

COLLECTIVE BARGAINING AGREEMENT

GLENDALE COMMUNITY COLLEGE DISTRICT

AND

GLENDALE COLLEGE GUILD - LOCAL 2276

OF THE

AMERICAN FEDERATION OF TEACHERS



July 1, 2018 - June 30, 2021

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Glossary

Adjunct Faculty Member

The Education Code for California Community Colleges Sections 87400-87488 and 87660-87683 uses specific terms and definitions for academic employees. In this document, adjunct faculty member means “Temporary Employee” as defined for Community College in the California State Education Code.

Appropriate Administrator

The Vice-President of Instruction or any administrator under the direction of the Vice-President of Instruction for instructional faculty, and the Vice-President of Student Services or any administrator under the direction of the Vice-President of Student Services for student services faculty

Appropriate Vice-President

The Vice-President of Instruction for Instructional Faculty, or the Vice-President of Student Services for student services faculty.

Carnegie hour and unit

In this document, the Carnegie definitions of hours and units are used as defined below. Although Glendale Community College has adopted a compressed 16-week semester calendar, an hour is defined as a 50-minute hour used on an 18-week semester calendar unless otherwise noted.

For a one-unit academic course, the following hours would normally be expected:

16 hours of classroom time
32 hours of homework
48 hours total student learning time

Many traditional academic courses award three units. The number of hours expected for such a course would be:

48 hours of classroom time
96 hours of homework
144 hours total student learning time

Contract Faculty Member

The Ed Code for California Community Colleges Section 87400-87488 and 87660-87683 uses specific terms and definitions for academic employees. In this document, a Contract Faculty member is a “Regular Employee” and/or a “Contract Employee” as defined for Community Colleges in the California State Education Code.

Credit

The term “credit” is defined at each use in the text, such as “credit classes”.

Eligible Domestic Partner

For the purpose of this contract and benefits provided by the District, “eligible domestic partner” is defined as an individual who meets the criteria established in Article XI, Section 7. For benefits provided by third parties, the term “eligible domestic partner” is defined by the third party providing the service/benefit.

Hour

The term “hour” is defined at each use in the text, such as “office hour” or “60 minute hour”.

Load

The term “load” is used in the following ways:

Long-term Non-contract Substitute Instructor

The designation as a Long-term Non-contract Substitute begins as soon as it becomes clear that the person who is out will be gone longer than 2 weeks (i.e. before the 2 weeks begin, anytime during the two weeks, or once the two weeks are finished and the third week commences).

Teaching load

Weekly classroom hours required of instructional faculty. Varies by discipline.

Workload or Assignment

General term for weekly work hours required of faculty.

Overload

Additional work hours beyond a 100% teaching load assignment.

Multi-pull classes

Two or more classes taught at the same time by one instructor.

Paired classes

Two classes taught to a single cohort of students. Each class has its own instructor, ticket number and schedule. The instructors for each class coordinate assignments and content.

Split class

A class that is taught by two or more instructors with FSA's from the same discipline. Each instructor is responsible for only part of the class and paid accordingly.

Team Taught class

A class taught by two or more instructors who possess FSA's from different disciplines and teach a single class with cross over curriculum from each discipline. Team Taught classes are those in which all instructors attend all classes. These instructors equally share responsibility for course preparation and grading. The class can only be taught by individuals with the appropriate FSA's.

Unit

The term “unit” is used in the following ways:

Bargaining Unit: Guild

Carnegie Unit: See definition under heading “Carnegie hour and unit”.

Organizational Unit: Specific area of service such as “Library”.

STATEMENT OF AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of July 2015, by and between the GLENDALE COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the "District," Glendale College Guild - Local 2276 of the AMERICAN FEDERATION OF TEACHERS, hereinafter referred to as the "Guild," and constitutes the sole agreement between the parties. The term "District" as used throughout this Agreement is intended to include the governing board and the Superintendent/President and other management personnel, unless otherwise indicated by the context in which used.

ARTICLE I RECOGNITION

The District hereby recognizes the Guild as the exclusive representative of the employees specified herein:

Included:

All Academic employees specifically including: Instructor, Regular full-time College Credit; Instructor, part-time, College Credit; Instructor, Continuing Education/Noncredit; Instructor, long-term Contract Substitute; Instructor, Temporary Contract Substitute; Instructor, Long-term Non-contract Substitute (greater than two weeks) while on an extended assignment; College Specialist; Counselor; Student Personnel Worker; Nurse; Nurse, Part-time; Librarian; Division Chairpersons; Faculty Coordinators; and Faculty Facilitators.

Excluded:

All other employees including: Instructor, Day-to-day Substitute Employees; and all Management, Supervisory and Confidential Employees.

Those designated as "included" above shall be referred to in this Agreement as "employees" or "bargaining unit members." The term "personnel" refers to the broader group of all persons utilized by the District to perform services, including bargaining unit members.

The definition of the bargaining unit may be revised by mutual written agreement. Disputes relating to this Article shall be handled pursuant to applicable PERB proceedings rather than the grievance and arbitration provisions of this Agreement.

ARTICLE II DISTRICT RIGHTS

Section 1. General

This Article is intended to insure that the District retains all rights and powers which it has not agreed to limit in the other Articles of this Agreement. This Article is not intended, nor shall it be construed as waiving the rights of individual bargaining unit members under the Education Code or other statutes, or waiving or otherwise diminishing the rights of the Guild or of bargaining unit members as provided in other Articles of this Agreement. If there is a direct conflict between the District's rights as stated in this Article and the rights of bargaining unit members or of the Guild as set forth in some other Article of this Agreement, the language of the latter shall prevail. Also, it is recognized that many of the following subject matters fall within the scope of consultation under Article III; this Article is not intended to limit such consultation rights, but rather to indicate that the final decision in such matters lies with the District.

Section 2. Enumerated District Rights

All matters not included within the scope of negotiations in Government Code 3543.2, and also all matters and rights not limited by the terms of the other Articles of this Agreement, are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify or discontinue, in whole or in part, temporarily or permanently, any of the following:

- A. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, boundaries, and advisory commissions and committees;
- B. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes and debt, and all means and conditions necessary or incidental to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget formation process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures;
- C. The acquisition, disposition, number, location types and utilization of all District properties, whether owned, leased, or otherwise controlled, including all facilities, grounds, parking areas and other improvements, and the personnel, work, service and activity functions assigned to such properties;

- D. The methods, quality, quantity, frequency and standards of service, and the personnel, vendors, supplies, and materials to be used in connection with services to the public; the lawful subcontracting of services to be rendered and functions to be performed for the public, including but not limited to support, construction, maintenance and repair services;
- E. The selection, assignment and utilization of personnel not covered by this Agreement, including but not limited to substitutes and management, to do work which is normally done by persons covered hereby;
- F. The educational policies, procedures, objectives, goals and programs, including but not limited to those relating to curriculum, course content, textbook selection, educational equipment and supplies, admissions, attendance, student transfers, advancement, guidance, grading, testing, records, health and safety, conduct, discipline, transportation, food services, extra-curricular and co-curricular activities, and emergency situations, and the substantive and procedural rights and obligations of students, faculty, other personnel and the public with respect to such matters;
- G. The selection, assignment, classification, direction, promotion, demotion, discipline, termination, layoff and retirement of all personnel of the District subject to Education Code limitations; affirmative action and equal employment policies and programs; the assignment of employees to any location, and also to any facilities, classrooms, functions, activities, academic subject matters, classes, and departments; and staffing patterns, including but not limited to the determination as to whether, when and where there is a job opening;
- H. The job classifications and the content and qualifications thereof;
- I. The duties and standards of performance for all employees; and whether any employee adequately performs such duties and meets such standards, subject only to the provisions of Article IX - Evaluation Procedures;
- J. The dates, times and hours of operation of District facilities, functions, and activities, subject to the provisions of Article VI - Hours;
- K. Safety and security measures for students, personnel, and the public, including the various rules and duties for all employees with respect to such matters;
- L. The rules, regulations and policies for all personnel, students and the public; and
- M. The administration of all employee health and benefit plans.

Section 3. Non-Enumerated District Rights

All other rights of the District not expressly limited by the provisions of this Agreement are also reserved to the District even though not enumerated in Section 2 of this article, and the provisions of the other Articles of this Agreement constitute the only contractual limitations upon the District. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner.

Section 4. Exceptions

It is agreed that the contractual rights of the Guild and of the employees are set forth in other Articles of this Agreement and that this Article is not a source of such rights. Accordingly, any dispute arising out of or in any way connected with either the existence of or the exercise of any of the rights of the District set forth herein above or any other rights of the District not expressly limited by the terms of this Agreement, or arising out of or in any way connected with the effects of the exercise of any of such rights, is not subject to the grievance and arbitration provisions of Article IV. However, nothing herein shall preclude the filing of a grievance under other Articles which are subject to the grievance procedure.

ARTICLE III GUILD RIGHTS

Section 1. Academic Freedom

A. Purpose of Academic Freedom

1. The District and the Guild recognize that institutions of higher education are conducted for the common good which depends on the free expression of ideas.
2. Recognizing that the search for truth and the expression of diverse opinions are essential to a democratic society, both the District and the Guild shall strive to promote and protect Academic Freedom.
3. Academic Freedom in teaching is fundamental for the protection of the rights of the faculty member in teaching and of the student to freedom in learning.

B. Nothing in this Academic Freedom provision of the contract prevents the District from taking disciplinary action against a faculty member for unprofessional or unlawful conduct.

C. Nothing in this article is designed to diminish the Academic Freedoms and Academic Responsibilities in Board Policy 4030.

Section 2. Protection of Faculty Members

A. A faculty member shall not be subject to an adverse action affecting the faculty member's hiring, promotion, or employment status with the District for any of the following:

1. For exercising the freedom to examine, explore, or endorse unpopular or controversial ideas either in the classroom teaching or in discussion with students outside the classroom or in academic research or publication.
2. For selecting or recommending the selection of instructional materials for courses which may contain unpopular or controversial ideas.
3. For selecting, recommending or making available the books and materials presenting all points of view including materials of interest, information, and enlightenment without regard to class, race, ethnicity, or social, political, or religious views of the author.
4. For speaking or writing as a citizen, when the faculty member indicates that he/she is not speaking for the District.

- B. The District and the Guild shall be committed to the principles of due process and to resolving performance problems at the informal level, whenever possible. However, when a problem persists, despite efforts to remediate the issue(s), the faculty member may be subject to discipline. Discipline shall be administered in a timely manner in accordance with the California Education Code, including but not limited to sections 87666 to 87683 and 87732 to 87737. A faculty member shall not be reprimanded, suspended, or dismissed without just cause.

If the District requests a meeting with a faculty member which could result in the discipline of the faculty member, the District will notify the faculty member of his/her right to have a Guild representative at the meeting.

Section 3. Responsibilities of Faculty Members

- A. The faculty member shall treat the students with respect.
- B. The faculty member shall fulfill his/her professional obligation and be able to defend the relevance of instructional activities as they relate to course materials, development of critical thinking, debate or research.
- C. Assessing student learning outcomes (SLO's) and reporting the results are part of the obligations of all instructors, including adjunct instructors. Adjunct faculty shall not be required to create, edit, discuss or explain results of SLO's.

Section 4. Access to Employees and Facilities

The District shall permit authorized Guild representatives access to contact employees concerning Guild business during the non-scheduled hours of the employee(s) being contacted. In no event shall a Guild representative interrupt or interfere in any way with normal work.

The Guild may utilize District facilities for the purpose of organizational meetings subject to reasonable regulation, provided that such use does not interfere with previously authorized facility use, or with custodial or security schedules.

Section 5. Bulletin Boards

The Guild may use faculty bulletin boards in areas frequented by employees including the College Campus, Garfield Campus, Professional Training Center (PDC), and at each campus for which there is a site director or coordinator assigned.

Section 6. Mail Boxes

The Guild may use the College mail boxes to communicate with employees regarding lawful Guild business. The College shall provide a mail box to the Guild at each campus for which there is a site director or coordinator assigned.

The Guild assumes full legal responsibility for the content of its communications, and hereby agrees to hold the District harmless against any claims or liabilities arising out of such communications. Any such communications must be dated and bear the name of the responsible Guild officer.

Section 7. Board of Trustees Agenda

The Guild President shall receive an advance copy of the complete Board of Trustees meeting agenda. The Guild shall have the right to appear and make a presentation at Board meetings under the "Special Presentations" agenda item, provided that notice of such intention is given to the District early enough to appear on the printed agenda. In addition, the Guild shall be entitled to representation at all regular Board meetings and a representative shall be seated at the resource table.

Section 8. Dues Deductions

- A. When drawing orders for salary payments to employees covered by this Agreement, the District shall reduce the order by the amount which has been authorized to be deducted for the purpose of paying the regular monthly dues of the employee in the Guild. Current authorization cards on file with the District need not be resolicited under this Agreement. Such a dues deduction authorization shall remain in effect until withdrawn in a written notice to the Guild during the period not less than thirty (30) days and not more than forty-five (45) before 1) the annual anniversary date of becoming a Guild member or 2) the date of termination of the applicable contract between the employer and the Glendale College Guild, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless revoked in writing during the window period, irrespective of membership in Glendale College Guild.
- B. The District shall on a monthly basis remit to the Guild an amount equal to the total of the dues deductions made during the month, and shall furnish to the Guild a list of all employees affected together with the amount deducted for each. The Guild shall hold the District harmless against any claim or liability arising from actions taken by the District pursuant to this section.

Section 9. No Reprisals

The District shall not engage in any reprisal against an employee for belonging to the Guild, serving on the Guild negotiating team, participating in the grievance procedures of Article IV, or participating in other lawful and legitimate activities of the Guild.

Section 10. List of Employees

The District shall, by October 1, and March 1, furnish the Guild with an up-to-date listing of the names, addresses, telephone numbers, assignment and work locations of all employees. An addendum list showing revisions only shall be furnished November 15 and April 15. The Guild shall use this information for internal non-commercial purposes only.

Section 11. Released Time

Released time shall be granted to Guild representatives for grievance resolutions as provided in Article IV. Released time equivalent to 2.2 FTE of an employee's basic assignment shall be granted to Guild representative(s) for the purpose of negotiations and other Guild business. Released time shall also be granted at 1.6 FTE to the Academic Senate. Scheduling shall be subject to reasonable District control to fit educational program needs and shall be arranged in advance with the appropriate administrator. If an adjunct employee is granted released time by the Guild and/or the Senate, the District shall pay that employee at the conversion rate of 10% annual released time equal to three hours weekly each semester. Released time greater or less than 10% shall be proportionate.

It is agreed that compliance with this section shall be deemed to satisfy any statutory released time obligations of the District.

Section 12. Shared Governance

The Guild has the right to participate in governance as outlined in Glendale Community College Administrative Regulation and as required by the District Governance Policy.

Section 13. Consultation Procedures

- A. Committees: The Guild and the Academic Senate shall each have the right to appoint an employee to serve as a representative on any College committee in the areas of student personnel services, curriculum and instruction, campus development, planning and facilities. Excluded are those committees dealing with management functions, confidential matters, personnel matters and collective bargaining matters. Budget-related committees are dealt within paragraph B below. Nothing in this Article shall preclude the appointment of any other employees to committees.
- B. The Guild and the Academic Senate shall each have representation on the Budget Review Committee. That committee shall serve as the principal governance committee in providing faculty input into the budget development process for the District. The Guild and Academic Senate shall have representatives on any budget meeting involving faculty.

- C. Administrative Consultation: In any situation where there is a proposed Board policy change which has not been the subject of prior consultation with the Guild, or which has not been the subject of consideration by one of the committees which has a Guild appointed member, or which has not been the subject of consideration by the Academic Senate (including but not limited to the use of the College Governance Process), the Guild shall have the right, upon request, to meet and consult with administration prior to final adoption. At least two weeks shall be allowed for such consultation, except in emergency situations. It is understood that appearance of such a matter on a Board Agenda shall constitute notice to the Guild.
- D. It is agreed that prior to subcontracting any educational services, the District shall consult with the Guild as provided in this Article.
- E. It is agreed that compliance with this section shall be deemed to satisfy any statutory consultation obligations which the District may have.
- F. The Guild and Senate presidents or their designated representatives shall jointly meet with the President/Superintendent no less than two times each month for the purpose of consultation. Mini-Cabinet meetings would currently satisfy this requirement.

Section 14. Agency Shop

- A. The District and the Guild agree to continue the Agency Shop provision until Agency Shop is rescinded by a PERB-certified election.
- B. The District shall deduct from regular faculty paychecks and make the appropriate remittance to the Guild all dues and/or service fees in accordance with the following:
 - 1. The District shall continue to deduct Guild dues from members of the union in accordance with Article III, Section 8.
 - 2. The District shall deduct a service fee, designated by the Guild at least 45 days prior to start of the fall term, not to exceed the amount deducted for membership dues, from all faculty who are not members of the Guild, excepting only those designated in Article III, Section 14. (3) below.
 - 3. If faculty members employed by the college object on religious grounds, that they are members of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, then they will be allowed to make a monthly donation (payroll deducted) to any one of the three following nonreligious, charitable funds exempt from taxation under Section 501 (C)(3) of the IRS Code: (a) United Way of Los Angeles, (b) Glendale College Foundation, or (c) American Heart Association, pursuant to § 3546.3 of the Educational

Employment Relations Act. Bargaining unit members objecting to service fees on religious grounds shall sign an oath that they are practicing members of such a religious group and provide proof of membership to continue receiving this exemption.

4. All bargaining unit members shall, as a condition of initial and continued employment for the duration of this contract either (a) become a member of the Guild and pay membership dues as provided in Article III, Section 8, or (b) pay a service fee to the Guild as provided in Article III, Section 14, B, 2 or (c) if an objector on religious grounds to membership dues or service fees to employee organizations makes a charitable donation equal to the service fee as provided for in Article III, Section 14, B, 3. New bargaining unit members will be notified within 30 days of beginning work regarding the obligation of this provision and begin paying either membership dues, service fees or charitable donations as described above or their employment shall be terminated by the District.
5. The District shall not be liable to the AFT Guild by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. The AFT Guild agrees that it shall pay reasonable attorney fees, indemnify and hold harmless the District, its officers, employees and agents against any and all claims, demands, actions, or proceedings for any liability arising from compliance with this Article, or, in reliance on any list, notice, certification or authorization furnished under this Article. The AFT Guild, in addition, agrees it should refund to the District any sums paid to it in error.

Section 15. Guild Office Space

The District shall grant the Guild, office space on the main campus from which to carry out its normal operations. The size of the office space allotted shall be no less than that currently occupied (Administration Building 249) by the Guild, Academic Senate, CSEA, and Governance Office. It will be the obligation of the Guild to allow the Academic Senate, CSEA, and Governance offices to operate in that same space.

- A. The District shall continue to allow the Guild to use the duplicating facilities on campus at no charge. All political mailings are excluded from this agreement and shall be duplicated off campus at the Guild's expense.
- B. The District shall allow the Guild and Academic Senate to use the professional support of the full time governance coordinator assigned to the Governance Office.
- C. The Guild shall have access to the college's email system to contact faculty members, and the District also shall provide the Guild with a dedicated

listserv to facilitate internal Guild communication. The Administrative Regulation titled, *Using Information Technology Resources at Glendale Community College*, contains specific procedures and policies for the use of information technology resources at the college, including employee expectations of privacy. Electronic mail and computer services may be used to by faculty for incidental personal purposes, provided that such use is consistent with the Administrative Regulation titled, *Using Information Technology Resources at Glendale Community College* and does not interfere with the operation of the District's computer facilities.

Section 16. Right to Negotiate

The District shall not implement any changes in wages or other terms and conditions of employment (as defined in Government Code Section 3543.2) for Guild bargaining unit members, until said changes have been ratified by the Guild and approved by the Board of Trustees, or after all necessary steps in the impasse process (as described in Government code Section 3505.7) have occurred.

Section 17. Right to Documents

- A. In order for the Guild to discharge its legal duty to represent members of its bargaining unit against whom complaints have been made, the District shall provide the Guild with complete copies of all documents related to such complaints, although these documents may be partially redacted. Redactions shall not exceed the minimum that is legally necessary to protect the privacy rights of individuals.
- B. If the Guild requests copies of such documents and if the faculty member in question gives their permission for these copies to be given, then they shall be given to the Guild within 5 working days. In such a case, no interview of the accused faculty member shall occur until there has been adequate time for preparation after these documents have been provided, unless the faculty member consents to be interviewed at an earlier date.
- C. (1) At least two business days before he or she is placed on involuntary paid administrative leave (a temporary leave from a job assignment, with pay and benefits intact), each academic employee who is subject to allegation or allegations of misconduct shall be notified in writing of the general nature of the accusations of misconduct upon which the decision to place the employee on involuntary paid administrative leave is based.

(2) Within 90 days of placing an academic employee on involuntary paid administrative leave, the employer should complete its investigation of the accused misconduct and initiate disciplinary proceedings against, or reinstate, the employee.

D. The requirement in Section 17 C1 does not apply in the event of a serious risk of physical danger or other necessity arising from the specific allegations, in which case the employee may immediately be placed on involuntary paid administrative leave. However, in this case, the employee shall be provided with, at minimum, the general nature of the accusations made against him or her within five (5) business days of the employee being placed on involuntary paid administrative leave.

ARTICLE IV GRIEVANCE PROCEDURES

Section 1. General Provisions and Definitions

- A. A "grievance" is an allegation by a bargaining unit member that the District has violated an expressed provision of this Agreement and that by reason of such violation the grievant's rights have been adversely affected. All other matters and disputes of any nature are beyond the scope of these procedures. Also excluded from these procedures are those matters so indicated elsewhere in this Agreement. The Guild may itself be the grievant with respect to an alleged violation by the District of rights specifically granted to the Guild or a bargaining unit member in this Agreement. The Guild shall identify the affected party to enable the district to effectively research and respond to the grievance. If any group of bargaining unit members has the same grievance, one bargaining unit member may, with the written consent of the other group members, file a single consolidated grievance on behalf of all members of the group. The filing or dependency of a grievance shall not delay or interfere with implementation of any District action during the processing thereof.

- B. The grievant shall be entitled upon request to be accompanied and represented by a Guild representative at all grievance meetings beyond the informal level. Also, after the grievant and administrator have held their informal meeting, if they mutually desire to hold another informal meeting with a Guild representative present prior to filing a formal grievance, they may do so. In situations where the Guild has not been invited to represent the grievant, the District shall not agree to a final resolution of the grievance until the Guild has received a copy of the grievance and the proposed resolution, and has been given the opportunity to discuss the grievance with the District and to state its views on the matter.

- C. A "day," as used throughout this Article, is a day in which the District administrative offices are open for business. Any time limit affected by the Christmas holidays or Spring vacation shall be extended by five (5) days. Time limits herein may be lengthened or shortened in any particular case only by mutual written agreement, and the parties shall attempt in good faith to adjust time limit problems which occur beyond Level I as a result of the Summer recess.

Section 2. Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by means of an informal conference with his/her immediate administrator.

Section 3. Level I

After completing the informal level, if the grievant is not satisfied with the outcome of the informal level, and in no event later than sixty (60) days (see definition above) after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must submit such grievance in writing to the administrator who the grievant believes to be responsible for the grievance. The District may then refer the grievance to the administrator whom the District considers appropriate.

The written statement shall describe the grievance, including the specific provisions of this Agreement alleged to have been violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.

A conference shall be held upon request of either party, at which the administrator(s), the grievant and the grievant's representative, if any, are to discuss the matter. The administrator shall communicate a written decision to the bargaining unit member and Guild representative, if any, within ten (10) days after receiving the grievance and such action shall terminate Level I. The administrator shall state the reason(s) underlying the decision, either in writing or orally.

Section 4. Level II

In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision in writing to the Superintendent/President within ten (10) days after the termination of Level I.

This statement shall include a copy of the original grievance, the decision rendered at Level I, and a statement of the reasons for the appeal. A conference shall be held upon request of either party, at which the Superintendent/President, the grievant, and the grievant's representative, if any, are to discuss the matter.

The Superintendent/President shall communicate a written decision within fifteen (15) days after receiving the appeal and such a decision shall terminate Level II. In that decision the Superintendent/President shall state the reason(s) underlying the decision; however, failure to assert any particular defense(s) shall not constitute a waiver.

Section 5. Arbitration

A. Notice. Grievances which are not settled at Level II and which both the grievant and the Guild desire to contest further shall be submitted to arbitration as provided herein, but only if the Guild gives written notice to the District of its desire to arbitrate the grievance within fifteen (15) days after the termination of Level II. It is expressly understood that the only matters which

are subject to arbitration are grievances as defined above, which were processed and handled in accordance with the procedures of this Article. Processing and discussion of the merits of an alleged grievance by the District shall not constitute a waiver by the District of a defense that the dispute is not grievable.

- B. Selection of an Arbitrator. As soon as possible, and in any event not later than five (5) days after the District receives the written notice of the Guild's desire to arbitrate, the parties shall agree upon an arbitrator. If no agreement is reached within said five (5) days, the District shall obtain a minimum of five names from the California Mediation and Conciliation Service. The parties shall select from this list by alternate striking of names until one name remains.

The party who strikes the first name shall be determined by lot. The arbitrator selected shall, within five (5) days, notify the parties that she/he is available for hearing within sixty (60) calendar days. If he is not available, the parties shall proceed to select another arbitrator from the above list. If none is available, additional names may be added by mutual consent.

- C. Motion to Dismiss. If the District claims that the grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, or that the dispute has become moot, such a claim may, at the option of the District, be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance, with a suitable stay/continuance of not more than fifteen (15) days between such a ruling and any further proceedings which may be necessary. The District may also at its option, and without prejudice, have such a claim heard at the same hearing that the merits of the case are heard.

It is understood that the preceding paragraph is not intended to preclude either party, if it so desires, from seeking or otherwise obtaining a judicial ruling, pursuant to Code of Civil Procedure Sections 1280 et seq., as to the propriety of an actual or threatened arbitral exercise of jurisdiction or authority, or to compel arbitration.

- D. Limitations upon Arbitrator. The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of an expressed provision of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him/her by the respective parties in the presence of each other, and upon arguments presented in briefs. The parties may mutually agree to use expedited arbitration procedures.

This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same

manner as any other contract under the laws of the State of California. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The arbitrator shall therefore not have authority to decide any issue not submitted or to interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules for contract construction. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition, subtraction, or revision) of the express terms of this Agreement. The arbitrator shall have no power to render an award on any grievance occurring before or after the term of this Agreement.

The arbitrator may hear only one grievance at a time unless the parties expressly agree otherwise. However, both parties shall in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

- E. Arbitrator's Decision. The decision of the arbitrator as provided above shall be final and binding upon the District, the Guild and the grievant.

The Grievance and arbitration procedures described above are to be the Guild's and employees' sole and final remedy for any claimed breach by the District of this Agreement, unless specifically otherwise provided herein. The parties retain their rights to seek judicial review of an arbitration decision pursuant to applicable law.

- F. Expenses. All fees and expenses of the arbitrator and all transcript expenses shall be borne by the losing party as determined by the arbitrator. Each party shall bear the expense of the presentation of its own case, except for released time as provided below.
- G. Failure to Meet Time Limits. If the grievance is not processed by the grievant and/or the Guild in accordance with the time limits set forth in this Article, it shall not be subject to arbitration, and shall be considered settled on the basis of the decision last made by the District. If the District fails to respond to the grievance in a timely manner at any level, the running of its time limit shall be deemed a denial of the grievance and a termination of the level involved, and the grievant may proceed to the next step.

Section 6. Grievances Related to the Tenure Process

1. In the event a Due Process complaint and a grievance pertaining to a faculty member's tenure process are filed, the time frames associated with the grievance process shall be temporarily suspended until the Due Process panel has investigated the complaint and made its recommendation(s). If any proposed resolutions have come out of Level I to Level II of the grievance

process prior to this suspension, they shall be taken into account by the Due Process Panel.

2. Once the Due Process recommendations have been distributed, the faculty member has ten (10) working days from the postmark date on his or her certified mail copy to notify the district in writing whether or not the faculty member wishes to move forward with the grievance. If no such notification is made, the grievance is considered withdrawn. If such a notification is made, the recommendations of the Due Process panel shall supersede any proposed resolutions from Level I or Level II of the grievance process when the Due Process panel was initiated by the tenure candidate. If such a notification is made when the Due Process panel was initiated by someone other than the tenure candidate, the time frames associated with the existing grievance will re-start.

Section 7. Released Time

Grievance meetings shall be scheduled by the District at mutually convenient times and places. Normally such meetings shall be scheduled so that they shall not conflict with instructional and professional duties. However, when grievance meetings are scheduled so as to conflict with such duties, reasonable released time without loss of salary shall be provided to the grievant and her/his authorized Guild representative, if any, and to bargaining unit members while testifying at arbitration hearings. This constitutes reasonable periods of released time within the meaning of Government Code 3543.1(c).

Section 8. Grievance Files

The above-described grievance documents shall be maintained in a grievance file separate from the personnel files of the participants. Personnel files shall not refer to grievance documents except as necessary to implement an action resulting from the grievance procedure.

ARTICLE V WORK STOPPAGES

Section 1. Guild Responsibility

Apart from and in addition to existing legal restrictions upon work stoppages, the Guild hereby agrees that neither it nor its officers, agents, or representatives, or persons acting in concert with any of them, shall incite, encourage, participate in or condone any strike, sickout, walkout, slowdown, or other work stoppage of any nature whatsoever during the life of this Agreement for any cause or dispute whatsoever, without regard to whether the underlying dispute is subject to the grievance provisions of Article IV, or to PERB proceedings, or to any other proceedings. In the event of any such work stoppage or threat thereof, the Guild and its officers, agents, and representatives shall take all reasonable steps within their control to end it or discourage it.

Section 2. Employee Responsibility

Any employee who incites, encourages or participates in any such work stoppage (see Section 1), shall be subject to discipline to and including termination.

Section 3. District Responsibility

The District shall not engage in any lockout of employees during the life of this Agreement. A lockout is a refusal to permit employees to perform previously assigned work in an effort to force bargaining concessions from the Guild; it does not include matters such as layoffs, program curtailments, or emergency shutdowns.

ARTICLE VI HOURS

Section 1. Basic Hours

- A. All individual daily schedules (including office hours) shall be submitted to the appropriate Vice-President for approval. All faculty shall spend as much time as necessary, both on campus and off campus, to properly perform their instructional and professional duties, including but not limited to preparation and planning; professional reading; reviewing and evaluating students' work, and conferring with students, administration and staff. In addition, contract faculty shall spend as much time as necessary, both on campus and off campus, to perform professional duties including, but not limited to curriculum development, governance participation, and attending to department, division, college, and committee duties and meetings. In performing these duties, contract faculty may be obligated to be present on campus during a Monday, Tuesday, Wednesday, Thursday and/or Friday, regardless of whether their primary assignment is a 4-day schedule. Non-scheduled hours may be fulfilled off-campus.
- B. With the exception of on-line classes and Common Final exams, the official Final Exam Schedule for 13-week and 16-week classes shall place final exams on days of the week when the class in question normally meets. The official final exam schedule shall be published in the class schedule. Instructors may only reschedule final exams in their classes with prior approval from the appropriate vice president or designee.
- C. During their work year, each full-time faculty member in Student Services shall be on-duty for thirty-five (35) hours per week. Some of these on-duty hours may be performed off campus, with the approval of the Vice-President of Student Services or designee. Contract faculty in Student Services who are working less than full-time during their work year, shall have the amount of these on-duty hours reduced proportionally.
- D. Full-time employees are expected to devote themselves to their college duties on a full-time basis; accordingly, no full-time employee may engage in personal business activities or perform personal services for compensation during hours in which the employee would normally be expected to be occupied with his/her College responsibilities. No full-time employee shall work more than six (6) hours of hourly overload pay (Appendix B) assignments per week over any one semester (including intersessions), unless advance written approval is obtained from the appropriate vice-president. Authorization by the appropriate Vice-President to exceed this six (6) hour limit shall only be given after other eligible, and qualified contract employees have been offered and have refused the assignment. This language is not intended to apply to provisions of this contract related to extra pay for teaching large classes.

- E. Contract hours on Monday through Friday that are outside the traditional day schedule (8:00 a.m. - 4:30 p.m.) shall be assigned without consent only in the case of Institute Day, Commencement, Final Exams, and in those instances where enrollments in day classes do not meet minimum standards or evening hours have been advertised as part of the assignment on initial hire. Assignments to classes outside the Monday through Friday schedule shall be made only with the consent of the instructor.
- F. Faculty who are not division chairs or assistant chairs and do formal observations outside of this traditional day schedule, as part of the evaluation of another faculty member, shall be paid from the non-instructional salary schedule (B3) for one and one-half (1½) hours per observation with the approval of the appropriate Vice-President or designee.
- G. Faculty members serving on governance committees (with the exception of Budget, Campus Development, Campus Executive, Student Fees, and the Institutional Planning Coordination Committees) shall be paid from schedule B3 for all meeting hours that are not on a working day in their contract assignment. Said meetings shall not occur unless approved by the appropriate Vice-President.

In addition, faculty members serving on a classified manager or administrator hiring committee shall be paid from schedule B3 for all meeting hours that are not on a working day in their contract assignment if both of the following occur:

1. All faculty members have been selected within ten working days of request from the District.
2. There is less than six weeks from the closing date of the position to the end of the semester.

Section 2. Four Day Work Week

Faculty members may have the option of fulfilling their basic on-campus primary assignment in a four-day work week. No faculty member is guaranteed a four-day work-week.

A. Instructional Work Week

Instructional programs shall additionally meet the following guidelines:

1. All division chairs shall remain on a Monday through Friday work week.
2. Priority in assignments and specific days off shall be recommended by the Division Chair and approved by the Vice President of Instructional Services.

3. In the case of schedule conflicts, contract faculty maintaining a five-day schedule shall have priority in class assignments.
4. Program needs come first and take precedence over a flexible schedule.
5. The divisions shall develop an appeals procedure for disagreement between the Instructor and the Division that shall be coordinated by the Vice President of Instructional Services.
6. Employees shall be rotated into the four-day schedule based on but not limited to the following criteria:
 - a. Seniority (Length of Service at the College)
 - b. Length of time employees have been on the four-day schedule (those that have been on the longest get bumped first)

B. Non-Instructional Work Week

Non-Instructional programs shall additionally meet the following guidelines:

1. Priority in assignments and specific days off shall be recommended by the immediate supervisor and approved by the appropriate Vice-President. Serving the students and maintaining the integrity of the program is always the first priority. The schedule or service hours shall reflect this.
2. In case of schedule conflicts, no five-day contract faculty shall be required to modify their work week to accommodate the schedule of faculty who request a four-day work week.
3. Student Services shall develop an appeals procedure for disagreement about scheduling between the faculty and the organizational unit that shall be coordinated by the Vice President of Student Services.
4. Faculty shall be rotated into the four-day schedule based on but not limited to the following criteria:
 - a. Seniority (Length of Service at the College)
 - b. Length of time employees have been on the four-day schedule (those who have been on the longest get bumped first).
5. The Division Chair of Student Services shall maintain a Monday through Friday work week.

Section 3. Office Hours

A. Office Hours Full-Time Faculty

1. The District shall make available a secure personal storage space for faculty members. For adjunct faculty members, this may take the form of a locker or locked cabinet. For contract faculty members, this shall take the form of office space where each faculty member shall have their own desk and chair, their choice of one (1) Windows or Macintosh computer in accordance with the standards established by the Campus Wide Computer Coordinating Committee with Internet access, and their own telephone with voicemail.
2. Each full-time instructor shall maintain a minimum of five (5) hours (60 minutes) a week as office hours for student consultation distributed over at least 4 days, and that information shall be posted by the instructor on their office door, included on their course overview, submitted to their Division Chair(s), and made known to students in each class. Each instructor not teaching online or hybrid courses shall hold a minimum of 80% of their office hours on campus, while the remainder may be offered online. Each instructor teaching online or hybrid courses may hold online office hours in the same proportion as their online or hybrid classes to their teaching load. Office hours should be offered in blocks no shorter than thirty (30) minutes each. No more than two and a half (2.5) hours of office hours, either on campus or online, shall be scheduled on any given work day.

For online office hours, instructors shall communicate with their students synchronously. It is recommended that the faculty member send a notification to their students at the beginning and end of each office hour period held online.

B. College Hour

Contract faculty shall not be required to conduct office hours between 12:20 p.m. and 1:30 p.m. on Tuesdays and Thursday. Faculty may schedule office hours between 12:20 p.m. and 1:30 p.m. on Mondays and Wednesday if they do not have a committee obligation at that time. Contract instructional faculty may only be scheduled to teach between 12:20 p.m. and 1:30 p.m. on Mondays and Wednesday with prior authorization from the Vice President of Instructional Services. A similar authorization may be obtained from Student Services faculty from the appropriate Student Services administrator.

C. Adjunct Faculty Office Hours

1. Adjunct instructors will be responsible for holding a number of office hours per week equal to 5 times the percentage of full-time load that they are teaching.

2. All office hours are to be paid at the instructional rate of Appendix B1 Adjunct Hourly for semester classes. For credit instructors, office hour pay shall be determined by taking the schedule placement x (from Appendix B1) weekly office hours x 17.5 divided by 5 = monthly pay for office hours, whereas office hour pay for noncredit instructors shall be determined by taking the schedule placement x (from Appendix B1) weekly office hours x 15.5 divided by 5 = monthly pay for office hours. All adjunct faculty with a student office hour obligation will be required to post their office hours and meeting location(s) in their course overview or they may present this information to students in written form within seven days after the first day of instruction. Adjunct faculty who share an office on campus or have an office in an office suite must post their office hours outside the office door.
3. Adjunct faculty may hold their office hours in blocks of less than one hour. Adjunct instructors should offer office hours in blocks no shorter than (20) minutes when possible.
4. Adjunct faculty are not required to hold their office hour in an office. Office hours may be held in any reasonable on-campus location.
5. Adjunct faculty may hold all of their office hours online each week. For online office hours, instructors shall communicate with their students synchronously. It is recommended that the faculty member send a notification to their students at the beginning and end of each office hour period held online.
6. Adjunct faculty time blocks and locations shall be reviewed for contract compliance and approved by each division in a manner determined by the division.
7. Division offices shall keep available for public information the current scheduled conferencing times and locations for all adjunct faculty within the division.
8. Adjunct faculty may request of the appropriate division chair to waive their conferencing hour obligation for only one semester. The Office of the Vice-President of Instruction may grant any ongoing waiver suspending the conferencing hour(s) obligation for an adjunct faculty member. Evaluations of an adjunct instructor's performance will include documentation regarding compliance with holding scheduled conferencing times. The fact that an adjunct faculty member has requested or received a waiver of the conferencing time shall not be mentioned in any official evaluation. Credit adjunct faculty paid on Appendix B1 who are also classified employees of the District will be responsible for holding conferencing times outside their normally scheduled work assignments.
9. District administrative, classified management, and confidential employees will be paid on Appendix B2 and qualify for office hours if they teach as adjunct faculty.

Section 4. Teaching Loads

The normal basic teaching load for a full-time instructor is fifteen (15) lecture hours per week plus five (5) office hours (60-minute hour); however, there are many variations which are deemed to meet the fifteen (15) lecture hour standard load. The load value for online and hybrid courses shall be the same as for courses in traditional format. The faculty load for each discipline shall be:

SUBJECT	LOAD
Accounting	15
Administration of Justice	15
Adult Basic Secondary Education	24
Alcohol & Drug Abuse	15*
American Sign Language	15
Anthropology	15
Architecture	21
Art	16
Art History	15
Astronomy	15
Athletics	19
Aviation and Transportation	24
Biology	15
Business Administration	15
Business Computers Continuing Education	24**
Business Office Skills Continuing Education	24**
Computer Applications and Business Office Technologies	15
Chemistry	15
Child Development	15*
Computer Aided Manufacturing	21
Computer Integrated Manufacturing	21
Computer Science and Information Systems	15
Cooperative Education	21
Culinary Arts	18
Dance	16
Economics	15
Educational Media Technology	21
Electronics and Computer Technology	18

Emergency Medical Tech. - Ambulance or non-ambulance	24
Engineering	15
Engineering Support	21
Engineering Technology	21
English (Composition)	14
English (except Composition Courses)	15
English as a Second Language – Credit	15
English as a Second Language – Continuing Education	21**
Environmental Technology	15*
Ethnic Studies	15
Fire Technology	15
Foreign Language	15
Geography	15
Geology	15
Health	15*
Health Information Technology	15
History	15
Hotel and Restaurant Management	18
Humanities	14
Industrial Technology	21
Journalism	15*
Kinesiology	15
Library ***	15
Lifelong Learning Continuing Education	24**
Machine Technology	21
Mass Communications	15
Materials and Processes	21
Mathematics	15
Media Arts	18
Medical Office Assistant	15
Metallurgy and Metals	21
Music	15
Nursing Science	18
Nutrition	15
Oceanography	15

Paleontology	15
Parent Education – Continuing Education	24**
Philosophy	15
Photography	16
Physical Education	19
Physical Science	15
Physics	15
Political Science	15
Psychology	15
Quality Assurance and Quality Control	18
Real Estate	15
Social Science	15
Sociology	15
Speech Communications	15
Student Development	15
Technical Education	21
Theater Arts	15
Welding	21

* Lab lecture Hour Equivalent (LHE) is 2/3:1 Lab lecture hour

** Compressed Load

*** The load listed is to be used solely for the purpose of computing load percentages for adjunct counselors and librarians teaching credit courses.

The above-mentioned teaching loads are approximate rather than strict limitations, and they are intended to refer to an overall load during the full academic year. Since the student demand for courses normally varies from semester to semester, it is understood that the guidelines shall result in a heavier than normal schedule in one semester followed by a reduced schedule the following semester. If an employee was assigned to teach more or less than the normal load during any particular academic year, the College shall, by the end of the following academic year, adjust the instructor's work load accordingly. The period of time in which to make such an adjustment may be extended, in exceptional circumstances, at the discretion of the College.

For State Teachers' Retirement System reporting, the following standards will be established for annual base hours for part-time employees:

Classification Code	Base Hours
01 – Lab Instructor	700 hours
02 – Lecturer/General Instructor	700 hours

03 – Adult Education Instructor	910 hours
04 – Librarian	1,050 hours
05 – Counselor	1,050 hours

Section 5. Program Review

The accreditation process requires institutions to engage in program evaluation that ties into the allocation of resources. Glendale College through its Program Review process meets this accreditation standard. Program review requires the full cooperation of the faculty.

- A. Program Review is a professional responsibility of all full-time faculty and is covered by the faculty’s basic assignment hours as stated in Article VI, Section 1.
- B. Program review responsibilities for instructional faculty primarily rest with tenured faculty. If no tenured faculty is available or is unable due to other professional responsibilities, then the responsibility shall rest with non-tenured faculty.
- C. The District shall create a Program Review Committee to establish the plan and manage the process of program review.
- D. The District, on the annual request of the Program Review Committee, will appropriate funds to provide stipends to faculty engaged in Program Review. The Program Review Committee will establish guidelines for the allocation and use of such stipends.

Section 6. Released Time Assignments

The District and Guild agree to formally recognize the Glendale College Release Time/Extra Pay (RT/EP) Committee. The RT/EP Committee has the responsibility to review assignments that include duties beyond those normally required under the contract, and to make recommendations to the Campus Executive Committee. An RT/EP position shall be voluntary and shall not interfere with the employee’s non-released time contractual responsibilities. The evaluation of released time or extra pay duties is independent of the evaluations specified in the contract and relates only to the position specified. Changes in released time or extra pay assignments that are related to collective bargaining and covered in the contract are subject to negotiations, and will not be addressed by the RT/EP Committee.

A released time position is that percentage of the employee’s weekly assignment on campus.

The RT/EP Committee will publish on the campus web site by the second week of each semester a complete list of current non-contractual assignments, including the position, individual occupying and supervisor of the position, term an amount of released time and or stipend. Also published will be a current list of position openings.

Section 7. Stipends in Lieu of Released Time

For an assignment advertised as released time the released time by mutual agreement between the faculty member and the District may be exchanged for a comparable stipend. For full-time faculty, no more than 20% per semester of a released time assignment shall be eligible for this exchange. If an adjunct employee is selected for a released time assignment, the District shall pay that employee at the conversion rate of 10% annual released time equal to three hours weekly each semester at the non-instructional rate. Released time greater or less than 10% shall be proportionate. Selection of adjunct faculty for released time assignments shall be consistent with Title 5 regulations governing the employment of adjunct faculty.

The request for stipend form must be completed and signed by the faculty member and signed by the division chair and the appropriate administrator. The form must be submitted to Human Resources in the fall semester prior to the printing of the class schedule for a spring term and in the spring semester prior to the printing of the class schedule for a fall term. All stipends shall be paid at the end of the semester in which the work is performed.

Stipends awarded adjunct faculty to perform Ancillary Activities, as outlined in Article VIII, Salaries, Section 16 E, shall not be construed as contributing to the basic load of the Adjunct Faculty member receiving them.

Section 8. Special Duty Assignment

The District may choose to advertise instructional positions with special duty assignments, and these special assignments are not separable from the position under normal circumstances. These duties will be called "special duty assignments."

- A. A special duty assignment is one in which the employee is primarily hired to perform because of his/her special expertise. The special duty assignments cannot exceed 60% of the employee's normal assigned load.
- B. Special duty assignments must be mutually agreed to by the Guild and District. Basic instructional assignments such as a history instructor are not to be considered special duty assignments.
- C. Special duty assignments must be described in detail on any job announcement where a special duty assignment is required.
- D. The normal inseparability of these special duties from the job position must be described in the job announcement.
- E. A tenured employee holding a job with a special duty assignment may ask the District to remove the special duties from her/his position beginning the following academic year. The employee request may ask for either a

temporary or permanent removal of the special duty assignment. It is the District's sole prerogative to either grant or deny the request.

- F. The District will issue a written response granting or denying a request to change the special duty assignment within eight calendar weeks of the date the request was submitted to the Chief Human Resources Officer.
- G. District failure to respond in a timely fashion, as described in paragraph F above, will result in the employee being granted, by default, one year temporary release from the special duty assignment.
- H. Any employee refusing to continue to perform his/her special duty assignment without the approval of the District, shall have her/his contract salary reduced by an amount proportional to the special duty assignment and shall forfeit any stipend associated with the special duty assignment.
- I. Special duty assignments may not be added to any current employee's job position.
- J. Special duty assignments can only be created in a new contract hiring.

Section 9. Temporary Assignment

Faculty selected by the Study Abroad Committee and the Baja California Field Studies Program Committee to coordinate field activities for Study Abroad trips shall receive three units of release time (or equivalent) in order to resolve all student and logistical issues encountered on-site. The release time may be divided between two or more on-site faculty members with the mutual agreement of all involved parties. The three units (or equivalent) shall be awarded to the on-site coordinator(s) for either semester (Fall, Spring) or intersession (Summer, Winter) length classes not short (week-long) field trips.

For the following language, an on-site director is the director of a particular program taught away from the main campus. A Program Director is the director of one of the following college programs: the Study Abroad Program or the Baja California Field Studies Program.

1. On-site directors as outlined above shall be paid directorship units for their additional out of class duties involved in managing students, activities and the logistics of the program while away from GCC. Only continuous time away from GCC shall constitute the duration of the time to be compensated.
2. Courses offered through these programs shall fulfill the Carnegie unit requirements through a combination of on- and off-campus lectures and/or lab activities per the approved course outlines.
3. All programs must spend more than five continuous days away from GCC and must be approved by their respective Advisory Subcommittees or Academic Divisions, as well as the Academic Affairs Committee.

4. The total directorship units for a program shall be 1.0 unit for each of the first two calendar weeks away and the 0.5 for each subsequent week. After the first week, subsequent weeks will be rounded to the nearest whole number of weeks (3 or less days rounded down, 4 or more days is rounded up). The total directorship units shall not exceed five units of pay regardless of the length of continuous time away from GCC. Programs with five or fewer consecutive days shall receive no directorship units.
5. No directorship units shall be granted/paid to any participating instructors if the program is cancelled for any reason.
6. In the event that a Program Director is also the on-site director for a program offered during a compensated calendar period, he/she shall either forfeit his/her stipend for that period or agree to perform the Program Director responsibilities using any time combination before or after the program in which he/she serves as on-site director.
7. Program Directors of all college programs shall not receive directorship units for participating in a trip in the capacity of administrator or evaluator.
8. Adjunct faculty are eligible to assume the role of on-site directors for the Baja California Field Studies Program and the National Field Studies courses and will be compensated for directorship units according to the same pay structure as their per-unit short session compensation when approved by the program's Advisory Subcommittee or respective Academic Division. Adjunct faculty are not eligible to assume the role of on-site director for the Study Abroad Program. Directorship units and responsibilities may be shared by faculty within each program, by mutual agreement.
9. Minimum and maximum program size shall be agreed upon by the respective on-site directors, Program Directors and Administration at the time the program is approved by their respective Advisory Subcommittees or Academic Divisions, as well as the Academic Affairs Committee. The maximum size of programs may be exceeded only with the consent of the on-site directors participating in that particular program.

Section 10. Load Banking for Instructors

A contract instructor, with the recommendation of the division chairperson and approval of the Vice President of Instruction, who accepts a teaching overload of twenty (20) percent or less of her/his regular semester teaching assignment, may elect to "bank" those hours in lieu of additional compensation subject to the following provisions:

- A. Any hours in excess of this twenty (20) percent shall be compensated at the instructor's overload rate from Appendix B.
- B. The employee must inform the division chair of the hours designated to be banked prior to the beginning of the semester that they are earned.
- C. An employee who is banking/teaching in excess of ten (10) percent shall schedule an additional office hour per week that semester.

- D. Banked hours may be used to reduce an employee's workload an equivalent number of hours at the contract rate of pay. An employee who has banked a sufficient number of hours may use them to take off completely up to two (2) semesters in any three (3) year period at full pay and benefits. These semesters may be consecutive. An instructor may not accrue more banked hours than the equivalent of two times the instructor's load.
- E. An employee may receive compensation in excess of his/her regular salary for any combination of teaching and using banked hours (subject to subsection N.)
- F. An employee must notify the division chairperson and District of her/his intention to use banked hours by the due date of the first rollover schedule for that semester.
- G. If the utilization of banked hours would jeopardize the educational program in a discipline, the District may postpone an employee's using the banked hours for one semester.
- H. If two (2) or more employees from the same discipline desire to use banked hours and the District determines that not all can be accommodated, first priority shall be given to those employees who have not previously used banked hours. Further determination shall be based on seniority.
- I. Banked hours may be used in conjunction with a sabbatical leave. However, the compensation from such a combination shall not exceed the employee's regular salary. In addition, the duration of paid leave from such a combination shall not exceed one year.
- J. Health and welfare benefits and STRS contributions shall be the same as if the employee's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.
- K. An employee who reduces his/her workload by using banked hours shall have office hours and other such obligations reduced proportionately.
- L. In the event of an employee's resignation, termination, retirement, or death, the District shall reimburse the employee or her/his estate the current hourly rate of compensation for any unused banked hours.
- M. The District shall provide online access to the number of accumulated banked hours for all instructors.
- N. Banked hours may be earned and/or used during regular sessions and intersessions. Unbanked hours are paid at the overload rate during regular sessions and the intersession rate for intersessions. The maximum amount of hours that can be unbanked in an academic year is 9 units. In the case of a request to exceed 9 units, a designated panel consisting of a representative

from the Guild, CSEA and the Administration, who is not a direct supervisor, will convene to approve or deny the request.

- O. Banked hours shall not be transferred, lent, or assigned between employees.

Section 11. Load Banking for Counselors

A contract employee with the approval of the organizational unit manager and the division chair, who accepts a summer work overload of 35 or more hours, outside of the 190 contract days, may elect to bank 35 or more of those hours in lieu of additional compensation subject to the following provisions:

- A. The employee must designate the hours to be banked prior to the summer in which they will be earned.
- B. Any overload hours worked in excess of the hours designated in advance for banking shall be compensated at her/his current hourly pay rate or with compensatory time off.
- C. Banked hours will be used in minimum increments of 20% (7 hours) of a full time counseling semester assignment. The reduced hours must be used in a uniform and consistent manner for the length of the semester. No counselor may spend banked hours to take off more than two consecutive semesters of a full assignment.
- D. An employee must notify the District of his/her intention to spend banked time by the due date of the first rollover for the following semester. If utilization of banked time would jeopardize the program in the counselor's organizational unit, the District may postpone use for one semester.
- E. If two or more employees from the same Student Services organizational unit desire to spend banked hours and the district determines that not all requests can be accommodated, first priority shall be given to employees who have not previously used banked hours. Further determination will be based on seniority or the time may be divided by the mutual agreement among those applying.
- F. Banked Hours may be used in conjunction with a sabbatical leave. However, the compensation from such a combination shall not exceed the employee's regular salary. In addition, the duration of paid leave from such a combination shall not exceed one year.
- G. Health and welfare benefits and STRS contributions shall be the same as if the employee's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.

- H. In the event of an employee's resignation, retirement, or death, the District shall reimburse the employee or her/his estate at the current hourly rate of compensation for any unused banked hours.
- I. The District shall provide an annual statement of accumulated banked hours to all counselors who have participated. Banked hours are not interchangeable with compensatory time either in the manner in which they are earned or the manner in which they are spent.
- J. Banked hours may be earned and/or used during regular sessions and intersessions. Unbanked hours are paid at the overload rate during regular sessions and the intersession rate for intersessions.

Section 12. Load Banking for Library Faculty

A contract librarian, with the approval of the Division Chairperson, Dean, and the Vice President of Student Services, who accepts a weekly overload of twenty (20) percent (7 hours) or less of her/his regular weekly assignment for a semester, may elect to "bank" those hours in lieu of additional compensation subject to the following provisions:

- A. The employee must designate hours to be banked prior to the beginning of the term in which they will be earned.
- B. Any overload hours worked in excess of the hours designated in advance for banking shall be compensated at his/her current hourly rate or with compensatory time off.
- C. Banked hours will be used in minimum increments of 20% (7 hours) of a full time library assignment. The reduced assignment must be used in a uniform and consistent manner for the length of the term. No librarian shall accrue more than two semesters of banked hours.
- D. An employee must notify the District of his/her intention to spend banked time by the due date of the first rollover for the following semester. If utilization of banked time would jeopardize library services, the District may postpone use for up to two semesters.
- E. If two or more librarians desire to spend banked hours and the District determines that not all requests can be accommodated, first priority shall be given to employees who have not previously used banked hours. Further determination will be based on seniority or the time may be divided by the mutual agreement among those applying.
- F. Banked hours may be used in conjunction with a sabbatical leave. However, the compensation from such a combination shall not exceed the employee's

regular salary. In addition, the duration of paid leave from such a combination shall not exceed one year.

- G. Health and welfare benefits and STRS contributions shall be the same as if the employee's total assignment, including the banked hours, had been worked. Banked hours shall count toward retirement and shall be considered paid District service during the period that they are used.
- H. In the event of an employee's resignation, retirement, or death, the District shall reimburse the employee or her/his estate at the current hourly rate of compensation for any unused banked hours.
- I. The District shall provide an annual statement of accumulated banked hours to all library faculty who have participated.
- J. Banked hours may be earned and/or used during regular sessions and intersessions. Unbanked hours are paid at the overload rate during regular sessions and the intersession rate for intersessions.

Section 13. Load Banking Accrual

An employee may accrue an additional 9 units/equivalent hours-per-year. This shall allow faculty to bank a maximum of 20% of load (usually defined as 3 units/equivalent hours) during each of the Fall and Spring semesters, with the additional 3 units/equivalent hours banked during the short sessions. Faculty may bank up to the maximum 9 units/equivalent hours during the short sessions. Faculty shall be limited to 9 units/equivalent hours of banked time-per-year.

Section 14. Compensatory Hours for Counselors

Compensatory hours may be earned for counselors working hours above their contract at any time during the year when their services are requested by the District. These hours may be accumulated from year to year; however no more than 140 hours may be accumulated under the provision of this Agreement. This provision shall not apply to compensatory days earned prior to June 15, 1992 or summer in lieu days that have not as yet been taken off at the date of this Agreement. Such accumulated time will be considered "grand parented". Compensatory hours may be taken off during a work year in any increment of an hour or more with the prior approval of the Supervisor. The Supervisor will make every reasonable effort to allow for the usage of compensatory time off. The District is responsible for maintaining a record of each counselor's compensatory time account and provide each counselor with a yearly account of time earned, spent and carried over for accumulation.

Section 15. Compensatory Hours for Library Faculty

If the District requests a librarian to work additional hours beyond the work day, the librarian shall be entitled to either hourly pay or compensatory time off. Compensatory hours shall be limited to a maximum of 105 hours per year (3

weeks) and shall be taken off during the year earned or the subsequent year in any increment of an hour or more with the prior approval of the Supervisor. The Supervisor shall make every reasonable effort to allow for the usage of compensatory time off. The District is responsible for maintaining a record of each librarian's compensatory time account and providing each librarian with a yearly account of time earned, spent and carried over for accumulation.

The above provision shall not apply to compensatory hours earned prior to July 1, 2002; 112 of those hours (7 hours per week times 16 weeks) shall be converted into banked hours.

Section 16. Assignment Limitations

- A. No instructor shall be assigned more than two (2) consecutive lecture hours without his/her consent.
- B. No instructor shall be assigned a regular class schedule which on any one day spans more than seven (7) hours, with the exception of extended day assignments, situations where the employee consents to the extended schedule, or situations where there is no reasonable alternative within the existing staff.
- C. An instructor shall not at any one time be assigned classes requiring more than three (3) distinctly different preparations, except when the instructor consents or when there is no reasonable alternative to fill the full work load of full time instructors.
- D. Faculty members who have a portion of their regular teaching load in the evening shall have that condition reevaluated each semester.
- E. Faculty members shall not be assigned online or hybrid courses without their consent. Only faculty members who complete a training course, approved by Glendale Community College's Committee on Distance Education (CoDE) for online and hybrid courses, shall be offered such courses.
- F. A faculty member who creates a new course, or converts an existing course to online or hybrid shall maintain the right of first refusal to teach that course for four (4) consecutive primary semesters, provided that:
 - 1. there is adequate enrollment to offer the course and,
 - 2. the faculty member does not receive an unsatisfactory evaluation
 - 3. the faculty member has completed training approved by CoDE.
- G. No contract instructor shall be assigned distance education (fully online and/or hybrid) courses for more than 67% of his/her load.

Section 17. Credit by Examination

As many as three (3) "credit by examinations" may be administered by each employee each semester as part of the basic work assignment. A fee of \$10.35

per exam shall be paid for each examination administered above that limit. All such examinations are subject to administrative approval and control.

Section 18. Counselor, Librarian, and Nurse Attendance at Meetings

Each full-time counselor, librarian, and nurse shall, as part of his/her regular assignment, be permitted to attend all District-designated general faculty meetings.

Each full-time counselor, librarian, and nurse who is an elected member or proxy of the Academic Senate shall, as part of her/his regular assignment, be permitted to attend all regularly scheduled general Senate meetings. The above hours designated for the purpose of specified attendance at meetings shall be non-accumulative.

Section 19. Assignment Travel Time

Each employee shall be provided a reasonable time for the purpose of proceeding from one work location to another.

Section 20. Work Years

- A. The academic year shall be defined as that period between the 1st day of a fall semester and the last day of the following spring semester excluding any intersession term.
- B. No faculty members shall obtain regular classification with respect to employment in any intersession, and service in connection with such employment shall not be included in computing the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the district.
- C. Each contract counselor shall be on duty 190 days at 7 hours each day according to the Counselor's work year (Appendix C4). In addition, depending on need and available resources, each counselor may work, upon mutual agreement with the District, a block of 21 additional 7 hour days during the months of July and August. These days shall be reimbursed at a per diem rate of pay based on Appendix "A" annual 10-month salary capped at step 8, divided by 177.
- D. Each contract librarian shall be on duty for 35 hours per week during the primary semesters, fall and spring, which coincide with the instructional calendar. In addition, depending on need and available resources, they shall work 180 hours, at 65% of their monthly pay rate from Schedule A capped at Step 8, times 1.67. All librarians hired prior to July 1, 2002 shall be required to work the additional 180 hours. At least one (1) contract librarian shall be on duty during each short session. Each librarian may work, upon mutual agreement with the District and depending on need and resources, an

additional 144 hours block at 65% of their monthly pay rate from Schedule A (capped at Step 8) times 1.33.

- E. Each contract non-reading specialist shall be on duty for 35 hours per week during the primary semesters, fall and spring, which coincide with the instructional calendar. Their work during intersessions, if any, shall be paid per hour at 65% of their annual pay rate from schedule A (capped at Step 8) divided by 1085 (the number of their on-duty hours per instructional year).
- F. Each Division Chair shall work 201 days according to the Division Chair Calendar (Appendix D).

Section 21. Notification of Assignment and Reemployment Rights for Adjunct Faculty

- A. The “evaluation” completed for the purpose of reemployment rights is the evaluation cited in article IX of this agreement. The phrase “immediate supervisor” in this section shall refer to the division chair for instructional faculty and/or appropriate administrator for student services faculty.
- B. Beginning with the first regular semester after the approval of this agreement, Adjunct Faculty members, as defined and limited in the amount of their assignment by Education Code Section 87482.5, shall earn teaching/work points toward assignment preference for having completed a teaching/work assignment during a regular semester or short session. One teaching/work point shall be earned for one regular semester or short session. A maximum of two points maybe earned in a given academic year. An adjunct faculty member may earn two points by teaching two regular sessions or one regular session and one short session.
- C. New faculty will be evaluated in the first full regular semester of his/her employment. An adjunct faculty member receiving less than “exceeds standards” shall, upon his/her written request, be granted one additional evaluation during the regular six-semester cycle. However, a new faculty member receiving an “unsatisfactory” rating on their initial evaluation shall not necessarily be granted an additional evaluation. The additional evaluation shall not change the evaluation cycle itself, which begins with the first evaluation. Any rating of above or below “meets standards” may be reviewed by the appropriate vice president or designee. The decision of the vice president or designee is final. The District shall at all times retain the right to perform administrative evaluations on an as-needed basis, and to terminate adjunct faculty in accordance with Education Code Section 87665.
- D. An adjunct faculty member, after receiving seven (7) teaching/work points in a discipline and after having received “exceeds standards” in each of the two evaluations required in Section C above, shall have reemployment rights over adjunct faculty without reemployment rights in the same discipline. After earning ten (10) teaching/working points an adjunct faculty member who has received at least one “exceeds standards” evaluation and no lower than a

“meets standards” on their other evaluation(s) shall be placed on the reemployment rights list. After earning twenty (20) teaching/working points an adjunct faculty member who has received no lower than a “meets standards” on their evaluation(s) shall be placed on the reemployment rights list. This does not preclude making performance improvement recommendations for those who receive a “meets standards” evaluation. An adjunct faculty member who, through no fault of his/her own, has not been evaluated in a timely manner for two cycles, shall be temporarily placed on the reemployment rights list, pending an evaluation for the following semester. The adjunct faculty member retains his/her place on the list with a “meets standards” evaluation. In the event the adjunct faculty member receives lower than a “meets standards” evaluation, he/she shall be removed from the list until such time as the adjunct faculty member receives a “meets standards” or “exceeds standards” evaluation. The District shall notify individual adjunct faculty members when they have obtained reemployment rights, regardless of the mechanism by which they obtained those rights.

- E. An adjunct faculty member with reemployment rights in a discipline shall be offered no less than a previous assignment in that discipline for which he/she is qualified before any adjunct faculty member without reemployment rights. If an adjunct faculty is granted an assignment in excess of 67% for one or two semesters, the previous provision shall not apply. For the purposes of reemployment rights, a minimum assignment is a class, library workshop, or a semester-length non-instructional assignment of 3 hours per week. In addition, if assignments become available, the District will make a reasonable effort to offer adjunct faculty with reemployment rights additional assignments until the range of 60 to 67 percent of a full time equivalent load is reached.

The district shall consider the adjunct faculty member’s past assignments when developing a schedule. All reasonable effort will be made to accommodate adjunct faculty assignment requests regarding time(s), day(s), locations(s) and courses(s).

No adjunct faculty member shall have preference over a full time faculty member for a course that fills the load of the full time faculty member. For purposes of this article only, “qualified” shall mean approved in all of the following four criteria:

1. Meeting the Glendale Community College minimum qualifications for a particular discipline.
2. Possessing the equivalency for minimum qualifications as defined by the Academic Senate.
3. Possessing currency in the discipline as defined by the Academic Senate.
4. Having adequate preparation for the specific course or assignment through appropriate education or experience.

This determination is final and cannot be appealed or grieved.

By the end of the third week of each regular semester, the Division Chair shall post on the website potential courses to be offered the following semester. An adjunct faculty member may respond to this notification with verification of course(s) he/she is qualified to teach.

- F. In the event that there are an insufficient number of assignments in a given session to provide all adjuncts on the reemployment rights list with employment, the immediate supervisor shall implement a fair method of rotation.
- G. After 10 semesters of work for the District, an adjunct faculty member may opt not to work one semester without losing their reemployment rights, by giving notice to the District of their intention to exercise this option. During this semester, the adjunct faculty member shall continue to be eligible for the District's adjunct health insurance premium subsidy. This option may be exercised every 10 semesters.
- H. Whether or not they have reemployment rights, an adjunct faculty member who meets the following criteria:
 - 1. most recent evaluation is "meets or exceeds standards,"
 - 2. has worked for the District for at least one semester after the "meets" or "exceeds" standards evaluation, for a total of two semesters, and
 - 3. has taught for two of the last three semesters

Shall be notified by the District whether or not he/she has a class in the subsequent semester. This notification shall be made no less than 12 weeks before the first day of the subsequent semester. This notification is not designed to alter or change any elements of Article II – District Rights nor provide a guarantee for payment if a course has to be cancelled due to low enrollment or lack of funding.

- I. The division chair shall give notice to the employee in the case of loss of reemployment rights. Loss of reemployment rights shall not result from:
 - 1. a course being cancelled due to low enrollment or lack of funding;
 - 2. only accepting a portion of the assignment offered;;
 - 3. not being able to accept an assignment or fails to complete an assignment due to
 - a. a verifiable illness affecting them or immediate family as defined in this contract;
 - b. services as a fire fighter or search and rescue team member during a disaster;

- c. military duty;
 - d. the \$0 earnings limit for CalSTRS members during the first 180 days of retirement;
- 4. refusal to accept an assignment for reasons mutually agreed upon by the adjunct faculty member and his/her immediate supervisor;
- J. An adjunct faculty member's reemployment preference status shall cease if the member:
 - 1. declines a course or assignment for which they have already agreed to teach/work or fails to complete a course, other than for reasons listed in subsection H above;
 - 2. declines to accept a course or assignment from those available for which they are qualified to teach or perform if the course or assignment offered is at the same time and day as the original offer.
 - 3. receives a "needs to improve" or "unsatisfactory" on any evaluation. The adjunct may request an additional evaluation per Article IX, Section 10 of this agreement. Any subsequent "meets standard" evaluation shall place the adjunct faculty member on the reemployment rights list;
 - 4. is terminated by the District, pursuant to the provisions of the collective bargaining agreement.
- K. The District, working with division chairs, shall develop and/or update the Adjunct Reemployment Rights List for the current semester by the third week of the semester. The final reemployment rights list shall be provided to Division Chairs and the Guild President by the fifth week of the semester. An adjunct faculty member shall access his/her reemployment status through Oracle Self Service. Any discrepancies shall be submitted in writing to Human Resources within twenty (20) working days from the date the final list was disseminated.
- L. Nothing in this agreement should be construed as creating any form of seniority rights or expectation of preference for a contract position.
- M. The notification rights and reemployment rights established by this section shall not be construed as a reasonable assurance of reemployment.

Section 22. Intellectual Property Rights

- A. Purpose: The District and the Guild have a mutual interest in establishing an environment that fosters and encourages the creativity of individual faculty members. In accordance with that mutual goal the purpose of this Article is to identify the owners of the copyrights to certain works that may be created by

faculty members, and to identify the uses that may be made of those works by faculty members and the District.

B. Definitions, as used in this Article:

1. "Works" means any material that is eligible for copyright protection including (but not limited to) books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), fictional and non-fictional narratives, analyses (e.g., scientific, logical, opinion, criticism), works of art and design, photographs, films, video, and audio recordings, computer software, architectural and engineering drawings, and choreography.
2. "License" means permission to use a work. A "non-exclusive license" is one that gives permission to use a work while that same work may also be used by the party who gave the permission and by others to whom permission is also given.
3. When work is funded through grants from outside agencies, which require that the product of the grant activities be part of the public domain, then the faculty member who created these works is not entitled to an exclusive license to this work product. This is an exception to the general rule discussed above.

C. Works Covered

1. Types of works whose ownership and use are covered by this Article. This Article identifies the copyright ownership of works created by faculty members in connection with the courses they teach, or other duties they perform as faculty members, while they are employed by the District and in connection with their-employment; and it addresses the use of those works by faculty members and the District.
2. Types of works not covered by this Article, and consequences of not being covered. This Article does not cover all works created by faculty members, even if those works are in some sense related to their duties. For example, it does not cover works created primarily for purposes that are separate from a faculty member's teaching or other duties as a faculty member, such as: novels, even if written by faculty members who teach literature; business books, even if written by faculty members who teach business; art works, even if created by faculty members who teach art; or music, even if composed by faculty who teach music.

Also, this Article does not cover works created by faculty members for their own personal use that are not intended to be distributed to others, even if created in connection with their duties, such as a faculty member's personal lecture notes.

The copyrights to works that are not covered by this Article shall not be owned by the District under paragraph D.2.a. below, and the District is not authorized to use such works.

D. Copyright ownership

1. Ownership by faculty members:

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

2. Ownership by District:

The District will own the copyright to works under the following circumstances:

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

b. If the District has signed an agreement with the faculty member that contains the following clauses:

“Faculty member and District agree that the work identified below shall be a work made for hire whose copyright shall be owned by the District. If the work is not a ‘work made for hire’ as a matter of copyright law, then faculty member hereby assigns his or her copyright in the work to the District.”

“The work to which this agreement pertains is one that will be created by faculty member with substantial support from the District, or is a work that will be formally reviewed by the District and will become part of its curriculum, policies, or administrative or promotional literature. The work shall be identified by a title or description.”

c. Unless conditions described in 2 a) or 2 b) above are met, the faculty member is the copyright owner rather than the District. However, if the work is created with substantial support from the District, then the District will be allowed to use the work in courses or other forms of instruction offered by the College even if the copyright is retained by the faculty member. The District is allowed to use the work in courses or other forms of instruction offered by the college even in the event that the faculty member should leave the college for any reason. Substantial support is defined as assistance from College personnel including computer programming and web site design beyond that normally available to employees, or remuneration including sabbatical

leaves, released time, or extra pay. Use of telephone lines, computers, office supplies, or routine clerical and technical help shall not by itself constitute substantial support even if such resources are used by the faculty member to create materials copyrighted by the faculty member.

- d. The Guild agrees to meet with the District to establish procedures for timely reporting of released time and extra pay assignments.

E. Permitted uses when the copyright is owned by the District

1. Uses by District. Faculty members acknowledge that the District may use works whose copyrights the District owns in any and all ways it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District, subject only to the non-exclusive license of the faculty member who created the work to use it (in the manner set forth in paragraph D.2.b. above), without any further authorization from the faculty members who created those works.
2. Uses by faculty member. Faculty members shall have a non-exclusive license to use works they created, whose copyrights are owned by the District, in the following ways: (1) to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks); (2) to distribute such works (for example, to students in classes); (3) to perform such works (for example, in classroom teaching, by web casting, or by broadcasting); (4) to display such works (for example, over the web); and (5) to create derivative works (for example, companion materials or updated versions). Faculty members may do these things themselves, but may not authorize them to be done by others, unless they first obtain the written consent of the District.
3. Use of names of faculty members, District and Colleges

District's and College's use of faculty member's name. The District agrees that when it uses a work created by a faculty member (regardless of who owns the work's copyright), the District will identify the faculty member who created the work, for as long as the work continues to be used by the District.

If for any reason the District does not wish to identify the faculty member, the District may ask the faculty member for authorization not to do so; and the faculty member has the option but not the obligation to release the District from this obligation.

If for any reason, the faculty member does not wish his or her name to be used in this manner, the faculty member has the right to require the District not to identify him or her; and in such a case, the District agrees not to do so, or to stop doing so as soon as reasonably possible.

If the District fails to identify a faculty member under circumstances when it should have, or identifies a faculty member under circumstances when it should not have, the faculty member shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the District to recall and destroy all existing copies of works that fail to include or omit the faculty member's identification.

4. Faculty member's use of name of District or College. Faculty members agree that when they use works they have created (regardless of who owns the works' copyrights), those works will identify their creators' relationships with the District or College, for as long as they continue to be employed by the District. (For example, if a faculty member creates an online course that identifies the faculty member as its author, the faculty member's name shall be followed by the name of the College at which the faculty member teaches.)

If for any reason a faculty member does not wish to identify his or her relationship with the District or College, the faculty member may ask the District for authorization not to do so; and the District has the option but not the obligation to release the faculty member from this obligation.

If for any reason the District does not wish its name or the College's name to be used in this manner, the District has the right to require the faculty member not to identify his or her relationship with the District; and in such a case, the faculty member agrees not to do so, or to stop doing so as soon as reasonably possible.

If the faculty member fails to identify the District or College under circumstances when he or she should have, or identifies the District or College under circumstances when he or she should not have, the District shall be entitled only to a reasonable remedy that takes into account the seriousness of the violation, and will not automatically be entitled in all cases to a remedy that requires the faculty member to recall and destroy all existing copies of works that fail to include or omit the District's or College's identification.

F. Responsibilities

1. Registration of copyright. It shall be the responsibility of the party who owns the copyright to each work to register that copyright with the United States Copyright Office.
2. Acquiring and paying for necessary rights from third parties. If the creation or use of a work requires rights to be acquired from third parties, such rights shall be acquired and paid for by the party (i.e., the faculty member or the District) who owns the copyright to that work.

3. Determining and documenting copyright ownership when two or more faculty members create and own the copyright to a work. If a work whose copyright would be owned by a faculty member (rather than by the District) is created by two or more faculty members, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of any consequences of their failure to make or document an agreement concerning the manner in which they share ownership of the copyright to such a work.
- G. Authorization of individual agreements the terms of which differ from those described above. Faculty members and the District may, if they wish, enter into individual agreements with one another concerning copyright ownership and usage rights to specific works, the terms of which differ from those set forth above. The terms of any such individual agreement will supersede the terms of this Article, once such an agreement is signed by the faculty member and an authorized representative of the District. Any such agreement will be provided to the Guild.
- H. Dispute resolution. Disputes between faculty members and the District concerning this Article shall be resolved pursuant to the grievance procedures contained in this contract.

Section 23. Flex Hours

1. Every academic year faculty shall engage in activities aimed at professional development for a specified number of “flex” hours as part of their regular assignment.
 - a. Each contract faculty member assigned a full workload, with no release time or leave, shall be responsible for 15 “flex” hours-per-semester worked.
 - b. Each contract faculty member assigned less than a full workload, or granted release time or leave, shall be responsible for a pro-rated amount of 15 “flex” hours-per-semester worked.
 - c. Each adjunct faculty member shall be responsible for “flex” hours that amount to half the number of worked hours (not including office hours) in their regular weekly assignment for that semester. Adjunct faculty are responsible for completing “flex” hours for every semester worked.
2. Flex activity shall not overlap with any accountable hours during the regular school term or special assignment for which the faculty member is regularly compensated. An employee may obtain flex credit for on-campus presentation and/or staff development workshops provided these activities are in addition to his or her on-campus work obligations.

3. The procedures for approval of flex hours are delineated in the Flex Manual. The Staff Development Committee shall form a separate committee of faculty known as the Flex Committee tasked with the review of Flex Completion Forms.
4. Every academic year, each faculty member shall submit a Flex Completion Form to the Office of Staff Development by May 15th of that same academic year of the year. The Flex Completion Form shall then be reviewed by the Flex Committee. The Flex Completion Form shall indicate which types of qualifying activities the faculty member already completed, the number of hours for each “flex” activity, and verification of these claims. The Flex Completion Form shall also indicate any planned flex activities to be completed and verified between May 15th and June 30th. A minimum of 50% of the hours submitted by contract faculty must be directly related to the faculty member’s assigned work areas.
5. By May 25th, each faculty member for whom the Office of Staff Development did not receive a Flex Completion Form on or before the May 15 deadline shall be notified and given until June 30th to submit their completed form to the Office of Staff Development. However, Flex Completion Forms submitted between May 15 and June 30 may not be modified or amended to address any shortcomings identified during the Flex Committee review. Those faculty members who do not submit their completed flex forms by June 30th will be considered to have not fulfilled their flex obligation hours.
6. By June 15th each faculty member that submitted a Flex Completion Form by the May 15th deadline shall receive notification from the Flex Committee only if additional work or verification (includes planned flex activities) is required. Each of these faculty members shall be provided an opportunity to address and submit verification for any identified shortcomings until June 30th of that year. However, faculty members submitting these late verification materials forego the opportunity for the Flex Committee to immediately verify the completion of activities. Therefore, verification of Flex activities occurring between May 15th and June 30th may not occur until the Flex Committee next meets in September. Additional activities and verifications will not be accepted after June 30th. For those faculty members who submitted their Flex Completion Form by the May 15th deadline and received a notification from the Flex Committee by June 15th, the flex obligation shall be deemed complete for that academic year.
7. The Flex Committee shall review all late verifications forms and inform the faculty member of their Flex status by September 30 of the new academic year. If, in the opinion of the Flex Committee, a faculty member has not submitted verification of having completed qualifying “flex” activities for their required number of hours, the District may commence the process leading to the deduction of a pro-rated amount of one week of that faculty member’s salary.

8. Amounts needing to be repaid by faculty not successfully fulfilling their flex obligation shall be deducted on the faculty member's next available pay check. In the event the faculty member is not returning to work, the deduction may be made on any outstanding obligation to the faculty member, including but not limited to load bank pay, compensatory time pay or district retiree benefits.

Section 24. Temporary Contract Hiring Process

When a temporary contract faculty position is approved for hire, the Division or Unit head shall contact Human Resources to advertise the position. They shall work with Human Resources to update the job announcement and develop a timeline for the hiring process. The temporary Contract Hiring process shall follow the hiring committee procedures as outlined in the Administrative Regulation 4110.1. Hiring Procedures for Adjunct Faculty.

Section 25. Faculty Advisors for Internship 050

For information on Faculty Advisors, please refer to Article VIII, Salaries, Section 18 Extra Assignments.

**ARTICLE VII
LEAVES OF ABSENCE**

Section 1. Types of leaves

The District provides a variety of leaves for faculty. Some leaves are related to conditions/circumstances that are unavoidable and are guaranteed by federal or state law; these leaves are referred to as **non-discretionary leaves**. Other leaves are provided to ensure faculty growth, development, and job guarantee; these are **discretionary leaves**. The approval of discretionary leaves is subject to:

1. eligibility criteria and/or
2. leave/time availability and/or
3. program integrity

Each discretionary leave has specific procedures to follow in order for the leave to be approved.

Non-Discretionary Leaves	Discretionary Leaves
Sick and Personal Necessity Leave (Section 4A)	Catastrophic Illness/Injury Leave (Section 5A)
Paid Health Leave (Section 4B)	Sabbatical Leave (Section 5B)
Pregnancy, Maternity Disability Leaves (Section 4C)	Faculty Enhancement Leave (Section 5C)
Industrial Injury or Illness Leave (Section 4D)	Vacation (Section 5D)
Family and Medical Leave (Section 4E)	Pre-Retirement Reduced Workload Leave (Section 5E)
Bereavement Leave (Section 4F)	Personal Leave: Temporary Reduction in Assignment (Section 5F)
Military Leave (Section 4G)	Unpaid Health Leave (Section 5G)
Jury Duty and Witness Leave (Section 4H)	Unpaid Home Responsibility Leave (Section 5H)
Parental Leave (Section 4)	Unpaid Personal Growth and Development Leave (Section 5I)

Section 2. Notification for Leaves of Absence

Each leave has a notification process stated in the body of this article. It is the faculty member's responsibility to follow the application/notification process unless the faculty member is incapable of doing so for health reasons. The faculty member shall be placed on a health leave in accordance with the Family and Medical Leave Act and/or the California Family Rights Act for absences extending beyond ten (10) working days.

Section 3. Earning and Deduction of Sick/Personal Necessity Leaves

A. Sick/Personal Necessity Leave Earned:

1. Full-Time Faculty:

- a. As per Education Code Section 87781, all full-time faculty shall earn a minimum of 10 days of sick/personal necessity leave on an academic year basis. Although the system for deducting sick/personal necessity leave hours must provide for at least 10 days per academic year, for internal accounting purposes, counselors shall be allotted 70 hours of sick leave per year and other faculty members shall be allotted 60 hours of such leave per year.

Eleven (11) month faculty shall earn eleven (11) days per fiscal year, and twelve (12) month faculty shall earn twelve (12) days per fiscal year.

- b. In addition to the above days earned during each academic year, instructional full-time faculty assigned to a short session shall receive one (1) hour of sick/personal necessity leave for each eighteen (18) hours of teaching assignment. Non-instructional faculty shall earn one (1) hour of sick leave for each eighteen (18) hours worked during short sessions. The unused hours shall be added to the faculty member's accumulated sick/personal necessity leave balance.
- c. Full-time faculty taking on an overload assignment during the academic year (Fall and Spring) shall earn additional sick/personal necessity leave based on the same formula as in the short session. This additional sick/ personal necessity leave is only applicable to those hours for which the faculty receives overload pay. Hours worked for the purpose of banking do not earn sick/personal necessity leave at the time when the work is done.
- d. A maximum of six (6) full days (or proportionate number of hours for less than full time) of the faculty member's sick leave time shall be granted each academic year for Personal Necessity Leave. Personal Necessity Leave days are not accumulated from year to year.

See Section 4A.II for details.

2. Adjunct Faculty:

Adjunct Faculty shall receive one (1) hour of sick/personal necessity leave for each eighteen (18) hours of teaching/assignment during the academic year, including short sessions. Adjunct faculty may use up to 70% of their semester earning of sick time for the purposes of personal necessity. Personal Necessity days are not accumulated from year to year.

B. Unused Sick Leave Accumulation:

1. Full time faculty members may access an updated statement of their accumulated sick/personal necessity leave through the ORACLE Self-serve Computer System at any time. Adjunct faculty members' earned semester sick/personal necessity leave is only updated once per year in the month of June.
2. All faculty members may accumulate unused sick leave, without limit. At the beginning of each fiscal year, the full-time faculty member's sick leave accumulation shall be increased by the number of days or hours of paid sick leave that he/she would normally earn in the ensuing fiscal year. Adjunct faculty members' sick time earnings are added at the end of each semester.
3. Faculty members are responsible for how their unused sick leave affects their retirement service credit.
4. Faculty members are responsible for any transfer of unused sick time to or from another district upon changing employers.

C. Deduction of Time for Sick/Personal Necessity Leave:

1. Full-time Faculty

a. Instructional Faculty other than Librarians

Instructional faculty shall have one hour deducted from their accumulated sick/personal necessity leave, for each hour of absence from scheduled work. In addition, one hour shall be deducted for each day of absence to account for office hours, regardless of how many office hours are actually scheduled on the day of absence

b. Counselors, Librarians, and Specialists

Counselors, librarians, and specialists shall be deducted one hour of sick time or personal necessity time for each hour of absence up to a maximum of six hours per day for librarians and specialists and seven hours a day for counselors.

2. Adjunct Faculty

Adjunct instructional and non-instructional faculty shall be deducted one hour of sick time or personal necessity time for each hour of absence, including office hours.

During short sessions sick time shall be deducted one hour for every hour of work missed.

Section 4. Non-Discretionary Leaves

A. Sick and Personal Necessity Leave

Faculty shall be granted Sick and Personal Necessity Leaves, with pay, within the following provisions:

1. Sick Leave may be used for the following:

a. Personal Illness or Injury

- i. Sick leave may be used when a faculty member is absent for illness or injury. When a faculty member's sick leave extends beyond ten (10) days he/she shall be required to provide a doctor's certification to return to work. If the faculty member's absence extends beyond ten (10) days, he/she may be granted a Paid Health Leave (cf. Section 4B) until his/her accumulated sick time is exhausted, after which time the employee shall be entitled to a maximum of one hundred (100) days of 50% pay per fiscal year for any one illness or disability. Additionally, the faculty member may be placed on FMLA (Family and Medical Leave Act) leave if eligible (see Section 4E). This leave shall run concurrently with the Paid Health Leave. FMLA may extend beyond the faculty member's accumulated sick leave for up to twelve (12) weeks. The one hundred (100) days of 50% pay may only be used in the Fall and Spring Semesters, not for overload or short sessions.

In addition to the above, Catastrophic Illness/Injury leave may be available for all eligible contract faculty. See Section 5A for details.

Non-Instructional faculty and Division Chairs who have a regular assignment are eligible for the one-hundred (100) days of 50% pay only during their regular assignment and not for overload or compensation time.

- ii. The District reserves the right to have the faculty report to the district physician for a fitness for duty certification based on job description. Any faculty on restriction or limitation after a leave shall provide the District with a written verification of the restrictions/limitations from a licensed physician.
- iii. The District shall reasonably accommodate the faculty member's impairment as outlined in the Americans with Disabilities Act (ADA).
- iv. A faculty member who fails to return to service following illness must refund to the District all amounts paid for unearned sick leave.
- v. No payment or time off shall be allowed for unused accumulated sick leave.
- vi. Long-term Non-contract Substitutes shall have the option to request sick leave when absent due to illness.

b. Family Medical Leave:

The faculty member may use up to twelve (12) weeks of paid sick leave concurrent with qualified Family Medical Leave (Section 4E).

Qualified Family and Medical Leave include:

- i. Personal illness/injury
- ii. The birth of a child, placement of a child with the faculty member for adoption or foster care, guardianship, and dependent adults.
- iii. The care of the faculty member's spouse, domestic partner, son or daughter, or parent, or dependent who has a serious health condition.

The one hundred (100) days of 50% pay does not apply to Family Medical Leave for the care of the faculty member's spouse, domestic partner, son or daughter, or parent, or dependent who has a serious health condition.

Once all available sick leave is exhausted, the twelve workweeks of 50% pay applies to parental leave taken during a term when a faculty member is scheduled to work, for the reason of a birth of a child of an adjunct or contract faculty member or the placement of a child in connection with the adoption or foster care of the child.

Adjunct faculty or contract faculty members with an assignment of less than one-hundred (100) percent, shall qualify for a leave proportional to their current semester assignment.

c. Family Illness:

If a family member of a faculty member is ill or injured, the faculty member may

- i. Use personal necessity leave as specified in Section 4A2 for paid leave and
- ii. Use up to twelve (12) weeks of Family and Medical Leave for the following conditions
 - a) To care for the faculty member's child after birth, or placement of a child for adoption or foster care or placement of an adult for guardianship.
 - b) To care for the faculty's spouse, domestic partner, child or step child, or parent, or dependent who has a serious health condition;

2. Personal Necessity Leave:

A maximum of six (6) full days (or proportionate number of hours for less than full time) of the faculty member's sick leave time shall be granted each fiscal year for Personal Necessity Leave within the following provisions:

- a. Death of a member of immediate family, if Bereavement Leave (see Section 4F) is exhausted.
- b. Accident involving the faculty member's person or property, or the person or property of a member of the employee's immediate family. Such accident must be serious in nature, involve circumstances the faculty member cannot reasonably be expected to disregard, and require the attention of the faculty during the member's assigned hours of service.
- c. Appearance of the faculty member in court as a litigant. The faculty member must return to work in cases where it is not necessary to be absent the entire day.
- d. An appearance of the faculty member as a witness under an official governmental order for which salary is not allowed under this Section, provided that each date of necessary attendance under such order, other than the date specified in a subpoena, shall be certified by the Clerk or other authorized officer of a court or other governmental jurisdictions; in any case in which a witness' fee is payable, such fee shall be collected by the faculty member and remitted to the District Business Office; and the faculty member must return to work in cases where it is not necessary to be absent the entire day.
- e. A serious illness of the faculty member's immediate family, which under the circumstances the faculty member cannot reasonably be expected to disregard and which requires the attention of the faculty member during assigned hours of service. Upon exhaustion of the faculty member's Personal Necessity Leave, the faculty member may use Sick Leave for this purpose. (Immediate family will include dependent children, spouse or domestic partner, elderly parents or grandparents.
- f. The birth of a child making it necessary for a faculty member who is a parent of the child to be absent from his/her position during assigned hours of service.
- g. Imminent danger to the home of a faculty member, occasioned by a factor such as flood or fire, which under the circumstances the faculty member cannot reasonably be expected to disregard and which requires the attention of the faculty member during assigned hours of service.
- h. Any other significant event of personal necessity to the faculty member, which does not disrupt the normal operation of the District and which, in the faculty member's reasonable judgment, cannot reasonably be disregarded. This personal necessity provision (h) shall not be used during a labor dispute.
- i. The faculty member using Personal Necessity Leave under this Section affirms that the circumstances that necessitated the leave qualify under the terms of this section.

B. Paid Health Leave

Faculty may be placed on, or granted, a paid health leave for personal illness or injury. The faculty member or designee shall notify Human Resources of the need for a health leave extending beyond ten (10) working days. The request for health leave may be retroactive if the faculty member's illness extends beyond ten (10) working days.

A paid health leave may be granted under the following provisions and upon approval by the Board of Trustees:

1. Placement on Health Leave: A faculty member, who is approved for a paid Health Leave, shall be placed on a Health Leave when the faculty member's sick leave extends beyond ten (10) days. Faculty may use their entire accumulated sick time while on a paid Health Leave.
 - a. If the faculty member is too ill to contact Human Resources, the faculty member's designee shall contact Human Resources.
 - b. A faculty member who has insufficient accumulated sick time to cover his/her health leave must explore other options (i.e., one hundred days of 50% sick time, catastrophic illness time) to remain on a paid health leave.
 - c. A faculty member whose illness is expected to exceed ten (10) working days shall contact Human Resources to be placed on a partial paid health leave provided that the faculty member has sufficient accumulated sick time.
 - d. Faculty may use their entire accumulated paid sick time while on a paid Health Leave.
2. The first twelve (12) weeks of any Health Leave shall run concurrently with the Family Medical Leave/California Family Rights Act in accordance with the California Family Rights Act and Federal Family Medical Leave Act (Section 4E).
3. Compensation: Upon request, a faculty member granted full-time Health Leave shall be entitled to receive regular sick pay to the extent of his/her accumulated available sick leave (see Section 3 above), and while remaining on paid status shall receive Health and Welfare Benefits as provided in this Agreement. A Health Leave granted for less than full-time shall not entitle the faculty member to be paid for time not worked.
4. District Disability—District employees are not eligible for disability payments from the state of California's Employment Development Department, but shall receive up to one hundred (100) days at 50% pay after exhausting their accumulated paid time for any one illness or injury.
 - a. Instructional faculty may use the one-hundred (100) days of 50% pay only in the Fall and Spring Semesters, not for overload or short sessions. The one-hundred (100) days of 50% pay may only be used

in the Fall and Spring semesters and is not available for overload or short sessions.

- b. Non-Instructional faculty and Division Chairs who have a regular assignment are eligible for the one-hundred (100) days of 50% pay only during his/her regular assignment and not for overload or compensation time.
- c. The one-hundred (100) days of 50% pay shall not be combined with any other paid leave (with the exception of approved Catastrophic Illness/Injury leave).
- d. These one-hundred (100) days of 50% pay are re-set to 100 days of 50% pay beginning each July 1st.

C. Pregnancy, Maternity Disability, Bonding Leaves

- 1. A pregnant faculty member, who is able to perform the full duties and responsibilities of her position, shall continue to work until:
 - a. She chooses to take an unpaid leave of absence (without disability) prior to the actual period of disability. This leave does not require a physician's certification; or
 - b. She and her physician determine that she must be absent due to pregnancy disability or delivery. This does require a physician's certification and may constitute a paid health leave if the faculty member has accumulated sick leave.

- 2. Pregnancy Disability Leave: During that period of time in which the faculty member is physically disabled and unable to perform her regular duties due to pregnancy-related disability, the faculty member shall be permitted to utilize her accrued sick leave pursuant to Section 3 of this Article.

The faculty member must supply to the District her physician's certification as to the beginning and ending dates of actual pregnancy-related disability for which sick leave is claimed, and her physician's release to return of active duty.

Note: District employees are not eligible for disability payments from the State of California's Employment Development Department.

- 3. Additional Leaves

In addition to the unpaid pre-childbirth and the disability leaves described above, once all available sick leave is exhausted, an adjunct or contract faculty member is entitled to 12 workweeks at 50% pay for the reason of the birth of a child, or the placement of a child with an adjunct or contract faculty member in connection with the adoption or foster care of the child for bonding with a new child under FMLA/CFRA (see section 4E). In addition, the faculty member may request up to two years of unpaid leave under the Home Responsibility Leave provision (see section 5H)

D. Industrial Injury or Illness Leave

Faculty shall be granted Industrial Injury/Illness Leave, with pay, within the following provisions:

1. Personal Physician-If a faculty member wishes to be treated by a personal physician(s) or medical facility selected pursuant to Labor Code 4600, the faculty member shall notify the District in writing (*See Appendix G*), and shall advise the District of the name and addresses of such personal physician(s) or medical facility, prior to the onset of any work related injury or illness.
2. A faculty member shall be granted Industrial Injury/Illness Leave, with pay, within the following provisions:
 - a. A faculty member who is absent from duty because of a verified and reported industrial injury or illness resulting from his/her assignments, and qualifying under the provisions of the Workers' Compensation Insurance Law, shall be compensated at the same rate he/she would have received had he/she worked, from the first day of absence to and including the last day of absence not to exceed sixty (60) workdays, for each illness or injury.
 - b. Allowable leave under this section shall not be accumulative from year to year.
 - c. If a faculty member exhausts his/her Workers' Compensation Industrial Leave benefits, he/she is eligible for paid sick leave benefits, provided they have accumulated sick time available.
 - d. Light Duty – Consistent with the Americans' with Disabilities Act, upon mutual agreement between the District and the faculty, a faculty member may return to work with restricted or "light" duties with a licensed physician's release for light duty.

E. Family Medical and Parental Leave

The District shall comply with the Family and Medical Leave Act (FMLA) of 1993 and the California Family Rights Act (CFRA) to provide up to twelve (12) weeks of job protected leave to eligible faculty for certain family and medical reasons during any fiscal year.

1. These 12 weeks of job protection or a portion of the 12 weeks may be paid if the faculty member has accumulated paid sick leave described in Section 3 of this article.
2. The FMLA may be paid if the leave meets the conditions of Section 2 of this article as well as the eligibility requirement of FMLA and the faculty member had sufficient accumulated paid sick leave.
3. If eligible faculty exhausts all available sick leave, including all accumulated sick leave, and the faculty member continues to be absent

from his or her duties on account of a qualified parental leave, faculty shall be compensated at no less than 50 percent of the employee's regular salary for the remaining portion of the 12-workweek period of parental leave. "Parental leave" is defined as leave for reason of the birth of a child of the faculty member, or the placement of a child with an employee in connection with the adoption or foster care of the child by the faculty member.

Eligible Faculty receive one 12-workweek period of parental leave in any 12-month period. "12 workweeks" is defined as the equivalent of 12 of the faculty member's normally scheduled workweeks. If, for example, the faculty member is assigned to a class that meets three days per week, then the faculty member would be entitled to 12 3-day workweeks of parental leave.

Faculty must have been employed by the District for the previous 12 months to qualify. The District will use the date of the employee's initial assignment with the District to determine whether an employee has met the 12 months of employment requirement.

Parental leave shall run concurrently with any other parental leave taken pursuant to CFRA or the Family Medical Leave Act (FMLA). The aggregate amount of parental leave taken pursuant to this section, the FMLA and the CFRA shall not exceed 12 workweeks in a 12-month period.

4. FMLA -Military Family Leave
 - a. Qualifying Exigency for Military Family Leave. Eligible employees whose spouse, children or parents have been called to active duty are entitled to a maximum of 12 weeks of leave because of "any qualifying exigency" arising out of that circumstance. The following examples qualify for FMLA leave under this provision: where the spouse of a deployed service member is managing childcare issues caused by the deployment, a family member is escorting the service member being deployed to the place of departure, the spouse is attending deployment briefings, etc.
 - b. Military Caregiver Leave: Eligible employees who are spouses, children, parents or next of kin, are entitled to take up to 26 weeks of leave in a single 12-month period to care for a family member, for a serious injury or illness of a covered service member. The service member must be a member of the Regular Armed Forces, the National Guard, or the Reserves and undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list. Although the entitlement is in addition to leave otherwise permitted under FMLA, an

employee's combined total annual FMLA leave entitlement cannot exceed 26 weeks.

5. Conditions: The following leave conditions are addressed:
 - a. To care for the faculty member's child after birth, or placement of a child for adoption, foster care, or guardianship.
 - b. To care for a legally dependent adult.
 - c. To care for the faculty's spouse, domestic partner, son or daughter, parent, or dependent who has a serious health condition;
 - d. For a serious health condition that makes the faculty member unable to perform his/her job.
6. Exercise of these family leave provisions shall be subject to the following:
 - a. Health benefits shall continue as though the faculty member were in paid status for the first twelve (12) weeks of such leave.
 - b. Such leave for a serious health condition of the faculty member shall run concurrently with similar paid and unpaid leave that are a part of this Agreement.
 - c. Vacation and illness leave may be utilized during family leave, for 1 and 2 above at the option of the faculty member.
 - d. The leave shall not constitute a break in service for longevity, seniority, or health benefits upon retirement. A faculty member returning from leave shall return with no less seniority than he/she had when the leave commenced.
 - e. A serious health condition is an illness, injury, impairment, or mental condition that involves either inpatient care or continuing treatment as defined by the Family Medical Leave Act.
 - f. This leave may be utilized in increments less than a consecutive twelve (12) week period.
7. A faculty member on an approved leave of absence for purposes other than personal illness may use a combination of personal necessity, banked, and compensatory time to extend his/her leave until the end of the semester, and shall be on paid status for the additional days beyond the time allotted by FMLA. In the event the faculty member on FMLA leave does not have sufficient personal necessity, banked, or compensatory time to reach the end of the semester while on paid status, he/she may elect to loadshift up to four and a half weeks of workload or equivalent units from subsequent semesters.

The provisions in this section are applicable to Fall and Spring semesters only; furthermore, this extension may not prolong the faculty member's absence beyond the semester during which the FMLA leave has occurred.

If the faculty member does not return to the District to complete the loadshifted units or hours, the District shall follow the procedures outlined in Article VIII, Section 23, for Recovery of Money Overpaid to Faculty.

F. Bereavement Leave

1. Faculty shall be granted a Bereavement Leave within the following provisions:
 - a. Faculty shall be allowed regular pay for not more than three (3) working days when absent on account of the death of any member of his/her immediate family. Bereavement Leave with pay may be extended to a maximum of five (5) days when one-way travel of five hundred (500) miles or more is necessary in connection with the bereavement.
 - b. Immediate Family: Father, father-in-law, mother, mother-in-law, brother or sister of the faculty member, grandparents, grandchild of the faculty member or of the spouse of the faculty, spouse, eligible domestic partner, son, daughter, son-in-law, daughter-in-law, or any relative living in the immediate household of the faculty. The previous enumeration shall apply to the immediate family of eligible domestic partners.
2. The District reserves the right to request validation of the death of the family member.

G. Military Leave

1. Leave of absence for military service shall be granted as provided in the appropriate federal statute, and shall be without pay.
2. The written request for such leave shall be submitted to the District on the appropriate form provided by the District accompanied by the supporting documents.

H. Jury Duty and Witness Leave

1. Faculty shall be granted Jury Duty and Witness Leave within the following provisions:
 - a. Leaves of absence for jury service shall be granted for up to two weeks during any two (2) consecutive fiscal years. The faculty member shall receive full pay while on leave provided that the jury service fee for such leave is assigned to the District and the subpoena or court certification is filed with the District. Request for jury service leave

should be made by presenting the official court summons to jury service to the faculty member's immediate supervisor.

- b. Leave of absence to serve as a witness in a court case shall be granted to a faculty member when he/she has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the Clerk or other authorized officer of the court. The faculty member shall receive full pay during the leave period, provided that the witness' fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the faculty member's immediate supervisor.
 - c. Leave of absence to serve as a witness in a court case shall be granted to a faculty member who is a litigant in the case when such litigation involves an action arising out of employment by the District. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The faculty member shall receive full pay during the leave period, provided that the witness' fee for such leave is assigned to and the subpoena or court certification is filed with the District. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the faculty member's immediate supervisor, and to Human Resources.
 - d. The jury service fee and witness fee assignment to the District by the faculty member, referred to in a, b, and c respectively, does not include transportation expenses.
2. A faculty member who has received leave of absence under this rule shall make himself/herself available for work during days when his/her presence is not required in court.

Section 5. Discretionary Leaves

It is the intent of the District to ensure the integrity of the educational program while providing faculty members with opportunities to grow and develop. Discretionary leaves may be paid or unpaid leaves. Each type of leave requires a process by which the faculty must apply for the leave.

Paid Discretionary Leaves include:

1. Catastrophic Illness/Injury Leaves,
2. Sabbatical Leaves,
3. Vacations
4. Pre-Retirement Reduction in Load Leave
5. Temporary Reduction in Assignment Leave

Unpaid Discretionary leaves include:

1. Unpaid Health Leaves
2. Unpaid Home Responsibility Leaves.
3. Personal Growth and Development Leaves
4. Faculty Enhancement Leave Resulting from Program Elimination or Downsizing

A form requesting the leave must be completed by the faculty and a copy submitted to the appropriate administrator or committee within the time frame specified by the leave section. At the same time, the faculty shall submit a copy of the leave request form to his/her division chair or immediate supervisor for informational purposes.

Faculty members receiving Unpaid Discretionary leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College for retirement or other purposes.

It is the responsibility of the faculty member receiving an unpaid discretionary leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.

Procedural requirements:

- a. Requests for Paid Discretionary Leaves must be submitted to the appropriate committee/administrator
 1. Catastrophic Illness/Injury Leave request submitted to the Catastrophic Illness Committee
 2. Sabbatical Leave request submitted to the Sabbatical leave Committee;
 3. Vacation request submitted to the appropriate supervisor;
 4. Pre-Retirement Reduction in Load Leave requests submitted to Human Resources and/or appropriate supervisor;
 5. Temporary Reduction in Assignment Leave requests submitted to the appropriate Vice-President.
- b. Requests for Unpaid Discretionary Leaves must be submitted to the appropriate administrator and to the Office of Human Resources on the appropriate form provided by the District.
 1. If requesting an unpaid health leave, the faculty member must submit a written statement by a licensed physician recommending the faculty member take a leave for health reasons must accompany a written request for an Unpaid Health Leave.
 2. The initial request for an Unpaid Health Leave shall include anticipated beginning and anticipated end dates recommended for the health leave.

3. Human Resources shall forward the request to the appropriate administrator who together with the appropriate program manager shall determine if the leave is granted based on the needs of the faculty member and the needs of the program.

Length of leave: An Unpaid Discretionary Leave may be granted for a maximum of two (2) full academic years. The length of the leave is conditional based on the request of the faculty and the needs of the program/District.

Approval Process: A discretionary leave request may be denied or restricted if it threatens the integrity of the educational program. If the appropriate administrator recommends approval for the leave, the application is forwarded to the Board of Trustees for approval.

If the appropriate administrator denies or restricts the leave, the faculty member or designee may appeal the decision within 15 working days of the denial.

- The appropriate Vice President shall hear the Appeal.
- The appropriate Vice President has 5 (five) working days after the hearing to make a decision regarding the appeal.

A. Catastrophic Illness/Injury Leave

1. In accordance with the provisions of the law, Education Code, Section 44043.5, Catastrophic Illness/Injury leave shall be available to all eligible faculty members. Eligible faculty members shall include probationary, tenured, and adjunct faculty. The purpose of this leave is to permit faculty with a catastrophic illness or injury and who are unable to work at Glendale Community College or elsewhere to utilize paid leave by utilizing sick leave that has been donated to them by fellow faculty members.
2. A catastrophic illness or injury is one that is expected to incapacitate a faculty member for an extended period of time and in which the faculty has used all of his/her paid leaves of absence.
3. A catastrophic illness request shall be approved by the Catastrophic Illness/Injury Committee (CII) consisting of one (1) member assigned by the District, one (1) member assigned by the Guild, one (1) member assigned by CSEA. The committee shall elect its own Chair. Approval of the Committee is based upon:
 - a. Medical verification provided by the requesting faculty member's licensed physician must be presented to the committee.
 - b. The requesting faculty must be incapacitated or absent for an extended period of time no fewer than thirty (30) consecutive calendar days.
 - c. A written request must be submitted to the committee by the requesting faculty member or her/his representative.

- d. The approved probationary or tenured faculty members may use donated leave as whole days or half days and can use the leave retroactively during the course of illness or injury.
 - e. Probationary or tenured faculty members receiving the fifty percent (50%) hours of donated catastrophic illness/injury time retains full health and welfare benefits for the duration of the donated catastrophic illness/injury.
 - f. The approved adjunct faculty member shall use donated leave as paid hours.
4. Approved leave for probationary and tenured faculty must be used within a twelve (12) month period after approval. Adjunct faculty members are eligible to receive his/her leave for the remainder of one (1) contract period. The leave shall not exceed his/her contract.
 5. Approved leave shall be placed in a special donated leave account for each approved faculty member.
 6. Each approved faculty member may draw upon the account for catastrophic illness/injury.
 7. Faculty may only receive catastrophic illness/injury time for regularly scheduled time identified in the Collective Bargaining Agreement. Probationary or tenured faculty members who have a regular assignment are eligible for catastrophic illness/injury pay only during his/her regular assignment, not for overload, pro-rata, or compensation time.
 8. Once the faculty member returns to work, unused leave reverts to the respective Leave Banks for use by other college employees who have been approved for a catastrophic illness/injury leave.
 9. In unusual circumstances, the CII Committee may consider a request to extend the period for probationary or tenured faculty members for up to one (1) additional year.
 10. Probationary and tenured faculty member may donate accrued sick leave, but he/she must maintain seventy percent (70%) of accrued sick leave on record. The only exception is for faculty who are retiring or terminating employment, who may donate leave without limitations.
 11. Donated leave is irrevocable. Once donated it is lost to the donor. Donations of sick time shall not be made between individual employees.
 12. Probationary and tenured faculty members may donate leave ONLY to the Catastrophic Illness/Injury Leave Bank for use by any approved applicant. There shall be a separate Catastrophic Illness/Injury Leave Bank established for adjunct faculty members. Contributions to the Adjunct Faculty Leave Bank may be donated by any college employee until December 31, 2012. Upon separation from the District, any employee may donate to any Catastrophic Illness/Injury Leave Bank.

13. Donated leave shall be charged on an hour-for-hour basis regardless of the classification family and/or salary schedule of faculty member donating leave and faculty member receiving leave.
14. The District shall call for leave donations for the Leave Banks as needed. In addition, the District shall give faculty who terminate employment, resign, or retire, an opportunity to donate unused sick and/or vacation leave to the Leave Banks.
15. Unused donated leave reverting to the Leave Banks and leave specifically donated to the Catastrophic Illness/Injury Leave Banks shall make up the Leave Banks.
16. Requests for Catastrophic Illness/Injury Leave are subject to availability of donated leave. The CII Committee shall not be responsible for approving requests when there is no leave in the Leave Bank.
17. The decision of the Catastrophic Illness/Injury Committee is final and not subject to appeal.

B. Sabbatical Leaves

1. Length of Sabbatical Leave: Faculty may be granted a Sabbatical Leave for not less than one (1) semester nor more than two (2) consecutive semesters (which may be separated by a summer intersession) under the following conditions, and upon the recommendation of the Sabbatical Leave Committee and the approval of the Board of Trustees. If two (2) semesters are to be requested, both must be requested in the same application.
2. Purpose of Sabbatical Leave: A sabbatical leave is granted for the purpose of improving the value and quality of work for the students, the discipline and the District through enrichment of the faculty member's experiences and training.
3. Eligibility: The faculty member must have been employed full-time for at least six (6) consecutive years (or equivalent for contract faculty on less than full-time service) of full-time paid service, none of which may be while on sabbatical. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. A six (6) year (or equivalent) requirement must be met between any two (2) sabbaticals. A sabbatical leave may be denied due to the lack of a suitable replacement or program/District needs. If a faculty member is denied a sabbatical leave because no replacement is available or because of the needs of the program/District, the faculty member shall receive priority consideration in subsequent years. A Sabbatical leave is not intended to supplement a paid or unpaid health leave.

4. Types of Sabbatical Leaves:
 - a. Occupational experience.
 - b. Creative work or original contribution to a discipline.
 - c. Coursework at an accredited institution.
 - d. Research including travel.
 - e. Combination of the above.

If travel is part of the approved sabbatical, the District is not responsible for travel costs and/or liabilities.

5. Applications: A call for proposals shall be made by October 15th. Applications must be submitted in writing to the Vice-President of Instruction on approved forms not later than November 15 for sabbaticals commencing the following academic year. Requests for Sabbatical Leave shall be presented in written board reports to the Board of Trustees for their approval at the February board meeting. Applicants shall be notified by the District as to final action on their applications no later than March 1.
6. The Sabbatical Leave Committee shall be chaired by the Vice President, Instructional Services and consist of an additional administrator designated by the Superintendent/President, three (3) faculty members appointed by the Academic Senate and three (3) faculty members appointed by the Guild. Representation of faculty on the committee shall include instructional and non-instructional faculty.
7. If the faculty member's sabbatical application is denied, he/she may appeal within 10 working days with the Superintendent/President who, in consultation with the Vice President of Instruction, shall consider the appeal.
8. Determination of Nominees:
 - a. The Vice President, Instructional Services shall receive all requests for sabbatical leaves of absence.
 - b. The Vice President, Student Services shall be informed of any request for a sabbatical leave from Student Services Faculty.
 - c. Following the deadline for receipt of requests, an evaluation shall be made in terms of conditions established herein. Such evaluation is to be conducted by the Sabbatical Leave Committee.
 - d. The Superintendent/President shall review the recommendations from the committee and forward the applications to the Board of Trustees with such recommendation as believed to be in keeping with the educational and financial needs of the District.
 - e. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Committee, the Superintendent/President shall meet with the Vice President of

Instruction prior to Board of Trustee approval to explain the reasons for the changes.

- f. The Board of Trustees, at its discretion, shall make the final decision. The Superintendent/President shall notify the applicant in writing as soon as the Board of Trustees has acted on the proposal.
 - i. If the Board of Trustees rejects the applicant's request, the applicant shall be informed in writing of the rejection and the reasons for rejection.
9. Conditions for Determining Nominees: The nomination of candidates for sabbatical leaves shall be governed by the following factors in the order listed:
 - a. Eligibility for Sabbatical Leave as defined in this article.
 - b. Relative merits of the proposed project.
 - c. Potential of future service to the District and students.
 - d. History of previous discretionary leaves (normally priority of selection shall be given applicants who have not had a sabbatical or other discretionary leave in the District).
 - e. Seniority
10. For each academic year, the equivalent of six (6) full-time leaves may be budgeted by the District.
11. Compensation:
 - a. During the academic year, a faculty member on sabbatical leave shall receive compensation equivalent to 80% of the regular placement on the instructor's basic salary schedule (excluding extra compensation of any type) that he/she would have received had he/she been on duty, and shall receive health and welfare benefits at the same level as he/she would have received had he/she been employed on a regular basis.
 - b. Each semester of sabbatical leave shall constitute a half-year's service for salary increment purposes.
12. A Sabbatical Leave shall not be used concurrent with any other discretionary leave.
13. Should the faculty member fail to return to work at the end of the sabbatical leave, then the faculty member shall return to the District a sum of money equal to the adjusted base salary received during the period of the sabbatical leave of absence. The faculty member shall pay for legal expenses that may result should the faculty member fail to comply with the items above.
14. If the faculty member fails to complete the sabbatical because of serious or debilitating injury or illness as certified by a licensed physician and

results in the termination of District employment, then the District shall relinquish all claims to recover sabbatical leave pay.

15. Additional Compensation:

- a. Additional compensation which is received by the faculty member from sources other than the District during the sabbatical leave, and which is in excess of the faculty member's regular base salary, may be deductible from the leave salary paid by the District. Additional assistance from recognized sources of aid to research, complete coursework, and travel, such as scholarships, shall not constitute additional compensation.
- b. A faculty member may not work for the District during the period of the approved sabbatical leave without approval of the appropriate Vice President.
- c. Load banking may be combined with a Sabbatical Leave, but the combination shall not exceed 100% of a faculty member's base compensation.

16. A progress report shall be submitted to the Office of the Vice President, instruction midway through the sabbatical in compliance with standards established by the Sabbatical Review Committee.

17. Report Description, Evaluation and Presentation

- a. Upon completion of a sabbatical leave, the faculty member shall submit a written report to the Sabbatical Leave Committee prior to October 1 of the year of return from leave. The report shall be completed in compliance with the standards established by the Sabbatical Leave Committee.
- b. The Sabbatical Leave Committee shall review and evaluate the sabbatical leave report.
 1. If, in the judgment of the committee, the faculty member failed to satisfactorily complete the agreed upon project, provide a satisfactory report or submit the report by October 1st, the committee shall provide an opportunity for the faculty member to complete the approved project/report within a reasonable timeframe not to exceed four (4) months.
 2. Should the committee determine that the project and report have not been satisfactorily completed by the start of the Spring semester, the committee will send a written evaluation to the Superintendent/President who may then recommend to the Board of Trustees that appropriate disciplinary and/or punitive action be taken which may include but not be limited to repaying the district for the incomplete portion of the work.

3. If the Superintendent/President disagrees with the decision, he/she shall consult with the committee before making a final recommendation to the Board of Trustees.
 4. The faculty member has the right to meet with the Board in closed session to discuss any possible action. All decisions shall be in writing with specific reasons given and with copies provided to the faculty.
- c. The Superintendent/President shall present the written reports of committee-approved sabbaticals to the Board of Trustees for their acceptance.
 - d. An oral summary of the sabbatical may be requested by the faculty member, the President/Superintendent or the Board of Trustees and may be given by the faculty at this same meeting. A copy of the written report will be available in the Office of the Superintendent/President.
18. Withdrawal from Sabbatical Leave
- a. In an emergency situation, a faculty member who has been granted a sabbatical leave may withdraw from the leave and be assigned regular duties no later than thirty (30) calendar days prior to the beginning of the semester or year of sabbatical leave.
 - b. A faculty member who commences the prescribed sabbatical leave and subsequently becomes ill for longer than ten (10) days before the leave has been completed, may request that the Sabbatical leave be terminated and that he/she be placed on paid sick leave/health leave, provided the faculty member would have been entitled to sick leave had the faculty member not been on Sabbatical Leave, within the following provisions:
 - i. The illness is such that had the faculty member been working, the faculty member would have been absent on sick leave.
 - ii. The illness is substantiated by the faculty member, who shall provide relevant supporting documentation from a licensed physician to the Office of Human Resources within 10 days of becoming ill.
19. Any substantive change in the approved sabbatical project must be approved by the Sabbatical Leave Committee prior to the effective date of the change. Written approval of the change will be issued by the Vice-President of Instructional Services. Changes to the sabbatical project made without approval of the Sabbatical Leave Committee will be grounds for termination of the sabbatical.

C. Faculty Enhancement Leave Resulting from Program Elimination or Downsizing

1. Faculty may be granted an unpaid Faculty Enhancement Leave for the purpose of retraining for a new faculty service area under the following provisions and upon approval by the Board of Trustees.
2. Eligibility:
 - a. A Faculty Enhancement Leave shall be granted to tenured faculty only.
 - b. In the event of notification, by March 15 of the intent to lay off any contract faculty member or notification of intended program elimination, the District with the agreement of the faculty member shall specify no less than three (3) subject areas in which retraining shall take place, the purpose of which is for the faculty member to obtain an additional Faculty Service Area (FSA). If the faculty member has a Faculty Service Area (FSA) in an area in which there is a vacant position, the faculty member is not eligible for the Faculty Enhancement Leave.
3. Procedural requirements: A request for a Faculty Enhancement Leave must be submitted to the District on the appropriate form provided by the District.
 - a. Requests for Faculty Enhancement leaves of absence to begin in the Fall Semester must be received on or before the preceding April 15. Requests for leaves for the Spring semester of the school year must be received on or before the preceding October 15.
 - b. The faculty member needing to qualify for a new Faculty Service Area (FSA) in order to retain permanent status shall submit, by June 1, a written application for participation in a program specifying the course work to be taken and the accredited institution providing the retraining.
 - c. The District shall guarantee up to 4.0 FTE per year in Faculty Enhancement Leaves.
4. Compensation: When the District accepts a program for Faculty Enhancement Leave, the faculty member shall receive a maximum of \$3,000 per semester financial assistance from the District toward the cost of tuition, fees, and books and credit the course work for advancement on the salary schedule.
5. Length of leave: Faculty Enhancement Leaves shall be granted for a minimum of one (1) semester or a maximum of one (1) full academic year.
6. Upon completion of the program and returning to service, the District shall assign the faculty member to a faculty position in the new Faculty Service Area (FSA).

D. Vacation time for 12-month Faculty Members

1. All Twelve (12) month faculty members shall earn vacation days at a rate of 1.83 for each calendar month worked.
2. A calendar month worked for this purpose is one in which the faculty has been fully compensated for fifty percent (50%) or more of the working days in the month. For example, a twelve (12) month faculty member satisfying the above fifty percent (50%) requirement would be eligible for twenty-two (22) vacation days per year.
3. A faculty member is expected to take earned vacation each year. In no event may a faculty member accumulate more than two (2) years of earned vacation days. If a faculty member is not allowed by the District to take vacation days within a two (2) year period, the faculty member must be compensated for any accumulation in excess of two (2) years earned vacation time at the current per diem rate of pay.
4. Vacation may be granted even though not completely earned at the time the vacation is taken.
5. Unearned vacation that has been granted shall be deducted from a faculty member's final salary warrant if the employment is terminated with the District prior to earning such vacation.
6. Upon separation from service, a faculty member shall be paid for accumulated vacation credit at the per diem rate applicable to the faculty member's last regular assignment.
7. A faculty member who commences the prescribed vacation period and subsequently becomes ill or bereaved before this vacation period has been completed, may request that the vacation be terminated and that he/she be placed on sick leave or bereavement leave, provided the faculty member would have been entitled to sick leave or bereavement leave had the faculty member not been on vacation, within the following provisions:
 - a. The illness or bereavement is such that had the faculty member been working, the faculty member would have been absent on sick or bereavement leave.
 - b. The illness or bereavement is substantiated by the faculty member, who shall provide relevant supporting documentation.
 - i. If the request is made verbally to the Chief Human Resources Officer, it must be made prior to the end of the working day, which constitutes the last day of vacation for the faculty member.
 - ii. If the request is made in written form, it must carry a postmark dated on or before midnight of the working day, which constitutes the last day of vacation for the faculty. Copies of the written notification must be mailed to the faculty member's immediate supervisor and the Office of Human Resources.

- iii. If the request is emailed, it must be received prior to the end of the working day, which constitutes the last day of vacation for the faculty member, and copies must be sent to the faculty member's immediate supervisor and Office of Human Resources.
8. When a holiday falls during the scheduled vacation of a faculty member, such faculty member shall be granted an additional day's vacation for each holiday within that period.

E. Pre-Retirement Reduced Workload Leave

1. The optional reduced workload program is established in accordance with the provisions of Education Code Sections 87483 and 22724 and provides conditions under which an academic faculty member may be allowed to reduce his/her workload, in anticipation of retirement, from full-time to part-time duties and receive the same retirement credit that would have accrued had the faculty member been on full-time service.
2. In order to ensure full CalSTRS credit, the faculty member is responsible for meeting with a CalSTRS representative prior to the beginning of the Pre-Retirement leave. Service credit may only be guaranteed for faculty beginning the Pre-Retirement Leave in the Fall semester. CalSTRS does not recognize Pre-Retirement Reduced Workload Leaves that begin in the Spring semester.
3. Eligibility Requirements
 - a. The faculty member shall have reached fifty-five (55) years of age by the start of the semester in which the work reduction begins.
 - b. The faculty member shall have been employed full-time in a position requiring at least ten (10) years of which the immediately preceding five (5) years were full-time employment. Sabbaticals and other approved non-discretionary leaves do not constitute a break in service. However, neither discretionary nor non-discretionary leaves are to be used to compute the five (5) years of full-time service necessary for entry into the program.
 - c. The faculty member must retire after a maximum of ten (10) years of reduced workload or at any time after one (1) year of reduced workload that the program is ended through mutual agreement of the faculty member and the District.
 - d. The first year of reduced workload is to be considered a trial period for the faculty member and a return to full-time status may be requested during this year. Such return to full-time status may only be resumed at the start of the next school year (which year would have been the second year of a reduced workload program).
 - e. The minimum assignment shall be half-time. Half-time employment shall be the equivalent of one-half the number of days of service required by the faculty member's contractual assignment during the

final year of service in a full-time position. A faculty member may request a minimum assignment which is:

- i. One hundred percent (100%) assignment for one (1) semester and no assignment for the second semester.
- ii. A fifty percent (50%) assignment for each of two (2) semesters.
- iii. Fifty percent (50%) or more for both semesters of the college year.

4. Compensation Details

- a. The faculty member shall be paid a part-time salary prorated on the basis of the full-time salary for the position in which he/she serves. He/she shall retain health benefits provided for by statute in the same manner as a full-time faculty. All other rights and benefits shall be provided in accordance with applicable statutes and/or District policies.
- b. The District and the faculty member shall each contribute to the State Teachers' Retirement Fund the amount that would have been contributed if the faculty member were employed on a full-time basis. At least fifteen (15) working days prior to any period in which the faculty is not working at least half-time, a lump sum payment equal to the retirement contribution due for that period shall be remitted to the District. That amount and the District contribution shall be forwarded to the State Teachers' Retirement System.

5. Leaves of Absence

- a. In the event a faculty member requests leave without pay for any reason, the salary received for the school year must not be less than half the salary the faculty would have earned if employed on a full-time basis. If a faculty member is paid less than half of the full-time salary, the minimum participation requirements shall not have been met and the pre-retirement reduced workload leave shall be cancelled.
- b. Faculty who are participating in the Pre-Retirement Leave are not eligible for sabbatical or other discretionary leaves.

6. Application and Termination

- a. The option of part-time employment shall be requested by the faculty member and submitted to the Chief Human Resources Officer, on a form to be provided by the District.
- b. Applicants who wish to begin this option for part-time employment in the fall semester of an academic year shall submit their applications by the preceding March 15.
- c. During the first year of the reduced workload program, the faculty member may initiate termination of the program and such termination shall not require the mutual consent of the District.

- d. During the second through the tenth year of the reduced workload program, the option may be revoked or altered within code limitations only with the mutual consent of the faculty member and the District.
7. A faculty member may participate in the reduced workload program for a maximum of ten (10) years.

F. Personal Leave: Temporary Reduction in Assignment

1. Faculty may be granted a temporary reduced assignment.
2. Purpose of Reduced Assignment: A reduced assignment may be granted for personal reasons.
3. Eligibility:
 - a. The faculty member shall be a full-time tenured faculty and have been employed for at least five (5) consecutive years.
 - b. A reduced assignment shall not result in a significant impact to the program.
4. Determination of candidates for reduced assignment:
 - a. The faculty member shall submit a request to his/her division chair or program manager for a reduced assignment.
 - b. The division chair or program manager shall evaluate the request with regards to the needs of the division/program.
 - c. The decision of the division chair/program manager shall be forwarded to the appropriate Vice-President who shall have the final determination of the reduced assignment.
5. Individuals qualified for the Pre-Retirement Reduced Workload Leave Section 5E shall not be eligible for the reduced assignment.
6. This section is not designed to replace state requirements for reductions associated with "medical return to work at a reduced load" or state required disability leaves.
7. Types of reduced assignments
 - a. Reduced assignment of between less than 100% assignment and not less than 80% assignment may be approved for two (2) years at a time with no more than ten (10) years lifelong reduction at this rate.
 - b. Reduced assignment of between less than 80% assignment and not less than 50% assignment may be approved for two years at a time with no more than two (2) consecutive approvals totaling four (4) years or five (5) years life-long reduction at this rate.
 - c. Reductions of assignment for less than 50% are not available through this section of the contract.

8. Restrictions: Faculty requesting reduction in assignment shall not receive/earn overload or banked hours during the Fall or Spring semesters.
9. Compensation:
 - a. During the temporary reduction in assignment, the faculty member shall receive his/her basic salary pro-rated to the actual percent of assignment.
 - b. For up to 20% reduction in assignment, full health benefits shall be provided.
 - c. For qualifying faculty hired on a contract basis of one-half time up to 80% but less than full-time, the District contribution shall be prorated upon the ratio that the faculty member's assignment bears to a full-time assignment. For example, a 60% contract faculty shall be given a credit in the amount of 60% of the maximum premium amount paid by the District for a full-time faculty's health and welfare benefits. The partial contract faculty member's benefit package must include the same coverage items as that of a full-time faculty. If the resulting premium amount is greater than the credit, the faculty member shall pay the difference on a tenthly basis. If the resulting amount is less than the credit, the difference reverts to the District. The number of pro-rated contracts awarded under this Article shall not exceed ten percent (10%) of the total number of full-time contract faculty, and the number of pro-rated faculty in any division shall not exceed twenty-five percent (25%) of the number of full-time faculty in that division. In the determination of numbers of contracts in each instance above, rounding-off shall be to the nearest whole number.
10. The faculty shall receive the STRS service credit for actual time worked. If STRS allows for buying back service credit, the faculty member shall be responsible for this purchase.
11. Applications must be made in writing on a "Request for Leave" form available through the Office of Human Resources, or the Human Resources' website. Applicants shall be notified by the District as to final action on their applications within one (1) month of the written application.
12. Faculty on a reduced assignment granted prior to the 2003-2004 academic year shall have the right to continue their leave at the current level in accordance with the agreement that originally established this temporary reduction in assignment without being subjected to the restrictions in the Personal Leaves section of this Article. For any temporary reductions beginning after 2004, once the conditions of the original agreement have been established and met to the fullest, additional agreements for reductions in assignment shall be by mutual agreement of the District and the employee. This section is in no way designed to guarantee any faculty member a permanent reduction in assignment.

G. Unpaid Health Leave

1. An unpaid Health Leave may be granted for the purpose of guaranteeing the position of a faculty member who is unable to work, has used all of the twelve (12) weeks of Family and Medical Leave, and has further exhausted all his/her paid sick leave. The faculty member may request an unpaid health leave. If the faculty member meets the conditions of the unpaid health leave and the needs of the programs/District can be satisfied, the appropriate Vice President may grant the leave and forwarded the recommendation to the Board of Trustees for approval.
2. Faculty members receiving Unpaid Health Leaves are on unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
3. It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact CalSTRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
4. Eligibility: An Unpaid Health Leave may be granted to probationary or tenured academic faculty for a period no more than two (2) years. This leave is not guaranteed and may be requested upon completion of all paid sick leave and the twelve (12) weeks of Family and Medical Leave.
5. Unpaid Pregnancy Leave (without disability): The District may, upon application and approval, grant an unpaid pre-childbirth leave of absence to a pregnant faculty member prior to the period of actual disability. This leave does not require a physician's certification.
 - a. Physician Certifications: A pregnant faculty member who elects not to apply for an unpaid pre-childbirth pregnancy leave pursuant to Section 5G-5 above shall be permitted to continue on active duty until such date as she and her physician determine that she must absent herself due to pregnancy disability, provided that she can and does continue to perform the full duties and responsibilities of her position.
 - b. Additional Leaves—In addition to the unpaid pre-childbirth and disability leaves described above, a faculty member may be eligible for 12 weeks of unpaid leave for bonding with a new child under FMLA/CFRA (see section 4E), or up to two years of unpaid leave under the Home Responsibility Leave provision (see section 5H)
6. Refer to Sections 5 #(8) and 5 #(9) for Procedure and Appeal Process.

H. Unpaid Home Responsibility Leave

1. A tenured faculty member may request an Unpaid Home Responsibility Leave, for the purpose of childcare, adoption, care of members of the immediate family for health reasons or the care of a legally dependent adult of the faculty member, faculty member's spouse/domestic partner.

2. Faculty members receiving Unpaid Home Responsibility leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
3. It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
4. Eligibility: A Home Responsibility Leave may be granted to tenured academic faculty only. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. This leave is not guaranteed and may be requested upon completion of all applicable paid sick leave and/or the twelve (12) weeks of Family and Medical Leave.
5. Refer to Sections 5 # (8) and (5) #9 for Procedure and Appeal Process.

I. Unpaid Personal Growth and Development Leave

1. Personal Growth Development leaves are unpaid leaves that provide the faculty member with:
 - a. Formal Study Leave
 - b. Travel for Education Purposes
 - c. Personal Development
2. Faculty members receiving Personal Growth and Development leaves are in unpaid status, and therefore do not receive compensation, health and welfare benefits, nor service credit provided by the College.
3. It is the responsibility of the faculty member receiving a discretionary non-paid leave to contact STRS regarding the impact of the leave on retirement and to pay COBRA for extended medical benefits if desired.
4. Eligibility: The faculty member must have been employed full-time for at least six (6) consecutive years (or equivalent for contract faculty on less than full-time service) of full-time paid service. Non-discretionary Leaves of Absence (for other purposes) shall not be deemed a break in continuity of service nor shall the period of such absence count toward the years of service requirement. This leave is not guaranteed.
 - a. Formal Study Leave. Faculty may be granted an unpaid formal Study Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustees for approval. In order to be eligible for a study leave, the faculty member must be tenured and must complete a minimum of eight (8) semester hours each semester of job related upper division or graduate work in an accredited institution of higher education. The application and approval procedure for a Study Leave is found in Section 5.

- b. Travel Leave. Faculty may be granted an unpaid Travel for Education Purposes Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustee for approval. This leave of absence for travel for educational purposes may be granted to tenured faculty only.
 - c. Personal Development Leave. Faculty may be on unpaid Personal Development Leave if the faculty member is eligible for the leave, successfully complete the application process, and if their application is forwarded, by the appropriate Vice-President, to the Board of Trustees for approval. Personal Development Leaves may be granted only to tenured faculty.
5. Refer to Section 5 #(8) and 5 #(9) for Procedure and Appeal Process.
6. Return from Personal Growth and Development Leave
- a. Upon return from a Personal Growth and Development leave, the faculty shall present a written report to the appropriate Vice-President describing the activities of the faculty member during the period of leave.
 - b. Faculty returning from a Fall leave to the Spring semester shall notify the District in writing of their intent to return prior to the start of the Fall semester, preceding the return. Faculty returning from Spring leave to the Fall semester shall notify the District in writing by prior to the start of the Spring semester preceding the return.

Section 6. Impact of Leaves

Leaves may impact retirement service credit and benefits. It is the faculty member's responsibility to check the impact the leave shall have on his/her retirement service credit and benefits.

Section 7. Return to Work

Written approval from the faculty member's attending physician is required: Prior to her/his return to work after an absence of ten (10) days or more due to illness or injury; upon return from surgery; from any illness or injury requiring hospitalization; of faculty using casts or orthopedic devices; if there are work restrictions or upon request of the immediate supervisor or Chief Human Resources Officer. In every case the physician's clearance must reach the Office of Human Resources at least one (1) working day prior to the faculty's intended return. The cost of the written approval of the physician shall be at the faculty member's expense.

Section 8. Miscellaneous

- A. Faculty shall receive their usual compensation, which shall not be deducted from accumulated sick leave, for the following:
 - 1. When under quarantine by order of the Health Office of the City or County for such period of quarantine, provided that such period of absence is not more than two (2) weeks, and provided further that not more than two (2) separate periods of quarantine shall be paid for in any fiscal year to any one faculty member.
 - 2. When the College is closed on account of epidemic, fire, flood or earthquake. The District, in an effort to notify faculty of such a closure prior to their arrival on campus, must make a reasonable attempt to notify the news media of the emergency closing.
- B. If the College needs to reschedule the lost days not associated with the above, in order to meet the State calendar requirement day state calendar requirement, it may so extend the work year without paying the faculty any additional amount.

Section 9. Faculty Health Requirements

The following requirements regarding faculty health shall apply as a condition of employment:

- A. Physical examinations by the District physician designated to examine personnel, are required and shall be paid by the District as follows: Upon return from illness of more than six (6) months duration; or upon request of the Superintendent/President or Chief Human Resources Officer.
- B. Tests and reports indicating freedom from active tuberculosis for continuing faculty are required at least every four (4) years, and shall be paid for by the District, if the faculty makes use of the tuberculin clearance method provided by the District. If the examination is made by the member's private physician, the faculty member shall incur all costs.

ARTICLE VIII SALARIES

Section 1. Regular Contract Employees

- A. Regular contract employees include instructors, counselors, division chairs, specialists, faculty coordinators, faculty facilitators, student personnel workers and librarians. They shall be paid according to the Instructors Annual 10-month Salary Schedule -- Appendix "A," attached hereto and made a part of this Agreement, for work done up to a 100% full-time load, regardless of the load at which they are contracted.
- B. After January 1, 2013, no faculty member shall be hired as a regular contract employee for less than 60% of a full-time load.
- C. All regular contract faculty shall have the same opportunity to work overload, regardless of whether their contracted load is 100% or less than 100%.
- D. Regular contract employees who teach an overload credit class that runs the length of the Fall or Spring semester shall be paid equal checks each semester with each check equal to:

(# teaching units) X 17.5 X (rate on B Schedule) divided by 5

- E. Regular contract employees who teach an overload non-credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

(# non-credit hours per week) X 15.5 X (rate on B schedule) divided by 5

- F. Regular contract employees who teach either an overload credit or overload non-credit class that is less than a semester in length or a class that starts after the beginning of the semester, shall earn the same total amounts as in Section D or E above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Instructors who teach back to back eight week classes shall be paid using Section D or E above.

Section 2. Adjunct Faculty

- A. Adjunct Faculty who teach a credit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

(# teaching units) X 17.5 X (rate on B1 Schedule) divide by 5

- B. Adjunct faculty who teach a noncredit class that runs the length of the Fall or Spring semester shall be paid five equal checks each semester with each check equal to:

$(\# \text{ noncredit hours per week}) \times 15.5 \times (\text{rate on B1 Schedule}) \text{ divided by } 5$

- C. Adjunct faculty who teach either a credit or noncredit class that is less than a semester in length or a class that starts after the beginning of the semester, shall earn the same total amount as in Section B or C above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above. The exact amount of each check shall depend on how the class meeting dates match up with the County Payroll schedule. Adjunct faculty who teach back-to-back eight week classes shall be paid using Sections B or C above.
- D. Adjunct Faculty shall be paid for the first week of an assigned class, whenever that class is cancelled fewer than 2 weeks before the beginning of the term in which the class was to be offered.

Section 3. Intersession - Pay

A. Instructional Contract Employees

In accordance with the approved calendar, the District may offer up to three intersessions ("short session"). Instructors who are paid under Appendix A during the regular academic year shall be paid by schedules B-14 through B-24 of this agreement. These schedules are based on the load of their discipline and shall be limited to a maximum of step 8. Schedule B-2012 which is fixed and not subject to future changes will be used in lieu of Schedule B-21 until the Class II, step 6 rate in the B-21 table exceeds the Class II, Step 6 rate in the Schedule B-2012. Schedule B-2012 will also be used in lieu of Schedule B-24 until the Class II, Step 6 rate in the B-24 table exceeds the Class II, Step 6 rate in Schedule B-2012.

The number of hours that constitute a full-time teaching load during any week within an intersession shall be six (6) times the number of hours on the teaching load chart in Article VI, Section 4 divided by the number of weeks in the course. Any lecture or laboratory hours in excess of said load shall not exceed six (6) hours per week, except by special approval of the Vice President of Instructional Services.

For intersession instruction, adjunct instructors shall be placed on the appropriate salary table in Appendix B according to the following chart, based on the adjunct instructor's placement on tables B1/B2 in the previous primary semester:

B1/B2 Placement		Interession Placement	
Column	Step	Column	Step
Class I	Step 1	Class II	Step 4
	Step 2		Step 5
	Step 3		Step 6
	Step 4		Step 7
	Step 6		Step 8
Class II	Step 1	Class III	Step 4
	Step 2		Step 5
	Step 3		Step 6
	Step 4		Step 7
	Step 6		Step 8
Class III	Step 1	Class IV	Step 4
	Step 2		Step 5
	Step 3		Step 6
	Step 4		Step 7
	Step 6		Step 8
Class IV	Step 1	Class V	Step 4
	Step 2		Step 5
	Step 3		Step 6
	Step 4		Step 7
	Step 6		Step 8

*adjunct instructors are not eligible for the doctoral columns in the interession salary tables of Appendix B.

B. Nursing Instructors Interession Pay

1. Nursing instructors normally employed on a ten (10) school month basis may be employed on an "as needed" basis during the interessions.
2. Nursing instructors employed on an "as needed" basis during the interessions shall be paid at sixty five percent (65%) of their daily rate as they are paid during the regular contract year. They shall be paid the daily rate only for days worked, or for days when they are eligible for absence due to illness or personal necessity as provided in this Agreement.

C. Interession Pay - Adjunct Instructors

Adjunct faculty teaching a credit class during interession will be paid a total amount equal to:

(# teaching units) X 18X (rate on B-14 thru B-24 Schedules*). The amount of each check will depend on how the interession dates match up with the County Payroll schedule.

Adjunct faculty teaching a non-credit class during intersession will be paid a total amount equal to:

(# teaching hours per week) X (#weeks) X (rate on B-14 thru B-24 Schedules*). The amount of each check will depend on how the intersession dates match up with the County Payroll schedule.

*Schedule B-2012 which is fixed and not subject to future changes will be used in lieu of Schedule B-21 until Class II, Step 6 rate in the B-21 table exceeds the Class II, Step 6 rate in Schedule B-2012. Schedule B-2012 will also be used in lieu of Schedule B-24 until the Class II, Step 6 rate in the B-24 table exceeds the Class II, Step 6 rate in Schedule B-2012

D. Summer Pay - Contract Counselors

Contract counselors who work a one hundred ninety (190) day schedule shall be able to work additional summer hours, as necessary, as determined by the District, at their hourly overload rate of pay.

Contract counselors opting to work an additional summer block of twenty-one (21) days (or 147 hours), shall earn a per diem rate of pay calculated on the Annual 10-month Salary Schedule "A" position divided by one hundred seventy-seven (177) days and capped at step 8.

E. Intersession Pay – Adjunct Counselors

Any adjunct counselor employed by the District for intersession hours shall be compensated at the regular hourly rate on the B2 schedule.

F. Intersession Pay – Contract Librarians

Contract librarians shall be able to work during the intersessions, as determined by need and available resources, an additional 180 hours at 65% of their monthly pay rate from Schedule A capped at Step 8, times a factor of 1.67. Each librarian may work, upon mutual agreement with the District and depending on need and resources, an additional 144 hour block, at 65% of their monthly pay rate from Schedule A (capped at Step 8) times a factor of 1.33.

G. Intersession Pay – Adjunct Librarians

Any adjunct librarian employed by the district for intersession work shall be compensated at the regular hourly rate on the B2 schedule.

H. Intersession Pay – Contract Non-Reading Specialist

Each contract non-reading specialist who is on duty for 35 hours per week during the primary semesters, fall and spring, which coincide with the Instructional calendar shall be paid per hour at 65% of their annual pay rate from Schedule A (capped at step 8) divided by 1085 (the number of their on-duty hours during the instructional year).

Section 4. Winter and Summer Intersession Load Shift

- A. Instructional faculty will have the ability to shift up to two classes from their regular yearly work load into intersessions, but they may not shift more than one class from each semester. The ten basic pay warrants will remain unaffected by a shift of load. The number of office hours in the fall and spring will not change when load is shifted into intersessions and there will be no office hour obligation in intersessions.
- B. Classes shifted into intersessions count towards the limit on an instructor's teaching

Section 5. Selection of Staff for Short Sessions

The District shall determine the short session curriculum. Also, the District retains discretion to determine whether any instructor is qualified to teach any particular course offering. An instructor who has developed an approved course for a short session program shall be given preference in teaching the initial offering of such course. Subject to the foregoing, the following preferences shall apply in the selection process:

A. Instructional Faculty

Priority shall be given to those faculty members who are employed by the District under contract during the regular academic year provided the faculty member has received at least two (2) "meets or exceeds" ratings in the most recently completed tenured faculty evaluation or an overall rating of "meets or exceeds" in the most recently completed probationary faculty evaluation. New contract faculty who have not received their first overall evaluation, shall be placed at the bottom of the contract faculty priority list. The faculty member shall have indicated her/his intent to teach during the short session prior to the second rollover for assignments. Within this group, if more than one qualified faculty member desires a particular course assignment, the division shall, assign courses according to the following priority system:

1. Contract faculty teaching a portion of their regular load during short sessions.

2. Contract faculty desiring to teach a course in exchange of pro-rata pay or load banking shall receive an assignment of at least three (3) units according to a least recency rotation system. That is, priority shall be given to those faculty members who have been without a short session assignment for the greatest amount of time in all divisions in which they teach. Division Chairs shall be responsible for maintaining a rotation list of short session assignments for all contract faculty within their division, and shall coordinate with other Division Chairs regarding the assignment of faculty who teach in multiple divisions. Furthermore, no contract faculty member shall be assigned another short session course within the same academic year unless all other qualified contract faculty desiring a course shall have received a short session assignment as well.

Area expertise and currency in the field shall be given consideration in the assignment of short session courses.

If there is a dispute within the division or between divisions, the final selection shall be made by the Vice President, Instructional Services and such final decision shall not be subject to the grievance procedure.

B. Non-Instructional Faculty

Priority for student development courses or non-instructional assignments shall be given first to those full-time contract staff members assigned to the organizational unit requiring this service during the regular academic year; and then to any qualified full-time employee holding the necessary FSA according to the division's own internal rotation or distribution system. If there is a dispute within the organizational unit or division, the final selection shall be made by the Vice President, Student Services, and the final decision shall not be subject to the grievance procedure.

C. Adjunct Faculty

Before adjunct personnel are hired from other sources, the District shall give consideration to qualified adjunct employees who taught courses at the College during the preceding academic year. (See Article VI-21D)

Section 6. Intersession Length of Course

All courses taught during the intersessions for the same number of instructional hours shall be paid on the same formula at the established Intersession rate regardless of the number of weeks of course operation.

Section 7. Instructional Television (Intentionally removed 3/22/18)

Section 8. Project for Adult College Education (PACE) Program (Intentionally removed 3/22/18)

Section 9. Initial Placement on Salary Schedule

A. Accredited Carnegie Units and Degrees

All units and degrees for initial placement on the salary schedule must be from an institution of higher education accredited by an agency recognized by the Council on Postsecondary Education. Each faculty member, hired by the District, shall receive a form explaining his/her initial placement on the salary schedule at the time initial processing for employment.

B. Experience Credit

Employees entering the District shall be given full service credit not exceeding seven (7) years experience. Seventy-five percent (75%) of all teaching days within each year must be taught before credit may be claimed. Part-time experience elsewhere shall be evaluated on the same basis as similar experience in the District. The maximum of seven (7) years experience may be granted for any combination of the following:

1. Previous teaching experience in the District or any public or private schools or colleges of recognized standing.
2. A maximum of one (1) year of military service with an honorable discharge may be counted towards teaching experience in placement on the salary schedule. A minimum of nine (9) months military service shall be required for a year's credit. Recognized branches of the service are: Army, Navy, Air Force, Marine Corps, Coast Guard, or full-time active duty in the National Guard.

C. Pre-Employment Work Experience

Salary schedule credit may be granted to newly employed occupational/vocational education instructors for pre-employment work experience based upon the following criteria:

1. Vocational/occupational experience must be related directly to the teaching assignment.
2. Placement of instructors on the salary schedule under the provisions of this Section shall be limited to those instructors who meet all of the following provisions:
 - a. The principal teaching assignments must be in the occupational/vocational programs or classes as defined by the District.
 - b. The teaching assignment in the occupational/vocational program must be in excess of fifty percent (50%) time as defined by the District.

- c. All pre-employment work experience must be verified on official letterhead stationery of the employer. The verification statement must include the dates of employment and the specific nature of the duties performed. Self-employment statements must be notarized. The Director, Human Resources may require additional verification evidence.
- d. Pre-employment work experience for salary schedule credit must be approved by the appropriate administrator and the Chief Human Resources Officer.
- e. Vocational teaching time used for student teaching credit may not be used for salary schedule credit.
- f. Less than half-time employment shall not be credited for salary schedule placement. Half-time or more than half-time may be credited as follows: Two (2) years of part-time experience equals one (1) year of full-time experience.
- g. Credit for pre-employment vocational/occupational experience may be granted only upon initial salary schedule placement.
- h. A maximum of three (3) years salary schedule credit for pre-employment vocational/occupational experience may be granted as follows:
 - (h-1) 2-3 years full-time experience = 1 year of credit.
 - (h-2) 4-5 years full-time experience = 2 years of credit.
 - (h-3) 6-9 years full-time experience = 3 years of credit.

D. Placement Schedule for Contract Faculty

1. Class I - Bachelor's Degree OR a Community College Instructor's credential (partial fulfillment) OR equivalent in a vocational/occupational subject area OR a professional license/credential in the subject area.
2. Class II - Bachelor's Degree plus forty-two (42) Carnegie units; OR Master's; OR Community College Instructor's credential (fully satisfied) OR equivalent in a vocational/occupational subject area; OR a professional license/credential in the subject area and 2 years or more of work experience in the subject area.
3. Class III - Bachelor's Degree plus fifty-six (56) Carnegie units and Master's; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area, plus 60 Carnegie units (lower

- division, upper division, or both), eight (8) Carnegie units of which may be approved work experience in the subject area; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area plus Associate Degree; OR a professional license/credential in the subject area plus 60 Carnegie units (lower division, upper division, or both), eight (8) Carnegie units of which may be approved work experience in the subject area; OR a professional license/credential in the subject area plus Associate Degree.
4. Class IV - Bachelor's Degree plus seventy (70) Carnegie units and Master's; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area plus Bachelor's Degree, plus twenty-eight (28) Carnegie units of either upper division or graduate work; OR a professional license/credential in the subject area AND a Bachelor's Degree, plus twenty-eight (28) Carnegie units of either upper division or graduate work.
 5. Class V - Bachelor's Degree plus eighty-four (84) Carnegie units and Master's OR Earned Doctorate; OR Community College Instructor's credential (fully satisfied), in a vocational/occupation subject area, AND a Bachelor's Degree plus fifty-six (56) Carnegie units including the Master's Degree AND four (4) years of verified work experience in subject area; OR a professional license/credential in the subject area AND a Bachelor's Degree plus fifty-six (56) Carnegie units including the Master's Degree AND four (4) years of verified work experience in subject area.

E. Adjunct Salary Placement

1. On the effective date of the schedule, all instructors shall be placed on the salary schedule according to their previous experience in the Glendale Community College District. Placement and step progression on this Salary Schedule shall be based exclusively on experience as an academic employee in the District. For purpose of all adjunct faculty salary step increases, adjunct faculty members may earn up to 3 semesters credit-per-year on the salary schedule in Fall, Spring, Winter and Summer. Step 2 becomes effective the fifth semester of service at the College. Step 3 becomes effective the ninth semester at the College. Step 4 becomes effective the thirteenth semester of service at the college. Step 6 (beginning 2005-2006) becomes effective the twenty-first semester at the College. Such service need not be consecutive.
2. To qualify for Class II, the instructor must have earned a Bachelor's Degree OR have had at least six (6) years of verified occupational experience in the field in which he/she is instructing.
3. To qualify for Class III, the instructor must have earned a Master's Degree or an equivalent or higher degree, OR have earned a Bachelor's Degree

and have had at least nine years of verified occupational experience in the field in which she/he is instructing.

4. To qualify for Class IV, the adjunct instructor must have earned a Master's Degree plus 14 additional Carnegie units OR have earned a Bachelor's Degree and have had at least twelve years of verified occupational experience in the field in which instruction is given.
5. Sick leave for adjunct faculty who have exceeded their accumulated sick days shall be handled by a per diem (Daily Rate Calculation) in the same manner as currently used for full-time faculty.
6. Advancement on this salary schedule shall be in accordance with Article VIII Salaries-Section 10 - Advancement on the Salary Schedule.

Section 10. Advancement on the Salary Schedule

The class advancement options described in this section shall be available to all faculty.

A. Credit toward Advancement

Credit toward advancement on the salary schedule starts with the Bachelor's Degree. No additional Carnegie units taken prior to the date of completion of the Bachelor's Degree may be counted.

For the purpose of step advancement, semester credit shall be given for courses that are six weeks or more. Semester credit shall also be given if an employee works more than 16 hours for courses that are less than six weeks long or on other assignments that are not considered ancillary activities as defined in Article VIII Section 16 E (Adjunct Faculty Ancillary Activities Stipends).

B. Service Advancement

All contract employees except those at the maximum in their Class shall advance one step for each year of service in accordance with the provisions of this Agreement. Adjunct faculty may receive a semester credit for teaching/counseling during the Fall, Spring, Winter Intersession or Summer Intersession, but may only accrue 3 of these semester credits in a single fiscal year toward step advancement.

C. Class Advancement for Contract Employees

Advancement into the following classes on the salary schedule shall be based upon the criteria:

1. Class II - Bachelor's Degree plus forty-two (42) Carnegie units; OR Master's; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area OR a professional license/credential in the subject area plus 2 years work experience in the subject area.
2. Class III - Bachelor's Degree plus fifty-six (56) Carnegie units and Master's; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area, plus sixty (60) Carnegie units (lower division, upper division, or both), eight (8) Carnegie units of which may be approved work experience in the subject area; OR Community College Instructor's credential (fully satisfied) in a vocational/occupational subject area plus Associate Degree; OR a professional license/credential plus sixty (60) Carnegie units (lower division, upper division, or both), eight (8) Carnegie units of which may be approved work experience in the subject area; OR a professional license/credential in the subject area plus Associate Degree.
3. Class IV - Bachelor's Degree plus seventy (70) Carnegie units and Master's; OR Community College Instructor's credential (fully satisfied), OR professional license/credential in the subject area, OR equivalent in a vocational/occupational subject area plus Bachelor's Degree, plus twenty-eight (28) Carnegie units of either upper division OR graduate work, twelve (12) Carnegie units of which may be approved work experience in the subject area after completion of the Bachelor's Degree and after employment in the District.
4. Class V - Bachelor's Degree plus eighty-four (84) Carnegie units and Master's OR Earned Doctorate; OR Community College Instructor's credential (fully satisfied) OR professional license/credential in the subject area, OR equivalent in a vocational/occupation subject area, Bachelor's Degree plus fifty-six (56) Carnegie units including the Master's Degree and four (4) years of verified work experience in subject area, twelve (12) of the Carnegie units may be approved work experience after employment in the District, OR a Community College Instructor's Credential (fully satisfied), OR professional license/credential in the subject area, OR equivalent in a vocational/occupational subject area, AND Bachelor's Degree plus seventy (70) Carnegie units including the Master's Degree and two (2) to four (4) years of verified work experience in subject area.

D. Professional Activities

Professional Growth for Faculty - Faculty may earn credits for advancement on the salary scale through the following leadership, public performance, and publication activities, designed to stimulate scholarship, creativity and professional growth:

1. Major leadership (for the first term of any office) in local, state, or national professional organizations related to college responsibilities (except

internal campus organizations, like the Guild or Senate) - two (2) units for president; one (1) unit for other offices.

2. Public performance (one (1) or two (2) person exhibit), lecture - including faculty lecture series; presentation of paper at regional, state, or national conference; or other professional presentation that advances the state of the art of any technical activity or academic field or that enhances the image of the college, provided that the performance is not part of the employees normal duties (e.g ., classroom lectures, counseling presentations, choir performance, etc.) and that the employee is not otherwise compensated by the college - one (1) unit for each performance, work or activity: limited to two (2) units per academic year.
3. Publication of an article or creative work in a professional or literary journal or of a book (dissertations and papers developed under GCC Faculty Scholarly Research Grant support not applicable) - 1-2 units for articles; 3-6 units for books.

Once the activity is completed, the application is submitted to the Staff Development Advisory Sub-Committee including a Guild Representative for review and approval. Applicants must also submit an information copy of the application to the Vice-President, Instructional Services, or the Vice-President, Student Services, as appropriate.

In the event the applicant disagrees with the decision of the Staff Development Advisory Sub-Committee, applicant can appeal to the appropriate Vice President, whose decision is final.

All units being applied for a class or incremental advancement must have been completed after the date of the previous class or incremental advancement. Units earned through professional service are limited to a lifetime maximum of eighteen (18). Applicants must apply for units during or immediately following the semester in which the activity occurred.

4. Faculty shall have the right to audit Glendale College classes under the following conditions:
 - a. Priority enrollment shall be given to students desiring to take the course for credit. Students shall be accepted over faculty petitioning to audit a credit or non-credit course. Therefore, enrollment for the purpose of auditing is on a space available basis, solely upon the discretion of the instructor. Enrollment for audit may not take place until the second week of the semester. The proper forms shall be obtained from the Office of Admissions and Records.

- b. No fees shall be assessed of faculty taking advantage of this option. All other rules for auditing classes shall be in effect and apply to this provision.

E. Work or Paid Status Requirement

A full-time or part-time employee shall be advanced on the salary schedule whenever she/he has worked or has been on paid status in the District seventy-five percent (75%) of the assigned days during the preceding year. Employees employed for less than half-time shall not participate in salary increments.

F. Course Restrictions

1. All courses must be taken in a college or university accredited by an agency recognized by the Council on Postsecondary Education.
2. No lower division course shall count toward advancement on the salary schedule unless it is one necessary to meet requirements for a credential or an advanced degree; or unless the employee is approved in advance to take such courses by the appropriate Vice President, on the basis that it shall provide new or additional knowledge and skill directly related to the assignment of the employee.
3. Audit courses shall not count toward advancement on the salary schedule.
4. Work to be taken at a foreign university or college must be approved in advance by the appropriate Vice President.
5. Salary advancement credit shall be given only for a grade of "C" or better in those courses for which a grade is given, and "credit" or "pass" in those courses in which a grade is not given.

G. Special Workshops

1. State and county workshops in special subjects, continuing education courses in Spanish, and workshops in Spanish sponsored by recognized community organizations, where there is no local supervision, shall receive credit on the same basis of one (1) unit for sixteen (16) hours of class work, plus sixteen (16) hours outside preparation, or thirty-two (32) hours with no outside work - such classes must have prior approval of the Vice President, Instructional Services.
2. District in-service education workshops, staff development activities and on-campus seminars shall receive credit as approved by the Board of Trustees.
3. Continuing Education Units (CEU) offered by an accredited institution shall earn salary advancement credit based on traditional Carnegie standards described in G.1. above: one (1) unit for sixteen (16) hours of class work,

plus sixteen (16) hours outside preparation, or thirty-two (32) hours in class with no outside work.

H. Unit Restrictions

The District shall recognize for advancement on the salary schedule a maximum of twelve (12) semester units or eighteen (18) quarter units taken from September to June. Credit shall be given for fractional parts of courses. There is no limit on the number of units which may be taken during the summer or while on leave.

I. Filing Requirements

Employees who wish to qualify for a change in salary classification for the current fiscal year may file twice a year. For consideration in the Fall semester the employee must file report forms of completed units with the Office of Human Resources by (October 15). Valid transcripts and/or official letters of certification for verification of reported work must be on file in the Office of Human Resources by (December 15). For the Spring semester the employee must file report forms of completed units with the office of Human Resources by (April 15). Valid Transcripts and/or official letters of certification for verification of reported work must be on file in the Office of Human Resources by (June 15). If not on file by that date credit which may have been allowed on the basis of reports filed shall be canceled retroactively to the beginning of the semester. The units shall not be credited toward advancement on the salary schedule for the semester in which they were earned. Such units shall be credited for the succeeding year, but this shall not cause a reduction in the number that may be taken during that year.

J. Verification Requirements

Verification of the completion of all work must be by college or university transcripts or by an original letter from the registrar of the school concerned.

K. Doctorate

Each regular employee (10, 11 or 12 month) shall be receive two hundred thirty-nine dollars (\$239) per month as listed under Appendix A for an earned doctorate from an institution of higher education accredited by an agency recognized by the Council for Higher Education Accreditation.

L. Summer Work Experience after employment in the District.

Salary schedule credit may be granted to occupational/vocational instructors who have completed a summer work experience program based upon the following criteria:

1. Summer work experience programs must be directly related to the employee's present assignment.
2. Employees must submit a written request for work experience credit including the program plan, the objectives of that plan, and joint employer employee statement as to how these objectives shall be met.
3. Summer work experience programs must provide a substantial increase in the employee's skill, knowledge and understanding of the subject area.
4. Employment must be in an established business enterprise. Self-owned or self-operated businesses are not approved. No credit is granted for District employment.
5. Summer work experience programs may not be concurrent with any District employment.
6. Employment must be at least two consecutive weeks. (One week equals forty (40) hours.) No credit is granted for fractional parts of a week.
7. A maximum of one semester unit of summer work experience may be given for a forty (40) hour week.
8. A maximum of eight (8) semester units of work experience shall be granted per summer.
9. A maximum of twelve (12) semester units may be granted for summer work experience programs for salary advancement.
10. Credit shall not be granted for job experience for which credit was previously granted.
11. The prospective employer must be willing to indicate in writing that she/he knows of the intent and purpose of the summer work experience program and shall cooperate in its implementation.
12. Advancement on the salary schedule is subject to all District salary schedule regulations.
13. Summer work experience programs must have prior approval from a Review Committee consisting of the Vice President, Instructional Services, the Dean, Instructional Services, and the Chief Human Resources Officer. The Review Committee shall determine final credit for summer work experience programs.

M. Lower Division Credit Occupational and Vocational Education

Instructors may be granted credit for lower division courses under the following provisions:

1. Prior approval of lower division course work may be granted by a review committee consisting of the Vice President, Instructional Services, Dean, Instructional Services, and Chief Human Resources Officer.
2. Lower division course work must be directly related to the instructor's current assignment.
3. Approval of lower division course work is subject to all other appropriate salary schedule regulations.

N. Continuing Education, Credit Occupational and Vocational Education

instructors may be granted credit for continuing education courses under the following provisions:

1. Prior approval of continuing education course work may be granted by a review committee consisting of the Vice President, Instructional Services, Dean, Instructional Services, and Chief Human Resources Officer.
2. Continuing education course content must be directly related to the Instructor's current assignment.
3. A written statement verifying the number of required attendance hours must be submitted to the Office of Human Resources with the request for approval.

O. Training Course Credit Occupational and vocational education instructors

may be granted credit for training courses sponsored by recognized business and industrial firms under the following provisions:

1. Prior approval of training courses may be granted by a review committee consisting of the Vice President, Instructional Services, Dean Instructional Services, and Chief Human Resources Officer.
2. A course description or outline of the training program must be submitted to the Vice President, Instructional Services.
3. The content of the special training program must be directly related to the instructor's current assignment.
4. A statement verifying the number of required attendance hours must be submitted to the Office of Human Resources with the request for approval.

5. Approval of training courses is subject to all appropriate salary schedule regulations.

Section 11. Career Increments

Faculty will advance for career longevity increments after reaching the 13th step on the salary schedule after serving three (3) years at each step up to the following terminal limits: Class II (Step 19), Class III (Step 22), Class IV (Step 25) and Class V (Step 31) as indicated on Appendix "A". Each additional longevity step in these columns will be an increase of 2.88%.

Section 12. Long Term Contract Substitutes and Temporary Contract Substitutes

- A. An employee elected to a probationary status following service as a Long Term Contract Substitute or Temporary Contract Substitute shall be given credit in placement on the salary schedule for such service provided that the total of previous experience or other eligible criterion does not exceed the usual allowance for outside employees elected to positions in the District.
- B. Long Term Contract Substitutes and Temporary Contract Substitutes shall be subject to and entitled to all salary provisions as per probationary and permanent employees.
- C. It is recommended that each academic division and organizational unit develop its own "substitute policy" for the fair distribution of opportunities to work as a substitute, and shall publicize its policy to all faculty in that division or organizational unit. In the absence of such a policy, Instructional Division Chairs shall have the authority to assign substitute work in their division.

Section 13. Counselors

Counselors' calendar month salaries shall be determined by their placement on the Instructor's Salary Schedule times the appropriate following ratio:

1. 1st year 1.0000
2. 2nd year 1.0000
3. 3rd year 1.0285
4. 4th year 1.0573
5. 5th year 1.0861

NOTE: The initial placement on this ratio schedule shall be based on years of service in the District.

Section 14. Reading Specialists

The Reading Specialists' calendar month salaries shall be determined by their placement on the Instructor's Salary Schedule times the appropriate following ratio:

1. 1st year 1.0000
2. 2nd Year 1.0000
3. 3rd year 1.0285
4. 4th year 1.0573
5. 5th year 1.0861

NOTE: The initial placement on this ratio schedule shall be based on years of service in the District.

Section 15. Division Chairpersons

A. Division Chairs shall be paid an amount in addition to their placement on the Instructor's Salary Schedule.

DIVISION CHAIR RATES				
EFFECTIVE JULY 1, 2019				
Number of FTE	Released	Annual	Max units/	Max units/
Instructors	Time Per	Stipend	yr. overload	yr. overload
in Division	Year		Pro rata	Hourly
1-15	40%	\$7,756	7	7
16-20	50%	\$10,295	6	6
21-25	60%	\$13,117	5	5
26-30	70%	\$16,219	4	4
31-35	80%	\$19,743	3	3
36-40	90%	0	0	0
41-45	100%	0	0	0

DOCTORATE STIPEND

\$245/month

STUDENT SERVICES DIVISION CHAIR

\$13,117

Updated December 18, 2019

- B. To compute division FTE, count the number of contract faculty (could be fractional) in that division. Add to the count, all units taught on overload and banking, and all units taught by adjunct employees, converted to FTE for that division. All units are as of the first day of classes of the Fall semester. Division Chair load reductions are reviewed and approved each year by the Vice President, Instructional Services.
- C. Division Chairs shall be assigned to a 201 day work year. To calculate the annual salary: take the Chair's placement salary on Appendix A (177 days), add the stipend above, multiply this sum by 1.1 to account for one more month (20 days). To this result, add four (4) more days at a per diem rate (based on the 197 days total).
- D. Released time for divisions with chairs over 80% RT shall be applied to an assistant chair (up to a maximum of 20%).
- E. Division Chairs are limited to the above yearly totals to teach overload beginning with the first summer session for both continuing and newly elected chairs. At the same time, outgoing chairs are released from the above limits. "Overload pro rata" units are taught during intersession only. "Overload hourly" units may be taught during any session.
- F. All other College income will reduce the above overload amounts on a dollar per dollar basis.
- G. The Division Chair may elect to bank up to 20% during each of the fall and spring semesters, subject to the above limitation on "Overload hourly". If a Division Chair elects to use their banked hours, those hours are subject to the above limitation on "Overload Pro rata".
- H. Division Chairs may not opt for a four-day work week.
- I. The Office of the Vice-President of Instructional Services shall coordinate with each Division Chair for coverage while the Chair is on vacation.
- J. The Division Chair for Student Services shall be given released time as indicated in the table below and the corresponding stipend from the table in Section 15-A above. FTE is computed on the first day of classes of the Fall semester, rounded to the nearest whole number.

FTE in Division	1 – 30	31 - 35	36 - 40	41 - 45	46 - 50	51 - 55
Released Time	45%	50%	55%	60%	65%	70%

An additional time (9) duty days are to be assigned. These additional duty days beyond 190 (for a total of 199 duty days) shall be mutually agreed upon

between the Division Chair and the Vice President of Student Services. Compensation for service beyond the 190 days shall be at the same per diem rate of pay (including the Division Chair stipend and the counselor ratio and Doctoral stipend, as applicable.) The Division Chair's released time reductions are reviewed and approved each year by the Vice President of Student Services.

Section 16. Regulations and Salary Rates for Extra-Curricular Coaching, Assistant Athletic Directors, Performing Arts, Released Time/Stipend for Instructional Activities

A. Regulations

1. The acceptance of extracurricular duties shall be voluntary.
2. Extra pay assignments shall require approval by the Board of Trustees.
3. There shall be no more than two (2) extracurricular assignments per employee in any one year without mutual agreement between the appropriate Vice President and employee, when feasible.
4. No coach shall be assigned the head coaching responsibility for more than one major sport per year. Major sports are designated as football, basketball, baseball and track.
5. Coaching and Assistant Athletic Director assignments are established on a five-days per week basis. Depending on athletic contest scheduling, the assignment may extend up to seven-days per week.
6. The pre-fall football coaching assignments shall be paid at the instructional rate, not to exceed twenty-one (21) six-hour days.
7. The members of the Visual and Performing Arts Division involved in performance in addition to the regular class time for the activity may collect a stipend under the following conditions:
 - a. A performance is held outside of the classroom activity during the academic year.
 - b. The maximum amount to be paid per year shall be the amount listed in Table C. This amount may be shared among faculty members participating in the performance area.

B. Salary Rates Coaching and Assistant Athletic Directors

1. Two (2) Assistant Athletic Directors shall be appointed to serve three-year terms of assignment through an application, interview and selection process conducted by an Athletics Department committee with the following members: Associate Dean of Athletics (chair), one (1) Athletics Department classified staff member, one (1) head coach from a women's team, and one (1) head coach from a men's team. The Assistant Athletic Directors shall each receive a stipend equivalent to 10% of Step 5 –

Column III on the Full-time Instructor Salary Schedule. The Assistant Athletic Directors shall be selected from currently employed faculty.

2. Full-time contract teachers who are assigned a head coaching position will receive a stipend of 10% of their annual contract. The Head Football Coach will receive a stipend of 12% of his/her annual contract. When the Head Cross Country Coach is assigned to both the men's and women's teams, he/she shall receive 15% of his/her annual contract. When the Head Track and Field Coach is assigned to both the men's and women's teams, he/she shall receive 15% of his/her annual contract.
3. Adjunct instructors who are assigned a head coaching position will receive a stipend equivalent to 10% of Step 5-Column III on the Full-Time Instructor Salary Schedule.

The Head Football Coach (if adjunct faculty) will receive a stipend 12% of Step 5-Column III.

4. Assistant Coaches will receive a stipend according to the schedule below. Every Head Coach shall provide to the Vice-President of Instruction and to Human Resources a brief, written description of the assignment for each Assistant Coach.
5. The number of Assistant Coaches for each sport may vary each season depending on the number of student athletes participating, the skill set needed for the sport, the expertise of the Assistant Coach and the assignment given by the Head Coach. The total stipend amount shall not exceed the amount listed in the schedule below.
6. The maximum stipend received by an Assistant Coach shall not exceed \$4,688.42 for any one season.
7. If a Head Coach in a sport without an Assistant Coach chooses to have an Assistant Coach, the amount of the combined stipends for the Assistant Coach and the Head Coach shall not exceed 10% of the Head Coach's annual contract.
8. Coaching is a professional ancillary activity and not considered part of the load calculation nor can the coaching duties be added to other duties to reach a total of 67% of a full time assignment. The stipends for coaching assignments are listed below and not to be confused with section 16 E. of this article, "Adjunct Faculty Ancillary Activities Stipends."
9. Stipends shall not exceed the amount in the chart below and may be distributed in partial payments. However, the total amount of the stipend shall be distributed within 45 days of the end of the season.

SALARY RATES COACHING

EFFECTIVE JULY 1, 2019	
ASSIGNMENT OR SPORT	AMOUNT PER SEMESTER
Men's Asst Athletic Director	\$3,531.19
Women's Asst Athletic Director	\$3,531.19
Fitness Center Director	\$4,458.14
Head Football	12% of annual contract
Assistant Football	\$22,074.28
Head Men's Basketball	10% of annual contract
Assistant Men's Basketball	\$5,518.57
Head Women's Basketball	10% of annual contract
Assistant Women's Basketball	\$5,518.57
Head Men's Baseball	10% of annual contract
Assistant Men's Baseball	\$5,121.50
Head Track and Field	15% of annual contract
Assistant Track and Field	\$15,364.50
Head Men's Soccer	10% of annual contract
Assistant Men's Soccer	\$5,121.50
Head Women's Soccer	10% of annual contract
Assistant Women's Soccer	\$5,121.50
Head Men's Tennis	10% of annual contract
Head Women's Tennis	10% of annual contract
Head Cross Country	15% of annual contract
Assistant Head Cross Country	\$10,242.99
Head Volleyball	10% of annual contract
Assistant Volleyball	\$5,121.50
Head Wrestling	10% of annual contract
Head Men's Golf	10% of annual contract
Head Women's Golf	10% of annual contract
Head Women's Softball	10% of annual contract
Assistant Women's Softball	\$5,121.50
Assistant Coach Maximum	\$5,518.57

Updated December 18, 2019

C. Stipends for Performing Arts

SALARY RATES PERFORMING ARTS

EFFECTIVE July 1, 2019	
ASSIGNMENT	AMOUNT PER YEAR
College Choir	3608.11
Vocal Ensemble	2061.61
Chamber Chorale	2061.61
Concert Singers	3608.11
Concert Band	687.61
Jazz Band	2061.61
Community Orchestra	2743.38
Guitar Ensemble	687.61
Vocal Jazz/Show Choir	1372.85
Musical Direction & Conducting	2469.49
Musical Theatre Choreography	2164.19
Dance Production	6863.09
Assistant Choreographer	2803.99
Ballet Assistant	1121.12
Jazz Assistant	1121.12
Modern Dance Assistant	1121.12
Theatre Production	8656.74
Visual and Performing Arts (Costume, Lighting, Sound and Set Design)	11361.97
Updated December 18, 2019	

D. Released Time/Stipend for Special Instructional Assignments

Effective July 1, 2019

Percentage of Released Time per Semester	Stipend Amount per Semester
5%	1031
10%	2060
15%	3089
20%	4119

EMT Coordinator

647

Revised 12/18/19

E. Adjunct Faculty Ancillary Activities Stipends

Ancillary Activities shall include, but not be limited to:

- Curricular Development Projects
- Learning Outcome Assessment Cycle Activities Outside of Contractual Obligations
- Division/Department Activities (not used for flex)
- Governance Activities/Committees
- Accreditation Committees
- Master Planning Committees and Subcommittees
- Program Review Committees
- Academic Senate
- Grant Writing/working on grant
- Advising Student Organizations
- Task Force Assignments
- Preparation and Presentation for Staff Development

Ancillary activities shall not count or be used for purposes of calculating eligibility for full-time, contract or regular status. As stipends for ancillary activities may be considered categorical, these activities will not count or be used for purposes of calculating eligibility for full-time, contract or regular status under the exemption defined in Title 5 section 87604. This exemption shall be defined in materials describing the process by which stipends are awarded as well as on the stipend application form.

1. Ancillary Activities that are undertaken at the request of another college employee, such as a department chair, Division Chair, or Administrator, or undertaken by appointment to a committee by the Senate or the Guild must be authorized by the appropriate vice president and will be

compensated at the non-instructional rate. This compensation will be authorized directly and is not subject to the Ancillary Activities application process, nor will funds be drawn from the Ancillary Activities account. Projects must be authorized by the appropriate vice president before any work is undertaken.

Stipends awarded to perform Ancillary Activities shall not be construed as contributing to the basic load of the Adjunct Faculty member receiving it. It is not to be used to trigger the 67% rule. Stipends should not be awarded to individuals for work that is claimed for flex time.

2. The District agrees to establish an Ancillary Annual Fund of \$50,000 to provide stipends for Adjunct faculty members who elect to undertake projects or activities outside of their regular assignment. Any of the dollars of this fund that are not paid to adjunct faculty for these stipends shall accumulate, allowing the fund to grow, up to a maximum of \$75,000. These projects/activities shall be either one semester or one year in length and shall be referred to as Ancillary Activities. Stipends shall be disbursed in 2-hour increments, paid at the instructor's non-instructional rate, not to exceed \$1,500 per activity.

Adjunct Faculty applying for these stipends shall submit an application to the designee of the Vice President of Instruction or the Vice President of Student Services. Upon submission of the application, a committee of four, composed of a designee of the Vice President of Instruction, a designee of the Vice President of Student Services, one designee from the Guild, and one from the Academic Senate, shall make the final determination of who receives the stipend and how much. Approval of the request shall require a majority of the votes cast by this committee. If the applicant is denied a stipend, the applicant may appeal the decision to the appropriate Vice President and the President of the Academic Senate. The final decision shall not be subject to the grievance procedure.

Applications may be submitted at any time during the year and must be approved and board reported before work is completed. The committee shall make decisions on pending applications in the first week, fourth week and fifteenth week of each semester. Stipends shall be awarded based on merit and established criteria. Once the fund has been expended, no more applications shall be accepted for that year.

Verification of completion of the ancillary activity as outlined in the approved plan shall be submitted to the designee of the Vice-President of Instruction, before June 2 of that contract year for payment to be processed. Those who are denied stipends because the funds have been expended or the application deadline is missed shall have their application considered first the following year.

Stipends awarded to perform Ancillary Activities shall not be construed as contributing to the basic load of the Adjunct Faculty member receiving it. It is not to be used to trigger the 67% rule. Stipends should not be awarded to individuals for work that is claimed for flex time.

Section 17. Paydays

A. 10-Month Employees

Pay warrants for regular contract instructors, librarians, faculty coordinators including specialists and student personnel workers, specified in Section 1 of this Article shall be issued by the first (1st) working day of the calendar month beginning in October and concluding in July with the July warrant (only) to be mailed by U.S. mail to the employee's last known address. The annual salary shall be divided equally among the ten (10) monthly pay periods. Reading specialists may be assigned to a ten (10) month contract in which case the pay periods shall be in accordance with this provision.

All regular contract counselors are considered 10 month employees. Their pay warrants shall be issued by the first (1st) working day of each calendar month, September through July. The annual salary and 10-month doctoral stipend shall be divided equally among the eleven (11) monthly pay periods.

B. 11-Month Employees

Pay warrants for all Division Chairs and other 11-month employees shall be issued by the first (1st) working day of each calendar month September through July. The annual salary shall be divided equally among the eleven (11) monthly pay periods.

C. 12-month Employees

Pay warrants for faculty facilitators shall be issued by the first (1st) working day of each calendar month July through June. The annual salary shall be divided equally among the twelve (12) monthly pay periods. Librarians may be assigned to a twelve (12) month contract in which case the pay periods shall be in accordance with this provision.

D. Direct Deposit

All contract faculty shall have the option of their pay warrants being directly deposited into an account of their choice. Once designation to a particular account is made, it shall continue in subsequent years unless revoked in writing by the employee. All adjunct faculty shall have the option of their pay warrants being directly deposited into an account of their choice provided the following criteria is met: The employee has worked at least one-semester in each of the previous three school years or four consecutive semesters (excluding summer).

E. Underpayment

If a faculty member does not receive their pay warrant or is significantly underpaid on their scheduled payday, the District shall issue the faculty member a check for the unpaid amount within 5 working days of notification, unless the District is unable to adhere to this timeline for the reasons beyond its control. In this case, the District shall work with the Guild on a mutually agreeable solution.

Section 18. Extra Assignments

Regular contract employees specified in Section 1 of this Article with extra assignments (coaches, division chairs, counselors and specialists) shall be paid according to Appendix B3 attached hereto and made a part of this Agreement.

A. Non-Instructional Rate

Regular or Adjunct faculty who outside of their regular agreement perform any of the assignments listed below shall be paid according to the Non-Instructional Assignment Salary Schedule -- Appendix B3

1. Reading and grading placement exams as part of assessment
2. Development of grant proposals
3. Development of curriculum for contract education

Additions to the above assignments can be made upon agreement with the Guild.

B. Faculty Advisors

Faculty Advisors for Internship 50 shall be compensated \$207-per-student who completes the course requirements during the regular semester, up to 14 students.

Faculty Advisors shall receive the \$207.00 compensation-per-student based upon the completion of:

1. A minimum of four meetings with the student;
2. A minimum of one meeting with the employer or placement agency regarding student progress;
3. All student course work/requirements including, but not limited to:
 - a. Student Learning Objectives,
 - b. Final project, paper or journal
 - c. Signed Faculty Advisor Record,
 - d. Signed time sheet from Employer (completing the required hours for the units earned),

- e. Signed evaluation sheet completed by the employer
4. A grade of Credit/No Credit submitted to the Instructor of record

Faculty advisors shall be limited to no more than 5 Student Interns enrolled in Internship 50 during the regular semester. Additional students may be added only with the permission of the Instructor of Record and the appropriate Vice-President or designee.

Faculty members shall not receive additional compensation (other than class loads over 40, which shall be subject to the Large Lecture Formula in Article X) for internship courses or courses with an internship component that have an enrollment of 15 or greater and are part of an instructor's assignment unless specific approval has been given by the Instructor of Record and the appropriate Vice-President or designee. Instead, they shall receive teaching hour credit equivalent to the number of units in the class.

Section 19. Professional Services Agreement

Professional Services is an optional program whereby academic personnel may retire from the District and enter into a contract with the District for certain special assignments to be determined by the District. Participation in the program shall be at the initiation of the employee, and at the discretion of the District, and shall be governed by an individual contract which shall meet the standards of this Program as provided below.

A. Eligibility Requirements

To be eligible to apply for this program, employees must meet the following requirements:

1. Have rendered service for a minimum of ten (10) years with the District.
2. Have been a full-time employee of the District throughout the immediate preceding five (5) years.
3. Have attained age fifty-five (55), but not be older than age sixty-four (64).
4. Have applied on or before June 1 of the year prior to retirement.

B. Terms and Conditions.

Assignments shall be determined as follows:

1. Individuals interested in non-instructional assignments must submit a proposal stating the nature of the anticipated assignment to the

Superintendent/President for review. Final action shall be by the Board of Trustees.

2. Continuing assignments in the Early Retirement Program shall be reviewable on an annual basis. Participants must initiate a request to continue an assignment before the June 1 date immediately prior to the start of the assignment. Final action shall be by the Board of Trustees.
- C. The compensation for participants shall be determined by the District, such compensation to depend upon the nature of the assignment. The District shall pay up to a maximum of five thousand dollars (\$5,000) for assignments of a non-instructional nature.
- D. Health and welfare benefits for Early Retirement Program participants shall be in accordance with the provisions of Article XI, Section 3 and Section 4.
- E. Early retirees no longer contribute to STRS and, therefore, acquire no further service credit toward retirement. The early retiree's retirement allowance shall be computed on the basis of the service he/she had earned to the date of resignation.
- F. Participants shall be independent contractors and not employees of the District.
- G. Early retirees under this program are not covered by workers' compensation and are not reported to the District's carrier.
- H. As an independent contractor, the retiree is responsible for reporting and paying all appropriate taxes on all contract payments.
- I. As an independent contractor, the retiree should determine if she/he qualifies for social security as a self-employed person.

Section 20. Terminated Employees

Any employee who has terminated her/his employment with the District prior to the date of the signing of this Agreement shall not be qualified for any provision of this Article or any other provision of this Agreement.

Section 21. Conference Attendance

An employee may request a paid absence in order to attend a conference or seminar which is directly related to his/her assigned duties. The request must be on the District form. If reimbursement of expenses is desired, the estimated amount shall be indicated on the form. All such requests must be submitted to the Board of Trustees for consideration prior to the conference. In the event such conference is approved, the actual expense of the employee only, not to exceed

the approved initial estimated expenses, shall be reimbursed by the District. An hourly employee attending an approved conference shall be paid for the instructional hours missed while in conference attendance. All required conference attendance on weekends shall be compensated either through "comp. time" for non-instructional employees or through hourly pay for instructional employees. Procedures for claiming such compensation shall include written documentation of weekend attendance.

Section 22. Adjustment of Annual Step Increases on Salary Schedule

The District shall create two separate annual cycles for advancement on the salary schedule. Those employees hired to begin employment in the fall semester shall be advanced at the beginning of the fall semester according to the step advancement schedule. Those employees hired to begin work in the spring semester shall be advanced to the appropriate step on the salary schedule at the beginning of the spring semester.

A faculty member who was hired to begin contract tenure track work in the fall semester cannot count any instructional or counseling work done in summer to qualify for placement into spring semester.

Section 23. Recovery of Money Overpaid to Faculty

In cases where a faculty member is incorrectly overpaid, the faculty member shall be notified by the District within 365 day of the time when the overpayment occurred, and provided with a proposed repayment plan. The faculty member shall have the opportunity to work out an alternative payment plan with the Controller or his designee within 15 days of the notification, or within 15 days of notification by the employee the District. The alternative payment plan must be reasonable. The repayment period for a full time faculty member shall not be longer than the period in which the overpayment occurred, provided the amount of the monthly repayment does not exceed 10% of the full time faculty member's monthly gross income. If the amount of repayment exceeds 10% of the full time faculty member's gross monthly income, the Controller shall extend the repayment schedule by the time necessary to reduce the payment to the 10% threshold. A reasonable plan for an adjunct faculty member shall not be longer than three months for one semester of overpayment and six months for two semesters of overpayment.

Section 24. Definition of Parity

It is the long term goal of the Guild and the District to achieve pay parity between contract instructors and adjunct instructors. Pay parity for contract and adjunct instructors will be achieved when their pay rates are identical during intersessions, and when there are equitable adjunct instructor pay rates during the Fall and Spring semesters.

In recognition of the greater responsibilities required of contract instructors, adjunct instructor pay rates per classroom hour during Fall and Spring semesters will be deemed equitable when they are 87.5% of the pay rates per classroom hour of contract instructors (with the same step, column, and load).

ARTICLE IX EVALUATION PROCEDURES

Evaluation of Faculty

For tenured faculty members, evaluations shall be conducted at least once every three (3) years in accordance with Section 5. Notification that tenured faculty members are to be evaluated in a given semester shall indicate how to appeal the timing of that particular evaluation. If it has been less than three (3) years since the semester in which they were last evaluated, they may request from Human Resources a delay of the evaluation until the end of the 3-year period. This request shall be granted, unless they are provided with written notification as to why their request for delay has been denied, such as that there have been student complaints registered against the faculty member or other indicators of less than satisfactory performance. For the tenured faculty members, evaluations which cannot be completed during the scheduled evaluation year due to the faculty member's approved leave shall be completed during either the Fall or Spring semester of the following year.

For tenure track faculty members, evaluations shall be conducted at least annually in accordance with Section 7. Tenure track faculty members whose evaluations cannot be completed during the scheduled evaluation semester (due to the faculty member's approved leave) may have their evaluation in the spring. However, the original four-year timeline shall be maintained without modification in compliance with federal and state law. Tenure track faculty members shall be deemed to have completed the second, third, or fourth contract year of their tenure track if their Tenure Review Committee agrees sufficient time has been worked during that year to allow for evaluation.

For adjunct and hourly faculty members, evaluations shall be conducted in the first year of employment, and shall be done at least once every three (3) years of employment thereafter in accordance with Section 9.

For temporary contract faculty members, evaluations shall be conducted in the first year of employment in accordance with Section 8.

The above timeframes are not intended to limit or preclude, at any time, observations, and/or suggestions for improvements from the Division Chair or Superintendent/President or appropriate administrator, in accordance with Section 17.

Section 1. Evaluation of Tenured Instructional Faculty Members

The Chief Human Resources Officer shall coordinate an evaluation schedule with the Vice President, Instructional Services. For each tenured instructional faculty to be evaluated, an Evaluation Committee shall be established, composed of the faculty member's division chairperson, a volunteer peer instructor selected by the

faculty member, and the appropriate Vice President, or a designee. All peer evaluators must be tenured and have received a satisfactory rating in their last evaluation. The peer evaluator shall be from the same discipline. If this is not possible, the peer evaluator shall be from the same division as the faculty member being evaluated. The administrator shall serve as Chairperson.

When a Division Chairperson is being evaluated as an instructor, the Committee shall be composed of the Vice President, Instructional Services or designee and a peer selected by the Division Chairperson. Evaluation reports shall be subject to the guidelines of Sections 3, 4, 5 and 6.

The Evaluation Committee shall attempt to assess the faculty member's overall performance, including teaching ability, subject matter competence, participation in campus life, and whether the faculty member meets professional expectations. To this end, the evaluatee shall submit to the committee sample course overviews or syllabi, sample tests, and other material as determined by the division or discipline. In addition, the evaluatee may submit a self-evaluation.

Section 2. Evaluation of Tenured Student Services Faculty Members

The Chief Human Resources Officer shall coordinate an evaluation schedule with the Vice President, Student Services. For each tenured Student Services faculty member to be evaluated, an Evaluation Committee shall be composed of the faculty member's division chairperson, a volunteer peer faculty member selected by the evaluatee and the appropriate Vice President or a designee. All peer evaluators must be tenured and have received a satisfactory rating in their last evaluation. The peer evaluator shall be from the same unit as the faculty member being evaluated. The administrator shall serve as the Chairperson.

When the Division Chairperson is being evaluated as a faculty member, the Committee shall be composed of the Vice President of Student Services or designee and a peer selected by the Division Chairperson. Evaluation reports shall be subject to the guidelines of Sections 3, 4, 5 and 6.

The Evaluation Committee shall attempt to assess the faculty member's overall performance, including teaching ability, subject matter competence, provision of student services, participation in campus life and whether the faculty member meets professional expectations. To this end, the evaluatee may submit to the committee self-evaluation. When appropriate the evaluatee shall submit sample course overviews and syllabi, sample tests, and other material as determined by the division or discipline.

Section 3. Observations and Conferences of Tenured Faculty Members

Each Evaluation Committee member shall conduct as many performance observations as deemed necessary to assess the effectiveness of the faculty member. A two week minimum prior notification of the visits within a two-month

period shall be given. Faculty to be evaluated shall notify the evaluators of dates that observations would not be appropriate due to scheduled tests, videos, or other such exercises. The appropriate faculty evaluation form shall be completed by observers after census and may be forwarded to the other committee members no later than 15 working days before the end of the semester. The evaluation form shall be forwarded to the faculty member and Human Resources by June 30th.

Committee members may consult together periodically to discuss the faculty member's performance and progress. When there are indications from one or more Committee members that the faculty member is not meeting the expected level of performance, assistance and counseling shall be provided. Such assistance/counseling may include, but is not limited to, consulting and advising from Committee members or others; requiring the faculty member to observe other faculty members or engage in independent reading; providing a review of the faculty member's classroom syllabus/program materials . A mentor may also be assigned to create a plan for improvement.

Section 4. Completion of Tenured Faculty Evaluation Cycle

A final evaluation conference between the Committee and the faculty member may be held at the request of any one of the parties involved.

If the majority of the Committee members evaluate and agree that the faculty member's performance is satisfactory and there is no unsatisfactory rating and at least one set of student evaluations has been completed, the evaluation process shall be deemed completed.

If one or more Committee members find that the faculty member's work is "unsatisfactory," the Evaluation Committee, including the Division Chair, shall convene a special meeting of the Committee to attempt to arrive at a consensus. A "Composite Faculty Evaluation Rating Sheet" shall be completed by the Committee as a whole, and the faculty member shall have the right to append a written statement containing his/her views of the situation to the form(s). The current evaluation forms are attached hereto as Appendix "E". Any changes in the forms must be subject to agreement by the Guild and the District. If after completion of the above meetings, a consensus of Committee members concludes with an "unsatisfactory" rating of the faculty member, the reports of all Committee members and the evaluation forms shall be sent to the appropriate Vice President. The Vice President shall convene a meeting with the tenured faculty member, appropriate Division Chair and the evaluation committee. At that time, a mentor shall be assigned by the appropriate Division Chair in consultation with the Vice President to the faculty member to create a plan for improvement and a reevaluation in one year. If one or more of the committee members find the faculty member's reevaluation unsatisfactory, the appropriate Vice President shall immediately notify the Chief Human Resources Officer and the Superintendent/President. A final written decision shall be developed to

determine further action as deemed appropriate, including possible discipline or termination (pursuant to applicable law) and/or reevaluation for the following year. All written records, findings, and reports shall be housed in the Office of Human Resources.

Section 5. Evaluation Calendar - Tenured Faculty

Evaluations of tenured faculty shall be completed during the Spring semester for the academic year for which their evaluation is scheduled.

TENURED FACULTY EVALUATION TIMELINE

Deadline	Evaluation Procedure
By November 1	Office of Human Resources shall notify tenured faculty members scheduled to be evaluated.
By the end of the Fall semester	Faculty member shall contact Human Resources with the name of their designated peer evaluator; committees shall then be formed.
After Spring census but at least 15 working days before the end of the semester	An evaluation observation and assessment shall be conducted by committee members. Student evaluations for classroom duties of faculty or non-classroom duties of Student Services faculty shall be conducted, summarized and forwarded to the Division Chair.
Before the end of the Spring semester	The evaluators shall present the evaluation to the evaluatee. If requested, a final evaluation conference will be scheduled (See Article IX Section 4.)
At the end of the semester (for all non-classroom evaluations) or after grades are submitted	Student evaluation forms shall be returned to the evaluatee.
By June 30 th	The formal evaluation process shall have been completed and documents forwarded and placed in the faculty member's personnel file in the Office of Human Resources. The completed District Evaluation Form(s) shall be forwarded to the faculty member.

Section 6. Evaluation of Tenure Track Faculty Members

The official evaluation process for tenure candidates shall take place according to the provisions contained in this Article and as elaborated in the District Tenure Review Packet, a copy of which shall be given to each faculty member upon his/her employment in the District. Any change in the District Tenure Review Packet shall be subject to the negotiations process between the Guild and the District.

The Chief Human Resources Officer shall coordinate all tenure review activities including training and implementation of the Tenure Review Packet within the provisions of this Article. All written records, findings, and reports shall be housed in the office of Human Resources.

- A. A Tenure Review Committee shall be formed for each tenure candidate as follows:
1. **Composition of the Tenure Review Committee:** The Committee shall be composed of the appropriate Vice President or designee, the Division Chair (Note: In Health Sciences, the Associate Dean acts in the capacity of the Division Chair) or designee and one tenured faculty member.
 2. **Selection of Chair of the Tenure Review Committee:** By the second week of the fall semester, a tenured faculty member shall be chosen as the Chair of the Tenure Review Committee by the Academic Senate and shall fulfill the role of peer evaluator during the candidate's tenure process. This peer evaluator shall be from the same discipline as the tenure candidate unless there are no tenured faculty members within their discipline. In the event no faculty member is available and willing to serve from the same discipline, a peer evaluator shall be chosen from the same division as the tenure candidate. In the absence of a tenured faculty member from the same discipline or division to be assigned as peer evaluator, and only as a last resort, the Academic Senate shall select its member from the District's general faculty pool.
 3. **Addition of a Fourth Member to the Tenure Review Committee:** In the event a "needs to improve" or "unsatisfactory" rating is given a second peer evaluator with voting rights shall be added to the Tenure Review Committee by the Guild in consultation with the tenure candidate and the Tenure Review Committee Chair. The appointment of this peer evaluator shall be for the remainder of the candidate's Tenure Review Committee. The second peer evaluator must be tenured and have received a satisfactory rating in their last evaluation. The second peer evaluator shall be from the same discipline as the tenure candidate, unless there are no other tenured faculty members within the discipline to act in that capacity. In the event no faculty member is available from the same discipline, the second peer evaluator shall be chosen from the same division as the tenure candidate. In the absence of a tenured faculty member from the

same discipline or division to be assigned as peer evaluator, and only as a last resort, the Guild shall select its member from the District's general faculty pool. The four-member committee shall coordinate with the tenure candidate to create a plan that addresses the recommendations in the composite report.

4. Assignment of Mentor: The Division Chair shall appoint with the tenure candidate's approval, a mentor preferably from the same discipline, by the second week of his/her first semester. The mentor shall be a resource person for the tenure candidate and shall be aware of the evaluation procedures and provide assistance to the tenure candidate when necessary. The mentor shall provide assistance to the tenure candidate in the development of the "Three Year Professional Growth Plans" And the "Self Evaluation Reports." The mentor may be invited by the tenure candidate to attend those Tenure Review Committee meetings that are attended by the candidate. The tenure candidate may request a change of mentor at any time in the process.
- B. In-service Training for Members of the Tenure Review Committee: Before beginning their evaluation duties, all committee members shall have completed a District-sponsored in-service training session specifically designed for Tenure Review Committee members. In-service training shall be conducted by the Chief Human Resources Officer and/or the appropriate Vice President, and the President of the Academic Senate or designee. Human Resources shall be responsible for publicizing the in-service training sessions and keeping track of attendees.
1. No faculty members except Division Chairs shall be required to serve on more than one Tenure Review Committee concurrently.
 2. No faculty member shall be required to serve on a tenure committee against his/her will.
- C. Duties of the tenured Review Committee Chair: The Tenure Review Committee Chair shall be responsible for calling initial meetings, for coordinating activities of the committee, representing the committee to the Chief Human Resources Officer, or to any management employees, and for accomplishing other officially designated duties.

Should the Tenure Review Committee Chair fail to submit the completed composite evaluation form to the Office of Human Resources by the first working day of March, the Office of Human Resources shall notify the Senate President of any delinquent of incomplete composite evaluations.

D. Evaluation Criteria

1. In addition to the District Board Policy "Tenure Review Process Policy Statement," criteria to be considered in the official evaluation itself are elaborated in the Tenure Review Packet.
2. Criteria not included in this section or in the Tenure Review Packet shall not be used in the evaluation process nor be a part of the Tenure Review Committee's recommendations.
3. No anonymous material other than student evaluations shall be used in the tenure review process in any form nor shall such materials be referenced in any evaluation or Tenure Review Committee records.
4. No evaluation shall be based upon information unrelated to the candidate's performance as specified in this section, Board Policy, or the Tenure Review Packet. The private life of a tenure candidate, including religious, political, and organizational affiliations, or sexual orientation, shall not be a part of the tenure candidate's evaluation and tenure review process in any manner whatsoever. This rule does not preclude violations of state or federal statutes within or outside of the collegiate setting which address the ability of the individual to serve as a faculty member. The Tenure Review Committee Chair may solicit relevant materials from faculty peers for consideration in the tenure review process if directly related to the evaluation. The tenure candidate shall have the right to respond to negative material that was solicited in this manner prior to its inclusion in the composite evaluation.

E. Due Process Complaints and Procedures:

1. Responsibilities of the Due Process Panel
 - a. The Due Process Panel shall exist to act as a hearing body in the event that a tenure candidate, Tenure Review Committee member or other staff member alleges that a due process complaint should be filed. A complaint may be so filed if it alleges that:
 - i. a tenure candidate is being subject to biased treatment during the tenure review process; or
 - ii. the established Board policy, guidelines and/or time lines are not being adhered to.
 - b. The purpose of the Due Process Panel is to ensure that the tenure process is fair and equitable. The recommendations of the Due Process Panel shall be focused on remedying bias and/or violations of policy procedures, and timelines. The Due Process Panel shall not

decide whether tenure will be granted, must be limited to the tenure process for the specific tenure candidate and must not contradict the collective bargaining agreement.

- c. The Due Process Panel may make recommendations in the following areas:
 - i. changes to the members of the tenure review Committee, including the addition of a fourth member according to the provisions of Section 6, A, 3;
 - ii. adjustments to the schedule or timeline of the tenure process that fall within the constraints of California Education Code and/or;
 - iii. other recommendations related to the tenure process.
2. During the Fall Semester of each academic year, the Guild, the Academic Senate, and College Administration shall each appoint two (2) persons to a Tenure Review Due Process Pool for the following academic year. Human Resources shall solicit appointments from the three groups for their respective representatives at the start of the academic year. The pool shall then elect its chair. All members of the Due Process Pool shall be provided with training specific to due process procedures. Training shall be coordinated jointly by the Guild, the Academic Senate, and Human Resources
3. In the event of a Due Process Complaint, the Due Process Panel shall be appointed by the chair of the Due Process Pool. This panel shall consist of one representative each from the Guild, Academic Senate, and the College Administration, to serve as a hearing body.
4. The party filing the complaint shall provide a written statement specifying the charges of the alleged bias or procedural violation. The complaints shall be filed in written form and submitted to the Chief Human Resources Officer who shall forward the complaint and any additional relevant documentation to the candidate, Due Process Pool chair, the appropriate Vice President, the Guild President, the Senate President, and the tenure candidate's Division Chair. All requests for additional information by the panel must be submitted in writing to the Chief Human Resources Officer who shall respond as appropriate.
 - a. If the Chief Human Resources Officer is part of the complaint, the complaint shall be filed directly with the pool chair who shall then notify the appropriate Vice President, the Guild President, the Senate President, and the tenure candidate's Division Chair.

- b. Due process complaints shall be filed before the end of the semester in which the evaluation is scheduled to be completed. If an untimely complaint is raised, the person filing the complaint must demonstrate why he or she could not have reported the alleged violation in a timely manner. The panel shall then make the final decision concerning this matter.
5. The college Due Process Pool chair shall direct the three-member Due Process Panel as specified in Section 6, E 3, to act on the complaint.
- a. The Due Process Panel shall examine the complaint(s), meet with members of the Tenure Review Committee individually or as a group and other persons deemed necessary, and shall confer with the respective tenure candidate.
 - b. The Due Process Panel shall not be required to conduct a "trial-type" evidentiary hearing.
 - c. All discussions, deliberations and/or information in writing or otherwise regarding an issue brought before the Due Process Panel shall not be shared with anyone unless they are directly involved in the process.
 - d. Decisions to include others on a need-to-know basis shall be made by the panel.
 - e. Unsigned materials shall not be considered.
 - f. Any person against whom allegations are made within the due process procedure has a right to examine the allegations and respond accordingly.
6. Except by agreement of the Tenure Candidate, the Guild President, and the Senate President, the Due Process Panel shall, within 21 working days following the filing of a complaint as specified in Section 6, E-4, render its findings and recommendations in a written report to the appropriate Vice President, the Chief Human Resources Officer, the Guild President, the Senate President, the Division Chair and the Chair of the Tenure Committee with a copy to the tenure candidate and the original party filing the complaint. In addition, copies shall be sent by certified mail to the tenure candidate and the original party filing the complaint.
- a. Any of the recipients listed above may request a review of the report, to be done by those members of the Due Process Pool not part of the original Due Process Panel. Within 10 working days of this request, the result of the review shall be issued, either accepting the original report or directing the original Due Process Panel to reconsider their report. If directed to reconsider their report, the Due Process Panel shall issue a final report within 10 working days.

- b. If the report unanimously finds the complaint to be valid, the appropriate Vice President shall, in a timely manner, direct the implementation of the recommendations contained in the report. If replacement(s) to the tenure review committee is/are made, the names of the replacements shall be submitted to Human Resources within 15 working days.

- i. If the Due Process Panel recommends that the peer evaluator/chair of the tenure committee be replaced, the Academic Senate shall make a new appointment to the tenure committee. The new peer evaluator/chair shall be from the same discipline as the tenure candidate, but if there is no other tenured faculty member in the discipline or if the Due Process Panel finds extenuating circumstances which preclude faculty members in the same discipline from serving as peer evaluator/chair, then the peer evaluator shall be chosen from the same division. If the Due Process Panel finds extenuating circumstances, the panel shall send a written explanation of this finding to the Guild President and the Senate President.

If the Due Process Panel recommends the replacement of the administrator, the replacement shall be the purview of the administration.

If the Due Process Panel recommends the replacement of the Division Chair consultation between the Senate and the Guild will be made for the replacement.

- c. In all cases the complaint(s) along with any findings and recommendations of the panel shall be forwarded to the Board of Trustees by the Superintendent/ President at the time the appropriate Vice President makes his/her recommendations regarding the employment status of the candidate. Copies of all recommendations shall be transmitted to the Chief Human Resources Officer prior to any Board action.
- F. Before presenting the evaluation report to the evaluatee, the Tenure Review Committee shall meet and prepare a "composite report" of the findings of the committee. This report along with any relevant documents shall be presented to the evaluatee no fewer than two working days prior to the Tenure Review Committee meeting. At that meeting, the tenure candidate shall sign the Composite Evaluation form and append a written response within one week. The Composite Evaluation, Three Year Plan, Self Evaluation and any Response to Student Evaluation forms shall be forwarded to the Office of Human Resources. Copies of any other written material forwarded to the Office of Human Resources shall also be given to the tenure candidate. In the event of a negative evaluation ("needs to improve" or "unsatisfactory"), the

evaluatee shall have the right to review individual evaluation reports supporting the decision.

- G. A recommendation based on the evaluation shall be made by the vote of the Tenure review Committee
1. A termination recommendation at the end of year one is by unanimous decision (3-0) only.
 2. If a tenure candidate receives a “meets expectations” in year one and is deemed by the committee chair to be at risk to receive a “recommendation for termination” in year two the committee chair shall notify in writing the tenure candidate, mentor, and Guild President that a fourth member will be added to the committee under the guidelines of this article. The committee chair shall convene a meeting prior to the end of the Fall semester with the tenure candidate, mentor, and all four committee members to discuss and implement an improvement plan. A “recommendation for termination” at the end of the second year shall only be possible provided the above time frame has been met and the efforts outlined in the improvement plan have been evaluated. The vote for such recommendation must be 3-1 or 4-0. If a “recommendation for termination” is made, then a March 15th notice may be issued by the District, but shall be rescinded prior to the end of the Spring semester should the committee determine that significant improvement has occurred. The committee vote for “significant improvement has not occurred and the recommendation for termination stands” must be 3-1 or 4-0.
 3. A termination recommendation at the end of year two is by a majority vote of 3-1 or unanimous vote of 4-0 only if a tenure candidate receives a “needs to improve” or “unsatisfactory” recommendation in year one.
 4. There is no termination option at the end of year three.
 5. A termination recommendation at the end of year four is by unanimous vote of 3-0 or 4-0.
- H. A decision to grant tenure shall be based on a vote of 3-0, 4-0 or 3-1, depending on the size of the committee. Consideration shall be given to input from each tenure candidate’s Division or Discipline prior to a decision being reached. The vote shall be in the discipline if there are three or more full-time, permanent faculty in the tenure candidate’s discipline. The vote shall be by the division if there are fewer than three full-time, permanent faculty in the tenure candidate’s discipline.
1. Before the Tenure Review Committee makes a final decision regarding either the termination or tenure of a tenure candidate, the Tenure Review Committee Chair shall request a "vote-of-confidence" from the Division or

Discipline, as appropriate. In a meeting of only tenured, permanent faculty, discussion leading to a "vote-of-confidence or non-confidence" shall be held. The Tenure Review Committee Chair shall conduct this meeting.

2. The results of this vote shall be forwarded to the Tenure Review Committee and shall be considered as a recommendation;
 3. The written final composite evaluation by the Tenure Review Committee, written in summary form, shall be made available to the evaluatee.
- I. In the event that a tenure candidate resigns before the tenure review materials are submitted to the Board of Trustees, the only material to be placed in the faculty member's personnel file shall be the last completed composite evaluation.
 - J. The Tenure Review Committee shall make its recommendation regarding the continued employment or tenure status of the tenure candidate to the appropriate Vice President and all materials involved in this recommendation, pursuant to this Article, shall be in writing. Only these written materials together with the appropriate Vice President's written recommendation shall be presented to the Superintendent/President and the Chief Human Resources Officer. If the Superintendent disagrees with the findings, a report shall be sent to the Tenure Review Committee supporting that position. The Superintendent/President shall forward the Tenure Review Committee's final recommendation along with his/her comments to the Board of Trustees for its action. The decision by the Board of Trustees is final and non-grievable except as defined in Education Code §§ 87607 to 87611.
 - K. After the Board of Trustees has acted, only those materials presented to the Board shall be placed in the faculty member's personnel file. All other materials produced by the Tenure Review committee shall be given to the faculty member.

Section 7. Evaluation Calendar - Tenure Candidates

The first evaluation for the spring and fall hires shall be in the fall of their first year and the last evaluation for the tenure process shall be in the fall of their fourth year.

Tenure Candidate Evaluations

Faculty	Time Period
Tenure Candidates Instructional Faculty	Fall*
Tenure Candidates Student Services Faculty	Fall*

- A. By the end of the second week of the Fall semester, all tenure candidates shall be notified of the names of their Tenure Review Committee members. Spring hires shall be assigned a mentor by the second week of their first semester.
- B. The student evaluations for classroom duties or non-classroom duties for Student Services faculty shall be conducted after census and not later than 15 working days before the end of the fall semester.
- C. The Tenure Review Committee shall conduct classroom or non-classroom observations after census and before final exams begin.
- D. A final evaluation conference shall have been conducted, a composite evaluation summary prepared and reported to the evaluatee, and student evaluation summaries returned to the evaluatee by the second week of the spring semester.
- E. The formal evaluation process shall have been completed by the first working day of March, and documents forwarded to files in the Office of Human Resources. During the final semester of the Tenure Review Process, the Tenure Review Committee shall conduct the Division review of the evaluatee and make a recommendation for Tenure. The decision to grant tenure shall be made in the spring of the final year of the Tenure Review Process. Official tenure status shall be effective the beginning of the subsequent fall semester.
- F. The schedule of time lines within which the evaluation and tenure review process shall occur are elaborated within the Tenure Review Packet. While these time lines are not meant to be understood or interpreted as rigid and absolute, they are essential to a fair, professional, and objectively administered process. To provide needed flexibility the written time lines shall be adhered to within a period of five working days before and/or five working days after the stated times and dates, except for the conditions specified in Section 6.
- G. In the event of unusual or unforeseen circumstances that might cause the Tenure Review Committee to be unable to adhere to the time line schedule (specified in Section 7), and the Tenure Review Packet, the Tenure Review Committee Chair, after conferring with the tenure candidate, shall submit a written request to change the time line schedule, along with the tenure candidate's comments, to the appropriate Vice President and to the Chief Human Resources Officer. This request should outline the reasons and conditions for the request. The appropriate Vice President shall respond to the Chair's request within two working days stating reasons for either granting or denying the request. A copy of this written response shall be delivered to the tenure candidate and shall be entered in that faculty member's personnel file in the Office of Human Resources.

Section 8. Evaluation of Temporary Contract Faculty Members.

The official evaluation process for temporary contract faculty shall take place according to the provisions contained in this Article and as elaborated in the District Tenure Review Packet, a copy of which shall be given to each faculty member upon his/her employment in the District. Any change in the District Temporary Contract Faculty Evaluation Packet shall be subject to the negotiations process between the Guild and the District.

The Chief Human Resources Officer shall coordinate all temporary contract faculty review activities including training of the evaluation team and implementation of the evaluation process within the provisions of this Article. All written records, findings, and reports shall be housed in the office of Human Resources.

- A. A Temporary Contract Evaluation Committee shall be formed for each temporary contract faculty as follows:
 1. Composition of the Temporary Contract Evaluation Committee:

The Committee shall be composed of the appropriate Vice President or designee, the Division Chair (Note: In Health Sciences, the Associate Dean acts in the capacity of the Division Chair) or designee and one tenured faculty member.
 2. Selection of Chair of the Temporary Contract Evaluation Committee:

By the second week of the fall semester, a tenured faculty member shall be chosen as the Chair of the Tenure Review Committee by the Academic Senate and shall fulfill the role of peer evaluator during the candidate's tenure process. This peer evaluator shall be from the same discipline as the temporary contract faculty member unless there is no tenured faculty members within their discipline. In the event no faculty member is available and willing to serve from the same discipline, a peer evaluator shall be chosen from the same division as the temporary contract faculty member. In the absence of a tenured faculty member from the same discipline or division to be assigned as peer evaluator, and only as a last resort, the Academic Senate shall select its member from the District's general faculty pool.
 3. Assignment of Mentor:

The Division Chair shall appoint with the temporary contract faculty member's approval, a mentor preferably from the same discipline, by the second week of his/her first semester. The mentor shall be a resource person for the temporary contract faculty member and shall be aware of the evaluation procedures and provide assistance to the temporary contract faculty member when necessary. The

mentor shall provide assistance to the temporary contract faculty member in the development of the “Three Year Professional Growth Plans” and the “Self Evaluation Reports”. The mentor may be invited by the temporary contract faculty member to attend those Evaluation Committee meetings that are attended by the temporary contract faculty member. The temporary contract faculty member may request a change of mentor at any time in the process.

B. In-service Training for Members of the Temporary Contract Review Committee:

Before beginning their evaluation duties, all committee members shall have completed a District-sponsored in-service training session specifically designed for Tenure Review Committee members. In-service training shall be conducted by the Chief Human Resources Officer and/or the appropriate Vice President, and the President of the Academic Senate or designee. Human Resources shall be responsible for publicizing the in-service training sessions and keeping track of attendees.

1. No faculty members except Division Chairs shall be required to serve on more than one Tenure Review Committee or Temporary Contract Review Committee concurrently.
2. No faculty member shall be required to serve on a tenure committee or Temporary Contract Review Committee against his/her will.

C. Duties of the Temporary Contract Review Committee:

The Temporary contract Review Committee Chair shall be responsible for calling initial meetings, for coordinating activities of the committee, representing the committee to Chief Human Resources Officer, or to any management employees, and for accomplishing other officially designated duties.

Should the Temporary Contract Review Committee Chair fail to submit the completed composite evaluation form to the Office of Human Resources by the first working day of March, the Office of Human Resources shall notify the Senate President of any delinquent or incomplete composite evaluations.

The Evaluation Committee shall attempt to assess the faculty member’s overall performance, including teaching ability, subject matter competence, participation in campus life and whether the faculty member meets professional expectations. To this end, the evaluatee shall submit to the committee an assessment of strengths and weaknesses in meeting his/her stated goals and professional growth, sample course overview or syllabi, sample tests, and other material as determined by the division or discipline. In cases where a temporary contract faculty member is hired for a tenure track position the following academic year,

the year that he/she worked as a contract faculty member shall serve as his/her first year of the tenure process. No more than one year of credit shall be counted towards the tenure process. The faculty member shall be required to fulfill all the requirements of the first year tenure process. See Article IX, Section 6 and 7 for more information.

The evaluation of temporary contract faculty members does not guarantee temporary contract faculty members any rights to a tenure track position.

Section 9. Evaluation of Adjunct (Hourly) Instructional or Student Services Faculty Members

Evaluation schedules for the adjunct and hourly faculty members shall be coordinated by the Chief Human Resources Officer in cooperation with the appropriate Vice President or designee. Adjunct and hourly faculty members shall be evaluated in the first year of employment, and shall be done at least once every three (3) years of employment thereafter. If there is a break in service of two academic years, the faculty member shall be considered a new employee and shall be evaluated during the first semester of reemployment (or intersession, if the faculty member only works during intersessions). The employee shall maintain their salary placement after returning from a break in service. Evaluations culminate in a written rating report which is retained in the faculty member's personnel file. Adjunct faculty members to be evaluated during a semester shall be notified at least two weeks prior to the visit. Faculty to be evaluated shall notify the evaluators of dates that observations would not be appropriate due to scheduled tests, videos, or other such exercises. Where the faculty member only works in intersessions, their evaluation shall be conducted in an intersession, and the faculty member shall be notified during the first week of the intersession in which they are being evaluated

All evaluation forms for adjunct faculty shall be found in Appendix "E."

Evaluations shall be conducted by the appropriate Division Chairperson, or designee or appropriate administrator, and shall normally be from the same department/division or organizational unit as the faculty member being evaluated. The evaluator shall assess the faculty member's overall performance, subject matter competence, and meeting established performance factors and standards for evaluation. The evaluatee shall submit to the Division Chair, or designee, an overview or syllabus for each course (to demonstrate that the faculty member is teaching the master objectives), a sampling of tests, district self-evaluation form (completion of this form is optional by the faculty member) and other relevant material as determined by the Division Chair or designee. Student complaints or other indicators of less than satisfactory performance can trigger an evaluation at any time.

An adjunct faculty member receiving an overall rating of either "needs to improve" or "meets professional standards" shall, upon his/her written request, be

granted one additional evaluation during the regular six-semester cycle. The additional evaluation shall not change the evaluation cycle itself, which begins with the first evaluation.

The evaluator may conduct as many classroom observations as deemed necessary to assess the effectiveness of the instructor. The District Evaluation Form found in Appendix "E" shall be completed by the evaluator after census and forwarded it to the faculty member not later than 15 working days after the end of the term in which they were evaluated.

For Instructional adjunct faculty members, student evaluations shall be conducted in random classes if the faculty member is assigned more than one course during the term of evaluation, using the approved college forms. For Student Services faculty, student evaluations shall be administered according to individual schedules and services rendered. (See Article IX, Section 10.B for more information.) Student evaluations shall be conducted so as to protect the identity of individual students.

The evaluatee has the right to attach written comments to the student evaluations. Such comments may explain unusual circumstances in the evaluated courses. Student evaluation summaries shall be kept confidential; the data shall be shared only with the faculty member involved, the evaluator and/or Division Chair or appropriate administrators. All original student evaluations shall be returned to the evaluatee at the end of the term or after grades are submitted.

All evaluation data collected shall be forwarded to the Division Chair, or designee, who shall review the information and forward it to the faculty member and to the Office of Human Resources. Evaluation records, including the summary of the student evaluation, shall be retained in the Office of Human Resources and may not be duplicated without the consent of the faculty member.

In the event of an unsatisfactory evaluation, the adjunct faculty member may request an additional evaluation subject to Article II, Section 2.G. For this reevaluation, at least two (2) evaluators shall be selected, including the Division Chair or designee or appropriate administrator(s), and a tenured peer faculty member selected by the Academic Senate. No faculty member may act as a reevaluator if they wrote the original evaluation, unless requested by the evaluatee. All new evaluation data collected shall be forwarded to the appropriate Vice President, who shall review all the evaluation forms and written reports, and provide a final written decision. Any further action deemed appropriate may include, but shall not be limited to, reevaluation the following semester (or term, if the faculty member only works during intersessions) and/or possible loss of future employment. The appropriate Vice President shall also determine whether the unsatisfactory evaluation is to be placed in the faculty member's personnel file.

Section 10. Student Evaluations

Classroom Evaluations

Evaluation by students is a relevant part of the faculty evaluation process. Faculty shall be notified in advance and with mutual consent of the date (with a maximum of three dates) on which the student evaluations shall be administered. No student evaluations should take place before census.

Students shall write the faculty member's name on the form, the current forms are attached hereto as Appendix "E". Any changes to the form must be subject to agreement by the Guild and the District.

- A. The District shall implement the student evaluation process for each instructional faculty member under review. The faculty member being evaluated shall not be present for the survey.

STUDENT EVALUATIONS

Faculty	Time Period	Procedure
Adjunct Faculty	Fall/Spring	See Section 9
Adjunct Faculty who only work during intersessions	Intersession	See Section 9
Tenure Track Faculty	Fall	See Section 7
Tenured	Spring	See Section 5
Temporary Contract Faculty	Fall	See Section 8

- B. Student Evaluations for Student Services faculty members shall be distributed by Student Services staff to each student at the completion of an appointment or other meeting with each student. A minimum of fifty (50) evaluations or 30 percent proportion of a full time assignment shall be distributed, whichever is less.
1. Students shall complete the evaluation form in the reception area away from the faculty.
 2. Students shall place the completed evaluation form in a secured box.
 3. Student evaluations shall be conducted anonymously so as to protect the identity of individual students.
 4. When a Student Services faculty member is evaluated for classroom performance, the process will follow the instructions in section 10. C. below.

- C. Student Evaluations for Instructional faculty members shall be conducted online only in classes taught by the evaluatee that do not have any face-to-face meetings (or do not meet face-to-face beyond the census date for the class) or to evaluate learning experiences (such as interactions with librarians, specialists, and counselors) that occur entirely in an online environment. In all other cases, student evaluations for instructional faculty members shall be completed on the College forms and administered by a staff member from Instructional Services or a student volunteer appointed by the faculty member. The forms shall be placed inside the designated drop box in the Instructional Services Office. The Instructional Services' Office shall be responsible to summarize the forms. For tenure track faculty members evaluations shall be forwarded to the Chair of the Tenure Review Committee. For tenured, adjunct and temporary contract faculty members the evaluations shall be sent to the appropriate Division Chair or designee, who shall review the information and forward it to the faculty member and to the Office of Human Resources within timeframes identified.

Student evaluation summaries shall be kept confidential; the data shall be shared only with the faculty member involved, the review committee, the appropriate Division Chair (Note: In Health Sciences, the Associate Dean acts in the capacity of the Division Chair), and appropriate administrator. The Student Evaluation data for tenure track faculty shall remain the property of the Chair of the Tenure Review Committee during the tenure review process. All student evaluation summary forms shall be retained in the Office of Human Resources. A copy of the student evaluation forms may be retained in the Division's Chair office

When a faculty member's work is deemed unsatisfactory the appropriate administrator may retain a copy of the student evaluations in their office until the next evaluation cycle. The original evaluations shall be returned to the evaluatee in the term after the evaluation has been conducted and after grades have been posted. A summary of the student evaluations shall be retained in the personnel file in the Office of Human Resources. The evaluatee may append a statement of clarification regarding the student summary. The evaluatee may have the option of having the individual student evaluations included in his/her personnel file along with the summaries.

Other than for the circumstances described above, additional copies of the student evaluation forms shall not be retained in any other College office.

Section 11. Division Chair Administrative Evaluation

Division Chairs shall be evaluated in both their areas of responsibility (i.e. Chair and faculty). In their role as faculty member, they shall continue to be evaluated on their normal three year cycle. In addition, each Division Chair shall be evaluated for their Chair responsibilities on the third year of each five year term that they serve.

The Chief Human Resources Officer shall coordinate the Division Chair evaluation schedule with the appropriate Vice President. An Evaluation Committee established to evaluate the Division Chair shall be composed of a Division Chair selected by the evaluatee, who shall serve as Chair of the Evaluation Committee, a full time faculty member and an adjunct faculty member from the Division Chair's division approved by the Division Chair and appointed by the Guild/Senate, and a classified staff member approved by the Division Chair and appointed by the CSEA.

The Evaluation Committee shall assess the Division Chair's overall performance by completing the Division Chair Administrative Evaluation form. The Chair of the evaluation committee shall complete the composite Division Chair Administrative Evaluation form and submit the composite form to the Division Chair's immediate supervisor. All other supporting documents will be destroyed by the Chair of the evaluation committee. The immediate supervisor shall then, after discussion with the Chair of the evaluation committee, complete the assessment of the evaluatee on the Immediate Supervisor form. He/She shall then forward the completed form and the committee's composite evaluation to the appropriate Vice President who shall review the evaluation before placing it in the Division Chair's file in the Office of Human Resources. The evaluatee shall have the right to append a written statement containing his/her views of the evaluation before the evaluation is submitted to the Office of Human Resources.

Section 12. Faculty Involvement in Administrative Evaluation

Administrative evaluation and procedures shall be a matter of Board Policy and Administrative Regulations of the District. The Board policy and procedures shall be developed in consultation with the Guild and the Academic Senate and shall provide for representative faculty involvement in the evaluation process, excluding the Superintendent President, who is evaluated by the Board. Any changes to the Board Policy and Administrative Regulations once adopted shall be made in consultation with the Guild and the Academic Senate.

Section 13. District Enforcement/Disciplinary Action

It is mandatory that each faculty member use the Glendale Community College E-mail system to receive official notices and communication from administrators and their Division Chair. Such notices and communications shall be identified in a different manner than routine emails. Each faculty member must use the College Website to access and submit rosters.

The faculty member is responsible for meeting timelines for Census and Grade Rosters in accordance with the District policy, the California Community College Chancellor's office, and Title 5 of the California Education Code. Any faculty member who fails to meet the specified timelines shall be subject to enforcement/disciplinary action.

1. Full Time Faculty

- a. The first time a faculty member fails to submit their Census roster and/or Grade roster, or Positive Attendance Summary (PAS) by the established deadline, the District shall issue a warning notice to the faculty member, Division Chair, Division Dean and the appropriate Vice President. The notice shall not be placed in the faculty member's personnel file.
- b. If the faculty member fails to respond to the warning within seventy two hours, the notice shall be placed in the faculty member's personnel file.
- c. The faculty member shall have to submit either roster in the Admissions and Records Office or in the case of Non-Credit faculty, it shall be submitted to the Administrative Dean, Continuing and Community Education.
- d. If the faculty member demonstrates a pattern of tardiness, two sessions in the previous two years, in getting their Census roster and/or Grade roster, or PAS submitted on time, then the faculty member shall earn a "Needs to Improve" in the appropriate criteria during the next evaluation.

2. Adjunct Faculty

- a. The first time a faculty member fails to submit their Census roster and/or Grade roster, or PAS by the established deadline, the District shall issue a warning notice to the faculty member, Division Chair, Division Dean and the appropriate Vice President. The notice shall not be placed in the faculty member's personnel file.
- b. If the faculty member fails to respond to the warning within seventy two hours, the notice shall be placed in the faculty member's personnel file.

The faculty member shall have to submit either roster in the Admissions and Records Office, or in the case of Non-Credit faculty, it shall be submitted to the Administrative Dean, Continuing and Community Education.
- c. If the faculty member demonstrates a pattern of tardiness, two sessions in the previous two years, in getting their Census roster and/or Grade roster, or PAS submitted on time, the Division Chair shall do one of the following:
 - a. Not award an "exceeds" on the faculty member's next evaluation.
 - b. Not hire the faculty member for the next term.

Section 14. Personnel Files

Information of a critical or derogatory nature shall not be entered into a faculty member's personnel file until the faculty member has been notified and given the opportunity to discuss the matter with the responsible administrator. If the item is then placed in the file over the objection of the faculty member, the faculty member shall have the right, within ten (10) working days, to also have included in the file her/his rebuttal to the item in question.

If the faculty member believes that the item is inappropriate, she/he may seek review and request that the item not be entered into the file, as follows:

- A. The faculty member may first seek a recommended disposition from the appropriate Division Chair.
- B. Whether or not the faculty member has sought the Division Chair's or appropriate administrator's view, and regardless of the substance of the recommendation, the faculty member may appeal the matter to the Superintendent/President. In order to be considered, this appeal must be filed within twenty (20) working days after the faculty member was notified of the item. The Division Chair's recommendation, if any, shall be attached to the appeal. The Superintendent/President shall make the final administrative determination within twenty (20) working days as to whether the material is to be entered into the file or excluded as inappropriate.
- C. If the faculty member wishes to contest the matter further, she/he is entitled to present the matter to the Board of Trustees (in closed session) for final determination. In order to be considered, this appeal must be filed through the Superintendent/President's Office within ten (10) working days after the faculty member received the Superintendent/President's decision. The issue before the Board shall be whether the faculty member has demonstrated that the material is inappropriate. The Board shall make its determination within thirty (30) working days.

When dealing with Non-District persons or agencies, the District shall not furnish personnel file documents or copies, or permit physical access to personnel files, except upon permission from the faculty member or upon legal process. The District personnel who have access to personnel files are limited to the appropriate administrator or Division Chair, and the Superintendent/President. The faculty member shall be notified of any such action, unless the legal process requires otherwise.

Section 15. Released Time Evaluation

Any evaluation done in relationship to any released time or extra pay assignment shall be applicable only to the specific task being evaluated and shall in no way impact on the faculty member's status within the District.

Section 16. Joint Evaluations

If a faculty member other than the Division Chair is designated to perform the classroom observation portion of a faculty evaluation (full- or part-time) it is understood that the designated faculty member shall participate in preparing and co-sign the final evaluation before it is sent to the evaluatee . It is understood that in certain situations that there may not be perfect agreement between both the designated faculty evaluator and the Division Chair regarding the summary

evaluation to be submitted. In those cases, the Division Chair's evaluation will take precedence and the contrary opinion of the designated faculty evaluator will be noted.

Section 17. Miscellaneous

The above procedures are intended to deal with competency and overall performance effectiveness rather than with violations of law or instances of misconduct.

The above procedures are not intended to limit or preclude, at any time, observations, and/or suggestions for improvement from the Division Chair, Superintendent/President or appropriate administrator.

Grievances arising under this Article shall be limited to a claim that the procedures of this Article have not been complied with and shall not contest the standards or judgments of the evaluators or the District.

ARTICLE X CLASS SIZE

The language in this article applies to traditional, online, and hybrid classes.

Section 1. Minimum Class Size

- A. The minimum class size of 15 students shall apply to all credit lecture and laboratory classes, unless the District in its discretion waives the requirement. Examples of reasons for such waivers are: courses required for graduation or for a major or career subject area, or for required licenses or permits; courses based upon periodic need, limited classroom or laboratory facilities, geographic location, experimental or pilot programs, or legal mandates; and independent study, seminar, colloquia, coordinated instruction systems classes and classes by arrangement.
- B. The minimum class size for fee classes, summer, and winter intersession may be adjusted periodically by the Board of Trustees.
- C. The minimum class size for “Team Taught Classes” shall be 15 students per assigned instructor.

Section 2. Maximum Class Size

- A. The maximum class size shall be subject to limitations inherent in the nature of the class, the size of room, the number of available student stations and equipment, the safety of students, and budgetary considerations. The maximum class size considering the above criteria shall be determined by the District upon consultation with the Division Chairs and entered in the Course Dictionary. For any given academic term, the District shall not, in scheduling classes, establish seat loads for classes in excess of the class sizes in the then current Course Dictionary except upon agreement with the appropriate Division Chair.
- B. The maximum seat load for a team taught class shall be 27 times the number of instructors. Team taught classes are not subject to the Large Lecture Class Formula below.
- C. All lecture classes loaded at 41 or above shall be subject to the Large Lecture Class Formula.

Section 3. Large Lecture Classes

- A. Large Lecture courses shall be made subject to the Large Lecture Class Formula as shown below, so that the instructor receives additional teaching load unit credit based upon the number of students enrolled as of census. For noncredit courses, the additional teaching load unit credit shall be based upon

the average number of students attending during the class sessions for the whole term or semester. The lecture courses to be made subject to this formula shall be pre-approved by the District by the second submission of the class schedule. Any exceptions to this timeline can only be granted by the Vice President of Instructional Services.

- B. For each class section approved for Large Lecture credit, the District may establish a target number of units that can be earned. That target number will be communicated in writing to both the Division Chair and instructor by the appropriate Dean. The actual maximum numbers of units awarded shall not exceed that target number by more than one-half unit.
- C. If the actual enrollment in a class subject to the formula falls below the number projected when the instructor's workload was initially assigned, the reassignment provisions of Section 5C of this Article shall apply. If the actual enrollment exceeds the number projected, the District shall either pay the instructor for the number of additional load units under the formula at the established overload rate, allow the instructor to bank the units, or provide an adjusted workload within the following two (2) semesters. In determining which option to use, the District shall give good faith consideration to the preference of the employee.
- D. Adjunct faculty would not be approved for large lecture classes when large lecture credit would cause them to exceed 67% of a load.

Section 4. Large Lecture Class Formula

Each student beyond 40 students in the class shall generate additional teaching load unit credit equal to "the number of teaching hours of the class, divided by 45," with the exception of large lecture courses between 3 and 4 units, and between 50-62 students which shall receive credit as shown in Appendix H.

Section 5. Definitions and Reassignments

- A. The references in this Article to "lecture" or "laboratory" courses or classes refer solely to credit courses or classes so designated in the College catalog, and do not refer to combination lecture-activity classes or lecture-laboratory classes, although it is possible for the lecture portion of a lecture-laboratory class to be made subject to the large lecture class formula. In that case, the formula is applied to the lecture hours only.
- B. This Article provides throughout for various decisions to be made by the District. It is intended to refer to the following process: recommendation by the appropriate Division Chairperson to the appropriate administrator; right of an instructor to appeal administrators' decision to Superintendent/President for final decision; such final decisions are not subject to review through the grievance procedure.

C. If a full-time instructor's normal assigned teaching load is reduced because a class is canceled under Section 1, or because the projected size of a large lecture class subject to the formula in Section 4 is not met, the instructor may be reassigned to any one or more of the following to complete his/her workload:

1. Teach another class with contact hours in a following semester or intersession, which may be assigned by the District to fall any time between Monday through Friday 8:00 a.m. to 10:00 p.m. This is an exception to the normal work week assignment limitations in Article VI Section 1.
2. Curriculum development project;
3. Supervision or consultation with regard to Cooperative Education Work Experience Program;
4. Such other comparable assignment as is deemed appropriate by the District. Such reassignment shall normally be made either immediately or within the subsequent two (2) semesters, but may be extended, in exceptional circumstances, at the discretion of the District.

**ARTICLE XI
HEALTH AND WELFARE BENEFITS**

Section 1. District Contribution

The District shall provide for each qualifying employee hired on a regular contract basis a health and welfare program as follows:

A. One of three:

1. Blue Shield Medical Program (PPO) policy #961767 - to include (a) domestic partner coverage, (\$20 office visit co-pay, \$10 generic/\$15 brand/\$30 non-formulary prescription co-pay) and a premium retro plan. Mail service prescription drug co-pay at \$20 generic/\$30 brand/\$60 non-formulary for a 90 day supply to include dependents, (b) \$500 Deductible per family member with a maximum of two family members, (c) 90% preferred provider and 70% for a non-preferred provider.
2. Blue Shield Health Maintenance Organization (HMO) Plan H51353. \$10 office visit, \$10 generic/\$20 brand prescription drug copay. Mail service prescription drug co pay at \$20 for generic and \$40 for brand for a 90 day supply.
3. Kaiser-Permanente Medical Plan - Group No. 2838-00. (\$10 office visit, \$10 generic/\$20 brand co-pay prescription.). The policy with its provisions shall be attached as part of the master Agreement (Domestic Partner Coverage)

B. A dental plan for the employee and dependents to be provided by the California Dental Service, comparable to Plan 1179.

C. A vision service plan for the employee and spouse/domestic partner to be provided by Vision Service Plan, designated as Plan B, nondeductible.

D. A fifty thousand dollar (\$50,000) life insurance policy for the employee only, subject to ADEA rules.

E. For qualifying employees hired on a contract basis of one-half time or more, but less than full-time, the District contribution shall be prorated upon the ratio that the employee's assignment bears to a full-time assignment. For example, a 60% contract employee shall be given a credit in the amount of 60% of the maximum premium amount paid by the District for a full-time employee's health and welfare benefits. The partial contract employee's benefit package must include the same coverage items as that of a full-time employee. If the resulting premium amount is greater than the credit, the employee shall pay the difference on a tenthly basis. If the resulting amount is less than the credit, the difference reverts to the District. The number of pro-rated contracts

awarded under this Article shall not exceed ten percent (10%) of the total number of full-time contract employees, and the number of pro-rated employees in any division, shall not exceed twenty-five percent (25%) of the number of full-time employees in that division. In the determination of numbers of contracts in each instance above, rounding-off shall be accomplished to the nearest whole number. Infant-care pro-rated contracts shall not count toward the above percentage limitations. For the purposes of this Section, the Student Services employees shall be considered as a division.

- F. All eligible employees should have health coverage in either a District plan or a plan provided through a spouse or domestic partner who does not work for Glendale Community College District. An employee that is eligible for a District-paid health plan and is covered by another through a spouse or domestic partner may voluntarily opt out of the District plan. This employee will be paid the amount listed in the chart below for each month he/she is eligible for a District-paid plan but is not covered.

Number of employees opting-out	Monthly incentive amount
8 or fewer	\$250
9 to 11	\$400
12 to 14	\$500
15 or more	\$550

The employee shall receive the money in a stipend check, and if they do, the stipend will be paid in January and July for the previous six months' accumulation.

To participate in this option, the employee must show proof of coverage from the other health plan and the stipend will be effective on the first working day of the subsequent month. If an employee is receiving this stipend and loses health coverage through his/her spouse or domestic partner, he/she will be required to re-enroll in one of the District's plans on the first working day of the subsequent month of the loss of coverage and the stipend will end in the month of the termination of the other plan. To be re-enrolled in a District plan, the employee must show proof of termination from the other health carrier within 30 days of termination.

Section 2. Adjunct Faculty Health Insurance Buy-in Program

The Glendale Community College District will offer the Blue Shield plans to qualifying adjunct faculty. Coverage in this plan will be subject to the availability of the plan to the District. Part-time employees must qualify and agree to the following requirements to participate.

The Guild and District agree the District's primary responsibility regarding scheduling instructors and classes is to best meet the needs of students and programs. The desires and needs of individual employee's scheduling are naturally subordinate to these priorities.

A. Eligibility Criteria:

1. The employee must have worked at least one calendar year's service (two semesters or one semester and two summer sessions) immediately prior to applying for the District's Blue Shield plan for part-time employees.
2. The employee must meet the state guidelines (which stipulate that an adjunct faculty member may qualify for this benefit if they have a total of a 40% load or assignment after combining all assignments at all Community Colleges) to qualify for the state reimbursement of health insurance at up to 50% of the premium cost.
3. The employee may also meet this 40% load or assignment requirement for the Spring semester, if their annual load is at least 80% by combining their Fall and Spring assignments from the current academic year and they have an assignment at Glendale college in both semesters.
4. Adjunct faculty who have participated in this plan for at least one year may leave it, if they fall below a 40% assignment, for no more than one year and still qualify to rejoin the plan immediately. Adjunct faculty who are not in the employ of the District as a faculty for more than one year must re-qualify in both length of service and 40% of a load or assignment to rejoin the program.
5. Employee must not be receiving health coverage from another employer either directly, as a spouse, a domestic partner, or as a dependent

B. The employee may elect to choose insurance for one party, two party or family coverage, but the cost of the premium must not exceed the employee's expected net pay at the time the policy takes effect. If in a subsequent semester's the cost of the premium exceeds the employee's net pay the employee must pay the District the total expected shortfall for the year within 30 days of notification. Failure to comply will result in District action to terminate the policy.

C. Open Enrollment Periods

1. In the spring semester of 2000, a one-time open enrollment period shall be offered in January and February for insurance coverage beginning on March 1, 2000.
2. Subsequent to this enrollment period, enrollment can only take place at the beginning of a semester with an effective date of coverage on the first day of the month following the start of a semester.

3. Once an employee is eligible to participate in the program, they have thirty days to enroll, or they must wait for the next enrollment period.
4. An eligible employee who chooses not to participate in the program must wait until the next open enrollment period to join the program.

D. Employee Withdrawal from Coverage:

1. Employees who have severed their employment relationship with the District shall have COBRA rights with up to 18 months additional coverage in accordance with State and Federal Law.
2. Adjunct faculty hired as new full-time faculty employees will have their plan converted to the District paid policy.
3. Any employee who has withdrawn from the insurance program (as opposed to an employee who loses their eligibility) but wishes to re-enroll will be required to have worked four consecutive semesters after withdrawal from the program and prior to re-enrollment.

E. Payment of Premium:

1. Coverage will be provided on a calendar year basis. Those employees who start the program in the Fall semester will be covered from the first of the month following the start of the Fall semester through December 31st of that year.
2. An employee who has fulfilled the minimum qualifying criteria at the end of the Spring Semester will be eligible to begin coverage from the first day of the month following the start of the Fall semester.
3. Participating employees must be covered for the Summer months even if not working that session.
4. Payment of premium must be by payroll deduction.
5. The authorization for payroll deduction must be signed by the employee agreeing to comply with the existing requirements and policies of this coverage.
6. The amount of the payroll deduction will be calculated by taking the total premium required for coverage until December 31st and dividing it by the number of regular (Fall & Spring semesters) pay checks, minus one (1) to be received by the employee. For example, for a full year beginning in January, there would be ten pay checks but only nine deductions from the employee's pay checks.

7. Payment of premiums will be deducted from the check received in the month of coverage. For example, a deduction will be made from the employee's February 1st pay check for the February premium.
8. Open enrollment periods will be established with Blue Shield In order to facilitate year round coverage.

F. Faculty Member is Unable to Maintain a Minimum Assignment

1. Adjunct faculty shall be informed of their load for the following semester in a timely fashion by either the Division Chair, Co-Chair or Instruction Office.
2. If an adjunct faculty member is informed that they will not be scheduled for enough classes to maintain a forty percent (40%) load or assignment in all Districts, they may elect to:
 - a. Drop the HMO plan at the end of the current semester

OR

- b. Continue in the plan and accept responsibility for one hundred percent (100%) of the cost of the HMO plan through COBRA.

OR

- c. Continue in the plan if the employee pays the District the total expected shortfall for the semester within 30 days of notification. Failure to comply will result in District action to terminate the policy.

G. If the District changes health carriers in the future, the part-time employees who are covered by this plan will automatically be transferred to the new carrier.

H. The District shall not be held liable for changes in scheduling that alter the insurance status for a part-time instructor.

- I. It is understood that if the participation rate in the defined pool is not sufficiently large to meet Blue Shield's standard for offering such an insurance plan, then District and Guild will reform the pool with different criteria and apply again for coverage.
- J. If the cost for individual participation in the new part-timer insurance plan is significantly greater than in our existing Blue Shield HMO, the Guild and District shall reformulate the criteria used to form the pool and apply again for coverage.

- K. The Guild agrees to a District contribution of \$181,500, to be credited each fiscal year to the Adjunct Health Benefits Account. This disbursement shall be retroactive to July 1, 2006. The premium subsidy for adjunct faculty shall be up to \$3300 per year not to exceed 50% of the premium through December 31, 2017. This will be changed effective January 1, 2018 to be 50% of the total one party premium.
- L. The Guild agrees to work with the District to explore options to assist in stabilizing or minimizing the impact of cost increases in this area of adjunct faculty health insurance.

Section 3. Early Retirement

For employees retiring prior to June 1, 2008, the District shall pay up to a maximum of six thousand five hundred dollars (\$6,500) per fiscal year for the medical and dental insurance coverage of the retiring employee and her/his eligible dependent or eligible spouse or eligible domestic partner, providing the following conditions are met:

For employees retiring after June 1, 2008, the District shall pay up to a maximum of eight thousand five hundred dollars (\$8,500) per fiscal year for the medical and dental insurance coverage of the retiring employee and her/his eligible dependent or eligible spouse or eligible domestic partner, providing the following conditions are met:

For employees retiring after June 1, 2015, the District shall pay up to a maximum of ten thousand two hundred dollars (\$10,200) per fiscal year for the medical and dental insurance coverage of the retiring employee and her/his eligible dependent or eligible spouse or eligible domestic partner, providing the following conditions are met:

- A. The employee must have been employed on a contract basis one-half time or more for nine (9) consecutive years by the District immediately prior to retirement. An employee who has been granted a sabbatical leave or military leave during this period of service, shall have this leave time credited toward this employment requirement.
- B. The employee must have been eligible and covered under one of the District's medical insurance plans in force immediately prior to retirement.
- C. To be eligible for this benefit, the employee must retire at or after age fifty-five (55) but before age sixty-five (65). If an employee accepts early retirement through STRS due to disability, the employee must be at least fifty (50) years of age.
- D. For employees retiring prior to June 1, 2008, the District shall pay premiums up to a maximum of six thousand five hundred (\$6,500) per fiscal year to an

appropriate carrier toward the medical and dental plans then in effect or as directed in Paragraphs E, F, G and H below.

For employees retiring after June 1, 2008, the District shall pay premiums up to a maximum of eight thousand five hundred (\$8,500) per fiscal year to an appropriate carrier toward the medical and dental plans then in effect or as directed in Paragraphs E, F, G and H below.

For employees retiring after June 1, 2015, the District shall pay premiums up to a maximum of ten thousand two hundred dollars (\$10,200) per fiscal year to an appropriate carrier toward the medical and dental plans then in effect or as directed in Paragraphs E, F, G and H below.

Such payment shall begin for the retiring employee and his/her eligible dependent or eligible spouse or eligible domestic partner beginning at the time of retirement or at the beginning of the following year of coverage, whichever is applicable. The District shall cease payment of the premium when the employee reaches the age of sixty-five (65) or upon his or her death prior to age sixty-five (65) subject to the following exception:

A retiree who is eligible for medical and dental plans provided by another agency other than the district, and therefore chooses not to participate in the District's program, may choose to have one of the following:

1. The District pay the premiums of the CALPERS Long-Term Care Program for the retiring employee and his/her eligible spouse. In the event the premiums for the CALPERS program exceed \$10,200 the employee must provide the District with a check for the difference prior to the payment of the annual premiums.
2. A cash settlement set at fifty percent (50%) of the value of the existing medical/dental allowance. The cash settlement shall be paid in two installments occurring in January and July. Each payment shall be for the previous six month period.

An employee/retiree wishing to begin this cash in lieu benefit program shall notify the district at least 45 days before the benefit is to begin. Retiree participation always begins on the first day of a month and ends on the last day of a month of either the retiree's death or his/her sixty-fifth birthday.

In the event a retiree loses his/her medical benefits from the other agency, he/she may re-enroll in the District's plan if notification is made within 30 days of loss coverage from the other plan. The effective date of the re-enrollment will be on the first day of the following month. If notification is provided after the 30 day period, the retiree must wait until the next open enrollment period for coverage in the district's plan

- E. A retiree sixty-five (65) years of age or older not eligible for Medicare benefits through Social Security, and whose spouse/domestic partner is not eligible for Medicare benefits, may apply the District medical benefit contribution only toward Medicare Parts A and B and a supplemental plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Parts A and B and a supplemental plan shall revert to the District.
- F. A retiree who is eligible for District-paid medical insurance premiums and who is personally eligible for Medicare, or whose spouse/domestic partner is eligible for Medicare, must apply for Medicare benefits. The District-provided medical benefit monies may only be utilized in payment for Medicare Part B and a supplemental plan shall revert to the District.
- G. A retiree who, at the time of retirement, is not personally eligible for Medicare benefits, and whose spouse/domestic partner is not eligible for Medicare benefits, but who subsequently becomes eligible, or whose spouse/domestic partner becomes eligible, must apply for Medicare benefits. The District-provided medical benefit monies may be utilized only toward the purchase of Medicare Part B and a supplemental medical plan. Any of the District medical benefit contribution not expended in the purchase of Medicare Part B and a supplemental plan shall revert to the District.
- H. Eligible retiring employees who desire coverage under provisions of this program shall notify the appropriate District office of such desire at the time of termination of employment and annually thereafter. Where costs of the selected plans exceed the maximum amount contributed toward the approved plan by the District, the employee shall pay the excess amount directly to the District Accounting Office. The excess amount shall be paid annually, no later than September 15, for the ensuing year, or the retiree shall not be eligible for this benefit.
- I. If, after retirement, an employee covered under this policy accepts employment where the employee is eligible to be, or is actually, covered by, in the Board's judgment, a plan of insurance comparable to the District's plan, such employee's rights and such employee's eligible spouse's/eligible domestic partner's rights under this policy shall terminate.

Section 4. Retirement Benefits

Employees retiring shall be eligible for the following:

- A. Lifetime free internet account
- B. Lifetime GCC Alumni Membership
- C. Card for free admission to all GCC student performances and athletic events
- D. Lifetime GCC Library card
- E. Lifetime use of the Fitness Center during staff hours
- F. Lifetime exemption from all college authorized, permissive student fees, health fee and student ID fee.

Section 5. District Responsibility Limited

The District's obligations under this Article are limited to payment of the premiums or sums indicated above. All terms and conditions of the various programs available pursuant to this Article are to be determined by the carriers' respective plans, and are to be resolved between the carrier and the bargaining unit member. All disputes with respect to the carrier's administration of such programs are not the responsibility of the District, and are not subject to the grievance and arbitration procedures of Article IV of this Agreement.

Section 6. Alternative Retirement Program for Adjunct Faculty

The District shall provide an Alternative Retirement Program to all hourly adjunct faculty who are subject to the Omnibus Budget Reconciliation Act (OBRA). They will be enrolled in the STRS Cash Balance plan at a rate of 4.00% of gross wages per pay period for both employee and District. Adjunct faculty currently enrolled in the program offered by Zahorik Company or enrolled in Social Security will be moved to the STRS Cash Balance program. An exception will be made for those current employees, hired before January 1, 1998, who are currently in Social Security and have not earned the forty quarters necessary to vest in Social Security.

Section 7. Health Coverage for Domestic Partners

The District shall provide health plan coverage for domestic partners under the Blue Shield of California coverage under the following conditions:

- A. All Blue Shield health plans participating in the District's health benefits program shall provide coverage for domestic partners and agree to the same definition of a domestic partner.
- B. To qualify as a "domestic partner" the following conditions must exist:
 - 1. Each of the domestic partners are eighteen (18) years of age or older.

2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
 3. The domestic partners are each other's sole domestic partner.
 4. The domestic partners are not married to anyone nor have had another domestic partner within the prior six months.
 5. The domestic partners are not related by blood closer than would bar marriage in the State of California
 6. The Domestic partners share the same regular and permanent residence, with the current intent to continue doing so indefinitely.
 7. The Domestic partners are jointly financially responsible for "basic living expenses" defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
 8. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
- C. The District agrees to pay the same toward the cost of coverage for an employee with an enrolled domestic partner (or domestic partners with children) as it pays toward the cost of coverage for an employee with a spouse (or spouses with children).
- D. The District agrees to offer COBRA to domestic partners and to domestic partners with children as it does for other employee dependents.
- E. Domestic partners may only be enrolled when initially eligible or at the annual open enrollment period. If a domestic partner relationship is terminated while under this coverage the employee must wait for one (1) year before another domestic partner can be covered under the District plan.
- F. An employee desiring to enroll a domestic partner in the District Health plan shall complete a District form prepared for this purpose. The domestic partners by signing this agreement shall accept the conditions that are set forth.
- G. The employee member of the domestic partners' relationship agrees to provide written notice to the Employee Benefits Assistant in payroll if there is any change of circumstances in the relationship within 30 days of the change by filing a Statement of Termination of Domestic Partnership in writing.

Section 8. Supplemental Medical Coverage

The District shall contribute two hundred (\$200) a month toward a supplemental medical coverage for retired employees who have worked for the District nine (9) or more years. This payment shall be made in a lump sum at the beginning of the fiscal year until the employee reaches age seventy-five (75).

Section 9. Flexible Spending Account (FSA) 125

The District agrees to provide employees with an opportunity to participate in a voluntary employee funded Flexible Spending Account (FSA) 125 in accordance with Internal Revenue Service regulations. Faculty may voluntarily participate in a payroll deduction program of up to \$5,000 for Medical costs and/or \$5,000 for Dependent Care. The deductions placed into the Medical 125 shall not be used for dependent care cost, and vice versa.

Section 10. Employee Health and Welfare Committee

- A. The District and Guild agree to formally recognize the Glendale College Employee Health and Welfare Committee. It shall be the function of this committee to conduct fact finding activities on matters related to employee benefits and wellness related issues.
- B. This committee shall also be charged with selecting and managing wellness programs for employees of the District, and up to \$40,000 shall be paid by the District between July 1, 2018 and June 30, 2020 to cover the costs of these wellness programs.
- C. With the exception of subsection B above, this committee's findings and/or recommendations are advisory and neither the Guild nor District are bound to comply with any of its recommendations.

**ARTICLE XII
FACULTY SERVICE AREAS**

Section 1. Minimum Qualifications as Faculty Service Areas (FSAs)

For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4, 87743.5, 87744, and 87745 the list of "Faculty Service Areas" (FSA) in the Glendale Community College District shall be the same list as the Disciplines List of Minimum Qualifications as defined by the Board of Governors in compliance with Education Code Section 87356, 87357, 87358, and 87359. A faculty member shall be considered "qualified and competent" in an FSA if the faculty member satisfies any one of the following:

- A. Possesses the minimum qualifications or equivalency for hire for the discipline of the FSA as defined on the GCC Disciplines List;
- B. Grand parented by any Lifetime California Credential for the discipline of the FSA.

Section 2. Faculty Service Areas

- A. New Faculty
Within sixty (60) days of hire, the District shall provide each new contract and adjunct faculty employee a list of those Faculty Service Areas in which he/she is placed as determined by the employee's records on file and the minimum qualifications listed in the GCC Disciplines List. New employees will be notified at the time of hire that they may request additional FSAs.
- B. Existing Faculty
Whenever a contract or adjunct faculty employee – through additional education, training, or experience – believes they have come to possess the minimum qualifications in a new discipline, the faculty will submit verification of minimum qualifications to Human Resources. If Human Resources cannot verify that the employee possesses minimum qualifications, then the materials will be forwarded to the Senate Equivalency Committee for evaluation.

Section 3. Petitioning a Faculty Service Area for an Equivalency

When a request for an additional FSA is not granted, the contract or adjunct faculty may appeal the decision by completing the FSA petition form with all documentation necessary to substantiate the claim of qualification and competence and submit to the Office of Human Resources. The information will be forwarded to the Senate Equivalency Committee as specified in Administrative Regulation 7131, Equivalence to Minimum Qualifications (See Article IVB and Section III). The Senate Equivalency Committee shall make its

decision and sign the Equivalency Worksheet. The completed application together with the worksheet shall be returned to the Office of Human Resources.

Section 4. Limitations of FSAs for Adjunct Faculty

Although the same FSA process applies to both contract and adjunct faculty, the granting of an FSA does not convey any “bumping” rights to adjunct faculty. Rehire rights are defined in Article VI, Section 21 of this bargaining unit contract and shall not apply to assignments where the adjunct faculty member has not been regularly scheduled over the previous two semesters or in a discipline where the faculty member has not been evaluated.

Section 5. Appeal Process

An applicant may appeal an FSA Equivalency decision. However, before the appeal is filed, the guidelines in Administrative Regulation 7131, Equivalency to Minimum Qualifications that explain the difference between an appeal and a re-application should be read carefully. If the applicant decides to appeal the decision, he/she must inform the Office of Human Resources, which will follow the appeal guidelines in Section V of Administrative Regulation 7131, Equivalency to Minimum Qualifications.

Section 6. Notification by District

The District will send a notification to all faculty about the FSA process by September 15th for Fall and by March 1st for Spring each academic year.

**ARTICLE XIII
MISCELLANEOUS PROVISIONS**

Section 1. Miscellaneous Deductions

The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings, the amount specified by the employee for the following: Credit Union, United Way/Glendale AID, tax-sheltered Annuities, U.S. Savings Bonds and Glendale College Foundation.

Section 2. Notices

All notices and communications required by this Agreement shall be in writing and shall be deemed given if delivered personally or mailed by certified mail, return receipt requested, to the parties at the following addresses, or at such other address for a party as shall be specified by notice given pursuant hereto:

To the Guild:

Glendale College Guild - AFT
1500 North Verdugo Road
Glendale, California 91208

To the District:

Superintendent/President
Glendale Community College
1500 North Verdugo Road
Glendale, California 91208

Section 3. Upgrading District Adjunct Candidates

- A. A minimum of three (3) adjunct candidates who meet the qualifications for the position shall be advanced to the oral interviews. Seniority in the District may be a factor in determining the adjunct candidates selected under this provision.
- B. Additional consideration shall be given to an adjunct candidate who is a person with disabilities, provided the person meets the qualifications for the opening and there is under representation of that group in the discipline being hired.
- C. In evaluating candidates for recommendation to the Superintendent/President, the hiring committee shall consider, among many other factors, individuals meeting the conditions of A and B above.

Section 4. Conference and Travel

The District shall provide \$200 per full time equivalent faculty for conference attendance and travel. These funds shall be appropriated to all divisions on the basis of a calculated FTEF based on all full time and adjunct faculty within a division as determined by the current fall FTEF total. It is the intent of the Guild that these funds be made available to both full time and adjunct faculty.

Section 5. Campus Safety/Locks

- A. The Glendale Community College District's Police Department will be in charge of the infrastructure and data of all locks within the Glendale Community College District.
- B. Any access to data (digital and printed) made by and stored on the lock system can only be accessed by the Glendale Community College District's Police Department, Superintendent/President or designee, and/or the District's legal counsel for the sole purpose of investigating alleged criminal activity.
- C. The data recording the coming and going of faculty members shall not be used to document or evaluate faculty performance. Lock data may only be used to investigate alleged criminal activity.

Section 6. Use of Cameras on Campus

Camera Inventory: The District will provide a list of all cameras and their locations on District properties. An updated list will be provided to the Guild by September 1st of each year for review.

- A. The Glendale Community College's Police Department will be in charge of the infrastructure and data of the video recording system within the Glendale Community College District.
- B. The recordings (digital and printed) made by and stored on the system may only be accessed by the Glendale Community College District's Police Department, Superintendent/President or designee, and/or the District's legal counsel for the sole purpose of investigating alleged criminal activity.
- C. The recording of faculty members shall not be used to discipline or evaluate any faculty, except in cases of alleged criminal activity.
- D. All District properties will display sufficient signage throughout indicating that security cameras are recording.

ARTICLE XIV EFFECT OF AGREEMENT

Section 1. Entire Agreement

This Agreement is the parties' entire agreement and is to cover all matters relating to wages, hours and all other terms and conditions of employment. The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Guild, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 2. Separability and Savings

Should any part of this Agreement or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by decree of any court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

If any such decision or change in law occurs as set forth in the preceding paragraph, the parties hereto shall, upon request by either party within ten (10) working days, commence meeting and negotiating with respect to the means of compliance therewith.

Section 3. Revisions

This Agreement may be amended by the parties hereto pursuant to reopen negotiations (Article XV). Also, if the parties hereto at any time mutually decide to amend this Agreement, they may do so by a jointly executed written amendment, and such an amendment shall be binding upon the employees.

The District shall maintain the official copy of the contract. The Chief Human Resources Officer shall be responsible for maintaining an up-to-date version of the contract on the District's website at www.glendale.edu/employment. All amendments and or revisions shall be entered into the online contract within five

working days of the ratification by the Guild and the Board of Trustees. The Chief Human Resources Officer shall immediately inform the Guild office whenever a change is made to the official copy of the contract.

**ARTICLE XV
DURATION, TERMINATION AND NEGOTIATIONS**

Section 1. Duration

This Agreement shall become effective on or after July 1, 2018 once it is ratified by the Glendale College Guild, and adopted by the Board of Trustees of the Glendale Community College District, and shall remain in full force and effect until June 30, 2021. On the day after the March 2021 board meeting, the negotiations for a successor Agreement may commence.

Section 2. Limited Reopeners

Negotiations of the agreement may be reopened at any time, by mutual agreement of the Guild and the District on the subject(s) to be negotiated. Negotiations shall be reopened on the day after the March, 2019 and March, 2020 board meeting. Salaries and stipends shall be considered a mutual reopener in each of these years. In addition, both the Guild and the District may bring up to four (4) new items to the negotiations table of their own choosing on each of those dates. Reopeners shall not affect the validity or duration of this Agreement.

APPENDIX A
GLENDALE COMMUNITY COLLEGE
 ANNUAL 10-MONTH SALARY SCHEDULE
 Effective July 1, 2019

STEP	CLASS I Bach.	CLASS II Bach + 42 Units or MA	CLASS III Bach + 56 Units + MA	CLASS IV Bach + 70 Units + MA	CLASS V Bach + 84 Units + MA or Doctorate
4	62,811	65,634	68,604	71,708	74,965
5	65,149	68,090	71,171	74,400	77,813
6	67,573	70,630	73,840	77,202	80,724
7	70,095	73,281	76,601	80,109	83,777
8	72,729	76,037	79,502	83,144	86,958
9	75,462	78,906	82,512	86,294	90,262
10	78,306	81,884	85,634	89,568	93,700
11	81,262	84,980	88,883	92,969	97,265
12	84,332	88,208	92,263	96,516	100,979
13	87,532	91,566	95,778	100,205	104,846
14		91,566	95,778	100,205	104,846
15		91,566	95,778	100,205	104,846
		94,179	98,520	103,078	107,858
*17		94,179	98,520	103,078	107,858
*18		94,179	98,520	103,078	107,858
		96,892	101,346	106,040	110,963
*20			101,346	106,040	110,963
*21			101,346	106,040	110,963
			104,265	109,090	114,160
*23				109,090	114,160
*24				109,090	114,160
				112,232	117,452
*26					117,452
*27					117,452
					120,844
*29					120,844
*30					120,844
*31					124,338

ANNUAL DOCTORATE STIPEND **\$2450**
 Last updated December 18, 2019

Schedule A applies to contract faculty work, including work as a contract substitute.
 Doctorate Stipend can be found in Article VIII, Section 10-K.

APPENDIX A
GLENDALE COMMUNITY COLLEGE
MONTHLY (10) SALARY SCHEDULE
EFFECTIVE JULY 1, 2019

STEP	CLASS I Bach.	CLASS II Bach + 42 Units or MA	CLASS III Bach + 56 Units + MA	CLASS IV Bach + 70 Units + MA	CLASS V Bach + 84 Units + MA or Doctorate
4	6281.09	6563.39	6860.40	7170.81	7496.51
5	6514.92	6809.02	7117.06	7440.01	7781.25
6	6757.25	7063.04	7384.04	7720.21	8072.44
7	7009.46	7328.11	7660.06	8010.94	8377.70
8	7272.88	7603.67	7950.22	8314.37	8695.79
9	7546.21	7890.62	8251.17	8629.37	9026.23
10	7830.64	8188.35	8563.43	8956.78	9369.98
11	8126.17	8497.97	8888.34	9296.87	9726.54
12	8433.16	8820.78	9226.30	9651.55	10097.89
13	8753.21	9156.56	9577.79	10020.46	10484.57
14		9156.56	9577.79	10020.46	10484.57
15		9156.56	9577.79	10020.46	10484.57
		9417.92	9852.00	10307.83	10785.77
*17		9417.92	9852.00	10307.83	10785.77
*18		9417.92	9852.00	10307.83	10785.77
		9689.15	10134.57	10604.01	11096.29
*20			10134.57	10604.01	11096.29
*21			10134.57	10604.01	11096.29
			10426.45	10909.00	11415.97
*23				10909.00	11415.97
*24				10909.00	11415.97
				11223.17	11745.23
*26					11745.23
*27					11745.23
					12084.36
*29					12084.36
*30					12084.36
*31					12433.77

Monthly Doctorate Stipend \$245.00
Last updated December 18, 2019

Schedule A applies to contract faculty work, including work as a contract substitute.
 Doctorate Stipend can be found in Article VIII, Section 10-K.

APPENDIX B
FULL-TIME HOURLY OVERLOAD SALARY SCHEDULE
Effective July 1, 2019

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	58.69	61.22	63.93	66.64
2	61.22	63.93	66.64	69.46
3	63.93	66.64	69.46	72.45
4	66.64	69.46	72.45	75.53
6	69.46	72.45	75.53	78.73

Updated December 18, 2019

**APPENDIX B-1
ADJUNCT HOURLY SCHEDULE (WITH PARITY)
Effective July 1, 2019**

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	58.69	61.22	63.93	66.64
2	61.22	63.93	66.64	69.46
3	63.93	66.64	69.46	72.45
4	66.64	69.46	72.45	75.53
6	69.46	72.45	75.53	78.73

Last updated December 18, 2019

Schedule B1 applies to part-time credit and non-credit instructional faculty during Fall and Spring semesters, hourly faculty teaching classes, short-term and long-term substitutes, faculty working in the Verdugo Fire Academy and faculty working in the Fitness Center.

Credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in Appendix B1) by the number of weekly credit hours as specified in the course catalogue (not contact hours since we are doing a compressed schedule of these hours) of the teaching assignment and further multiplying by 17.5 and dividing the total by 5.

Formula: (Hourly rate x weekly assignment hours x 17.5) divided by 5 = monthly pay

Non-credit Adjunct Faculty Teaching Courses

Gross monthly teaching salary is determined by multiplying the hourly rate (based on step-column placement in Appendix B1) by the number of weekly non-credit hours of the teaching assignment and further multiplying by 15.5 and dividing the total by 5.

Formula: (Hourly rate x weekly assignment hours x 15.5) divided by 5 = monthly pay

Credit Adjunct Conference Hour (Office Hour) Pay:

Conference pay shall be determined by taking the step-column placement from Appendix B1 x weekly conference hour(s) x 17.5 divided by 5 = monthly pay for office/conference hours.

Formula: (Hourly rate x weekly conference hours x 17.5) divided by 5 = monthly pay.

Non-credit Adjunct Conference Hour (Office Hour) Pay:

Conference pay shall be determined by taking the step-column placement from Appendix B1 x weekly conference hour(s) x 15.5 divided by 5 = monthly pay for office/conference hours.

Formula: (Hourly rate x weekly conference hours x 15.5) divided by 5 = monthly pay.

Adjunct Counselor and Librarian Intersession Hourly Schedule

Schedule B1 applies to part-time counselor, librarian, and hourly faculty teaching classes which are shorter than 6 weeks, and office hour pay.

Effective July 1, 2013 all adjunct faculty will be paid from the B-14 through B-2012 schedules during any intersession.

**APPENDIX B-2
 ADJUNCT HOURLY SCHEDULE (WITHOUT PARITY)
 Effective July 1, 2019**

STEP	CLASS I	CLASS II	CLASS III	CLASS IV
1	58.16	60.67	63.35	66.02
2	60.67	63.35	66.02	68.84
3	63.35	66.02	68.84	71.78
4	66.02	68.84	71.78	74.84
6	68.84	71.78	74.84	78.00

Last Updated December 18, 2019

Credit Adjunct Conference Hour (Office Hour) Pay: Conference pay shall be determined by taking the step-column placement from Appendix B2 x weekly conference hour(s) x 17.5 divided by 5 = monthly pay for office/conference hours
 FORMULA: (Hourly rate x weekly conference hours x 17.5) divided by 5 = monthly pay.

Non-credit Adjunct Conference Hour (Office Hour) Pay: Conference pay shall be determined by taking the step-column placement from Appendix B2 x weekly conference hour(s) x 15.5 divided by 5 = monthly pay for office/conference hours.
 FORMULA: (Hourly rate x weekly conference hours x 15.5) divided by 5 = monthly pay.

**APPENDIX B-3
NON-INSTRUCTIONAL HOURLY SALARY SCHEDULE
Effective JULY 1, 2019**

STEP	CLASS I	CLASS II	CLASS III
1	50.93	53.17	55.51
2	53.17	55.51	57.86
3	55.51	57.86	60.34
4	57.86	60.34	62.91

Last updated December 18, 2019

Non-Instructional Assignment
Hourly Salary Schedule

Regular or Adjunct faculty who outside of their regular agreement perform any of the assignments listed below shall be paid according to the Non-Instructional Assignment Salary Schedule – Appendix B3.

- A. Reading and grading placement exams as part of assessment
- B. Development of grant proposals
- C. Development of curriculum for contract education

Additions to the above assignments can be made upon agreement with the Guild.

Appendix B-14

To be used to determine intersession pay in subjects loaded at 14 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	81.78	85.46	89.32	93.37	97.60	100.75
5	84.83	88.65	92.66	96.87	101.31	104.47
6	87.99	91.96	96.15	100.52	105.10	108.26
7	91.28	95.42	99.72	104.31	109.09	112.23
8	94.69	99.00	103.50	108.26	113.22	116.38

Appendix B-15

To be used to determine intersession pay in subjects loaded at 15 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	76.33	79.76	83.37	87.14	91.10	94.04
5	79.16	82.75	86.49	90.42	94.57	97.51
6	82.12	85.82	89.73	93.82	98.10	101.04
7	85.18	89.06	93.08	97.35	101.80	104.77
8	88.39	92.40	96.62	101.04	105.68	108.61

Appendix B-16

To be used to determine intersession pay in subjects loaded at 16 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	71.56	74.77	78.16	81.70	85.40	88.17
5	74.23	77.57	81.10	84.77	88.64	91.41
6	76.98	80.48	84.12	87.96	91.96	94.71
7	79.86	83.48	87.26	91.28	95.45	98.21
8	82.85	86.62	90.57	94.71	99.07	101.82

Appendix B-18

To be used to determine intersession pay in subjects loaded at 18 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	63.61	66.46	69.47	72.62	75.91	78.38
5	65.98	68.94	72.07	75.35	78.81	81.24
6	68.43	71.52	74.77	78.19	81.75	84.21
7	70.98	74.22	77.57	81.13	84.85	87.29
8	73.66	77.00	80.51	84.20	88.07	90.51

Appendix B-19

To be used to determine intersession pay in subjects loaded at 19 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	60.26	62.97	65.82	68.79	71.92	74.24
5	62.50	65.33	68.28	71.37	74.65	76.98
6	64.83	67.76	70.84	74.07	77.45	79.76
7	67.25	70.30	73.48	76.85	80.38	82.70
8	69.77	72.95	76.27	79.76	83.42	85.74

Appendix B-21

To be used to determine intersession pay in subjects loaded at 21 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	54.53	56.96	59.54	62.24	65.08	67.18
5	56.56	59.10	61.78	64.58	67.54	69.65
6	58.66	61.30	64.08	67.01	70.08	72.17
7	60.84	63.61	66.48	69.54	72.71	74.81
8	63.13	66.00	69.01	72.17	75.49	77.58

Appendix B-24

To be used to determine intersession pay in subjects loaded at 24 units
Effective July 1, 2019

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>	<u>Doctorate</u>
4	47.70	49.85	52.10	54.47	56.93	58.77
5	49.47	51.72	54.05	56.50	59.10	60.95
6	51.32	53.64	56.09	58.62	61.31	63.15
7	53.23	55.66	58.18	60.84	63.64	65.47
8	55.24	57.76	60.38	63.15	66.04	67.88

Revised December 18, 2019

APPENDIX B-2012

This schedule is fixed and is not subject to future changes.
Effective July 1, 2013

<u>Step</u>	<u>Class II</u>	<u>Class III</u>	<u>Class IV</u>	<u>Class V</u>
4	48.68	50.79	53.03	55.27
5	50.79	53.03	55.27	57.63
6	53.03	55.27	57.63	60.10
7	55.27	57.63	60.10	62.65
8	57.15	59.59	62.14	64.78

GLENDALE COMMUNITY COLLEGE INITIAL SALARY PLACEMENT

Instructor Name _____ Date _____

Division _____

EDUCATION

Column Placement

Units beyond
Bachelor Degree

_____ Degrees

_____ Credentials

_____ Equivalent

	CLASS II	CLASS III	CLASS IV	CLASS V
Bach.	Bach. + 42 Units or Masters	Masters + 56 Units beyond the Bach	Masters + 70 Units beyond the Bach	Masters + 84 Units beyond the Bach or Doctorate
VOCATIONAL		AA + 60 units	BA + 28 units	BA + 56 units

Units Subtotal for education _____ *(Please check the appropriate column)*

EXPERIENCE

Step Placement

Years of Full-time Equivalent

Teaching Experience _____ years

Military Experience _____ year

Subtotal for experience _____ years

Placement based on Education and Experience _____ **Years/Step**
Up to a maximum of Step 8

_____ Human Resources Department

_____ Employee

SALARY PLACEMENT REGULATIONS

- A. On the effective date of the schedule, all instructors shall be placed on the salary schedule according to their previous experience in the Glendale Community College District. Placement and step progression on this Salary Schedule shall be based exclusively on experience as an academic employee in the District. For purpose of all adjunct faculty salary step increases, adjunct faculty members may earn up to 3 semesters credit-per-year on the salary schedule in Fall, Spring, Winter and Summer. Step 2 becomes effective the fifth semester of service at the College. Step 3 becomes effective the ninth semester at the College. Step 4 becomes effective the thirteenth semester of service at the college. Step 6 (beginning 2005-2006) becomes effective the twenty-first semester at the College. Such service need not be consecutive.

For the purpose of Appendix B semester credit will be given for courses that are six weeks or more. Semester credit will also be given for a course that is less than six weeks but equals 16 hours or more of teaching.

- B. To qualify for Class II, the instructor must have earned a Bachelor's Degree or have had at least six (6) years of verified occupational experience in the field in which he/she is instructing.
- C. To qualify for Class III, the instructor must have earned a Master's Degree or an equivalent or higher degree, or have earned a Bachelor's Degree and have had at least nine years of verified occupational experience in the field in which she/he is instructing.
- D. To qualify for Class IV, the adjunct instructor must have earned a Master's Degree plus 14 additional Carnegie units or have earned a Bachelor's Degree and have had at least twelve years of verified occupational experience in the field in which instruction is given.
- E. Sick leave for adjunct faculty who have exceeded their accumulated sick days shall be handled by a per diem (Daily Rate Calculation) in the same manner as currently used for full-time faculty.
- F. Advancement on this salary schedule shall be in accordance with Article VIII Salaries-Section 11 - Advancement on the Salary Schedule.

**APPENDIX C (Effective 06/15/2018)
WORK YEAR – FACULTY
2018 - 2019**

MONTH		TOTAL
First	8/27/2018 thru 9/30/2018 Non-working: day 9/3	24 days
Second	10/1/2018 thru 10/31/2018	23 days
Third	11/1/2018 thru 11/30/2018 Non-working days: 11/12 and 11/22 thru 11/24	19 days
Fourth	12/1/2018 thru 12/31/2018 Non-working days: 12/13 thru 12/31	8 days
Fifth	Winter Intersession: 1/7/2019 thru 2/14/2019 Non-working days: 1/21 and 2/15	0 days
Sixth	2/19/2019 thru 2/28/2019 Non-working day: 2/18	8 days
Seventh	3/1/2019 thru 3/31/2019	21 days
Eighth	4/1/2019 thru 4/30/2019 Non-working days: 4/1, 4/15 thru 4/20	16 days
Ninth	5/1/2019 thru 5/31/2019 Non-working day: 5/27	22 days
Tenth	6/1/2019 thru 6/12/2019 Graduation 6/12/2019, 7:00 pm	8 days

Total 149 Instructional Days (M-F)

Total Work Days: 154 days including five flex days on December 17 -21, 2018.

The September 7, 2018 Institute Day is a mandatory flex day activity on campus for contract faculty.

Class grades are due at 11:59 pm on the Tuesday after the final exam day of the term.

The following general principle applies to compressed calendar assignments: Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

COUNSELOR WORK YEAR 190 DAYS SCHEDULING

Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety 190 days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

Section 3. Additional 21- Day Summer Block

Counselors are not limited to 147 hours of summer work.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester.

Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict.

APPENDIX D Effective (June 15, 2018)

DIVISION CHAIR CALENDAR REGULATIONS

Generic Division Chair Work Year Calendar*

The Division Chair Work Year is composed of 201 work days as previously negotiated. These 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	23 - 24
h) The last full week of the summer session worked; which may vary depending if there is one 6-week session or two 5-week sessions. [4 or 5]	27 - 29
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variables each year. [149]	176 - 178
j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of 26 half days or 13 whole days. [13]	189 - 191
k) Division Chairs will work the remaining days owed to complete their annual commitment of 201 days per year during times mutually agreed upon with the Vice President of Instruction. [10-12]	201

*Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

**The number of days worked at the end of the winter session are negotiable.

Notes:

1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less than 80% RT shall substitute flex time for days in “k” category at a rate of 20% = one day.
2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation. When the college offers two 5-week summer sessions, the district will provide 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

**APPENDIX C (Effective June 15, 2019)
WORK YEAR – FACULTY
2019 – 2020**

MONTH		TOTAL
First	9/3/2019 – 9/30/2019 Non-working day: 9/2	18 days
Second	10/1/2019 thru 10/31/2019	23 days
Third	11/1/2019 thru 11/30/2019 Non-working days: 11/11 and 11/28 thru 11/30	18 days
Fourth	12/1/2019 – 12/31/2019 Non-working days: 12/19 thru 12/31	13 days
Fifth	Winter Intersession: 1/6/2020 thru 2/13/2020 Non-working days: 1/20, 2/14	0 days
Sixth	2/18/2020 thru 2/29/2020 Non-working days: 2/17	9 days
Seventh	3/1/2020 thru 3/31/2020 Non-working days: 3/31	21 days
Eighth	4/1/2020 thru 4/30/2020 Non-working days: 4/13 thru 4/18	17 days
Ninth	5/1/2020 thru 5/31/2020 non-working day: 5/25	20 days
Tenth	6/1/2020 thru 6/10/2020 Graduation 6/10/2020, 7 pm	8 days

Total 147 Instructional Days (M-F)

Total Work Days: 152 days including five flex days on August 26 – 30, 2019

The September 13, 2019 Institute Day is a mandatory flex activity on campus for contract faculty.

Class grades are due at 11:59pm on the Tuesday after the final exam day of the term.

The following general principle applies to compressed calendar assignments: Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

COUNSELOR WORK YEAR 190 DAYS SCHEDULING

Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety 190 days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

Section 3. Additional 21- Day Summer Block

Counselors are not limited to 147 hours of summer work.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester.

Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict.

APPENDIX D (Effective June 15, 2019)

DIVISION CHAIR CALENDAR REGULATIONS

Generic Division Chair Work Year Calendar*

The Division Chair Work Year is composed of 201 work days as previously negotiated. These 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days just preceding Institute Day prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	23 - 24
h) The last full week of the summer session worked; which may vary depending if there is one 6-week session or two 5-week sessions. [4 or 5]	27 - 29
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variable each year. [147]	174 - 176
j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of 26 half days or 13 whole days. [13]	187 - 189
k) Division Chairs will work the remaining days owed to complete their annual commitment of 201 days per year during times mutually agreed upon with the Vice President of Instruction. [12-14]	201

*Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

**The number of days worked at the end of the winter session are negotiable.

Notes:

1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less than 80% RT shall substitute flex time for days in “k” category at a rate of 20% = one day.
2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation. When the college offers two 5-week summer sessions, the district will provide 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

**APPENDIX C (Effective June 19, 2019)
WORK YEAR – FACULTY
2020 – 2021**

MONTH		TOTAL
First	8/31/2020 thru 9/30/2020 Non-working day: 9/7	22 days
Second	10/1/2020 thru 10/31/2020	22 days
Third	11/1/2020 thru 11/30/2020 Non-working days: 11/9 and 11/26 thru 11/28	18 days
Fourth	12/1/2020 – 12/31/2020 Non-working days: 12/17 thru 12/31	12 days
Fifth	Winter Intersession: 1/4/2021 thru 2/11/2021 Non-working days: 1/1 thru 1/3 and 1/18 and 2/12 thru 2/18	0 days
Sixth	2/22/2021 thru 2/28/2021	5 days
Seventh	3/1/2021 thru 3/31/2021 Non-working day: 3/31	22 days
Eighth	4/1/2021 thru 4/30/2021 Non-working days: 4/19 thru 4/24	17 days
Ninth	5/1/2021 thru 5/31/2021 Non-working day: 5/31	20 days
Tenth	6/1/2021 thru 6/16/2021 Graduation 6/16/2021, 7 p.m.	12 days

Total 150 Instructional Days (M-F)

Total Work Days: 155 days including five flex days on August 24 – 28th.

The September 4, 2020 Institute Day is a mandatory flex activity on campus for contract faculty.

Class grades are due at 11:59 pm on the Tuesday after the final exam day of the term.

The following general principle applies to compressed calendar assignments:
Working on a compressed calendar shall not result in a faculty member receiving either higher or lower pay during the primary fall and spring terms than that faculty member would receive if he or she were working on a regular 18-week calendar.

COUNSELOR WORK YEAR 190 DAYS SCHEDULING

Section 1. Coincide with Instructional Calendar

One hundred seventy-seven (177) days of the one hundred ninety (190) days of the counselor's contract days shall coincide with the instructional teaching, flex and winter intersession days.

Section 2. Remaining 13 Days

Of the Thirteen (13) remaining contract work days (91 hours), eleven (11) days shall be worked either immediately after the close of the spring semester or immediately before the beginning of the fall semester. In the event that there are days requiring counselor coverage in January before the start of the winter intersession, those days may be used as part of the remaining 13 days.

Section 3. Additional 21- Day Summer Block

Counselors are not limited to 147 hours of summer work.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) shall work these twenty-one (21) additional days beyond the one hundred ninety (190) days currently worked for a total of two-hundred eleven (211) days. These days shall be worked in either the month of July or the month of August.

Counselors not choosing to work an additional twenty-one (21) day block shall have the right of first refusal for any hourly assignments offered within said counselor's unit.

Section 4. Staffing Levels

Coverage shall be as close as possible to 50%, given the number of counselors in each organizational unit, for the time blocks listed in Sections 1 and 2 above.

Counselors opting to work an additional block of twenty-one (21) days (or 147 hours) in either July or August shall work their additional 13 days in June. These counselors shall be scheduled first which may result in 190 day counselors being required to work their thirteen (13) additional days immediately before the beginning of the fall semester.

Counselors shall be guaranteed four consecutive non-paid weeks off during the months of July or August. Counselors electing to take these four consecutive weeks off during the winter intersession may do so, but no counselor shall be compelled to do so.

Section 5. Determining Priority for Scheduling

By April 15 the schedule for the upcoming summer shall be finalized. Blocks shall be scheduled in accordance with each organizational unit's internal scheduling priority system. The Division Chair of Student Services shall resolve any conflict.

APPENDIX D (Effective June 19, 2019)

DIVISION CHAIR CALENDAR REGULATIONS

Generic Division Chair Work Year Calendar*

The Division Chair Work Year is composed of 201 work days as previously negotiated. These 201 days are broken into the following categories.

Days Assigned	Running Total
a) The five work days prior to the start of the fall term (excluding Labor Day if it falls during this period). [5]	5
b) The first work day after finals are over in December. [1]	6
c) The first five days of the winter intersession. [5]	11
d) The last five days of the 6-week winter intersession. [5]**	16
e) Graduation Day [1]	17
f) The first two work days immediately following the end of finals in June. [2]	19
g) The first full week of a summer school session, which may be a single 6-week session or one of two 5-week sessions. [4 or 5]	23 - 24
h) The last full week of the summer session worked; which may vary depending if there is one 6-week session or two 5-week sessions. [4 or 5]	27 - 29
i) Division Chairs will work every day of the fall and spring regular semesters, which vary in length due to holidays and other variables each year. [150]	176 - 178
j) Division Chairs will work an additional 13 days during either the winter or summer intersessions. These can be any combination of 26 half days or 13 whole days. [13]	189 - 191
k) Division Chairs will work the remaining days owed to complete their annual commitment of 201 days per year during times mutually agreed upon with the Vice President of Instruction. [10-12]	201

*Each year (in advance) the administration shall compose a precise, month-by-month calendar based on this template.

**The number of days worked at the end of the winter session are negotiable.

Notes:

1. Division Chairs who get 80% RT for their assignment shall work Institute Day as their flex commitment for the year. Division Chairs with less than 80% RT shall substitute flex time for days in “k” category at a rate of 20% = one day.
2. Division Chairs shall take off four (4) consecutive work weeks during the summer as vacation. When the college offers two 5-week summer sessions, the district will provide 20% RT for an assistant chair to cover the period the Division Chair is on vacation.

APPENDIX E

FACULTY EVALUATION QUESTIONNAIRES

(Evaluation forms are found online at
www.glendale.edu/evaluationforms)

Academic

[Instructional Faculty Evaluation](#)

[Non-Instructional Faculty Evaluation](#)

[Counseling Faculty Evaluation](#)

[Library Faculty Evaluation](#)

[Faculty Evaluation Rating Sheet/Non-Tenured Faculty Member](#)

[Composite Non-Tenured Faculty Evaluation Sheet](#)

[Self-Evaluation Report – Non-Tenured Contract Faculty](#)

[Three Year Professional Growth Plan – Non-Tenured Contract Faculty](#)

[Non-Tenured Faculty Response to Student Feedback](#)

[Student Evaluation of Counselor](#)

[Student Evaluation of Learning Disability Specialist](#)

[Student Evaluation of Mental Health Counselor](#)

[Student Evaluation of Health Services](#)

[Student Evaluation of Librarian](#)

[Student Evaluation of Online or Hybrid Course](#)

[Student Evaluation of Telecourse](#)

Division Chair

[Composite Division Chair Administrative Evaluation Form](#)

[Division Chair Administrative Evaluation](#)

[Division Chair Administrative Evaluation - Assessment of Evaluatee by Immediate Supervisor](#)

Academic - Adjunct

[PT Instructional Adjunct Evaluation Packet](#)

[PT Counselor Evaluation Packet](#)

[PT Librarian Evaluation Packet](#)

[Optional Self Evaluation of Classroom Adjunct Faculty](#)

APPENDIX F

GLENDALE COMMUNITY COLLEGE SABBATICAL LEAVE AGREEMENT

BETWEEN

GLENDALE COMMUNITY COLLEGE

AND

The Board of Trustees of the Glendale Community College District has approved a sabbatical leave of absence for _____ effective _____.

Terms and Conditions

1. The undersigned shall notify the District no later than _____ whether or not he/she intends to return to a full-time teaching assignment at the conclusion of her/his sabbatical leave.
2. The undersigned agrees to return to his/her full-time assignment with the District following the expiration of her/his leave of absence. It is further agreed that the undersigned will remain employed with the District for a period of service equal to twice the period of leave that was granted. Failure to do so will require the undersigned to reimburse the full amount of sabbatical leave payments in accordance with the provisions of Article VII, Section 8., H., 2. of the Collective Bargaining Agreement.
3. The undersigned agrees to pay for legal expenses that may result should the employee fail to comply with the items above.

I accept the sabbatical leave under the above conditions.

Signature

Date

(Please return the original to the Office of Human Resources and retain a duplicate for your files.)

APPENDIX G

NOTICE OF ELECTION TO BE TREATED BY PERSONAL PHYSICIAN

TO: HUMAN RESOURCES, GLENDALE COMMUNITY COLLEGE

FROM: _____
(name of employee)

You are hereby notified, pursuant to Section 4600 of the Labor Code of California, and Article VII, Section 5 of the **Guild Contract**, that if I sustain an industrial injury, I elect to be treated for such injury by my personal physician. The name and address of my personal physician is:

(name of physician or medical facility)

(address – street or P.O.Box#)

city *zip*

()

telephone number

This notice and election shall remain in full force and in effect until revoked in writing by the undersigned employee. I understand that if my physician does not abide by the workers compensation guidelines, I will see the District's physician.

Dated: _____

Employee name (print)

Employee signature

Receipt of this notice acknowledged this ____ day of _____, 20____.

APPENDIX H

LARGE LECTURE FORMULA

number of...	units	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	6.0
students										
41		2.04	2.56	3.07	3.58	4.09	4.60	5.11	5.62	6.13
42		2.09	2.61	3.13	3.66	4.18	4.70	5.22	5.74	6.27
43		2.13	2.67	3.20	3.73	4.27	4.80	5.33	5.87	6.40
44		2.18	2.72	3.27	3.81	4.36	4.90	5.44	5.99	6.53
45		2.22	2.78	3.33	3.89	4.44	5.00	5.56	6.11	6.67
46		2.27	2.83	3.40	3.97	4.53	5.10	5.67	6.23	6.80
47		2.31	2.89	3.47	4.04	4.62	5.20	5.78	6.36	6.93
48		2.36	2.94	3.53	4.12	4.71	5.30	5.89	6.48	7.07
49		2.40	3.00	3.60	4.20	4.80	5.40	6.00	6.60	7.20
50		2.44	3.06	4.00	4.50	5.00	5.50	6.11	6.72	7.33
51		2.49	3.11	4.05	4.57	5.10	5.60	6.22	6.84	7.47
52		2.53	3.17	4.10	4.64	5.20	5.70	6.33	6.97	7.60
53		2.58	3.22	4.15	4.71	5.30	5.80	6.44	7.09	7.73
54		2.62	3.28	4.20	4.78	5.40	5.90	6.56	7.21	7.87
55		2.67	3.33	4.25	4.85	5.50	6.00	6.67	7.33	8.00
56		2.71	3.39	4.30	4.92	5.57	6.10	6.78	7.46	8.13
57		2.76	3.44	4.35	5.00	5.64	6.20	6.89	7.58	8.27
58		2.80	3.50	4.40	5.05	5.71	6.30	7.00	7.70	8.40
59		2.84	3.56	4.50	5.10	5.78	6.40	7.11	7.82	8.53
60		2.89	3.61	4.51	5.15	5.85	6.50	7.22	7.94	8.67
61		2.93	3.67	4.52	5.20	5.92	6.60	7.33	8.07	8.80
62		2.98	3.72	4.52	5.25	6.00	6.70	7.44	8.19	8.93
63		3.02	3.78	4.53	5.29	6.04	6.80	7.56	8.31	9.07
64		3.07	3.83	4.60	5.37	6.13	6.90	7.67	8.43	9.20
65		3.11	3.89	4.67	5.44	6.22	7.00	7.78	8.56	9.33
66		3.16	3.94	4.73	5.52	6.31	7.10	7.89	8.68	9.47
67		3.20	4.00	4.80	5.60	6.40	7.20	8.00	8.80	9.60
68		3.24	4.06	4.87	5.68	6.49	7.30	8.11	8.92	9.73
69		3.29	4.11	4.93	5.76	6.58	7.40	8.22	9.04	9.87

70	3.33	4.17	5.00	5.83	6.67	7.50	8.33	9.17	10.00
71	3.38	4.22	5.07	5.91	6.76	7.60	8.44	9.29	10.13
72	3.42	4.28	5.13	5.99	6.84	7.70	8.56	9.41	10.27
73	3.47	4.33	5.20	6.07	6.93	7.80	8.67	9.53	10.40
74	3.51	4.39	5.27	6.14	7.02	7.90	8.78	9.66	10.53
75	3.56	4.44	5.33	6.22	7.11	8.00	8.89	9.78	10.67
76	3.60	4.50	5.40	6.30	7.20	8.10	9.00	9.90	10.80
77	3.64	4.56	5.47	6.38	7.29	8.20	9.11	10.02	10.93
78	3.69	4.61	5.53	6.46	7.38	8.30	9.22	10.14	11.07
79	3.73	4.67	5.60	6.53	7.47	8.40	9.33	10.27	11.20
80	3.78	4.72	5.67	6.61	7.56	8.50	9.44	10.39	11.33
81	3.82	4.78	5.73	6.69	7.64	8.60	9.56	10.51	11.47
82	3.87	4.83	5.80	6.77	7.73	8.70	9.67	10.63	11.60
83	3.91	4.89	5.87	6.84	7.82	8.80	9.78	10.76	11.73
84	3.96	4.94	5.93	6.92	7.91	8.90	9.89	10.88	11.87
85	4.00	5.00	6.00	7.00	8.00	9.00	10.00	11.00	12.00
86	4.04	5.06	6.07	7.08	8.09	9.10	10.11	11.12	12.13
87	4.09	5.11	6.13	7.16	8.18	9.20	10.22	11.24	12.27
88	4.13	5.17	6.20	7.23	8.27	9.30	10.33	11.37	12.40
89	4.18	5.22	6.27	7.31	8.36	9.40	10.44	11.49	12.53
90	4.22	5.28	6.33	7.39	8.44	9.50	10.56	11.61	12.67
91	4.27	5.33	6.40	7.47	8.53	9.60	10.67	11.73	12.80
92	4.31	5.39	6.47	7.54	8.62	9.70	10.78	11.86	12.93
93	4.36	5.44	6.53	7.62	8.71	9.80	10.89	11.98	13.07
94	4.40	5.50	6.60	7.70	8.80	9.90	11.00	12.10	13.20
95	4.44	5.56	6.67	7.78	8.89	10.00	11.11	12.22	13.33
96	4.49	5.61	6.73	7.86	8.98	10.10	11.22	12.34	13.47
97	4.53	5.67	6.80	7.93	9.07	10.20	11.33	12.47	13.60
98	4.58	5.72	6.87	8.01	9.16	10.30	11.44	12.59	13.73
99	4.62	5.78	6.93	8.09	9.24	10.40	11.56	12.71	13.87
100	4.67	5.83	7.00	8.17	9.33	10.50	11.67	12.83	14.00
101	4.71	5.89	7.07	8.24	9.42	10.60	11.78	12.96	14.13
102	4.76	5.94	7.13	8.32	9.51	10.70	11.89	13.08	14.27

103	4.80	6.00	7.20	8.40	9.60	10.80	12.00	13.20	14.40
104	4.84	6.06	7.27	8.48	9.69	10.90	12.11	13.32	14.53
105	4.89	6.11	7.33	8.56	9.78	11.00	12.22	13.44	14.67
106	4.93	6.17	7.40	8.63	9.87	11.10	12.33	13.57	14.80
107	4.98	6.22	7.47	8.71	9.96	11.20	12.44	13.69	14.93
108	5.02	6.28	7.53	8.79	10.04	11.30	12.56	13.81	15.07
109	5.07	6.33	7.60	8.87	10.13	11.40	12.67	13.93	15.20
110	5.11	6.39	7.67	8.94	10.22	11.50	12.78	14.06	15.33
111	5.16	6.44	7.73	9.02	10.31	11.60	12.89	14.18	15.47
112	5.20	6.50	7.80	9.10	10.40	11.70	13.00	14.30	15.60
113	5.24	6.56	7.87	9.18	10.49	11.80	13.11	14.42	15.73
114	5.29	6.61	7.93	9.26	10.58	11.90	13.22	14.54	15.87
115	5.33	6.67	8.00	9.33	10.67	12.00	13.33	14.67	16.00
116	5.38	6.72	8.07	9.41	10.76	12.10	13.44	14.79	16.13
117	5.42	6.78	8.13	9.49	10.84	12.20	13.56	14.91	16.27
118	5.47	6.83	8.20	9.57	10.93	12.30	13.67	15.03	16.40
119	5.51	6.89	8.27	9.64	11.02	12.40	13.78	15.16	16.53
120	5.56	6.94	8.33	9.72	11.11	12.50	13.89	15.28	16.67
121	5.60	7.00	8.40	9.80	11.20	12.60	14.00	15.40	16.80
122	5.64	7.06	8.47	9.88	11.29	12.70	14.11	15.52	16.93
123	5.69	7.11	8.53	9.96	11.38	12.80	14.22	15.64	17.07
124	5.73	7.17	8.60	10.03	11.47	12.90	14.33	15.77	17.20
125	5.78	7.22	8.67	10.11	11.56	13.00	14.44	15.89	17.33
126	5.82	7.28	8.73	10.19	11.64	13.10	14.56	16.01	17.47
127	5.87	7.33	8.80	10.27	11.73	13.20	14.67	16.13	17.60
128	5.91	7.39	8.87	10.34	11.82	13.30	14.78	16.26	17.73
129	5.96	7.44	8.93	10.42	11.91	13.40	14.89	16.38	17.87
130	6.00	7.50	9.00	10.50	12.00	13.50	15.00	16.50	18.00
131	6.04	7.56	9.07	10.58	12.09	13.60	15.11	16.62	18.13
132	6.09	7.61	9.13	10.66	12.18	13.70	15.22	16.74	18.27
133	6.13	7.67	9.20	10.73	12.27	13.80	15.33	16.87	18.40
134	6.18	7.72	9.27	10.81	12.36	13.90	15.44	16.99	18.53
135	6.22	7.78	9.33	10.89	12.44	14.00	15.56	17.11	18.67

136	6.27	7.83	9.40	10.97	12.53	14.10	15.67	17.23	18.80
137	6.31	7.89	9.47	11.04	12.62	14.20	15.78	17.36	18.93
138	6.36	7.94	9.53	11.12	12.71	14.30	15.89	17.48	19.07
139	6.40	8.00	9.60	11.20	12.80	14.40	16.00	17.60	19.20
140	6.44	8.06	9.67	11.28	12.89	14.50	16.11	17.72	19.33
141	6.49	8.11	9.73	11.36	12.98	14.60	16.22	17.84	19.47
142	6.53	8.17	9.80	11.43	13.07	14.70	16.33	17.97	19.60
143	6.58	8.22	9.87	11.51	13.16	14.80	16.44	18.09	19.73
144	6.62	8.28	9.93	11.59	13.24	14.90	16.56	18.21	19.87
145	6.67	8.33	10.00	11.67	13.33	15.00	16.67	18.33	20.00
146	6.71	8.39	10.07	11.74	13.42	15.10	16.78	18.46	20.13
147	6.76	8.44	10.13	11.82	13.51	15.20	16.89	18.58	20.27
148	6.80	8.50	10.20	11.90	13.60	15.30	17.00	18.70	20.40
149	6.84	8.56	10.27	11.98	13.69	15.40	17.11	18.82	20.53
150	6.89	8.61	10.33	12.06	13.78	15.50	17.22	18.94	20.67
151	6.93	8.67	10.40	12.13	13.87	15.60	17.33	19.07	20.80
152	6.98	8.72	10.47	12.21	13.96	15.70	17.44	19.19	20.93
153	7.02	8.78	10.53	12.29	14.04	15.80	17.56	19.31	21.07
154	7.07	8.83	10.60	12.37	14.13	15.90	17.67	19.43	21.20
155	7.11	8.89	10.67	12.44	14.22	16.00	17.78	19.56	21.33
156	7.16	8.94	10.73	12.52	14.31	16.10	17.89	19.68	21.47
157	7.20	9.00	10.80	12.60	14.40	16.20	18.00	19.80	21.60
158	7.24	9.06	10.87	12.68	14.49	16.30	18.11	19.92	21.73
159	7.29	9.11	10.93	12.76	14.58	16.40	18.22	20.04	21.87
160	7.33	9.17	11.00	12.83	14.67	16.50	18.33	20.17	22.00

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