subject area in the evaluatee's department. When this requirement cannot be met, then the peer shall be drawn from a related discipline at either college.

5.3.1.2. For purposes of evaluation, a "review" is defined as an observation of a teaching situation (laboratory, lecture) or other student contact situation (counseling, library orientation, etc.) for at least fifty (50) minutes and an assessment of compliance with the evaluatee's responsibilities as stated in the job description or, in the case of tenured faculty, options for "review" are defined in 5.5.2.2.

5.3.2. Management Component. A management review of faculty performance shall be included in every evaluation.

5.3.3. Student Component

5.3.3.1 Instructional Faculty

Student evaluations will be conducted in one (1) class period for each preparation in the case of tenured and part-time faculty (or in at least two (2) classes where there is only one (1) preparation) and in every class for contract faculty. Evaluations may be administered either by a peer evaluator or a management evaluator after the third (3) week of class. Days and hours selected shall not interfere with scheduled examinations.

5.3.3.1.1. To the extent practicable, a student component shall be included in the evaluation of faculty assignments taught on-line or other distance education technique outside the classroom. Student Instructor Evaluation Form – Distance Education may be found in appendix H-26A and H27A. On-line student evaluations shall be administered via an automated survey process. The standard instructions will be delivered to the student via the student's GCCCD 3-mail address. The student component may be excluded from the evaluation process by agreement among the Department Chair/Program Coordinator, appropriate administrator(s) and appropriate Vice President.

5.3.3.2. Non-instructional Faculty

To the extent practicable, a student component shall be

included in the evaluation of faculty whose primary assignment is outside the classroom. It is the intent of the District and the United Faculty to design an evaluation appropriate to the student contact situation. Student Evaluation forms and instructions for administration may be found in Appendix H. The student component may be excluded from the evaluation process by agreement among the Department Chair/Program Coordinator, appropriate administrator(s) and appropriate Vice President.

5.3.4. Summary Reports and Summary Ratings. In the remainder of this Article, references are made to Summary Reports and Summary Ratings. Summary Ratings are to be assigned by peer(s) and a manager on a five-point scale, and will be calculated as statistical averages of student responses. Whereas the Evaluation Forms themselves call for a response to a statement from “Strongly Agree” to “Strongly Disagree,” it is understood that there will be five points on the scale for that response and the Summary Rating will be represented as a number between 5 (Strongly Agree) and 1 (Strongly Disagree) according to which point is selected by the evaluator, or, in the case of Student Evaluations, according to the statistical average of the points selected. (See Appendices H-1 through H-25 for all forms.)

A Summary Report will be compiled at the end of each evaluation. At a minimum, a Summary Report shall contain:

- (1) a statistical summary of the student evaluations and a calculated Summary Rating except where excluded per section 5.3.3.2., 5.3.3.1.1.;
- (2) one (1) Evaluation Form from each peer or management evaluator, each with an assigned Summary Rating;
- (3) a cover sheet containing Student, Peer, and Management Summary Ratings, and an overall Summary Rating based on their weighting.

(Additional elements are required in the Summary Report for contract faculty, and are specified in Section 5.4.4.8.1.).

Weighting of the Summary Ratings for Contract faculty shall be:

Student:	40%
Peer 1:	20%
Peer 2:	20%
Manager:	20%

Weighting of the Summary Ratings for Tenured and Part-time faculty shall be:

Student:	40%
Peer:	30%
Manager:	30%

When a student component is not included, weighting of the Summary Ratings for Contract faculty shall be:

Peer 1:	33.33%
Peer 2:	33.33%
Manager:	33.33%

When a student component is not included, weighting of the summary Ratings for tenured and part-time faculty shall be:

Peer:	50%
Manager:	50%

5.3.5 Evaluative Criteria and Instruments. The categories for evaluation are listed on the Evaluation Form (see Appendix H), and are represented in the content of the Student Evaluation Form. Both are based on the evaluatee's responsibilities as stated in the official job description.

5.3.5.1. In the event that a faculty member is assigned duties other than those in the official job description, the faculty will be evaluated according to criteria appropriate to those assignments.

5.4. Evaluation of Contract Faculty for Tenure

5.4.1. A Tenure Review Coordinator shall be appointed by the President of each college with the concurrence of the United Faculty President and in consultation with each college Academic Senate President, respectively, to coordinate all tenure review activities, including training of Tenure Review Committee members, committee selection, and implementation of tenure and evaluation policies detailed in this contract. Compensation for these positions shall be determined by the Faculty Reassigned-Time Review Committee.

- 5.4.2.** A Tenure Review Committee shall be formed for each contract faculty member and shall be composed of:
- 5.4.2.1.** The appropriate administrator and two (2) tenured faculty.
 - 5.4.2.2.** In accordance with the definition of “peer” in Section 5.3.1.1, two (2) tenured faculty members shall be nominated by the faculty of the department where the evaluatee is assigned. If this requirement cannot be fulfilled, the tenured faculty who served on the screening committee to appoint the evaluatee shall make the nominations. The nominations shall be confirmed by the Academic Senate.
 - 5.4.2.3.** The Chair of the Committee shall be elected by the Committee, and shall be a tenured faculty member.
 - 5.4.2.4.** All Committee members shall have completed a District sponsored in-service training session specifically designed for Tenure Review Committee members before beginning their evaluation duties.
 - 5.4.2.5.** Any Committee member may, at his/her discretion, submit a written minority report.
- 5.4.3.** The Tenure Review Committee Chair shall be responsible for: (1) calling all meetings; (2) coordinating activities of the Committee; (3) representing the Committee to the Tenure Review Coordinator and, (4) other officially designated duties.
- 5.4.4.** Contract faculty shall be evaluated at least once (1) each year for four (4) years.
- 5.4.4.1** Committee meets to determine plan for completing the evaluation and to review the process with the evaluatee.
 - 5.4.4.1.1.** Candidate will provide Committee with relevant written materials prior to classroom visitations. These shall include a syllabus, specifying dates for scheduled exams and chapters or topics to be covered, lesson plans, sample tests, quizzes, and grading system, etc.
 - 5.4.4.1.2.** The evaluatee shall receive, from the committee chair, copies of the blank instruments prior to the evaluation.

- 5.4.4.2.** Classroom visitations in candidate's first (1) semester of employment will be done after week six (6).
- 5.4.4.3.** Classroom visitations in candidate's second (2) through eighth (8) semesters of employment will be done anytime after the third (3) week of classes or equivalent for short-term classes.
- 5.4.4.4.** Peers and Manager will summarize observations and evaluations on the Evaluation Form.
- 5.4.4.5.** Peers and Manager will each give candidate a single Summary Rating on a five-point scale.
- 5.4.4.6.** Upon the consensus of the Committee, a second visitation by any Committee member may be scheduled.
- 5.4.4.7.** Student Evaluations may begin in the third (3) week of classes or equivalent for short-term classes.
- 5.4.4.8.** Committee meets by the end of the semester to write its Summary Report.

5.4.4.8.1 The Summary Report shall contain:

- (1) a Statistical Summary of the Student Evaluations except under section 5.3.3.1.1. and 5.3.3.2.
- (2) one (1) Evaluation Form from each member of the Tenure Review Committee with an assigned rating;
- (3) copies of each Committee member's notes documenting their observations;
- (4) a cover sheet containing Student, Peer, and Management Summary Ratings, and, an overall Summary Rating based on their weighting;
- (5) in the case of Fall evaluations, a Summary Recommendation Sheet, addressed to the President and containing one (1) of the recommendations in Subsections 5.4.4.10.,1-4 below, and signed by all members of the Tenure Review

Committee.

5.4.4.9. Committee presents Summary Report to candidate by the end of the semester.

5.4.4.10. By the end of the semester (for Fall evaluations only), the Tenure Review Committee must recommend to the President that the candidate:

5.4.4.10.1. Be granted status as a tenured faculty member starting with the next academic year.

5.4.4.10.2. Be continued as a contract faculty member for the next academic year.

5.4.4.10.3. Be continued as a contract faculty member for the next academic year subject to the conditions specified in the Summary Report.

5.4.4.10.4. Not be rehired, based on justifications specified in the Summary Report.

5.4.4.11. In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report from the Tenure Review Committee.

5.4.4.12. An Overall Summary Rating of less than 3.50 shall constitute grounds for exercising options in subsections 5.4.4.10.3. , 5.4.4.10.4. or 5.5.5.2.

5.4.4.13. In the event that tenure of the contract employee is denied, Education Code 87610.1, procedures for adjudicating the issue, may be utilized by the employee.

5.5. Evaluation of Tenured Faculty

5.5.1. Tenured faculty shall be evaluated at least once (1) every three (3) academic years prior to the end of the Spring semester of the third (3) year following the last evaluation. The appropriate administrator, after discussion with the unit member and Department Chair/Coordinator, may initiate additional evaluations.

5.5.2. Peer Component

5.5.2.1. The selection of the Peer Reviewer shall be made by the appropriate administrator in consultation with the Department Chair/Coordinator from a list of two (2) peers, as defined in section 5.3.1.1, chosen by the evaluatee.

5.5.2.2. The Peer Review of a tenured faculty member shall be:

(1) a standard "review" as defined in subsection 5.3.1.2., employing the Evaluation Form appropriate to the position title (see Appendix H). The evaluator will summarize observations on the Evaluation Form and will give the evaluatee a single summary rating on a five-point scale.

or

(2) a review based on an assessment of a present or proposed special project, initiated by the evaluatee and agreed upon by the Department and appropriate administrator. Such a project will aim to strengthen the evaluatee's teaching skills/resources or other activities that also further the vision and mission of departments, colleges, and District. Examples include, but are not limited to:

- (a) development of discussion-leading skills;
- (b) development of lecturing skills;
- (c) incorporation of non-print media presentations;
- (d) development of multimedia resources;
- (e) authoring a text;
- (f) curriculum development--developing new courses, significantly restructuring old ones;
- (g) development of alternative delivery systems.

In case of an evaluation based on the above, the Peer Review will include (1) a brief description of the project, written by the evaluatee, and (2) the peer assessment of the project or activity.

5.5.3 Management Component

5.5.3.1. Management shall participate in the evaluation of tenured faculty following procedures in 5.5.2.2. et al.

5.5.4. Student Component

5.5.4.1. Student Evaluations of tenured faculty undergoing a standard evaluation shall follow the guidelines specified in

section 5.3.3.

5.5.5. A Summary Report (5.3.4) shall be prepared by Management and the Peer Evaluator in a standard evaluation.

5.5.5.1. In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report.

5.5.5.2. An Evaluation Summary Rating of 1.50-3.49 may, and an Evaluation Summary Rating of 1-1.49 shall, initiate a process whereby the Dean/Director and the evaluatee develop a written plan specifying the requirements for improvement of performance and follow-up.

5.5.5.3. An Evaluation Summary Rating of 1.50-3.49 may, and an Evaluation Summary Rating of 1-1.49 shall, initiate another evaluation to be conducted two (2) semesters after the semester in which the rating was incurred.

5.5.5.4. Following an Evaluation Summary Rating of 3.50 or higher on a follow-up evaluation, the District shall place a letter in the evaluatee's personnel file stating that the previous Evaluation Summary Rating has improved to an acceptable level.

5.5.5.5. All evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President by the end of the second (2) week of the semester following the one in which the evaluation is administered.

5.5.5.6. In the event that requirements for improvement of performance detailed in the Plan For Improvement remain unresolved for one (1) calendar year from the date of the original Evaluation Summary Rating of 3.49 or lower, then all future proceedings shall be conducted according to the procedures stipulated in Article 4, Evaluation and Discipline, of the California Education Code.

5.6. Evaluation of Part-time Faculty

5.6.1. A part-time faculty unit member shall be evaluated in the first (1) semester of employment. Then, in at least the seventh (7th) or eighth

(8th) semester of teaching, at each college, until re-employment preference is earned. Thereafter, at least once every six (6) semesters. The appropriate administrator, with faculty members and Department Chair/Coordinator, may initiate additional evaluations.

5.6.2 Peer Component

5.6.2.1. For purposes of evaluation, a "peer" is defined as the Department Chair/Coordinator or full-time designee consistent with the definition stipulated in Subsection 5.3.1.1.

5.6.2.2. For purposes of evaluation, a "review" is defined in Subsection 5.3.1.2. The evaluator will summarize observations on the Evaluation Form and will give the evaluatee a single summary rating on a five-point scale.

5.6.3. Management Component

5.6.3.1. Unless waived by the college President, evaluation of part-time faculty shall include a Management Component, as specified in Sections 5.3.2. Guidelines shall be the same as those specified for Peer Reviewers in Section 5.6.2.2.

5.6.4 Student Component

5.6.4.1. Student Evaluations of part-time faculty shall follow the guidelines specified in Section 5.3.3.

5.6.5. A Summary Report shall be prepared by the appropriate administrator or designee and the Dean/Director.

5.6.5.1. In the event that an evaluatee receives an Overall Summary Rating of 3.50 or higher, and that there are recommendations for improvement on either the Peer or Manager Evaluations, the evaluatee shall respond in writing to those recommendations. The response shall be filed with the appropriate administrator within ten (10) working days of the evaluatee's receipt of the Summary Report.

5.6.5.2. An Evaluation Summary Rating of 3.50 or lower for a part-time faculty member shall constitute grounds for:

5.6.5.2.1. Non re-hire in a subsequent semester.

5.6.5.2.2. Suspension or termination of reemployment preference and privileges.

5.6.5.2.3. The specification of a written plan for improvement by the appropriate administrator or designee.

5.6.5.2.4. The institution of a follow-up evaluation in a subsequent semester.

5.6.5.3. Following an Evaluation Summary Rating of 3.50 or higher on a follow-up evaluation, the District shall place a letter in the evaluatee's personnel file stating that the previous Evaluation Summary Rating has improved to an acceptable level.

5.6.5.4. Evaluation procedures shall be completed and the Summary Report submitted to the President via the appropriate Vice President by the end of the second (2) week of the semester following the one in which the evaluation is administered.

5.7. Evaluation of Temporary Contract Faculty

5.7.1. A temporary contract faculty member shall be evaluated at least once (1) each year for four (4) years. For the first four years, the evaluation shall be administered in accordance with section 5.4.4.1 through section 5.4.4.9. Thereafter the temporary contract faculty member shall be evaluated at least every three (3) years. The evaluation shall be administered in accordance with section 5.5. et al.

5.7.1.1 For year one (1) through four (4), the Summary Report shall contain:

- (1) a statistical Summary of the Student Evaluations except under section 5.3.3.1.1., 5.3.3.1.2, and 5.3.3.2;
- (2) one (1) Evaluation Form from each member of the Review Committee with an assigned rating;
- (3) a cover sheet containing Student, Peer, and Management Summary Ratings, and, an overall Summary Rating based on their weighting;
- (4) in the case of fall evaluations, a Summary Recommendation Sheet addressed to the President and containing one (1) of the recommendations in Subsections 5.7.2.1-3 below, and signed by all members of the Review Committee.

5.7.1.2 Committee presents Summary Report to candidate by the end of the semester.

5.7.2 By the end of the semester (for fall evaluations only), the Review

Committee must recommend to the President that the candidate:

- 5.7.2.1.** Be continued as a contract faculty member for the next academic year.
- 5.7.2.2.** Be continued as a contract faculty member for the next academic year subject to the conditions specified in the Summary Report.
- 5.7.2.3.** Not be rehired, based on justifications specified in the Summary Report.

ARTICLE VI

PERSONNEL FILES

- 6.1.** There shall be only one official personnel file for each unit member maintained at the District Personnel Office.
- 6.2.** Each unit member shall have the right to review the contents of his/her own personnel file, as provided by state law.
- 6.2.1.** A representative of the unit member's choosing may accompany the unit member in this review or the representative may review the file without the presence of the unit member as long as the representative has written authorization from the employee to review the file.
- 6.2.2.** This review shall be made in the presence of the manager or designee responsible for the safekeeping of this file.
- 6.2.3.** All ratings, reports, or records that were obtained prior to the employment of the unit member, or were prepared by identifiable interview committee members before or after employment, shall not be available for inspection by the unit member.
- 6.2.4.** This examination shall take place at a time when the unit member is not required to render service to the District and during the normal business hours of the District Personnel Office.
- 6.2.5.** The opening of a unit member's file by non-personnel office employees will be recorded. The date, time, and identity of the person(s) and the reasons for opening the file will be noted. This information becomes part of the unit member's personnel file.
- 6.3.** Information of a derogatory nature, except material mentioned in subsection 6.2.3 above, shall not be entered or filed until a unit member is given notice, furnished a copy of the material, which includes the source/originator, and given a period of ten (10) working days to review and respond in writing. Written documents (letters, notes, etc.) without the signature of the source shall not be entered into the Personnel Record.
- 6.3.1.** The unit member's review of such material may take place during normal business hours of the District.
- 6.3.2.** The unit member shall have the right to answer in writing any complaints or other derogatory material to be filed and such answers shall be attached to the original document that is to be filed.
- 6.4** The unit member shall have the right to place material in his/her file that relates to performance and evaluation.

- 6.5.** The unit member may request the removal of material over five (5) years old and the correction of other materials. Within ten (10) working days, the Director of Employment Services shall grant or deny such a request in writing. If denial, the request and denial shall become part of the personnel file. The denial of the request may be grieved.

ARTICLE VII

WORKING CONDITIONS

FULL-TIME FACULTY

7.1. Counseling Faculty

Counseling faculty are employed for a basic work week of forty (40) hours to be comprised of duties related to counseling and other related duties. Each counselor will be present on a work site a minimum of thirty (30) hours per week, of which twenty-five (25) will consist of duties related to counseling as defined in the official job description under Educational Counseling, Career and Occupational Counseling, and Personal Counseling (see Appendix K-8), plus five (5) hours of other related duties. Duties related to counseling may include teaching Personal Development classes. In such case, working conditions and load as defined in Section 7.4. will apply. The days and hours of counselors shall be scheduled by the appropriate administrator after consultation with the unit member. The appropriate administrator shall schedule staff as needed to cover the calendar year. Counselors shall not be required to work more than 193 days annually.

7.2. Learning Resource Faculty

Learning Resource faculty are employed for a basic work week of forty (40) hours to be comprised of thirty (30) hours of Learning Resource duties. The days and hours of Learning Resource faculty shall be scheduled by the appropriate administrator after consultation with the unit member.

7.3. Special Service Faculty

Special Service faculty are employed for a basic work week of forty (40) hours to include thirty (30) hours of scheduled Special Services duties. Scheduling shall be done by the appropriate administrator after consultation with the Special Services faculty.

7.4. Instruction Faculty

7.4.1. Full-time instructors employed on an academic-year schedule shall be required to perform 175 days of professional services annually for the District. In the event the 175 days of instruction are precluded as a result of an emergency, the year may be extended to meet the 175 day requirement. The assignment of the days of service for each academic year shall be determined by the school calendar adopted by the District after consultation with United Faculty.

7.4.2. Full-time instructors are employed for a basic work week of forty (40) hours to be comprised of lecture hours or their equivalent, office hours, unscheduled preparation hours, and other related duties as defined in the job description.

7.4.3. Each full-time instructor shall be present on campus a minimum of thirty (30) hours per week to perform the duties listed in subsection 7.4.2 above.

7.4.4. The formal scheduling of classes shall be done by the appropriate administrator after consultation with the unit member.

7.4.5. In addition to the assigned lecture hours or equivalent, each full-time instructor shall schedule five (5) office hours per week at times most convenient to meet student needs. Instructors will be available to students during finals week. Office hours shall be scheduled for the purpose of consulting with and assisting students. Each scheduled period of office time shall be not less than twenty-five (25) minutes of duration. By the end of the first week of instruction of each semester, the instructor shall prepare and submit his/her proposed schedule of office hours to the appropriate division administrator of his/her division for approval. The administrator shall retain a copy of the approved schedule of office hours for each instructor in the division. The instructor shall post his/her approved office hours.

7.5. Contract Instruction Faculty

"Contract Instruction" means educational services that are provided by the District (or a foundation created for the benefit of or on behalf of the District) for remuneration under contracts with businesses or other agencies that are normally performed by employees of the District who possess certification qualifications.

7.5.1. Personnel hired to teach contract instruction courses will be paid no less than the appropriate step on the Full or Part-time Certificated Salary Schedule as applicable and shall be subject to the provisions of the Education Code and this contract as it relates to working conditions.

7.5.2. Certificated unit members who are qualified to teach such contract instruction courses on the basis of their experience, education, and formal performance evaluations shall have employment preference. However, except in unusual circumstances, and then only with the agreement of the certificated employee after consultation with United Faculty, a contract or regular certificated employee shall not be assigned to perform contract instructor work as a part of his/her normal load.

7.5.3. Contract instruction courses shall not replace or duplicate instruction contained in a regular program offered within the District, unless such replacement is agreed upon in writing with United Faculty. Such agreement must be reached in advance of the course or program being offered.

7.6. Management, Confidential, and Supervisory Instructors

7.6.1. Management, Confidential, or Supervisory (MCS) personnel may, by mutual agreement of the affected MCS employee and the department chair or coordinator of the discipline and as approved by the President, teach a maximum of one class per semester with a maximum of seven units (7) cumulative over an academic year (Fall and Spring semesters plus Summer session). The actual course and the time it shall be taught shall be by mutual agreement of the affected MCS employee and the department chair or coordinator as approved by the President.

7.6.2. Such an assignment shall be compensated on a part-time basis based on the employee's placement on the Part-time Instructor's Salary Schedule.

7.6.3. No regular contract unit member will be displaced from a teaching assignment that is part of his/her regular load by this MCS or assignment.

7.6.4. Part-time and full-time unit members with respect to extra-pay assignments who have reemployment preference in accordance with the provisions of Article IX, subsection 11.3 shall have employment preference in connection with such MCS assignment. In determining reemployment preference, credit shall be given for all semesters during which the course or its substantial equivalent was taught, both in part-time employment within the District and in full-time certificated non-management employment within a California community college.

7.6.5. The MCS employee shall be subject to regular evaluation in accordance with the provisions of section 5.7. Such evaluation shall be administered by the chair or coordinator or such other unit member mutually agreed upon by the MCS employee and the chair or coordinator.

7.7. WSCH/FTE Operating Levels

United Faculty shall participate in any processes for the determination of WSCH/FTE operating levels. United Faculty's participation in such processes shall not be construed as a waiver or abrogation of the right of United Faculty to meet and negotiate with the District over the impacts of any WSCH/FTE operating levels.

7.8. Semester Teaching Load

7.8.1. A full-time teaching load shall be defined as accumulated course LED values equal to 1.00 for a semester or 2.00 for an academic year (two semesters exclusive of Summer school and/or intersession).

7.8.1.1. Further, United Faculty and District agree that within the discipline of English, a load configuration of three composition courses and one literature course, that equals 95 percent of load, will be acceptable as a full semester load. However, all overload will be paid only on the amount over 1.0.

In addition, paragraph subsection 7.8.1.1 applies only to those instructors that held a full-time instructional contract prior to the 1989-90 academic year.

7.8.2. The LED system is based on a fifteen (15) hour full time load for lecture hours and a twenty (20) hour full time load for lab hours. All new or modified course LED assignments are to be negotiated. The United Faculty and the District shall consider the determinations made by the curriculum committees for the purposes of course credit/student hours to be advisory only. The basic formula for LED values is as follows:

Lecture	.0667 / designated hour.
Lab	.0500 / designated hour.

7.8.2.1. A Load Committee may be established by mutual agreement as a subcommittee of collective bargaining for the purpose of advising the bargaining agents. The District and the United Faculty shall agree as to the composition of the committee.

7.8.2.1.1. The charge of the Load/LED committee shall be jointly developed by United Faculty and the District. Recommendation of the committee will be considered when negotiating any changes to load and/or LED.

7.8.3. Where a full-time unit member is unable to meet 1.0 LED in any given semester, the following options are available by mutual agreement between the unit member and the appropriate administrator:

7.8.3.1. Replace a non-contract part-time instructor in a regularly scheduled class.

7.8.3.2. Replace an instructor in an extra-pay assignment in an equitable manner.

7.8.3.3. Maintain a 2.0 LED for the academic year.

7.8.4. Special Work Loads

7.8.4.1. "Coaching" assignments shall be considered as academic assignments only when the employee is listed as instructor of record for the athletics class associated with the competitive team. Full-time staff receive ten (10) credit hours per ten (10) hour assignment for intercollegiate athletics with the exception

of:

<u>7.8.4.1.1.</u>	Football Coach (s)	14 hrs. (total)
<u>7.8.4.1.2.</u>	Head Basketball Coach	14 hrs.
<u>7.8.4.1.3.</u>	Dance	10 hrs.

7.8.4.2. The hours shall be divided into:

		<u>Fall</u> <u>Total</u>	<u>Spring</u> <u>Total</u>
<u>7.8.4.2.1.</u>	Football Coach(s) (to be divided among coaches)	11 hrs.	3 hrs.
<u>7.8.4.2.2.</u>	Head Basketball Coach	8 hrs.	6 hrs.
<u>7.8.4.2.3.</u>	Dance	6 hrs.	4 hrs.

7.8.5. Cooperative Career Education/Work Experience, Community Service Learning, Internship, and Field Experience Assignments.

7.8.5.1 In accordance with the plan filed by the District with the Chancellor's office of the California Community Colleges, the following activities shall be scheduled with/or completed relative to each student enrolled. Activities listed below marked by an asterisk are to be conducted face to face in person.:

- a.* on-campus conference with student for one-half (1/2) hour;
- b.* first on-the-job employer/instructor conference for one (1) hour;
- c. mid-semester in-service preparation and record review for one-half (1/2) hour;
- d.* second on-the-job employer/instructor conference for one (1) hour;
- e.* second on-campus student conference for one-half (1/2) hour;
- f. end of semester in-service preparation and record review for one-half (1/2) hour.

7.8.5.2. The course LED value for above listed assignments shall be .0109 LED/student for whom a "Community Service Learning/Work Experience Agreement" has been completed, signed, and photo copy submitted with a Work Experience

Agreement Transmittal Form to the Division Dean's Office during the 6th week of the semester or by the 3rd week of term if a first or second eight-week course (1/3 of the term of the course).

7.8.5.3. Up to a maximum of .218 LED may be assigned to an instructor during any academic term for work experience or similar courses. However, the maximum total LED of these assignments may be exceeded with the approval of the instructor, the division Dean, and the next senior level administrator.

7.8.5.4. A full-time faculty member may accept such assignments only on an overload/extra pay basis in addition to his/her regular teaching load.

7.9. Overload Banking

The District agrees to Overload Banking effective Fall 1992, as follows:

7.9.1. Full-time tenured faculty only.

7.9.2. Bank at a maximum of .40 LED per semester.

7.9.3. Reduce load a maximum of 1.0 LED once every five (5) years.

7.9.4. Summer school and Intersession may not be used to bank hours.

7.9.5. Current teaching load must be at least 1.0 LED prior to any banking credit being given.

7.9.6. Banked time can only be used when a suitable part-time replacement is available and the department chair or coordinator and the appropriate college President, or designee, agree the excellence of the program can be maintained with replacement faculty.

7.9.7. Any unused banked overload will be paid off at the current overload rate at time of retirement or separation from District employment

7.9.8. It is understood that this program is untried in this District and problems of program implementation may arise. Should the Governing Board identify such problems, both parties agree to bargain in good faith a resolution to those problems at such time as those problems are identified.

7.10. Number of Class Preparations

7.10.1. Normally, a teaching load shall consist of no more than three (3) separate preparations. The necessity to exceed a normal number of preparations

shall be limited to the need to achieve a full teaching assignment or to exceptional situations. These exceptions shall be determined by the appropriate administrator in consultation with the chair/coordinator and the affected unit member.

7.10.2. If the teaching assignment includes evening classes, there shall be a minimum of ten (10) hours between the end of the last evening class and the beginning of the first class of the following day. The instructor may waive this restriction.

7.10.3. The District shall make no reduction in the hours of paraprofessional assistance available for any department unless such reduction is agreed to by United Faculty.

7.11. Large Class Compensation and Teaching Assistants

7.11.1. Upon mutual agreement of the instructor and appropriate dean and approval of college President, an instructor teaching a course of 120 students or more shall qualify to reduce his/her load during either the current or the subsequent semester by the hour value of the large lecture course. By electing this option, the instructor would forgo LCE compensation from the large lecture course. In addition, no instructor may bank more than sixty (60) percent of their instructional load in any one semester.

7.11.1.1. The LCE shall be computed based on the class enrollment at the first census date.

7.11.1.2. If an instructor elects to bank the LCE, the banked value shall be computed as follows:

<u>No. of Students</u>	<u>Reduce or Bank</u>
0 to 119	0
120 to 265	Equal to unit value of course.
266 to 359	Equal to two times unit value of course.
360 or more	Equal to three times unit value of course.

7.11.1.3. The large class compensation shall not apply to Television courses.

7.11.2. Teaching Assistant Program

7.11.2.1. Teaching assistants shall be selected by the instructor. This compensation is not available as additional faculty salary.

7.11.2.2. Eligibility for the Teaching Assistant Program shall be determined based on the class enrollment at the first census date.

7.11.2.3. The number of teaching assistant hours shall be determined by the number of students enrolled in the class according to the following schedules:

<u>Number of Students</u>	<u>Assistant Hours</u>
0 to 44	0
45 to 54	30
55 to 64	40
65 to 74	50
75 to 84	60
85 to 94	70
95 to 104	80
105 to 124	90
125 to 144	100
145 or more	110

This compensation is not available as additional faculty salary.

7.11.2.4. The Teaching Assistant Program is intended to provide supplemental discretionary resources for use as may be determined by faculty to be most supportive to classroom instruction. Options for use may include but are not limited to teaching assistants, departmental tutors, departmental clerical, or supplies and equipment. These resources are not intended to supplant other existing college resources, but are intended to be supplemental to such programs.

7.12. Large Class Equivalency (L.C.E.)

7.12.1. Large Class Equivalency shall be computed for compensation purposes as follows:

7.12.1.1. The LCE value shall be computed based on the class enrollment at the first census date.

7.12.1.2. Large Class Equivalency (LCE) shall be:

<u>Number of Students</u>	<u>LCE</u>
49 or fewer	0.0
50 to 59	0.2
60 to 69	0.3
70 to 79	0.4
80 to 89	0.7

90 to 99	0.8
100 to 110	0.9
111 to 119	1.0
120 to 129	1.4
130 to 139	1.5
140 to 149	1.6
150 to 159	1.7
160 to 265	2.1
266 to 359	2.3
360 or more	2.5

7.12.2. The LCE compensation shall be calculated as follows: LCE times the hourly rate (as determined by the step placement of the instructor on the Certificated Part-time Salary Schedule) times the hour value of the class. This compensation is exclusive of the normal salary for the instructor whether part of load, extra-pay, or part-time.

7.12.3. Payment of the large class compensation shall be a one-time check, subsequent to the first census week and prior to the end of the semester.

7.12.4 **Class Maximums**

7.12.4.1. Class maximums shall be subject to negotiation.

7.12.4.2. United Faculty and the District agree that on any given day, class size shall not exceed the posted classroom maximums. Further, the Large Class Compensation shall be paid only on classroom maximums.

7.12.4.3. The purpose of establishing course maximums is efficient use of classrooms while giving consideration to educational concerns and constraints. Class maximums for cooperative work experience, community service learning, internships, clinicals, extra curricular teams, and/or performance classes, not subject to number 6 below, are not necessarily related to a specific classroom. Enrollment maximums for such courses shall be established upon mutual agreement of the Instructor, Department Chair/Program Coordinator, and appropriate Dean and approval of the Vice President. Such agreements are subject to collective bargaining review.

7.12.4.3.1.

1. Set general lecture course maximums at fifty (50) students or at room size whichever is lower.
2. Set large lecture course maximums (over 50) on

agreement of appropriate administrator and instructor.

3. Set mathematics and literature course maximums at forty-five (45) students or at room size whichever is lower.
4. Set English and other composition course maximums at thirty-five (35) students or at room size whichever is lower.
5. Set ESL course maximums at twenty-five (25) students.
6. Set laboratory section maximums to the number of stations in the room as defined by facilities and/or equipment. (Except when new programs are being established or facilities reconfigured.)
7. Set lecture class maximums with concomitant laboratory set to the number of laboratory room stations with the exception of combined lecture courses which break into multiple lab sections.
8. Set Speech course maximums at thirty (30) students.
9. Set foreign language, including ASL, course maximums at:

30 for 120s

30 for 121s

30 for 220s

25 for 221s

20 for 250s

20 for 251s

- 7.12.5.** United Faculty and the District agree that on any given day, class size shall not exceed the posted classroom maximums. Further, the Large Class Compensation shall be paid only on classroom maximums.

7.13. Unit Member Duties

Unit members shall not be required to perform duties other than those in the unit member's job description. If a unit member refuses a request to perform duties outside the job description, this act shall be excluded from their job evaluation, as shall the performance of unpaid services not directly related to job requirements.

7.14. Reduced Load

- 7.14.1.** Full-time regular contract unit members are eligible for a reduction in workload. (See ARTICLE X - RETIREMENT.)

- 7.14.2.** A reduced workload request shall be initiated by the employee and be forwarded through customary channels for the Governing Board approval.

- 7.14.3.** Request for a reduced load shall be submitted prior to January 15 for the following academic year and prior to September 15 for the following Spring semester. A decision to grant or deny the request shall be transmitted prior to May 1 for the following academic year and prior to December 1 for the following Spring semester.

- 7.14.4.** The minimum reduced workload shall be one-half of the annual full-time workload as defined in this contract. Unit members on a reduced workload shall be treated as regular full-time employees regarding class assignments, scheduling, and class sizes. Unit members teaching one-half of a full-time load may fulfill their assignment in either the Fall or Spring semester. Unit members on reduced load shall meet other contractual obligations in proportion to their workload. Their salary and fringe benefits shall be as follows:

- 7.14.4.1.** The salary shall be in direct proportion to workload and with agreement of the District, prorated over twelve (12) months.

- 7.14.4.2.** The employee shall retain all rights and benefits of a full-time employee, including all fringe benefits.

- 7.14.4.3.** The employee and the District shall make contributions to the State Teachers' Retirement System in proportion to the load worked. The employee shall receive proportionate service credit.

7.15. Transfer

7.15.1. Where necessary, the District has the right to transfer full-time unit members between campus sites to areas they are qualified to perform. Prior to the implementation of an administrative transfer the unit member shall be given written notification and reasons for the transfer twenty-one (21) calendar days prior to the effective date of the transfer. Transfers shall not be punitive.

7.15.2. The District shall seek volunteers prior to implementing an administrative transfer. If qualified volunteers are not approved by the District, and other criteria being equal, the most junior unit member shall be transferred.

7.15.3. Full-time positions that open on either campus shall be posted within the District five days (5) prior to the estimated date of outside advertising. Full-time tenured unit members shall have the right to apply for transfer to such openings. If a unit member's qualifications and experience are acceptable and comply with the requirements for the vacancy, the District may approve such a transfer.

7.15.4. Unit members shall not be excluded from competing for the position once advertised. If the unit member is not granted a requested transfer, reasons for the decision in writing shall be provided if a written request is made. However, such reasons may be deferred until the completion of outside District advertising and applicant interviews have been completed.

7.15.5. A full-time unit member or tenured part time unit member unable to obtain a full load at their college of assignment shall receive the balance of their load in a fair and equitable manner at another college in the District. The time period detailed in subsection 7.14.1 shall not apply.

7.15.6. The District may assign a full-time unit member or tenured part-time unit member from one class to another at the same campus site. Changes in assignment shall be made after consultation with the unit member.

7.16. Academic Calendar

7.16.1. District and United Faculty agree that the academic calendar shall consist of 165 teaching days and forty (40) hours per academic year of staff development. The staff development hours may be taken at any time during the academic year in accordance with staff development guidelines. The Staff Development Committees shall recommend activities for the staff development program during flex week. The United Faculty and the District shall agree on the particular activities during the designated days for staff development

which the instructor will perform in lieu of classroom instruction.

7.16.2. Classes may be offered outside of the normal academic year (e.g. Summer and/or Intersession) and these sessions may be of variable length. Hours of instruction shall be established by the District in accord with regulatory, financial and instructional requirements.

7.16.3. Commencing with the 1994/95 academic year, United Faculty input will be considered to selection of a floating holiday for Admissions Day. If an alternative day is selected in the Fall, the teaching day must be made up in the Fall schedule.

7.17. Graduation

Both parties recognize the importance of the graduation process. United Faculty, in conjunction with the District, shall encourage unit members to attend Commencement Exercises.

ARTICLE VIII

FACULTY SERVICE AREAS, ASSIGNMENT, REASSIGNMENT TRANSFER, LAYOFF, AND REEMPLOYMENT

8.1. Faculty Service Areas

8.1.1. Pursuant to the provisions of Education Code Section 87743.3 there shall be one faculty service area to be known as the Grossmont-Cuyamaca Community College District Faculty Service Area (FSA).

8.1.2. Competency Standards

All faculty who:

8.1.2.1. Meet the minimum qualifications as adopted by the Board of Governors, or have completed the equivalency process as established through joint agreement between the Academic Senate and the Grossmont-Cuyamaca Community College District Governing Board to teach in or serve the discipline, or:

8.1.2.2. Possess a valid lifetime credential authorizing service in the discipline through either a major or minor.

8.1.3. A faculty member may add any discipline for which he/she is qualified and competent as defined by subsection 8.1.2.

8.1.4 The District shall maintain and update a master list of the disciplines for which each faculty member is qualified. This list will be provided to the faculty member and representatives of United Faculty. In the event of a layoff or reduction in force, the faculty must have an opportunity to maintain and update their discipline. The District shall provide to United Faculty a printed list of (a) all qualified faculty members and (b) all administrators who have retreat rights. This list shall indicate all disciplines for which each is qualified as of February 15.

8.2. Layoff and Reductions in Force

8.2.1. No employee shall be deprived of his/her position except for just cause. When an employee has been deprived of his/her position, the employee shall have the right to request the cause in writing.

8.2.2. An employee who believes that he/she has been deprived of his/her position without just cause shall have the right to appeal to the District FSA Committee, which is comprised of United Faculty President and Vice Presidents, Academic Senate Presidents, College Presidents, District Personnel Director, and one Instructional Dean appointed by each College President.

8.2.3. The District shall not reduce the number of faculty members due to a decline in enrollment or the reduction or elimination of a particular kind of service except according to the following procedures:

8.2.3.1. Faculty members affected by the reduction shall be notified in writing before March 15 preceding the academic year in which the reduction is to become effective. This notice shall be by registered or certified mail to the most recent address on file with the District Personnel Office.

8.2.3.2. No tenured faculty member shall be terminated under this section while any probationary faculty member, or any employee with less seniority, is retained to render service in a discipline in which the faculty member meets the competency standards as defined in subsection 8.1.2.

8.2.3.3. In any reduction in faculty, the District shall (1) make assignments or reassignments in a manner such that faculty members shall be retained to render any service that their seniority and qualifications entitle them, and (2) consider all disciplines for which a faculty member qualified in the year preceding the academic year in which the reduction is to become effective, provided that the application for the addition of such discipline is received by the Personnel Office prior to February 15.

8.2.3.4. Terminations under this section shall be in the inverse order in which faculty members began their service in the District.

8.2.4. For a period of 39 months following termination under the provisions of this Section, faculty members shall have the right to reemployment in the District, in the inverse order in which they were terminated, to any available position in an area in which they meet the competency standards as stipulated in subsection 8.1.2. Faculty who are laid off shall have the same rights to update the disciplines for which they are qualified as those faculty not subject to layoff.

8.3. Retraining

8.3.1. When a faculty member is laid off or terminated because of a selective reduction in a program(s) or the exercise of retreat rights by an administrator, he/she shall be entitled to up to one year of reassigned time to upgrade training. Such retraining shall occur in the discipline that is agreed to by the faculty member and the District FSA Committee.

8.4. Assignment

8.4.1. Faculty members shall be assigned only to those disciplines or courses

for which they meet the competency standards as stipulated in subsection 8.1.2.

8.5. Reassignment of Faculty

8.5.1. Faculty who have established qualification and competency under the provisions of subsection 8.1 shall have the right to request reassignment to any discipline or course for which they meet the competency standards.

8.5.2. Requests shall be forwarded through the immediate line administrator to the Vice President of Instruction. After consulting with the faculty member and the appropriate chair/coordinator of the old and new disciplines, the Vice President shall act upon the request, granting it in whole or in part or denying it.

8.5.3. Upon advising the affected faculty member, the administration has the right to reassign any faculty member to a discipline or course for which competency standards have been established under the provisions of subsection 8.1.2 provided the reasons for such reassignments are given to the faculty member on request. A faculty member shall have the right to appeal the decision to the District FSA Committee.

8.6. Transfer of District Employees to Faculty Positions

8.6.1. Whenever an employee of the District is assigned to a faculty position, the District shall give the employee, when requested by him/her, a written statement of the reasons for the transfer.

8.6.2. When an employee of the District, hired after June 30, 1990 is assigned to a faculty position, the employee must possess the minimum qualifications for the discipline to which he/she is to be assigned. Said employees shall be considered probationary (i.e., contract) faculty and evaluated as such under the provisions of a first-year probationary faculty.

8.6.3. The right of a person to become a first-year probationary faculty member shall not result in the layoff of any contract or tenured faculty member.

8.7. Change in Term Discipline

Sections of this Article that address reassignment, layoff, transfer, and reductions in force shall not be changed by virtue of regulations adopted by the Board of Governors regarding a working definition of the term "discipline" as it relates to minimum qualifications and competencies without United Faculty having first had the opportunity to bargain such changes.

8.8. Right to Grieve

Nothing in this Article shall be construed as a waiving of the right of United Faculty or any faculty member to file a grievance under the provisions specified in Article XVIII of this contract.

ARTICLE IX

COMPENSATION AND BENEFITS

9.1. Compensation

9.1.1. Effective the first day of regular assignments for 2003-2004, unit members shall be paid in accordance with provisions of the appropriate salary schedule. (Appendices A through F).

9.1.2. In accordance with Article 21, section 21.2.2, compensation shall be subject to be reopened for negotiations each contract year. For 2004-2005, negotiations regarding all compensation shall be deferred until the California State Legislature has adopted and the Governor has signed a budget for the fiscal year 2004-2005. Effective the first day of assignment 2004-2005 advancement on the salary schedules shall be deferred until agreement is reached on compensation for 2004-2005. The provisions of 9.1.2 do not set precedent and do not constitute an agreement to change the standard procedures of the salary schedules.

9.1.3. The 2003-2004 state budget for Community College includes restricted funding to support improvement of salaries for part-time assignments. The District and the United Faculty agree to continue the process initiated in previous years to align the part-time/extra pay (Appendix C) and non-classroom hourly salary schedules (Appendix E) with the Salary Ranges for 10-month Academic Employees (Appendix A). The District and United Faculty agree, in principle, to extend the alignment of the part-time/extra pay and non-classroom hourly salary schedules with the regular ten-month schedule to all seven columns of the salary ranges for ten-month academic employees. For 2004-2005, the District and United Faculty agree to meet and negotiate part-time/extra pay and hourly salary schedules.

9.1.3.1. Effective for the first day of assignments in 2003-2004, all unit members with assignments paid on the Interim Part-Time/Extra Pay (Appendix C) and Interim Non-Classroom hourly (Appendix E) salary schedules shall receive an off-schedule one-time salary realignment payment for Fall 2003 and for Spring 2004 if they have an active assignment in the respective semester. The realignment payment shall be equal to eighty percent (80%) of the difference between the rate paid for the assignment on the Interim Part-Time/Extra Pay Salary Schedule (Schedule C) and the rate of the assignment based upon salary placement on the 2003-2004 One-time Off-Schedule Salary Realignment for Part-time and Extra-pay Assignments (Schedule C-1) or eighty percent (80%) of the difference between the rate paid on the Interim Non-Classroom Hourly Schedule (Schedule E) and the rate for the assignment based upon salary placement on the 2003-2004 One-time Off-

Schedule Salary Realignment for Non-Classroom Activities Schedule E-1). Salary placements on Appendix C-1 and Appendix E-1 shall be based upon information on file with Personnel Services as of November 2 for Fall 2003 assignments and April 2 for Spring 2004 assignments. It is the intent of the parties that the payment shall be included on the last payroll of the semester. Information relevant to salary placements received after November 2 for Fall assignments and April 2 for Spring assignments shall be considered for placement upon adoption of the realigned schedule.

9.1.3.2. The District and United Faculty agree that any allocation remaining after payment of the salary realignments is available for other educational purposes. The District and United Faculty further agree that such purposes be considered as expenditures within instructional activity codes (0100-5900).

9.2. Benefits

9.2.1 Upon receipt of the recommendation of the Benefits Committee that includes options, the District and the United Faculty agree to meet and negotiate benefit programs to be offered for 2005. The District and United Faculty shall jointly participate in an agreement that identifies resources to fund the 2005 program. Benefit programs for 2004-2005 shall be reopened for negotiation.

9.2.2. The Benefits Committee will review the Direct Health plan. The Benefits Committee may make recommendations regarding plan design. Recommendations from the Benefits Committee are proposed to bargaining unit representatives and to representatives of the Governing Board for review and agreement prior to implementation.

9.2.3. Exclusive of Long-Term Disability and life insurance, the District shall pay the premiums for the fringe benefits in force for full-time faculty as detailed in Appendix G for retired unit members, including current eligible retirees who have completed a minimum of ten (10) years service in STRS or PERS. The District shall discontinue paying medical and dental premiums for the retiree and eligible dependents effective when the retiree turns age sixty-five. However, at his/her expense a retiree may continue medical and dental coverage, at the premium level prescribed by insurance companies and governmental regulations.

9.2.4. Where a full-time covered unit member or retiree eligible for paid benefits dies, the District shall pay the premiums for health, dental, and prepaid prescription insurance for the surviving spouse and eligible dependents for two (2) years from the date of the death of the unit member. The

spouse and eligible dependents may have the option of continuing the benefits at their expense at the premium level prescribed by insurance companies and governmental regulations.

9.2.5. The District and United Faculty agree to participate on the Grossmont-Cuyamaca District Fringe Benefits Committee. The GCCCD Fringe Benefits Committee makes recommendation to the Collective Bargaining Agents. The Committee composition shall include a total of four (4) representatives designated by the Chancellor and four (4) representatives designated by United Faculty.

9.2.6. Any Committee member may place an item on the committee meeting agenda..

9.2.7. The Committee shall submit an annual report to the Chancellor and United Faculty.

9.2.8. The District shall provide, at no cost to the unit member, parking, parking sticker(s), and activator card, if applicable. Parking facilities, where practical, shall be in close proximity to the unit member's work area. These parking benefits shall be available to retirees.

9.2.9. The Governing Board and United Faculty agree that unit members can take credit classes without paying enrollment fees. Enrollment to take place no sooner than the last day of registration before classes begin.

ARTICLE X

RETIREMENT

10.1 Pre-retirement Work Load Reduction (Reference Education Code 87483)

10.1.1.1. Full-time members of the bargaining unit may request the Governing Board to reduce their workloads. If such a request is granted, the individual's salary shall be reduced accordingly. Other benefits including retirement rights shall be retained as for a full-time employee. The workload reduction shall not be revoked without the mutual consent of the unit member and the District. (See also subsection 7.13.)

10.1.2. Full-time unit members to be eligible for workload reduction must meet the following criteria:

10.1.2.1. The unit member shall have a minimum of ten (10) full-time years with a minimum of five (5) consecutive years full-time certificated employment with the District immediately preceding workload reduction. Sabbaticals and other approved leaves of absence shall not constitute breaks in service. Time spent on a sabbatical or other approved leave of absence shall not be used in computing the five-year full-time service requirement.

10.1.2.2. The unit member shall be fifty-five (55) years of age or over prior to the reduction in workload.

10.1.2.3. The period of workload reduction shall not exceed five (5) years.

10.1.2.4. The minimum level of employment shall be the equivalent of one-half of the number of days of service or one-half of the annual teaching load required by the unit member's contract of employment the year prior to the reduction in workload.

10.1.2.5. The unit member shall be paid a pro rata share of the salary they would have received in their former full-time position. (See subsection 7.14.4.1.)

10.1.3. The unit member shall contribute to the Teachers Retirement fund the amount that would have been contributed had the unit member been employed full-time. The District shall contribute to the Teachers Retirement fund an amount based upon the salary that

would have been paid to the unit member in their former full-time position.

10.2. Supplemental Employee Retirement Plan

Effective Spring Semester 2004, a retirement incentive program shall be available to qualified faculty.

10.2.1. Tenured Faculty must meet the following criteria to qualify:

1. Following the provisions of the State Teachers Retirement System, age fifty-five (55) year or older at effective date of retirement and;
2. Ten (10) years or more of regular service with the Grossmont-Cuyamaca Community College District by the effective date of retirement and;
3. Declare in writing by March 15, 2004 a retirement date on or before June 30, 2004;
4. Declare in writing by June 30, 2004 a retirement date on or before June 30, 2006.
 - (a) Retirement dates must fall within the following windows be:
 - (1) **For 2003 - 2004**
June, 2004
 - (2) **For 2004 - 2005**
July - August, 2004
December, 2004 - January, 2005
June, 2005
 - (3) **For 2005 - 2006**
July - August, 2005
December, 2005 - January, 2006
June, 2006
 - (b) Upon acceptance by the Governing Board, a retirement notice may only be rescinded or changed by mutual agreement of the employee and the Governing Board.
 - (c) Eligible faculty members who do not declare a retirement dated by June 30, 2004 may not participate in this program.

10.2.2. Qualified faculty will receive a yearly annuity benefit. The basic plan will provide income from an annuity for life or two (2) years, which ever is longer, equal to a percentage of their last annual salary, to be determined ninety days before the effective date of retirement, according to the schedule below. (Other variations under this plan will also be available so long as the cost of these variations does not exceed the cost of the basic plan.)

SERVICE AT GCCCD	% OF FINAL ANNUAL CONTRACT SALARY
10-14 YRS	1.5%
15-19 YRS	3.00%
20-24 YRS	4.00%
25-29 YRS	5.00%
30 + YRS	7%

10.2.3. Article X, section 10.3 applies to individuals who retire under that plan.

10.3. Retired Unit Members

Nothing in this contract shall be interpreted to preclude a retired unit member from applying for service as a part-time faculty member for the District. In order to retain rehire preference provided under section 11.3.5., a written declaration of intent to teach and a medical certificate (Reference Education Code 87408.5) must be submitted within one (1) year of the effective date of retirement and exercised within three (3) semesters of retirement. A retired unit member who elects to teach shall be subject to the same evaluation procedure as a new part-time instructor.

ARTICLE XI

PART-TIME FACULTY

11.1. The intent of this article is to provide a measure of reemployment security for qualified part-time faculty members. Scheduling of specific assignments shall be made by the appropriate supervisor or designee after consultation with the part-time faculty member.

11.2. **Definitions**

Unless the contract requires otherwise, the following provisions shall govern the interpretation and construction of this article:

11.2.1. "Part-time faculty member" means any part-time temporary certificated employee who is employed for no more than 60 percent of the annual load of scheduled duties for a full-time regular employee having comparable duties.

11.2.2. "Service credit" means credit for having served for the full term of an assignment during a semester or intersession. If a part-time faculty member serves for the full term of one or more assignments in the same discipline during a semester or intersession, he/she shall earn one unit of service credit.

11.2.3. "Reemployment preference" means the preference for assignments accruing to a part-time faculty member as outlined in the following section.

11.2.4. For purposes of calculating State Teachers Retirement System (STRS) service credit for classroom instructors, 1.0 years of service credit is achieved by working 525 hours in the academic year (15 hours per week X 35 weeks).

11.3. **Reemployment Preference**

Service credit in a department or program shall be earned for each semester in which a part-time faculty member is employed. Part-time faculty first employed on or after June 1, 1997, shall have reemployment preference within the college after earning eight (8) semesters of service credit in a particular course and receiving satisfactory evaluations in at least the seventh (7th) or eighth (8th) semester taught for each course. For part-time faculty hired on or after June 1, 1997; 1) service credit is not earned during intersessions or summer, and 2) reemployment preference does not apply when making assignments for intersessions and summer. A part-time faculty member with reemployment preference in a particular course at a college shall be offered one assignment before any part-time faculty member with less reemployment preference. A part-time faculty member whose class is cancelled does not have the right to displace any other faculty member from an assignment.

- 11.3.1.** If, during any particular semester, there are more part-time faculty members with reemployment preference in a course than there are available assignments, the available assignments shall be offered to those part-time faculty members who have the highest reemployment preference.
- 11.3.2.** If a part-time faculty member has reemployment preference in more than one course, the assignment decision shall be made by the appropriate administrator after consultation with the faculty member. If good-faith efforts to contact the faculty member prove unsuccessful, the administrator may make such assignment without prior consultation.
- 11.3.3.** Should there be more than one part-time faculty member with the same reemployment preference, the assignment shall be made at the discretion of the department chair/coordinator and approved by the division Dean.
- 11.3.4.** Nothing in this Article shall be construed to alter existing District policies and practices with respect to setting priority of extra-pay assignments for tenured and contract faculty members.
- 11.3.5.** Subject to the provisions of 10.3., at retirement, full-time faculty shall retain service credit for all courses taught prior to retirement.

11.4. Salary and Benefits

Part-time and extra-pay teaching and part-time and extra pay non-teaching, as determined by the District, shall be temporary and paid at the appropriate rate established in this contract.

- 11.4.1.** The extent of the assignment to be worked and the duration of the assignment shall be determined by the District. Full-time faculty with extra pay assignments whose extra pay class is cancelled do not have the right to displace part-time faculty once the part-time faculty member has been hired for a particular class and time.
- 11.4.2.** Part-time faculty with reemployment preference, in the specific course being staffed, who have satisfactorily performed their duties, based upon their formal evaluations, shall be given preference in rehiring. (Preference means the order of rehiring based on reemployment preference.) Those with more reemployment preference, who have met this criteria, shall be given priority over those with less reemployment preference.

11.5. Assignments

The District shall give each part-time faculty member with reemployment preference the opportunity to state his or her availability and assignment preference in writing. The District shall consider this information in preparing the class schedules.

11.5.1. If an assignment is cancelled, a notice of cancellation by the appropriate administrator, whether orally or in writing, shall be effective once it is received by the faculty member. If the notice of cancellation is given orally, it shall be confirmed in writing within five days.

11.5.2. If there are a sufficient number of available assignments, the District shall offer each qualified part-time faculty member with reemployment preference at least one assignment. If there are additional assignments available, the District may offer part-time faculty members more than one assignment during a semester. This shall not be construed as requiring the District to offer any assignment in excess of 60 percent of a full-time annual load of scheduled duties. For the purpose of this section only, one course or the equivalent of .20 LED, whichever is greater, shall constitute an "assignment." For part-time faculty members with nonclassroom assignments, a minimum of 35 hours of assigned duties during one year shall constitute an assignment.

11.6. Exceptions

11.6.1. The reemployment preference in a course of a part-time faculty member shall be terminated if the faculty member declines an assignment in the course. This provision shall not apply when:

11.6.1.1. An assignment is cancelled for any reason other than misconduct or poor evaluation.

11.6.1.2. The part-time faculty member is unable to accept or commence an assignment in more than two consecutive semesters because of illness or other extenuating circumstances that the faculty member and the appropriate administrator mutually agree make acceptance or commencement impossible.

11.6.1.3. The part-time faculty member can decline to accept an assignment if the request is in writing and is received by the appropriate administrator at least 45 calendar days before the beginning of the semester. Such requests shall be honored for no more than two consecutive semesters.

11.6.1.4. The part-time faculty member declines to accept an assignment at the other college or in another department or program in the District before receiving an offer of assignment in an area where he/she has earned reemployment preference or service credit.

11.6.2. The reemployment preference of a part-time faculty member or a retired full-time faculty member may be suspended or terminated if he/she does not, as evidenced by formal evaluation, meet the standards of performance or academic excellence that are required of certificated employees in the District. (See subsection 5.6.5.2 of this contract.)

11.6.2.1. The part-time employee may appeal such termination or suspension to the College President or his/her designee. The determination of the President or designee shall not be subject to review under the Grievance Article XVIII of this contract.

11.7. Facility Access and Job Opportunities

Space shall be made available where part-time faculty can meet students and maintain files. Part-time faculty shall have equal access to areas available to full-time unit members, e.g., faculty rest rooms, lounges, and workrooms.

11.7.1. Unit members may receive information concerning part-time vacancies by reviewing the list posted in the Personnel Office prior to the first day of class.

11.7.2. Part-time faculty shall have the right to create a group health plan under the District jurisdiction.

11.8. PEAR Retirement Program

The District and United Faculty agree that the Part-time Employee Alternative Retirement (PEAR) program will be provided as an alternative retirement plan for all part-time employees. (See Appendix G.) Further, it is agreed the 7.5 percent required contribution shall be divided equally (e.g., 3.75 percent) between the District and the employee.

11.9. Academic Part-Time Hiring

Before the announcement of any full-time faculty vacancy to the general public, and, subsequent to subsection 7.15.3. of United Faculty Agreement, currently employed District part-time instructors meeting the criteria, as described below, may be considered for that vacancy. However, by majority vote of the full-time faculty members of the department, the department may announce the vacancy

to the general public. In the event a department chooses to advertise to the general public, current District part-time instructors may apply and will be considered. Prior to a job vacancy being advertised to the part-time faculty, the Director of Employment Services and the District Equal Employment Opportunity Officer, shall first determine that the part-time applicants are representative of the qualified labor force as defined by the Chancellor's Office of the California Community Colleges. Should the Director of Employment Services and the District Equal Employment Opportunity Officer determine that the part-time applicants are not representative of labor force, as defined by the Chancellor's Office of the California Community Colleges, the District shall advertise the vacancy to the general public for a period of at least 14 calendar days.

11.9.1. At least six (6) part-time candidates, as determined by the screening committee, or all qualified part-time candidates applying, whichever is less, shall be guaranteed an interview.

11.9.2. **The Criteria:**

11.9.2.1. Part-time instructors meeting the necessary requirements specified in the job announcement.

11.9.2.2. Part-time instructors having taught in the discipline.

11.9.3.3. The job announcement shall be distributed via faculty mailboxes to all currently employed part-time instructors and shall be posted in the college mailrooms for a period of seven (7) full working days.

ARTICLE XII

SUMMER AND INTERSESSION

12.1. Summer and Intersession

12.1.1. Full-time unit members shall be given first consideration in staffing Summer and Intersession faculty assignments.

12.1.2. The following articles of the contract shall not apply to Summer and Intersession:

12.2. Hours taught during an intersession or summer school are not considered in determination of hours per week that comprise a full-time assignment for a full-time instructor as defined in Article VII, Section 7.4.2., and such hours shall not be considered in computing load pursuant to Ed. Code section 87482.5 All such assignments shall be designated as overload and extra-pay. Intersession classes shall be those scheduled entirely during times of the year that are not part of the 175 contract duty days required for full-time classroom instructors. For the purposes of determining load for classroom faculty under Article 7 and Article 11, other intersession classes shall be considered in the same manner as summer school assignments.

ARTICLE XIII

LEAVES OF ABSENCE

13.1. Sick Leave

- 13.1.1.** Full-time unit members shall earn one day of sick leave for each of the ten (10) months of contract service to a maximum of ten (10) days per year.
- 13.1.2.** Full-time unit members shall earn one day of sick leave for each of the eleven (11) months of contract service to a maximum of eleven (11) days per year.
- 13.1.3.** Unit members with part-time assignments (Fall or Spring semester) shall earn one hour of sick leave for each hour of instruction based on one week of the semester. (A three-hour-per-week semester course earns three (3) hours of sick leave per semester.)
- 13.1.4.** The District, for a valid reason, may require a medical or other acceptable verification in cases of illness or for other reasons that appear to be in the best interest of the employee or the District.
- 13.1.5.** Full-time unit members are guaranteed a minimum remuneration of five (5) months for sick leave or accident leave. Any unused current year sick leave shall be in addition to the five-month guarantee. In determining the remuneration during the five-month guarantee (deducting prior years' accumulated leave) the full-time unit member shall be entitled to the difference between his/her salary and the salary of a substitute. Where a substitute is not hired, the amount deducted shall be the minimum salary on the certificated salary schedule adopted by the Governing Board. A substitute, after working for twenty days (20) of the established load of an absent teacher, shall no longer be on an hourly rate and shall be placed on the regular salary schedule at a level not exceeding the salary position of the unit member on sick leave. The difference between the two salaries shall continue to be paid to the employee on sick leave for the remainder of the five-month guarantee.
- 13.1.6.** A full-time unit member who fulfills no contract duties on a given day because of illness shall be charged one day of sick leave for each day absent. Where less than the total scheduled duties for a day, other than related duties, are not fulfilled, the unit member shall be charged a half day of sick leave.
- 13.1.7.** Absences for illness shall be reported as directed by the District.

13.2. Sick Leave Donation

13.2.1 The District shall allow unit members donation of sick leave to individual employees who have suffered long-term disabilities or illnesses. The donations may be used only where the employee has exhausted accumulated sick leave and is not eligible for long-term disability coverage. The donations shall be authorized by a signed pledge form prepared by the Personnel Office. Solicitations of donations may be made by the individual or his/her representative(s). No employee may donate more than five (5) days of sick leave per year.

13.3. Personal Necessity Leave

13.3.1. Six (6) days of sick leave credit per year may be used for personal necessity.

13.3.2. Personal necessity leave shall be limited to: death or serious illness in the unit member's immediate family; an emergency involving the unit member's person or property or that of a unit member's immediate family; appearance at a court or administrative hearing in which the unit member is not a litigant; circumstances of compelling personal importance; religious holidays, and acts of nature requiring the unit member's attention.

13.3.3 . Leave shall not be for personal convenience, the extension of a holiday, a vacation for recreational activities, or matters that can be handled outside of scheduled work hours.

13.3.4. A unit member must obtain prior written approval from the appropriate administrator except where approval is precluded by events listed in subsection 13.3.2. The unit member shall make every effort to comply with District procedures to facilitate securing a substitute.

13.3.5. A unit member shall verify in writing that personal necessity leave was used for purposes listed in subsection 13.3.2. A unit member's signature on the District Request for Leave of Absence Form shall constitute such verification.

13.4 Bereavement Leave

13.4.1. A maximum of (5) five days bereavement leave at full salary shall be granted if minimum travel of 400 miles one way is required. Other bereavement leave is limited to three (3) days at full salary. However, the Chancellor and President, or their designee, may approve additional leave. The decision to grant or not grant additional leave shall not be subject to the Grievance

Procedure.

13.4.2. Bereavement leave is granted for death in the immediate family, or of an individual with whom the employee had a significant personal relationship. Immediate family includes mother, father, grandmother, grandfather, grandchild, spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or of the spouse of the employee, or any relative living in the immediate household of the employee.

13.4.3. Where additional bereavement leave with full salary is denied, an extension of leave to a maximum of six (6) days may be used and deducted from accrued personal necessity leave.

13.4.4. Bereavement leave shall be taken within a reasonable time after the death in the immediate family member, but no later than thirty (30) days, unless an extension is granted by the Chancellor or designee.

13.5. Personal Leave

13.5.1. Personal leaves of absence may be granted by the Governing Board. Leave shall be without compensation and advancement on the salary schedule; however, advancement on the salary schedule may be approved by the Governing Board at the time leave is granted.

13.5.2. Requests in writing for a full year leave or Fall semester shall be submitted to the Chancellor through the appropriate college President prior to March 15 of the year preceding the proposed leave. Requests in writing for Spring semester leaves shall be submitted to the Chancellor through the appropriate college President prior to October 1 of the preceding semester.

13.5.3. Employee benefits shall terminate at the commencement of the personal leave; however, upon approval of the insurance carrier(s), a unit member has the right to continue insurance benefits by remitting to the District the premium costs.

13.5.4. An extension of personal leave may be granted by the Governing Board where it is of direct benefit to the individual's job assignment or in situations of extreme personal hardship, provided the extension will not create undue hardship for the individual's division or college.

13.5.5. A unit member shall notify the District in writing of intention to return to service. Notice shall be submitted by April 1, if the leave concludes at the end of the Spring semester, and by November 1, if leave will conclude at the end of the Fall semester. One month prior to the applicable date, the District shall notify the unit member in writing of the obligation of written notification of intention to

return to service.

- 13.5.6.** Failure, without good cause, to notify the District of intention to return to service shall be deemed a resignation effective at the close of business on the final day of the expired leave.

13.6. Professional Opportunity Leave

- 13.6.1.** The District may grant leaves with full pay to unit members for a maximum of ten (10) days per semester for professional opportunities such as grants, fellowships, consultant positions, or specialized teaching sponsored by professional organizations and governmental agencies.

- 13.6.2.** The leaves shall be approved by the Chancellor and the President provided the unit member has received notification of their selection and has filed a written application with the Chancellor via the President stating the nature of the opportunity, the sponsoring agent, the dates, and how regular duties will be carried out.

- 13.6.3.** If compensation is received from the sponsoring agent in excess of the cost of tuition, travel, and living expenses, the unit member's salary shall be decreased by a commensurate amount.

13.7. Military Leave

- 13.7.1.** Unit members employed for a minimum of one year who are called into military service shall receive a paid leave of absence for the first thirty (30) days of military service.

13.8 Judicial Leave

- 13.8.1.** Unit members shall be provided leave for jury duty or to appear as a witness in court on behalf of the District, other than as a litigant. Upon knowledge of necessity for the leave, a written request shall be submitted to the President ten (10) days prior to its commencement date except where the notice to appear is received less than ten (10) days from the required date.

- 13.8.2.** A unit member on judicial leave shall receive full pay for a maximum of twenty (20) days annually and shall remit to the District fees received for the service, exclusive of mileage and parking.

13.9. Legislative Leave

- 13.9.1.** A full-time unit member elected to the Legislature shall be granted a leave of absence.

13.9.2. During the term of leave, the unit member may be employed by the District less than full-time to perform service requiring certification. Compensation shall be by mutual agreement of the unit member and the District.

13.9.3. Within six (6) months after the termination of legislative service, the unit member shall have the right to return to their former position.

13.10 Coaching Leave

13.10.1. Upon approval of the appropriate administrator or the District, a unit member who has been a coach for five (5) consecutive years may request a temporary leave from their coaching assignment for a maximum of one year.

13.10.2. Coaching leave is contingent upon a qualified full-time or part-time employee being available to meet the coaching assignment needs. The application for leave shall be submitted prior to March 15 of the year preceding the proposed leave.

13.10.3. Coaching leave shall be restricted to a maximum of 25 percent of the coaching staff at each college.

13.11. Family Care Leave

13.11.1. Under the California Family Rights Act of 1991, unit members having more than one year of continuous service with the District and are eligible for at least one employee benefit, have the right to an unpaid Family Care Leave of up to four (4) months in a twenty-four (24) month period for the birth or adoption of their child for the serious health condition of their child, parent, or spouse.

This leave, contains a guarantee of reinstatement to the same or to a similar position at the end of the leave, subject to any defense allowed under the law. If possible, unit members must provide at least 30 calendar days written advance notice for foreseeable events (such as the expected birth of a child or a planned medical treatment of a family member).

For events that unforeseeable 30 days in advance, the District needs notification as soon as one learns of the need for a leave, but in any event, no later than five (5) working days from learning of the need for the leave.

The District shall respond to the leave request as soon as possible and in any event, no later than ten (10) days after receiving the request.

- 13.11.2.** Failure to comply with these notice rules is ground for, and may result in, denial or deferral of the requested leave until compliance with the notice policy.
- 13.11.3.** The District may require certification from the health care provider of a child, parent, or spouse who has a serious health condition before allowing unit members a leave to take care of that family member.
- 13.11.4.** Any family care leave taken must be for at least two weeks, except that unit members may request a shorter leave (from one day to two weeks) on any two occasions during a twenty-four month period. If a unit member is taking a leave for the birth or adoption of a child, they must initiate the leave within one year of the birth or adoption.
- Pregnant unit members have certain rights under the Act to Take a Pregnancy Disability Leave and also a Family Care Leave; members should check regarding their individual situation. There are certain exceptions under the act regarding eligibility for a Family Care Leave. The District is legally permitted to deny a request for leave under certain conditions.
- 13.11.5.** Unit members may use accrued sick leave for the period of Family Care Leave if mutually agreed upon by the district and the employee. Unpaid leave impacts unit members' benefits in the same manner as a personal leave without pay.
- 13.11.6.** Contact United Faculty if you need more information regarding your rights for this type of leave.

ARTICLE XIV

SABBATICAL LEAVE

14.1. Philosophy

14.1.1. The sabbatical leave opportunity is an important stimulus to the improvement of education. The vitality and curiosity of the faculty are among the institution's fundamental assets, and the sabbatical leave ensures the growth and renewal of these invaluable resources. Sabbatical leave projects and experiences are valued as distinct contributions to the cultural and intellectual lives of individual faculty members and as support of the mission and vision of departments, colleges, and the District.

14.2. Purpose

14.2.1. The purpose of the sabbatical leave program is to promote professional growth of individual faculty members by providing opportunities for advanced study, research, or special projects that further the educational goals of the District. Sabbatical leaves are intended for substantial projects beyond the scope of normal professional development activities. Projects may be either within the area of immediate professional responsibility or outside it, provided a valuable interdisciplinary connection can be demonstrated.

14.3. Eligibility

14.3.1. Effective the academic year 2006-2007, full-time unit members (non-restricted) shall be entitled to sabbaticals in the proportion of four and one-half percent of the total number of full-time unit members (non-restricted) in the District as of the deadline date for application. If this percentage is a fraction of a full-time position, the sabbatical leave entitlement shall include the fraction as a full-time position. Sabbatical proposals selected by the committee from those submitted in Fall of 2003 and Fall 2004 up to a combined total of thirteen (13) shall be scheduled for leave in the academic year 2005-2006. Resources equivalent to those allocated for sabbatical leaves in 2003-2004 shall be set aside for allocation to programs within the scope of the collectively bargained agreement. The provisions of 14.3.1. do not set precedent.

14.3.2. A unit member shall meet the following criteria for sabbatical leave consideration:

14.3.2.1. The applicant shall have rendered six (6) years of service in the Grossmont-Cuyamaca Community College District since any previous Sabbatical Leave.

14.3.2.2. The applicant shall agree to a minimum term of service of twice the sabbatical leave period after the completion of the leave. For example, a one-year leave must be followed by at least two years service, and a one-semester leave must be followed by at least two semesters service.

14.3.2.3. The unit member shall furnish a bond in accord with provisions of the Education Code Section 87770 in case of default on requirement in subsection 14.3.2.2.

14.4. Length of Leave

14.4.1. .A sabbatical leave may be granted for one semester (or one-half contract year for 11-month or 12-month certificated unit members), or for an academic year (or one contract year for 11-month or 12-month members). An academic year may consist of any two consecutive semesters.

14.5. Application Procedure

14.5.1. Individuals who are applying for sabbatical leave are required to attend an orientation workshop given by United Faculty. On or before 5 p.m. of the second District working day of November of each year, individuals will submit an application to the United Faculty office. United Faculty will forward copies to the Vice President, Dean/Director, and Department Chair/Coordinator for information and allow ten (10) working days within the fifteen (15) working days referenced in 14.5.2. for comments to be returned. All applications and proposals shall be on forms prescribed by United Faculty.

14.5.2. Within fifteen (15) working days from receipt, the applications and proposals will be forwarded to the Sabbatical Leave Committee (see Section 14.10).

14.6. Selection Procedure

14.6.1. The Committee will encourage the submission of proposals for projects including: original research; the pursuit of unusual professional activities/projects primarily of institutional benefit; post-graduate study; and other activities that contribute to a richer teaching and learning environment and are supportive of the mission and vision of the departments, colleges, and the District.

14.6.2. Proposals shall be evaluated according to the following criteria:

14.6.2.1. Value: individual, instructional, institutional, interdisciplinary.

14.6.2.2. Organization: a clear definition of the project objectives, the means for attaining them, and a plan for evaluation.

14.6.2.3. Feasibility.

14.6.2.4. Documentation: appropriate supporting materials to clarify project purpose, value, objectives, feasibility, or the involvement of other individuals and institutions.

14.6.3. Each year, the Committee shall use the above criteria to prepare an evaluative instrument, which shall be approved by United Faculty. The Committee shall then use this instrument to score and rank the proposals as follows:

14.6.3.1. Individual committee members shall evaluate the proposals, and each committee member's first-ranked proposal shall receive a score equal to the number of qualifying proposals, second-ranked proposal, one less than the number of qualifying proposals, and so on to the last-ranked proposal, which shall receive a score of 1.

14.6.3.2. The Committee as a group will then total the nine (9) individual scores to establish a committee composite ranking score. The Committee will consult on any significant discrepancies among individual rankings.

14.6.4. After scoring and ranking of the proposals, additional consideration will be given to applicants who have served more than six (6) years since their previous sabbatical leave, in the proportion of a one (1) percent increase in composite ranking score for each semester of service in excess of six (6) years.

14.6.5. Prior to ranking, the committee may, by a 7/9 majority, disqualify proposals for projects that are not well planned or articulated, are not feasible, are not adequately documented, or are clearly outside the purpose and philosophy of the sabbatical leave program. Individual applicants whose proposals have been disqualified shall be notified by United Faculty promptly in writing stating the reasons for disqualification.

14.7. Notification Procedure

14.7.1. The Sabbatical Leave Committee shall notify United Faculty in writing

of its selections with accompanying rationale, for transmittal to the Chancellor of the District ten (10) days prior to the first February meeting of the Governing Board.

14.7.2. The Chair of the Sabbatical Leave Committee shall present the selections of the committee to the Chancellor.

14.7.3. In accordance with Governing Board Policy #7110, the Chancellor shall submit the selections to the Governing Board at the first business meeting in February for ratification.

14.7.4. The United Faculty shall give written notification of the sabbatical leave awards to the appropriate college President, Dean, Director, Chair, or Coordinator and the applicants within five (5) working days.

14.8. Report on Sabbatical Leave Activities

14.8.1. Within ninety (90) days after completion of the sabbatical leave, the individual shall submit a final report to United Faculty for transmittal to the Chancellor, and the Governing Board. The report shall provide a thoughtful description of the following: what was accomplished; the implications for the individual; the implications for the discipline; and the contribution to the educational goals of the District. The report shall include appropriate supporting or descriptive material and be summarized in an attached abstract of approximately 500 words.

14.8.2. The United Faculty shall submit sabbatical leave reports to the Chancellor.

14.8.3. Individuals are encouraged to make oral presentations describing their sabbatical leave projects to the Governing Board upon invitation by the Chancellor.

14.9. Compensation

14.9.1. Compensation for a one-semester (or one-half year leave for 11-month or 12-month unit members) leave shall be at full salary, and for a leave of two consecutive semesters (or one year for 11-month or 12-month unit members), at half salary. Unit members on sabbatical leave may not receive payment from other employment in excess of one-half their regular full-time salary.

14.9.2. Sabbatical leave shall count toward retirement, and retirement annuity contributions shall be continued. Upon return to service, the unit member's salary shall be what it would have been had the leave not been taken. If the unit member has qualified for a higher classification while on leave, the proper placement shall be made.

14.9.3. Salary payments, while on leave, shall be in accord with the Education Code.

14.10. Sabbatical Leave Committee

14.10.1. A Sabbatical Leave Committee shall be established, with members serving two-year terms. The faculty members of the Committee shall be selected by United Faculty to represent a broad range of disciplines, and shall be composed of three (3) faculty members each from Cuyamaca and Grossmont Colleges. Three administrative representatives shall be appointed by the District Chancellor. Half of the Committee membership shall rotate annually and the Chairperson shall be elected by the Committee.

14.11. Sabbatical Program Review

14.11.1. The District and United Faculty shall undertake a review of faculty interest in alternative leave formats, additional opportunities, and barriers to participation in the sabbatical program. The results of the review will be used by the parties as background to assure that opportunities within the program are structured to best support the philosophy of the program and optimize broad faculty access.

ARTICLE XV

PROFESSIONAL GROWTH ACTIVITIES

15.1. Academic Course Work

Activities to count toward professional improvement and advancement shall meet one of the following conditions:

15.1.1. The institution is accredited by the Western Association of Colleges and Universities or another regional accrediting association and is recognized by the California State Department of Education and the California Community College Chancellor's Office.

15.1.2. One semester unit of college or university work or its equivalent on other academic scheduling such as the Quarter System shall be recognized as the standard unit for measuring fulfillment of professional improvement requirements.

15.1.3. Course work for professional growth in the depth area (contract discipline) shall be at the upper division or graduate level.

15.1.4. Course work for professional growth in the breadth area (outside of the contract discipline) shall be at the upper division or graduate level and may be at the lower division level upon approval of the appropriate Dean/Director and next senior level administrator.

15.1.5. Course work completed for the purposes of meeting the contract obligation for flex week service credit or as a part of an approved leave of absence with pay, shall not be eligible for advancement on the salary schedule.

15.1.6. Additional criteria are detailed in the salary schedule, Appendices A and B.

15.2. Other Professional Growth Activities

The activities detailed below qualify the faculty for salary advancement. These activities are intended to provide an opportunity for faculty to qualify for salary advancement under the professional improvement program by participating in alternative educational activities. The activities detailed below require approval by the appropriate Dean/Director and the next senior level administrator. Each Division Dean/Director shall establish a committee of Division members to make recommendations regarding the criteria.

15.2.1. Thirty (30) hours devoted to approved creative activity shall have the value of one (1) unit.

- 15.2.2.** Thirty (30) hours of participation in approved workshops shall have the value of one (1) unit.
- 15.2.3.** Each two (2) weeks of approved foreign travel experience shall have the value of one (1) unit.
- 15.2.4.** Each two (2) weeks of approved full-time work experience shall have the value of one (1) unit.
- 15.2.5.** The amount of credit to be earned in any one year shall not exceed six (6) units.
- 15.2.6.** No credit will be given where:
- 15.2.6.1.** The Governing Board approves an instructor's attendance, with pay, at a workshop or conference.
- 15.2.6.2.** The instructor receives college credit for such activities.
- 15.2.7.** If an activity appears to duplicate a previous activity, such as similar work experience, only the initial activity will be eligible for credit.

ARTICLE XVI

CONFERENCE ATTENDANCE

16.1. Procedure for Leave

The District may grant a leave of absence with pay for conference attendance. Approval shall be based upon the contributions to the District's programs, the equitable distribution of opportunity by Divisions and individuals, and budget limitations.

16.2. Modes of Travel

16.2.1. Public transportation services shall be employed where feasible. Air travel shall be by coach class. Other air class seating shall be approved by the President or designee. When a unit member is authorized to travel by private automobile, reimbursement shall be at the maximum rate allowed by the U.S. Internal Revenue Service, but shall not exceed the cost of air coach fare. Where two or more unit members travel together by private automobile, only the party furnishing the transportation shall be paid the mileage rate.

16.2.2. Upon the written approval of the Chancellor or designee, an individual may use a District car for travel. There shall be no transportation reimbursement, exclusive of emergency repairs or necessary vehicle service.

16.3 Expense Claims

Reimbursement requests for expenses shall be filed on the standard claim form. The requests shall be certified by the appropriate administrator and approved by the Governing Board for reimbursement.

ARTICLE XVII

SAFETY

17.1. Unsafe Working Conditions

Any on-the-job condition(s) considered to be unsafe or potentially unsafe by a unit member should be reported immediately to their Dean/Director and/or the Risk Manager and/or any member of the Health and Safety Committee. If the Health and Safety Committee determines that the facility and/or equipment poses a serious threat to the health or safety of the unit member, alternative working conditions shall be provided. If, after five (5) working days, the Health and Safety Committee has not reviewed the complaint and the matter is not resolved, the unit member may file a claim with CAL OSHA.

17.2. Personal Safety

17.2.1. Unit members may use such force as is reasonable under the circumstances to protect themselves from attack, to protect another person or property, quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects on the person or within the control of another person on District property.

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

17.2.3. If legal action is brought against a unit member alleging the commission of an assault in connection with their employment, he/she may request the Governing Board to furnish legal counsel. If the Governing Board denies a request to provide legal counsel and the unit member prevails in the proceeding, the Governing Board shall reimburse the unit member for legal fees and any losses in salary, provided the allegation was not an action brought by the District against the unit member.

ARTICLE XVIII

GRIEVANCES

18.1. Purpose

The purpose of the grievance procedure is to resolve grievances at the lowest administrative levels protecting the rights of all parties.

18.2. Definitions and Limitations

18.2.1. A "grievance" is a formal written allegation by United Faculty in the name of, or on behalf of, a specific unit member or members that there has been a violation, misinterpretation, misapplication, or misimplementation of one or more specific provisions of this contract, or a violation of this contract, written policy, or regulation pertaining to the scope of the unit member's job.

18.2.2. Other matters for which a method of review is provided by law, such as dismissal, FEPC, OSHA, EEDS, or HEW are excluded from this procedure. United Faculty, however, may file a grievance over an alleged violation, misinterpretation, or misapplication of United Faculty Rights, as specified in Article II.

18.2.3. The term "grievant" is United Faculty representing a specific unit member or members asserting the claim. United Faculty shall represent the unit member(s) in all aspects of the grievance procedure.

18.2.4. A "day" for purposes of notifications is one of the 175 Board adopted teaching days.

18.2.5. The "immediate supervisor" is the lowest level managerial or supervisory position having immediate jurisdiction over the unit member(s) named in the grievance and has been designated by the District as their representative at this level of the grievance procedure.

18.3. Conciliation Procedure

18.3.1. United Faculty shall maintain a conciliation committee to assist unit members in resolving potential grievances. Statements of conduct by United Faculty and the Governing Board or its designee(s) at this level shall not prejudice subsequent grievance proceedings.

18.3.2. Within thirty (30) days after the occurrence of the alleged act or omission, which was the basis for a potential grievance, or within

thirty (30) days after the unit member(s) involved knew, or reasonably should have known, of the act or omission giving rise to a potential grievance, the unit member(s) or United Faculty on behalf of the unit member(s) shall present a statement to United Faculty Conciliation Committee detailing the potential grievance. Within fourteen (14) days of filing, United Faculty Grievance Committee may transmit this statement in writing to the appropriate immediate supervisor to establish a time to commence the conciliation process.

18.4. Level 1- Grievance Procedure

When conciliation efforts fail to resolve the issue, United Faculty, on behalf of the grievant, may present the grievance in writing to the appropriate immediate administrator. The statement shall detail the specific act or conditions, the grounds upon which the grievance is based, and the specific remedy sought. The immediate supervisor shall communicate in writing his/her decision to United Faculty, the President, and the Chancellor within ten (10) working days after receiving the grievance. During this period, either party may request a joint conference.

18.5. Level II - Grievance Procedure

If the grievance is not resolved at Level I, United Faculty may appeal the decision in writing to the President or designee within five (5) days after the delivery of the decision by the Level I immediate supervisor. The statement of appeal shall include a copy of the original grievance, the decision rendered, and why the disposition of the grievance at the prior level was unsatisfactory. The President or designee shall communicate a decision in writing to United Faculty and the Chancellor within ten (10) days after receiving the appeal. Either the grievant, the President, or designee may request a joint conference during this period.

18.6. Level III - Grievance - Procedure

If the grievance is not resolved at Level II, United Faculty may appeal the decision in writing to the Chancellor or designee within five (5) days after the delivery of the decision by the President or designee. The statement shall include a copy of the original grievance, the decisions rendered at Levels I and II, and why the disposition of the grievance at prior levels was unsatisfactory. The Chancellor or designee shall communicate a decision in writing within ten (10) days after receiving the appeal. Either United Faculty, the Chancellor, or designee may request a personal conference during this period. The decision of the Chancellor or designee shall be final unless a written appeal is filed by the unit member to United Faculty within five (5) days of the receipt of the Chancellor or designee's decision. Upon mutual written agreement of the parties, within five (5) days after

receipt of the decision, a mediator from the California State Conciliation Service may be contacted to facilitate the resolution of the grievance. If the issue is not resolved, United Faculty may then proceed to arbitration.

18.7. Level IV - Grievance Procedure

- 18.7.1.** United Faculty shall notify the District in writing of its decision to seek arbitration within ten (10) days after the receipt of the decision of the Chancellor or designee.
- 18.7.2.** Questions as to the arbitrability shall be decided by the arbitrator prior to a determination of substantive issues. Submission to arbitration shall be made to the California State Conciliation Service which will provide a list of five (5) names. United Faculty and District shall alternately strike a name; the remaining person, upon mutual agreement, shall be the arbitrator. The arbitrator shall proceed under the Voluntary Labor Arbitration Rules or the Expedited Labor Arbitration Rules of the American Arbitration Association.
- 18.7.3.** The arbitrator shall be empowered to hold hearings, set procedural rules, and require such evidence or testimony as he/she may judge necessary. His/her decision shall be in writing detailing all findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall not require any action prohibited by law or that violates the terms of the contract. The decision of the arbitrator shall be final and binding on United Faculty and the District.

18.8. Grievance Process Policies

- 18.8.1.** A grievant shall have the right to have a representative present at Level I, Level II, Level III, and Level IV.
- 18.8.2.** Records pertaining to a grievance shall be kept in a grievance file separate from the individual grievant's official District personnel file.
- 18.8.3.** If the presence of an employee is necessary at a meeting between the grievant and the District during the work day to resolve a grievance, the employee shall be released from duties without loss of pay. A reasonable amount of release time shall be granted to United Faculty to process grievances.
- 18.8.4.** United Faculty shall have the right to state its views at all levels of the grievance procedure. When the grievant represents herself/himself, the District shall not agree to resolution of the grievance prior to United Faculty receiving a copy of the proposed resolution and having a minimum of five (5) working days to file a written response.
- 18.8.5.** Costs for the services of the arbitrator shall be borne equally by United Faculty and the District.

- 18.8.6.** The parties shall make available all nonconfidential documents and data in their possession pertaining to the grievance.
- 18.8.7.** If the District representative does not respond to the grievance within the designated time, the grievant may appeal to the next level.
- 18.8.8.** Mutual agreement of the parties may extend or shorten the time limits specified at each level of the procedure.
- 18.8.9.** The grievance forms shall be jointly developed by the District and United Faculty. The cost of preparing and printing the forms shall be shared equally by the parties.
- 18.8.10.** No punitive action shall be taken by the District, United Faculty, the grievant, or any representative of the parties for participating in the grievance process.

ARTICLE XIX

SAVINGS CLAUSE

19.1. If any provision of this contract or its application to a unit member is held to be contrary to law by a court of competent jurisdiction, such provisions or applications shall not be deemed valid and subsisting, except permitted by law, but all other provisions or applications shall continue in full force and effect. Upon request of either party, the parties shall meet within thirty (30) days after any such ruling for the purpose of renegotiating the affected provision(s).

ARTICLE XX

SUPPORT OF AGREEMENT

- 20.1.** United Faculty and the District recognize the duty and obligation of its respective representatives to comply with the provisions of the contract and to extend every effort for the implementation of all its provisions.

ARTICLE XXI

COMPLETION OF MEET AND NEGOTIATIONS

21.1. The District and United Faculty agree to salary and benefits from July 1, 2003 through June 30, 2004 as specified in Article IX, Section 9.1.1.

21.2. The District and United Faculty agree to a three (3) year contract (July 1, 2003 through June 30, 2006) with the following provisions:

21.2.1. Either party may reopen on two articles, each year.

21.2.2. Salary and Fringe Benefits will be reopened each year.

ARTICLE XXII

TERM

- 22.1.** The contract shall remain in full force and effect, subject to the agreed upon reopeners, from July 1, 2003 through June 30, 2006. The contract shall continue in effect, thereafter year-by-year until one of the parties notifies the other in writing no later than March 15 of its request to modify, amend, or terminate this contract.