

GAVILAN COLLEGE
5055 SANTA TERESA BLVD.
GILROY, CA 95020

FACULTY CONTRACT

FISCAL YEARS JULY 1, 2008 - JUNE 30, 2011

(FY 2008 – 2009 EDITION)

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ARTICLE I

AGREEMENT

1.1 AGREEMENT

The articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the Gavilan Joint Community College District ("Board") and the Gavilan College Faculty Association/CTA/NEA ("Association"), an employee organization.

1.2 GOVERNMENT CODE

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

1.3 TERM

The term of this Agreement will be from July 1, 2008 through June 30, 2011 (2008/09 – 2009/10 – 2010/11) subject to the provision of law.

1.4 REOPENERS

(a) 2009/10: Compensation will be reopened. In addition, each party has two (2) non-monetary reopeners. Retirement incentives cannot be reopened unless mutually agreed to by both parties. Employee benefits cannot be reopened unless mutually agreed to by both parties. There are also the following mutual reopener(s):

- 1) Provisions of California Education Code 87482.9 concerning part-time Faculty annual reappointment rights.
- 2) Article 1.3, Term.
- 3) Article 14.5, FY 09-10 Mandatory "Planning Day".
- 4) Article 22.3.3.2, Lecture Equivalency Factors.

(b) 2010/11: Compensation will be reopened. In addition, each party has two (2) non-monetary reopeners. Retirement incentives cannot be reopened unless mutually agreed to by both parties. Employee benefits cannot be reopened unless mutually agreed to by both parties.

ARTICLE II

RECOGNITION

2.1 RECOGNITION

The Board confirms its recognition of the Association as the exclusive representative of all designated academic full-time and part-time (see Section 2.2 of the Article) Unit Member employees of the Board, including Librarians, Counselors, academic support personnel, Department Chairpersons, and Work Experience/ROP Liaison personnel, excluding Management, Confidential and Supervisory employees and Program Coordinators who receive release time for administrative and supervisor duties, as defined in the EERA for the purposes of meeting and negotiating.

2.2 PART-TIME FACULTY MEMBERS

Part-time faculty are considered members of the Bargaining Unit if they have taught more than forty percent (40%) and less than sixty percent (60%) lecture equivalent hours in the two (2) preceding semesters and are currently employed more than forty percent (40%) and less than sixty percent (60%) lecture equivalent hours.

ARTICLE III

DEFINITIONS

- 3.1 "Faculty Member" refers to any individual academic full-time employee of the District, regular (tenured) or contract (Ed Code 87602), who is covered by the terms and provisions of this Agreement.
- 3.2 "Faculty" refers to all academic full-time employees of the District, regular (tenured) or contract who are covered by the terms and provisions of this Agreement.
- 3.3 "Faculty Member", "Unit Member" and "Faculty" may be used interchangeably in this Agreement.
- 3.4 "Part-time faculty" refers to any academic person employed by the District for not more than sixty percent (60%) of a full-time assignment. (Ed Code 87882). (See Article 2.2 for Recognition)
- 3.5 The District and GCFA will create a task force to address the provisions applicable to part-time faculty by June 30, 2006. The Task Force will consist of three (3) District appointed members and three (3) faculty appointed members.
- 3.6 "Negotiable items" means faculty salaries, hours, terms and conditions of employment and other matters as defined in the Educational Employment Relations Act (EERA).
- 3.7 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information as required in accordance with the EERA.
- 3.8 "Paid leave" means that a faculty member shall be entitled to: (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits; (b) return to the same or similar assignment held immediately preceding the commencement of the paid leave; and (c) receive credit or annual salary increments provided during the paid leave.
- 3.9 "Benefit leave" means that a faculty member shall be entitled to medical, dental and vision fringe benefits accorded faculty who are on paid leave; and entitled to return to the same or similar assignments held immediately preceding the commencement of leave.
- 3.10 "Unpaid leave" means that a faculty member shall not be entitled to any of the fringe benefits granted to faculty on paid leave or benefit leave except the right to return to the same or similar assignment held immediately preceding the commencement of the unpaid leave.
- 3.11 "Administration" means any District employee designated as Management or Supervisory as defined by the Educational Employment Relations Act (EERA).
- 3.12 "Days" means calendar days unless otherwise specified in other Articles of this Contract.

- 3.13 "Daily rate of pay" means the annual contract salary divided by the number of days in the College calendar. (See Article XIV)
- 3.14 "Immediate family" means any relative of the faculty member as defined by Education Code Section 87788.
- 3.15 "College" shall be interpreted as being Gavilan College.
- 3.16 "Chapter/CTA" shall be interpreted as the Association. GCFA (not Chapter/CTA) shall be interpreted solely as the local chapter.
- 3.17 "Academic year" means the designated school year.
- 3.18 "Department Chairperson" will mean the faculty member(s) as described in Article XXIX - Department Chairperson.

ARTICLE IV

NEGOTIATION PROCEDURES

- 4.1 No earlier than ninety (90) days before the Contract expires either party may initiate negotiations. The Board and the Association shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them.
- 4.2 Ratification of the Agreement, both by the Board and the Association, shall occur at the next regularly scheduled meeting of both parties, or at a special meeting(s) called for that purpose.
- 4.3 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.4 Negotiations shall take place at mutually agreeable times and places.
- 4.5 The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- 4.6 Members of the Association's negotiating teams shall receive necessary release time without loss of compensation to attend impasse proceedings when scheduled during teaching hours.
- 4.7 Upon request the District shall furnish the Association with one (1) copy of all non-privileged District, County, and State reports, defined as public information, as soon as possible. These reports are limited to those that are necessary for the Association to fulfill its role as the exclusive bargaining representative of the defined faculty.

ARTICLE V

NON-DISCRIMINATION

- 5.1 The Board shall not unlawfully discriminate against a faculty member with respect to employment, either directly or indirectly, on the basis of race, creed, color, age, sex, national origin, political affiliation, domicile, marital status, lifestyle, sexual orientation, physical handicap, membership or activity in the Association, political belief and/or affiliation, or concurrent employment at any college by members of the same family. The Board shall not unlawfully discriminate, either directly or indirectly, against any full-time or part-time faculty member of the Bargaining Unit with respect to hours, wages, terms or conditions of employment or application of the provisions of this Agreement.
- 5.2 If any provision of this Agreement is in conflict with the applicable provisions of Federal Executive Orders 11246 and 11375, as amended, Title VII of the Civil Rights Act of 1964, Title IX of the 1972 Higher Education Amendments, or other such applicable laws or any federal regulations pertaining thereto, the provisions of such orders, laws, federal regulations and rules shall prevail. All other provisions or applications of this Agreement shall remain in full force and effect.

ARTICLE VI

ASSOCIATION RIGHTS

6.1 ASSOCIATION RIGHTS

6.1.1 The Association and its duly authorized campus representative shall have the use of College equipment and building facilities at all reasonable times, which shall include evening hours. Such equipment shall include, but shall not be limited to, office computers/printers, duplicating equipment, calculating machines, classroom type data processing equipment and all types of audio-visual equipment when such equipment is not otherwise in use.

6.1.2 However, the use of equipment such as copiers, duplicating equipment and other related cost generating equipment shall only be made available on a cost reimbursement basis to the District by the Association.

6.2 The District shall set aside reasonable bulletin board space for Association use in each District owned building with offices for faculty members, and in all present faculty lounges and dining areas.

6.2.1 Anything distributed by or on behalf of the Association, or by or on behalf of the District, shall indicate the source as the originator or distributor of the communication.

6.3 The Association and its campus representatives shall have the right to use the College mail distribution service for Association communications in accordance with current law, absent the use of District postage, and shall be provided access to all faculty mailboxes for such use.

6.4 Duly authorized Association representatives shall have the right as defined by current law and subsequent PERB decisions to conduct official Association business, including grievance representation activities, on campus property and as necessary to the performance of Association responsibilities to members of the Bargaining Unit.

6.5 The Association, through its campus representative, will be given the right to address the District's Board of Trustees at each regular meeting, to present any matters relating to its function as exclusive bargaining representative of the faculty.

6.6 The Association's office will be found in the Mayock House.

6.7 If requested, a campus faculty parking identification sticker shall be provided to the Association for its designated CTA local, state or national staff representative(s).

6.8 Names, job titles, compensation, and unless otherwise stipulated by a faculty member, the home addresses and listed telephone numbers of all full-time and part-time faculty members shall be provided to the Association no later than thirty (30) days from the date of request for the same by the Association's campus representative.

- 6.9 The Board and the College Administration shall upon request consult with the Association on any new or modified fiscal or budgetary programs, changes in the College curriculum, use of electronic or technological teaching device(s), or major revisions of institutional direction or purpose affecting terms and conditions of employment, which are proposed or under consideration.
- 6.10 The Association shall have access to District public records necessary for collective bargaining and representational duties. Such records may be inspected by the Association during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost which shall represent a reasonable fee for the reproduction of such records.
- 6.11 For Association President release time, refer to Article 25.2.3.
- 6.12 The Association President shall not be required to sit on any committees except in an ex-officio capacity.

ARTICLE VII

ACADEMIC FREEDOM

- 7.1 It shall be the policy of the College to maintain and encourage full freedom for its faculty, to teach, research and pursue knowledge as set forth in this Article and subject to the applicable provisions of law.
- 7.2 In the exercise of this freedom the faculty member may, as provided in the U.S. and California Constitutions and other applicable laws, discuss his/her own subject or area of competence in the classroom, as well as any other relevant matters, including controversial matters, so long as he/she distinguishes between personal opinions and factual information.
- 7.3 Faculty shall be free from unlawful harassment or from unlawful interference or restrictions based on political views.
- 7.4 Faculty shall be free from any and all forms of electronic or other listening or recording devices, except with his/her express and non-continuing consent, except where allowed otherwise by law.
- 7.5 The Board shall not unlawfully inquire into, nor predicate any adverse action upon a faculty member's personal, political or organizational activities or preferences.
- 7.6 The Board shall not interfere with a faculty member's freedom of speech or use of materials in any teaching assignment, except as allowed by law.
- 7.7 This Article is intended to declare the District's and Association's intent to allow those activities protected by constitutional freedom of speech and other forms of academic freedom protected by the laws of the State of California and the laws of the United States.

ARTICLE VIII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 8.1 Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.
- 8.2 Any Unit Member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the Bargaining Unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one (1) lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the Unit Member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 8.1 of this Article. In the event that a Unit Member shall not pay such fee directly to the Association or authorize payment through payroll deduction as provided in Paragraph 8.3, said Unit Members shall be subject to suit by the Association for unpaid fees.
- 8.3 EXCEPTIONS
- 8.3.1 Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code. Such organization or list of organizations will be approved by the District and Association.
- 8.3.2 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 8.3.1 above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraph 8.1 and 8.2 of this Article. Payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.

- 8.3.3 Any Unit Member making payments as set forth in Paragraph 8.3.1 and 8.3.2 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- 8.4 With respect to all sums deducted by the District pursuant to Paragraphs 8.1 and 8.2 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of Unit Members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- 8.5 The Association agrees to furnish any information needed by the District to fulfill the provision of this Article.
- 8.6 **HOLD HARMLESS**
- 8.6.1 Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
- 8.6.2 Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE IX

GRIEVANCE PROCEDURE

9.1 DEFINITIONS

- 9.1.1 A "grievance" is a written complaint by a Unit Member alleging a violation or misapplication by the District, its officers or agents of this Contract, which he/she claims has had an adverse effect on the grievant. Resolution of matters for which other procedures are specifically provided by federal or state law shall be undertaken through the appropriate procedures. These processes for resolution are limited to dismissals, HEW, EEOC, FEPC and OSHA claims.
- 9.1.2 A "grievant" is an employee, group of employees, or the Association who submits a grievance.
- 9.1.3 A "party in interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.
- 9.1.4 Day - A day, for the purposes of this Section, is any day (Monday through Friday) in which the main Gilroy campus District offices are open. If an event giving rise to a grievance occurs during a Unit Member's vacation or recess, other than a long-term leave of absence, a Unit Member shall be allowed fifteen (15) days after the scheduled return to duty within which to file the grievance.
- 9.1.5 Grievance Time Limits - The District will not process a grievance that is presented by a Unit Member forty-five (45) days after the occurrence or alleged occurrence of the event giving rise to the grievance or forty-five (45) days after the Unit Member should reasonably have known of the event.
- 9.1.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal to the next step of the procedure within the time allocated had the decision been given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

9.2 PURPOSE

The purpose of this procedure is to resolve the grievance at the lowest possible administrative level. Both parties agree that these proceedings will be kept as normal and confidential as may be appropriate at any level of the procedure.

9.3 PROCEDURE

9.3.1 LEVEL 1

- 9.3.1.1 A grievance shall be presented in writing to the immediate supervisor using the grievance form.

- 9.3.1.2 The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within five (5) days of receipt of the grievance.
- 9.3.1.3 The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.
- 9.3.1.4 If the aggrieved party and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days from the meeting noted in 9.3.1.3, the grievance may be appealed to Level 2, with a copy simultaneously provided to the Association President.
- 9.3.1.5 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the President and the Association with the processing of such grievance to commence at Level 2.

9.3.2 LEVEL 2

- 9.3.2.1 A grievance shall be presented in writing to the President or his/her designee using the grievance form within ten (10) days from the time noted in 9.3.1.4.
- 9.3.2.2 The President or his/her designee shall meet with the aggrieved party and/or the Association representative within ten (10) days of receipt of the grievance appeal.
- 9.3.2.3 The President or his/her designee shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.
- 9.3.2.4 If the aggrieved party and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance at Level 2, the aggrieved party may request the Association to submit the grievance to arbitration.

9.3.3 LEVEL 3

- 9.3.3.1 If the Association proceeds to arbitration, it shall notify the District in writing.
- 9.3.3.2 Within thirty (30) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually

acceptable arbitrator and obtain a commitment from said arbitrator to serve.

- 9.3.3.3 If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a demand to arbitrate to the California Mediation and Conciliation Service. In the event the California Mediation and Conciliation Service is not available or able to provide an arbitrator, both parties agree to use the American Arbitration Association.
- 9.3.3.4 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to do an act prohibited by law. The arbitrator shall not give any award of back pay that is retroactive to a date earlier than forty-five (45) days before the date the grievance was filed. The decision of the arbitrator shall be binding.
- 9.3.3.5 All costs for the services of the arbitrator, including, but not limited to per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

9.4 TIME LIMITS

- 9.4.1 Time limits provided for at each level shall begin the day following receipt of the grievance, grievance appeal or written decision.
- 9.4.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.
- 9.4.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, then upon request of the Association the processing of the grievance shall be deferred until the second (2nd) week of the next succeeding semester, excluding the summer

session, unless the parties mutually agree to process the grievance during the summer for reasons of harm to the aggrieved person.

9.5 RIGHTS OF REPRESENTATION

A Unit Member alleging a grievance may be represented at all stages of the grievance procedure by an Association designated representative, unless the grievant makes different arrangements with the Association.

9.6 NO REPRISALS

No reprisals of any kind will be taken by the President or by any member or representative of the Administration or the Board against any aggrieved party, any party in interest, any member of the Association or any other participant in the grievance procedure by reasons of such participation.

9.7 MISCELLANEOUS

9.7.1 The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one (1) teacher in a class action fashion.

9.7.2 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the immediate supervising administrator by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any Unit Member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.

9.7.3 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in or considered part of the personnel file of any of the participants.

9.7.4 Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared by the District and mutually approved by the Association, and after mutual approval by the parties, given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

9.7.5 Upon mutual agreement of the Association and the President, a grievance may be taken directly to arbitration.

9.7.6 A Unit Member may at anytime present grievances to the employer, and have such grievances adjusted with the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the written agreement. If an employee presents a grievance on his/her own behalf, the Association shall be notified and given the opportunity to

present its views beginning at the informal level and all successive steps. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE X

LEAVES

10.1 SICK LEAVE - ENTITLEMENT AND TRANSFER

10.1.1 FULL-TIME EMPLOYEES - A full-time ten (10) month academic employee who must absent himself/herself from his/her duties because of illness or injury is entitled to ten (10) days leave per year. Employees whose contractual assignment is for more than ten (10) months shall be granted sick leave on the same basis -- one (1) day per service month.

10.1.2 ACCUMULATION AND TRANSFER - Sick leave not taken may be accumulated from academic year to academic year.

10.1.3 At the beginning of each academic year every faculty member shall be advanced a sick leave allotment credit, equal to his/her entitlement for the academic year. A faculty member may use this credited sick leave at any time during the academic year. Use of sick leave will be reported in Quarter Day increments (.25/.50/.75/1.0).

10.1.4 Should a faculty member resign or retire, the faculty member's last salary warrant shall be adjusted, if necessary, by any sick leave used but not earned. For example, the new employee who leaves after one-half (1/2) year service, would receive a final salary warrant with pay reduced by five (5) days -- if ten (10) days of sick leave have been used.

10.1.5 The College shall provide each faculty member with a written statement of (1) accrued sick leave total and (2) his/her sick leave entitlement for the academic year. Such statement shall be provided no later than September 30 of each academic year.

10.2 MATERNITY LEAVE - PREGNANCY

10.2.1 Unit Members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed and paid for by the District.

10.2.2 Unit Members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District management may require a verification of the extent of the disability through a physical examination of the employee by a physician appointed and paid for by the District.

10.2.3 The Unit Member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.3 CHILD-REARING OR PREPARATION FOR CHILD BEARING LEAVE

The Board may grant an employee a child rearing or preparation for child bearing leave without pay for up to one (1) year after the birth of the employee's child or the adoption of a child of pre-elementary age upon receiving actual custody of the child, or earlier if necessary in order to fulfill the legal requirements for adoption.

Request for such leave shall be made as far in advance as possible.

An employee returning from leave shall resume duties on a regular basis at the same or similar position held prior to the leave. If the employee is not returned to the same or similar position held prior to leave, the change will be considered a transfer.

10.4 EXTENDED ILLNESS LEAVE

If absence extends beyond the number of days of accumulated leave, the academic employee will be paid the difference between his/her salary and that paid the substitute for a period not to exceed five (5) months.

10.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

10.5.1 Criteria - If a District-related injury or sickness results in absence of a Unit Member, that person is entitled to leave for the duration of the injury as determined by the appropriate medical authority. Such leave shall commence on the first (1st) day of such absence.

10.5.2 Compensation - Such leave is for maintenance of the individual's tenure right and service credit and may or may not provide District compensation as provided in this Contract.

10.5.3 Allowable Days - For individuals with at least one (1) year of full-time service within the District, the District shall, for not more than sixty (60) working days within any one (1) year for the same accident, provide compensation, which added to any disability payments will equal his/her normal salary. Allowable leave shall not be accumulated from year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due her/him for the same illness or injury.

- 10.5.4 Utilization of Sick Leave - For individuals with less than one (1) year of full-time service within the District, and for individuals who have exhausted the sixty (60) day compensated leave, a person may utilize accrued sick leave in fractions of days which, when added to disability compensation, will ensure his/her full salary but will not exceed a normal day's compensation.
- 10.5.5 Reduction of Leave - Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability award.
- 10.5.6 Exhaustion of Leave - Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the Education Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which, when added to his/her temporary disability indemnity, will result in a payment to her/him of not more than his/her full salary.

10.6 PERSONAL NECESSITY LEAVE

- 10.6.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee, upon prior approval except where specifically noted (*) in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.
- 10.6.2 A maximum of six (6) days accumulated sick leave may be used in any school year for personal necessity leave for any of the following reasons:
- *10.6.2.1 Death or serious illness of a member of his/her immediate family.
 - *10.6.2.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - *10.6.2.3 Death of a close friend which necessitates the employee's presence or serious illness of a member of the employee's household.
 - *10.6.2.4 Acts of God rendering the employee incapable of reporting to his/her assignment.

* EMPLOYEE IS NOT REQUIRED TO SECURE ADVANCE PERMISSION.

- 10.6.3 Personal necessity leave not specified in other leave regulations may be granted upon the prior approval of the President or designee.

10.7 BEREAVEMENT LEAVE

Each employee shall be entitled to four (4) days of paid leave of absence, or five (5) days if travel beyond three hundred (300) miles or outside of the state is required, when absence is necessary on account of the death of any member of the immediate family. This leave will not be deducted from sick leave.

10.8 PERSONAL LEAVE

A short term personal leave may be granted to an employee for reasons not covered under personal necessity leave. Such leave shall be without pay or with partial compensation at the discretion of the President or designee. Extended leaves without pay up to one (1) year may be granted by the Governing Board.

10.8.1 SHORT TERM

10.8.1.1 The President or designee may grant a personal leave to an employee for reasons not covered under personal necessity leave. Such a leave shall be granted without pay. However, depending on the nature of the leave, the President or designee may grant such leave with fringe benefits.

10.8.1.2 Requests for personal leave shall be submitted to the President or designee two (2) weeks prior to the requested date of leave.

10.8.2 EXTENDED PERSONAL LEAVE

10.8.2.1 A permanent employee may be granted a leave of absence without pay for up to a maximum of one (1) year for personal reasons as listed below provided such a leave does not adversely affect the teaching program of the District.

10.8.2.2 Any academic employee on leave, other than sabbatical leave, shall not receive credit for a step change on the salary schedule unless such an employee renders actual service to the District for more than seventy five percent (75%) of the number of days that regular school is in session.

10.8.2.3 The employee will be entitled to retain health benefits for himself/herself and his/her family while on leave so long as the employee pays to the District the full cost of the coverage, subject to the insurance carrier's approval.

10.8.2.4 The employee may request that the leave be granted as a benefit leave, in which case fringe benefits may be granted.

10.8.3 EXAMPLES OF PERSONAL LEAVE

- 10.8.3.1 Study, travel, and/or professional improvement (not covered by sabbatical leave).
- 10.8.3.2 Overseas teaching.
- 10.8.3.3 Peace Corps or similar service.
- 10.8.3.4 Personal health and family hardship.
- 10.8.3.5 Child-rearing or preparation for child bearing leave.

10.9 JURY LEAVE

A faculty member shall be entitled to paid leave when necessary for jury duty. The Employee shall pay the District the "jury fees" received.

10.10 LEGISLATIVE LEAVE

A faculty member who is elected to the State Legislature, Congress or a School or College Board in another District or appointed to government service shall be entitled to an unpaid leave of absence for the length of the term or terms of office, not to exceed two (2) years.

- 10.10.1 The faculty member on such leave shall notify the College of an intended return at least four (4) weeks in advance of such return.
- 10.10.2 The faculty member on such leave shall be entitled to return to employment at the end of the leave.

10.11 STAFF DEVELOPMENT LEAVE

A faculty member may be granted paid leave for the purpose of improving classroom teaching performance. Such leave may be used to visit classes in other departments or colleges or to attend workshops related to the subject(s) or academic discipline(s) being taught by the faculty member.

10.12 SABBATICAL LEAVE

Note: Paragraph 10.12 will be suspended for FY 03/04 and 04/05. During these two (2) years no sabbaticals will be funded by the District.

- 10.12.1 After completing seven (7) consecutive full school years of service, a Unit Member will be eligible for a sabbatical leave of absence not to exceed two (2) semesters, provided that such is commenced and completed within a three (3) year period. Any Board approved leave will not be considered a break in the

required seven (7) years of consecutive service, nor will it be counted as a period of service for purposes of sabbatical leave.

- 10.12.2 Applicants for sabbatical leave must submit their request and plan to the Staff Development Committee no later than December 1 of the school year proceeding the school year in which the leave is requested. The Staff Development Committee will review and prioritize sabbatical proposals using criteria established by the Board of Trustees. The Committee will forward its recommendations through the Vice President of Instructional Services to the President. The leave requests will be presented to the Board at the regular January meeting for information. The President will present the leave requests to the Board for action no later than the regular March meeting.
- 10.12.3 Subsequent to the President's recommendation, the Board of Trustees may grant leave based on benefit of the proposed leave to the educational process.
- 10.12.4 Unit Members on sabbatical leave will receive a percentage of the regular salary they would have earned during their leave, according to the following schedule:
- One Semester Leave - 100% of salary
- Two Semester Leave - 60% of salary
- 10.12.5 The regular salary earned per semester shall be calculated by dividing the regular salary for the academic year by two (2). The annual salary calculated according to the above schedule shall be paid in ten (10) equal payments.
- 10.12.6 The Unit Members will be entitled to return to positions comparable to those which were held at the time of granting leave, and will also receive the appropriate step advancement which would have been granted had they not been on leave. Unit Members on sabbatical leave will receive the same health and welfare benefits they would have received had they not gone on leave.
- 10.12.7 The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond in the amount of the sabbatical pay posted to protect the District against failure to successfully complete the sabbatical program as described or to render the necessary post-leave service of not less than two (2) years for a full year of leave; the description, purpose, and objectives of the sabbatical program; and appropriate reporting procedures as may be designated by the President.
- 10.12.8 At no time may the number of individuals on a sabbatical leave exceed three percent (3%) (rounded to the nearest whole number) of the Unit Members.
- 10.12.9 The teaching or workload of faculty on sabbatical leave will be absorbed by other members of the faculty, if possible. If this is not possible in the opinion of the President, a recommendation which has the least detrimental effect on the educational program will be made to the Board of Trustees.

10.13 ASSOCIATION LEAVE

The Association President or designee shall have five (5) non-consecutive days of paid leave to utilize for local, state or national conferences or for conducting other business pertinent to Association affairs. The Association President must provide at least five (5) working days notice of leave to the District.

10.14 MISCELLANEOUS

10.14.1 A faculty member on paid leave shall be entitled to (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits; and (b) return to the same or similar assignment held immediately preceding the commencement of the paid leave; and (c) to receive credit for annual salary increments provided during the paid leave. A faculty member on unpaid leave shall not be entitled to any of the benefits provided employees on paid leave or benefit leave except the right to return to the same or similar assignment held immediately preceding the commencement of the leave. Benefit leave means that the faculty member shall be entitled to medical, dental and vision fringe benefits accorded faculty members who are on paid leave and entitled to return to the same or similar assignment held immediately preceding the commencement of the leave.

10.14.2 UNAUTHORIZED LEAVE

10.14.2.1 The academic employee's daily rate of compensation shall be charged against the annual salary for all unapproved personal absences. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the President or designee including all duties and responsibilities as defined by the Education Code, rules and regulations of the State Board of Education and policies and regulations of Gavilan Community College District.

10.14.2.2 Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any employee who has not faithfully performed all duties prescribed; however, any past earned salary or outstanding accounts due will be paid.

10.14.2.3 An employee shall receive as salary only that amount which bears the same ratio to the established annual salary as the time served bears to the required days served.

10.14.3 VERIFICATION

The District may require an employee to furnish reasonable documentation of the reason for taking leave or the ability to return from leave.

10.14.4 PERSONAL BUSINESS LEAVE

An academic employee is permitted to be absent for his/her personal business for three (3) days per year subject to advanced approval from his/her immediate supervisor.

10.14.5 FAMILY CARE LEAVE (See Appendix F)

ARTICLE XI

EMPLOYEE RIGHTS

- 11.1 Current District policies regarding free parking for Unit Members, participation in tax-sheltered annuities, use of District telephones and copyrights shall be maintained for the term of this Agreement.
- 11.1.1 All Unit Members will be provided free on-campus parking stickers for all vehicles registered in their, or their family members' name.
- 11.1.2 Except as specifically provided in this Contract, no right or benefit of a Unit Member provided by law is waived by this Contract. This provision is not subject to grievance procedure.
- 11.1.3 Unit Members may participate in the tax-sheltered annuity of their choice, with the District providing payroll deductions for this purpose, if that annuity is listed with Santa Clara County Office of Education payroll, provided the company will sign this District's hold harmless agreement. The District agrees to formally petition the County to add additional annuities requested by a Unit Member.
- 11.1.4 Faculty members will be provided with an office phone to be used for intra-district and local calls related to College business. The District shall pay for all costs related to the use of the phones. If the District determines that excessive costs for local phone calls are generated, then it may re-open negotiations on this benefit each Spring. If the District requests negotiations, documentation on phone call usage will be provided to the Association.
- 11.1.5 Copyrights for materials, publications, tapes and other written, verbal, visual, audio or artistic products developed, conceived or executed by a Unit Member shall be awarded to the Unit Member unless the Unit Member is specifically directed or employed by the District to create the work. If there is disagreement relative to a copyright, the requirements of law shall apply.
- 11.1.6 To the extent permitted by law, faculty members shall have the option to request and receive payment of salary in either:
- (1) Ten (10) equal monthly payments, beginning in August and ending in May of the year, or
 - (2) In twelve (12) equal monthly payments beginning in August and ending in July of the year.

Nothing herein contained shall be deemed to require or permit the payment of salary before it is earned or in advance of the rendition of services.

ARTICLE XII

WORKING CONDITIONS

- 12.1 The following provisions are intended to indicate the current policies utilized in the areas specified. They are not intended to change current policy nor will the District be required to expend District monies or resources in order to implement the provisions of the Article, except those expenditures that are currently being made.
- 12.2 Upon appointment, and during every year of employment thereafter, each faculty member shall be provided with an individual office, when possible. Said office shall be properly maintained, lighted, ventilated, and heated or cooled within existing capabilities or provided in any new construction, and shall be equipped at least with the following, all of which shall be maintained in working order.
- 12.2.1 A lockable office door
- 12.2.2 One (1) desk with one (1) lockable drawer
- 12.2.3 One (1) appropriate desk chair
- 12.2.4 One (1) suitable chair for visitors
- 12.2.5 One (1) lockable four (4) drawer file cabinet
- 12.2.6 Adequate shelving for books and/or table space
- 12.2.7 One (1) individual office telephone
- 12.2.8 A desktop computer of performance and specification at least equal, if possible, to the minimum classroom and laboratory computing standard as outlined in the District Technology Master Plan.
- 12.2.8.1 The computer shall be capable of digital multimedia playback and production with either a CD/DVD burner or USB port adequate for transporting and playing multimedia presentations in a smart classroom environment, and shall have current versions of standard District licensed operating system and Office software:
- a) As installed in basic student computing labs and classrooms
 - b) Any academic discipline specific software as determined necessary for use in a faculty member's regular classroom or lab teaching assignment
 - c) Software as needed to produce and maintain faculty and class websites and webpages.

12.2.8.2 Each faculty computer shall also have access to a printer capable of printing full page grayscale images.

12.2.9 One (1) campus mailbox

12.3 Each faculty member shall be provided with keys to his/her office building and individual office and shall have limited access to each. All faculty members shall be required to pay for lost key replacement during his/her term of employment. Upon leaving employment, faculty members will be required to turn in all College keys which have been checked out to them. Employees who do not return their keys to the District, or who lose their keys, will have the following amounts deducted from their paychecks:

Category I	(Master Bldg. Key)	\$10.00 per key
Category II	(Office/Room Key)	\$ 5.00 per key
Category III	(Cabinet Key)	\$ 5.00 per key

12.4 The faculty member actively engaged in library research may request, in a timely manner and shall be provided as space allows, the use of an individual library carrel for his/her individual exclusive usage on a daily basis.

12.5 On an annual basis, an Association representative as appointed by the Association President, will consult with the Vice President of Administrative Services as to the need for clerical/typing support for the faculty. As a result of such consultation, a plan shall be developed to answer the clerical needs of faculty.

12.6 Specially designated and appropriately identified parking spaces shall be provided for all handicapped or disabled Unit Members.

12.7 Parking facilities for all Unit Members shall be reasonably lighted, maintained and patrolled.

12.8 All retired faculty members and their immediate families, upon request, may be provided tickets to College athletic events and other activities to which student activity tickets normally apply.

12.9 Any faculty and/or staff meeting called by the College administration shall be scheduled during the regular duty day at a time when a minimum number of classes are in session. The following conditions will apply:

12.9.1 Each affected faculty member shall be provided sufficient notice of the meeting, and an appropriate agenda shall be distributed at least two (2) days in advance of the scheduled meeting.

12.9.2 In the event of an emergency meeting, or one (1) involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting.

- 12.10 Every effort will be made to provide no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one (1) day, and the beginning of the first assigned class on the following day.
- 12.10.1 Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period.
- 12.11 Unit Members, at their option and with the consent of the Vice President of Instructional Services, may be assigned a teaching load which spans more than twelve (12) hours in a day.
- 12.12 If a final schedule cannot be mutually agreed upon, then the Administration will complete the final schedule.
- 12.12.1 Course cancellations shall not reduce the District's contractual obligation to the faculty member.
- 12.12.2 All classes shall be assigned to rooms and laboratories which can properly accommodate them, and which are properly heated and/or cooled, lighted, ventilated (not necessarily by a window), equipped and maintained within the existing capabilities.
- 12.12.3 Classes for a given course in any given academic period shall be assigned in the same room for all sessions barring emergency circumstances, consistent with class needs.
- 12.13 Faculty members' participation in, or attendance at, all College sponsored functions and activities shall be voluntary with the exception of District mandated meetings.
- 12.14 If specific academic attire (caps and gowns) is required, it shall be furnished by the College at no cost to the faculty members.
- 12.15 Faculty members shall not be assigned more than three (3) consecutive lecture hours in a given work day. Exceptions to such consecutive assignments may be permitted in cases where a faculty member specifically requests or agrees in writing to a different form of consecutive assignments than indicated by the program. This consecutive hour provision will be suspended if the nature of the program necessitates such scheduling.

ARTICLE XIII

PERSONNEL FILES

- 13.1 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 13.1.1 Such material is not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable Examination Committee members, or (3) were obtained in connection with a promotional examination.
- 13.1.2 Every employee shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the employing District.
- 13.1.3 Information of a derogatory nature, except material mentioned in Section 13.1.1 of this Article shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. An employee shall have the right to enter, and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 13.2 There shall be only one (1) official personnel file for each faculty member as opposed to pre-employment, promotional and/or payroll files. This file shall be locked in the Administration offices on the campus. Representatives of the Association shall have access to said personnel file with the faculty members' written authorization. Faculty members' files may be inspected only by those, as specified in a side letter, having an official right for doing so, or those having authorization of the faculty member.
- 13.3 Any derogatory material placed in a faculty member's file must be dated and signed and a copy shall be given to the faculty member prior to the time of insertion in the personnel file.
- 13.4 A faculty member shall have the right to file an answer to any material submitted for inclusion in his file and such answer shall be attached to the file copy.
- 13.5 After five (5) years the employee may request the removal of material from the file. If requested, the material will be removed from the official personnel file and will be maintained in a separate dead file; and will not be utilized for District business or personnel decisions unless relevant to protect the District in legal proceedings. This separate dead file may also be utilized to store pre-employment and promotional documents which are not accessible to the employee -- however, any other material in the dead file will be accessible to the employee if it is withdrawn from the dead file.

- 13.6 The employee's representative, with the employee's written consent, may review the official personnel file, or the personnel section of the dead file, if it is withdrawn.
- 13.7 A "side letter of authorization" is made part of this Agreement by Appendix D.

ARTICLE XIV

COLLEGE CALENDAR

14.1 The work year shall be one hundred seventy five (175) days for the duration of this Contract.

14.1.1 By mutual agreement between Unit Members and the appropriate Vice President, the Unit Member may work outside of the academic calendar but within the fiscal year and take compensatory time off.

14.2 The agreed upon calendar is attached as Appendix I.

ACADEMIC FLEX CALENDAR

14.3 The academic calendar will consist of one hundred seventy five (175) days.

14.4 There will be one hundred sixty five (165) instructional days.

14.5 For 2007 – 2008 there will be ten (10) flex days; eight (8) are designated "contract flex" days and two (2) "mandatory flex" days. For 2008 – 2009 there will be ten (10) flex days; seven (7) are designated "contract flex" days, two (2) "mandatory flex" days, and one (1) a mandated "planning day". This mandatory "planning day" will sunset on June 30, 2009 unless negotiated.

14.6 Definition: A flexible calendar day shall be defined as a six (6) hour day.

14.7 Definition: A "contract flex day" is a day that a faculty member will perform certain activities as outlined in this document and Education Code 84891. These activities may be performed on campus or off campus. A contract between the faculty member and the District will be entered into in order to fulfill this task.

14.8 Definition: A "contract flex day" shall be any day of the week that allows the faculty member to work on his/her own time at his/her own expense during the fiscal year (Education Code 84891). Regular scheduled office hours, instructional class and laboratory time, scheduled committee meetings, and related professional duties will not be counted as part of a "contract flex day".

14.9 Definition: A "mandatory flex day" and a mandated "planning day" is a day designated in the Contract that places a faculty member on campus for planned activities.

14.10 Flex contract activities done on instructional days shall commence no earlier than completion of professional duties such as class or laboratory time, office hours, committee meetings, and related professional duties.

14.11 All faculty members shall develop a contract for their flex contract day activities which shall be submitted to the Staff Development Committee. All contracts will be submitted on a standard form; the form and guidelines for individual flex contracts will be

developed by the Staff Development Committee and submitted to the Vice President of Instructional Services for approval. The proposed individual contracts will be reviewed and commented upon by the appropriate Department Chairperson, then forwarded to the Staff Development Committee by October 15 for Committee approval. The Staff Development Committee will then forward the contract to the Vice President of Instructional Services for final approval.

14.12 Academic advisers who wish to count advising days as part of their flexible assignment and advise without stipend, may do so.

14.13 The core of flex day activities shall come from the Education Code Section 84891 and the following list of qualifying activities.

Education Code Section 84891 - Course instruction and evaluation; staff development; in-service training and instructional improvement; program and course curriculum or learning resource development and evaluation; student personnel services; learning resource services; related activities such as student advising, guidance, orientation and matriculation services; department or orientation and matriculation services; department or divisional meetings, conferences, workshops and institutional research; other duties as assigned by the District and necessary supporting activities for the above.

Qualifying and individual activities - Institutional planning; articulation; student recruitment; workshop development; improving learning resources; short-term course development or offering; facility planning; institutional research; peer interaction designed to strengthen curriculum and teaching; grant writing; cross discipline curricular work; conference presentation; conference attendance; computer software development or learning; research and publication; job shadowing; computer skill development; course work completed in one's field or related field; curriculum development or revision; community relations; working with/for statewide groups related to education and community college.

14.14 Counselors, librarians, and other faculty members not directly involved in instruction shall be subject to all the provisions of the GCFA/District Agreement as it relates to their contracted work hours. This agreement does not modify or change the current contracted work hours. Counseling and Librarian contract flex hours may be done only after completion of daily assigned duties.

ARTICLE XV

HOLIDAYS

- 15.1 Any holidays within the academic calendar taken by a faculty member shall not be counted as paid leave days.

ARTICLE XVI

APPOINTMENT OF FACULTY

16.1 APPOINTMENT OF FACULTY

16.1.1 Faculty members may be appointed as a contract (probationary), regular (tenured), temporary and other status of employee provided by law.

16.1.2 Provisions for appointment of contract and regular employees are set forth in Education Code 87600-87611 for informational purposes.

16.1.3 This Article shall not be interpreted to take away tenure rights provided regular employees.

16.2 Unit Members may submit resignations, to be accepted by the President/Superintendent or the Governing Board. A faculty member who submits a written resignation may, up until the time of action by the Board, withdraw the resignation without prejudice.

16.3 Provisions of this Agreement apply to contract or regular employees, within provisions applicable to temporary employees specified as such.

ARTICLE XVII

UNIT VACANCIES

- 17.1 Purpose: The purpose of this sub-article is to provide a formal procedure to fill vacancies within the Bargaining Unit.
- 17.2 Vacancies
- 17.2.1 Posting - The District will announce, or post on designated bulletin boards at the College, notices of all regular academic vacancies. Such notices shall be announced or posted for a minimum of five (5) business days (days in which the District Office is open for business). Copies of any such notices shall be forwarded to the Association at the time of announcing or posting.
- 17.2.2 Applications - Any qualified full-time tenured or contract faculty member may apply for such vacancy by submitting an application. A resume and the completed application shall accompany a letter of intent to the appropriate Vice President.
- 17.2.3 Selection Process - The designated administrator, in conjunction with any Screening Committee that may be impaneled, shall review and consider faculty member applications and shall provide all final applicants with an interview. Any recommendation for the position shall be submitted promptly to the President, or designee.

ARTICLE XVIII

REASSIGNMENTS

- 18.1 A reassignment is the permanent transfer of a qualified full-time regular or contract faculty member within the same Faculty Service Area (FSA) or to a different FSA in which he or she is qualified to teach but has not taught.
- 18.1.1 A reassignment may be initiated by the faculty member ("voluntary") or by the District ("involuntary").
- 18.2 Voluntary Reassignment - A faculty member may request a voluntary reassignment to an open position to take effect at the beginning of the next academic semester.
- 18.2.1 The request for voluntary transfer shall be made within the five (5) business days after the posting or announcement of the notice of vacancy.
- 18.2.2 All requests for voluntary reassignment shall be considered on the basis of the following criteria: credentials to perform the service; experience and training within the subject area; requirements and specifications of the position; and seniority.
- 18.2.3 If a voluntary reassignment request is denied, the faculty member, upon request, shall be provided with specific reasons for the denial.
- 18.3 Involuntary Reassignment - Involuntary reassignment shall be based on the considerations described below.
- Involuntary reassignment shall not be made for punitive reasons.
- 18.3.1 All involuntary reassignments shall be considered on the credentials to perform the service; experience and training within the subject area or within a related subject area; and needs of the District.
- 18.3.2 When the reassignment is caused by elimination of the faculty member's assignment, faculty members to be involuntarily reassigned shall have the right to indicate preferences from a list of vacancies, if such vacancies exist. The Administration shall make the final determination.
- 18.3.3 A faculty member who is to be involuntarily reassigned shall, upon request, be given the reasons in writing for the impending reassignment.
- 18.3.4 An involuntary reassignment shall not result in the loss of regular compensation, seniority or any fringe benefit to a regular faculty member. Stipends and overload pay shall not be considered regular compensation.
- 18.4 The procedures contained in this Article do not apply to reassignments made pursuant to a reduction in force proceeding.

ARTICLE XIX

EVALUATION OF FACULTY

19.1 EVALUATIONS

Non-tenured faculty shall be evaluated at least once a year for four years following the process outlined in article 19.5.

Tenured faculty shall be evaluated at least once every three (3) academic years (Education Code 87663(a)).

The purposes of faculty evaluation are:

19.1.1 To measure the effectiveness of faculty performance and to identify those areas needing improvement and provide assistance for improved faculty performance. Any areas of serious concern should be reviewed with the faculty member as soon as they are identified.

19.1.2 To encourage continued growth in faculty performance and as an active participant in the College governance structure.

19.1.3 Actual observations of work performance shall take place between the second (2nd) and the twelfth (12th) week of the semester.

19.1.4 To ensure compliance with District policies and standards.

19.1.5 To provide reasonable criteria for granting reappointment and permanent and continuing status.

19.2 TENURE REVIEW – FOR NON-TENURED FACULTY

All non-tenured faculty, will fall under the provisions of this Article. The District agrees to indemnify and hold harmless any faculty member of the Tenure Review Committee acting within the course and scope of employment against any and all claims arising out of any tenure review process conducted under the provisions of this Article.

In addition to the evaluation process described below, a Tenure Review Committee will be formed. This Committee will consider all pertinent contract information (including but not limited to student evaluations, self evaluations, administrative evaluations, all peer evaluations, committee observations, and past and present student surveys) needed to make a recommendation to the President of the College either to continue or not to continue employment. The process of tenure is one that requires confidentiality.

19.2.1 The Tenure Review Committee shall consist of the Vice President or his/her designee; the supervising Administrator; two (2) faculty members appointed by the Faculty Senate President, one (1) of whom shall serve as the Chair, and the

appropriate Department Chair. All faculty appointees will be tenured. Changes in committee membership may be made by the College President or his/her designee due to the following circumstances: changes in assignments, leaves, retirements, resignations from the committee, changes in Department Chairs, peer evaluator conflicts or mentor conflicts.

19.2.2 A Tenure Review Committee member shall not serve as peer evaluator or mentor of a non-tenured employee while serving on the Tenure Review Committee. If possible, the composition of the Committee will be the same for the second (2nd), and third (3rd) and fourth (4th) year.

19.2.3 The Tenure Review Committee will be formed by September 30 of the first (1st) year of full time employment of the non-tenured faculty. Faculty employed as a first year contract employee who will not complete 75% of the academic year will be a first year contract employee in the following academic year. The evaluation, therefore, will commence at that time. The committee will then begin a thorough review of the employee's performance-using the appropriate Observation Forms. Once completed, the committee will meet, review all information and make recommendations to the supervising administrator for inclusion in the evaluation. These may include positive comments and expectations for improvement with realistic timelines. The supervising administrator will then complete the evaluation process including reviewing it with the evaluatee and make the summary evaluation and any response available for review by the tenure review committee. The committee will then vote and make their recommendation to the President. If the committee has serious concerns about the employee's performance, a spring review may be initiated using the process outlined above for the fall semester.

First (1st), second (2nd), and third (3rd), and fourth (4th) year contract faculty will be evaluated at least once each year prior to February 15. Additional administrative evaluations may be completed at the discretion of the Administration.

This will be completed by February 15 of the first (1st) year. If employment is continued, the non-tenured employee will be granted a second (2nd) year contract.

During the Fall Semester of the second (2nd) year, the Tenure Review Committee will complete its review of the non-tenured faculty for a second (2nd) time. This will be completed by February 15 of the second (2nd) year. If employment is continued, the non-tenured employee will be granted a third (3rd) and fourth (4th) year contract.

During the Fall Semester of the third (3rd) year, the Tenure Review Committee will complete its review of the non-tenured faculty for a third (3rd) time. This will be completed by February 15 of the third (3rd) year.

During the Fall Semester of the fourth (4th) year, the Tenure Review Committee will complete its final review of the non-tenured faculty. This will be completed by February 15 of the fourth (4th) year.

19.2.4 The President may or may not recommend renewal to the Board. The President's report to the Board will include the report of the Tenure Review Committee. If employment is continued, the non-tenured employee will be granted tenure.

19.2.5 If tenure is not granted, then non-renewal proceedings will be followed pursuant to Education Code Section 87610.1.

19.3 TENURED FACULTY EVALUATION TEAM COMPOSITION

For Tenured Faculty the Evaluation Committee will consist of four (4) academic persons: one (1) administrator and the following peers: peer evaluator, the President of GCFA and the President of the Faculty Senate.

The administrative member of the Evaluation Committee, who is also responsible for seeing the process through to its conclusion, will be appointed by the Vice President of Instructional Services.

The faculty member being evaluated will select a colleague to carry out the peer evaluation. Where the number of faculty within a discipline is small in number, the peer evaluator may be selected from a discipline outside of the faculty member's area of expertise.

The evaluating peer shall be employed within the GCFA Unit. The evaluating peer will make a least one (1) class visitation with a second (2nd) visitation being mandated at the request of the evaluatee. The visitation(s) will be summarized in a written report and the peer will present and discuss the written report with the faculty member being evaluated.

The faculty member has the option of placing this report in his/her personnel file.

19.4 EVALUATION TIME LINE

All Unit Members, with the exception of non-tenured faculty, will be notified on or before the end of the semester, prior to the regular evaluation, of the need of such an evaluation.

19.4.1 Evaluation of all faculty will be completed by the end of the semester.

19.4.2 Actual classroom evaluation observation of Unit Members shall take place between the second (2nd) week and the twelfth (12th) week of the semester.

19.5 EVALUATION PROCESS

The evaluation of a faculty member is a four-part process that involves a self-evaluation, peer evaluation, administrative evaluation, and a student evaluation report.

The following are general criteria that will be used in the evaluation:

Expertise in subject matter or professional field.

Effectiveness in carrying out duties in instruction, counseling, library, or enabling, as appropriate for the Unit Member's assignment.

Acceptance of professional responsibilities.

Effectiveness of communications with students and staff.

Professional/community activities including, but not limited to, faculty organizations and committees, professional organizations, community activities, advisor to student clubs or organizations.

19.5.1 Self-Evaluation: Professional Competence: all faculty will complete the appropriate Self Evaluation Form. Faculty members are expected to provide evidence of professional competence and teaching effectiveness. The following are general criteria that will be used in the self-evaluation:

Demonstrates that instructional and non-instructional goals are evaluated for effectiveness.

Incorporates results of student evaluation into instructional and non-instructional strategies.

Demonstrates knowledge of current teaching or professional methods, materials, and trends in his/her field.

Evaluates student learning outcomes to identify strengths and weaknesses and incorporates findings into modifying teaching or non-teaching strategies.

Applies current and recent advances from the discipline into teaching and/or delivery services.

Demonstrates continued professional growth.

Contributes to the institution beyond teaching or delivery of professional services.

Contributes to the community beyond teaching or delivery of professional services.

The District agrees to indemnify and holds harmless any faculty member against any and all claims arising out of any peer evaluation conducted under the provisions of this Article.

19.5.2 Peer Evaluation: The peer evaluator will make at least one class visit or visit to the main work setting for non-instructional faculty and provide a copy of the appropriate Observation Form to the faculty member.

The second step of peer evaluation, which treats faculty participation in governance, will be carried out by the President of the GCFA and the Faculty

Senate President. It is the responsibility of the President of GCFA and the President of the Faculty Senate to write a brief summary of activities that indicate participation in shared governance (college committees, screening committees, strategic planning).

The two evaluation reports completed by the GCFA and Faculty Senate President will be reviewed with the faculty member and placed in his/her personnel file.

- 19.5.3 Administrative Evaluation: The administrative member of the evaluation team will make one or more class visits and/or observation(s) appropriate to the faculty role which will be reviewed with the faculty member in a timely manner.

Any area of serious concern should be reviewed with the faculty member as soon as they are identified.

- 19.5.4 Student Evaluation: The student evaluation is the 4th component designed to provide the faculty with feedback to improve instruction or work duties.

19.5.4.1 The faculty will review with the students the purpose of the evaluation form, the questions and the value of personal written comments.

19.5.4.2 The faculty will stress that their feedback and comments will remain confidential. The faculty will leave the room before the students begin and all evaluations, including written comments, will be prepared in a printed, anonymous format.

19.5.4.3 After inviting questions and answering them, the faculty will assign a student to distribute the forms. The same student will collect all forms and return them to the VP of Instruction office (or the Continuing Education Office/site manager for evening classes and off sites) in the envelope provided.

19.5.4.4 It is recommended that the evaluations be completed during the last part of class and at least 15 minutes should be allowed.

19.5.4.5 To guarantee validity, the faculty must be sure that the students understand the process before leaving the room. Under no circumstances is the faculty to stay in the room or in the immediate area outside the room. The faculty cannot handle or return the completed forms and the student returning the forms will be required to verify the above with a signature when submitting the forms to the respective administrative office.

As of March, 2008, the Non-Teaching Faculty Evaluation form is still under review by the Staff Development Committee. The Non-Teaching Faculty Evaluation form will be utilized for the evaluation of non-teaching activities of non-instructional faculty. This form will be returned by students to the appropriate Vice President's Office.

19.6 SUMMARY EVALUATION OF FACULTY

The appropriate administrative summary form is used to develop a summary evaluation report and recommendation for continuation of faculty status. This recommendation shall be made solely by the responsible administrator and this report will be reviewed with the tenured faculty member.

The following are general criteria that will be used in the evaluation:

- Acceptance of professional responsibilities and other faculty obligations.
- Assists in maintaining cleanliness and orderliness of the classroom (or work setting) equipment.
- Responds promptly to administrative requests and deadlines.
- Utilize a variety of teaching and non-teaching strategies and materials.
- Develops and maintains collegial relationships and communicates effectively with members of college.
- Applies current and recent advances from the discipline into teaching or primary work role.
- Maintains appropriate records and reports.
- Demonstrates continued professional growth.
- Demonstrates a commitment to the college by participating in college governance.

The design of forms and questionnaires for faculty evaluation and tenure review will be created by the Staff Development Committee in cooperation with the Administration.

Non-substantive procedural errors shall not invalidate the evaluation or tenure recommendation unless the errors are prejudicial errors.

ARTICLE XX

DUE PROCESS

- 20.1 The District will follow the procedures for due process in the case of termination of Unit Members. The District will follow the requirements of any changes of law affecting due process. The employee may utilize the hearing or arbitration procedure to grieve a failure to follow the procedures contained therein.

ARTICLE XXI

REDUCTION IN FORCE

- 21.1 The District will follow the procedures for reduction in force as specified in Appendix E. The District will follow the requirements of any changes of law affecting Appendix E. The employee may utilize the hearing or arbitration procedure contained in Appendix E to grieve a failure to follow the procedures contained therein.
- 21.2 The District will meet and confer with the Association upon request with respect to the nature and impact of any anticipated faculty layoffs prior to issuing final notice of layoff.

ARTICLE XXII

WORKLOAD

- 22.1 Workload and hours policies shall be maintained consistent with current Contract requirements, except as provided below.
- 22.2 Faculty shall schedule, post and maintain a minimum of five (5) office hours per week to confer with students, four (4) hours on campus on the instructor's class days, and one (1) hour to be arranged, with the prior approval of the immediate dean/administrator. Faculty members who teach less than full-time shall hold the proportionate amount of full-time faculty office hours. Online instructors shall post office hours and maintain their online office hours in proportion to their online workload.
- 22.3 TEACHING LOAD
- 22.3.1 The normal teaching load shall be mutually determined by the Administration, Department Chairperson and faculty member using fifteen (15) lecture equivalency hours plus or minus one (1) lecture equivalent hour (LEH).
- 22.3.2 Each course in the College curriculum will carry a load percentage carried to two (2) decimal places. The load percentage for each course is derived through the application of the following formula:
- $$\text{Course Lecture Hours} + (\text{Lab Equivalency Factor} \times \text{Course Lab Hours}) = \text{Course Load}$$
- 22.3.3 Where:
- 22.3.3.1 Course lecture and lab hours are established by the District.
- 22.3.3.2 The lecture equivalency factors of .65, .70, .75 are assigned to each course having laboratory hours, except that coaching lecture equivalency factors range from .40 to .60 as shown in Appendix G. In addition, the lecture equivalency factor for the non-credit instructional lecture/lab rate per hour will be .60.
- 22.3.4 New courses containing laboratory hours presented to the Curriculum Committee will have laboratory equivalency factor recommended by the Curriculum Committee and Administration and authorized by the Board of Trustees.
- 22.3.5 The combined weekly teaching hours consisting of lecture and laboratory activities for Unit Members teaching in the Cosmetology, Computer Graphics and Design, and the Administration of Justice programs shall range between fifteen (15) and twenty five (25) hours per week. Specific weekly teaching hours each semester will be determined as a result of consultation between faculty members of the programs involved, the Department Chair, and the Administration using the normal teaching load (14-16 LEH) as a base.

22.3.6 Determinations regarding combinations of courses for faculty falling within the 14-16 LEH will be determined through consultation between faculty members of the programs involved, the Department Chair, and the Administration.

22.4 OVERLOADS AND UNDERLOADS

22.4.1 An overload occurs only when a load is greater than sixteen (16) lecture equivalency hours. An underload occurs only when a load is less than fourteen (14) lecture equivalency hours.

22.4.2 Once an overload or underload has been determined, all adjustment computations will be based on a fifteen (15) LEH base as illustrated below.

- A. Faculty member X teaches 18 LEH. Being over 16 LEH, this is an overload.

Thus, $18 \text{ LEH} - 15 \text{ LEH (base)} = 3 \text{ LEH}$

The District owes faculty member X a 3 LEH adjustment.

- B. Faculty member Y teaches 12 LEH. Being under 14 LEH, this is an underload.

Thus, $15 \text{ LEH (base)} - 12 \text{ LEH} = 3 \text{ LEH}$

Faculty member Y owes the District a 3 LEH adjustment.

22.4.3 Overloads and underloads will be adjusted no later than two (2) semesters following the semester in which they occurred and in accordance with the provisions of Section 22.3.1 of this Article. Alternatively, by mutual agreement, overload may be compensated per Article XXV.

22.4.4 Special assignments may be given in lieu of teaching units as adjustments for underloads. These will be done in accordance with the provisions of Section 22.3.1 of this Article.

22.4.5 Class cancellations which create overloads or underloads shall be made only following consultation with the faculty member, Department Chair, and Administration.

22.4.6 A faculty member who has a weekly student contact hour (WSCH) load of over 700, will not:

- have classes cancelled for low enrollment down to eight (8) students
- have a teaching underload due to course cancellation if the faculty member's load does not drop below twelve (12) LEH

22.5 Librarian and Counselor workload (see Appendix C).

ARTICLE XXIII

SALARY

23.1 FACULTY SALARY SCHEDULE

The Faculty Salary Schedule for the fiscal year will be changed as noted in Appendix A.

23.1.1 Full-time Faculty

It is the goal of the District to provide compensation near to the 35th placement of those provided by all California community colleges.

In FY 2006/07 a longevity increment was established. Beginning July 1, 2006 the salary schedule in Appendix A was amended. Steps 20-22 were added to the Schedule. Each Step is a year interval of earned STRS and District service; there is no unit or co-curricular requirement for Steps 20-22 and there is no salary increment for Steps 20-21. A salary increment is added to Step 22, Track II, Track III, Track IV and Track V.

23.1.2 Full-time Faculty 457 Deferred Compensation Plan Match

23.1.2.1 The District will establish a 457 Deferred Compensation Plan for the benefit of its employees.

23.1.2.2 The District will “match up to” employee contributions to the 457 Plan in the amounts specified below:

One percent (1%) x the current Full-Time Schedule cell (column/step) placement at time of enrollment, pro-rated if applicable.

Example: A \$60,000 salary schedule placement times 1% = \$600.

23.1.3 Career increment and co-curricular increment pay

23.1.3.1 Effective July 1, 1996 and thereafter career increment Steps A-E on Columns 4 and 5 of the Salary Schedule will be changed to Steps 15-19 with one (1) year intervals.

23.1.3.2 Each step shall be equal to the increment differential in Columns 4 and 5 of the Salary Schedule.

23.1.3.3 To qualify for a career increment step, academic staff members must earn three (3) units of course work as follows:

(1) Graduate work in the assigned area is accepted automatically;

- (2) Graduate work outside of their college assignment (including continuing education and extension units) and undergraduate work (including continuing education and extension units); must be mutually approved by the Staff Development Committee and Vice President of Instructional Services or designee. In the event the Unit Member's units are not approved by the Vice President of Instructional Services or designee then said decision may be appealed to the President. This appeal shall be informal in nature; in the event the Unit Member wants to make a formal appeal of this decision, he/she should utilize the grievance process in Article IX.

OR

Academic staff members may earn an equivalency by completing one (1) of the following:

- (1) An audit or comparative analysis of a course that the faculty member has taught within the last two (2) years. This may be completed at any two-year or four-year college or university.

The faculty member shall submit to the Staff Development Committee in writing evidence of the comparative analysis or the audit.

- (2) A faculty member may complete a special project/non-traditional project not to exceed a maximum of forty-eight (48) hours of work. This would be equivalent to a three (3) unit course of study, as approved by the Staff Development Committee.
- (3) Beginning July 1996 and payable for the 1997-98 academic year and thereafter, to qualify for any three (3) of the five (5) career increment steps, the faculty member may substitute completion of the co-curricular activities in Appendix B. The other two (2) (or more if the faculty member does not choose to use co-curricular activities) increments will be contingent on completion of the educational activities and projects enumerated.

23.2 PART-TIME FACULTY

The part-time faculty salary schedules for fiscal year 2006/07 will be changed as noted in Appendix A.

23.3 OTHER COMPENSATION

See Article XXV for conditions and compensation for Additional Duty, Established Assignments (Stipends), Alternative Faculty Assignment (Release Time), Overload, and Meeting Rate.

See Article 14.1.1 for compensatory time.

23.4 SERVICE CREDIT - Service credit shall be reported to STRS/PERS in conformance with statute.

ARTICLE XXIV

REDUCED WORKLOAD

- 24.1 The District may temporarily grant a reduced workload to full-time faculty members, offering an opportunity for flexibility in the schedule of its faculty.
- 24.1.1 To participate, a faculty member must have been continuously employed as a full-time faculty member by the District for the ten (10) years preceding application, and have not utilized other paid options (excluding leaves covered in Article X, Sections 10.1 through 10.7) within the preceding five (5) years.
- 24.1.2 The reduction in load may be for a maximum of two (2) consecutive semesters with one (1) application.
- 24.1.3 Except for extenuating circumstances, and excluding disability leaves and health/emergency type leaves covered in Article X, Sections 10.1 through 10.7, the total number of faculty exercising various leave and reduced workload options shall not exceed ten percent (10%) of the full-time faculty within an academic year.
- 24.1.4 It is recognized by the District that an employee participating in the reduction of workload is on an approved leave of absence, and has all of the rights of a faculty member on any approved leave of absence. Participants who average a seventy percent (70%) or greater load for the year will qualify for step advancement as usual.
- 24.1.5 Faculty members on a reduced workload leave shall have the right to return to full-time status, with an assignment comparable to that held prior to the commencement of the load reduction.
- 24.1.6 Participants will be subject to reduction in force decisions, pursuant to Article XXI and Appendix E, and to reassignment decisions, pursuant to Article XVIII, while in reduced workload status.
- 24.1.7 Application and Approval Process:
- The application will be submitted to the appropriate Dean. Those requests will then be forwarded to the Superintendent/President by February 15th.
- Following Superintendent/Presidential review and approval, supported requests shall be forwarded to the Board for approval.
- 24.1.8 The amount of load reduced shall not exceed fifty percent (50%) of the normal full-time load of fourteen (14) to sixteen (16) lecture equivalent hours per semester (the remaining load taught must be at least seven (7) L.E.H.).

- 24.1.9 The faculty member in reduced-load status will receive the percentage of his/her salary that corresponds to the remaining work load (e.g., a faculty member with a forty percent (40%) reduction in load will be working sixty percent (60%) of his/her full-time salary).
- 24.1.10 The faculty member in reduced-workload status will be entitled to the percentage of the benefit package that corresponds with the remaining workload (see Section 24.1.11). He/she may pay the balance needed to complete the benefit coverage.
- 24.1.11 Additional benefit payments paid by the reduced-load faculty member, as referenced in Section 24.1.11, will be deducted from the reduced-load salary each month, and will be so noted on the monthly pay warrant.
- 24.1.12 The District will contribute to STRS an amount (based upon the faculty member's salary) that corresponds with the reduced workload.
- 24.1.13 The faculty member in reduced-load status must contribute to STRS the regular contribution plus that portion of the employer's normal contribution which the employer is not currently making.
- 24.1.14 Once a faculty member has requested a reduced workload, and the request has been approved by the President, it may be cancelled only by mutual agreement.
- 24.2 The District may grant a reduced workload to full-time faculty members who are 55 or over, but no older than 70, with benefits based on full-time employment, as authorized by Ed Code sections 87483 and 22713.
- 24.2.1 To participate in this program, a faculty member must have continuously employed as full-time faculty member by the District for the ten (10) years of which the immediate preceding five (5) years were full-time employment without a break in service.
- 24.2.2 Application and approval process: applications to the appropriate dean shall be accepted beginning July 1, 2006. No more than two (2) faculty members shall participate in this program at any given time. Faculty members participating in this program are not eligible for any other retirement incentive.
- 24.2.3 The minimum load shall be one-half of a full-time load or one-half of the number of the days of service required for the academic year.
- 24.2.4 The faculty member in reduced-workload status shall receive the pro rata share of the salary earned as if she/he continued in full-time employment.
- 24.2.5 The faculty member in reduced-workload status shall receive the same full benefit package as a full-time unit member.

- 24.2.6 Both the District and the faculty member in reduced-workload status will contribute to the full STRS amount as if the faculty member were on a full-time basis.
- 24.2.7 A faculty member participating in this program shall, no later than May 1st of the 1st academic year, elect to either return to full time status or remain in reduced work status under 24.2. This election shall be in writing to the Director of Human Resources. If the election is to remain in reduced work status or if no written election is received, than the faculty member is no longer eligible to return to full time status.
- 24.2.8 The entire section of 24.2 (24.2-24.2.8) will sunset on June 30, 2009 and faculty members participating in this program will have to retire unless returned to full time status.

ARTICLE XXV

OTHER DUTY AND COMPENSATION

25.1 ADDITIONAL DUTY (Extra Duty) - The District and the Association agree that the following process will be followed when establishing an extra duty assignment.

By mutual agreement between the Unit Member and a District Administrator, the member may select to work days and hours beyond the prescribed Appendix I calendar, and/or beyond their regular faculty assignment.

25.1.1 When the District determines the need for an extra duty assignment, GCFA will be notified of the scope of and compensation for the assignment.

25.1.2 It shall be the joint responsibility of the District and the Association to notify faculty of the availability of an assignment and the opportunity to apply. An application time-line will be stipulated.

25.1.3 Interested faculty must apply in writing to the designated supervising administrator within the stipulated time-line.

25.1.4 The supervising administrator shall select a faculty member from the applicants and notify the Association of the selection.

25.1.5 Monetary compensation shall be paid as a stipend and shall be a flat sum amount. Unless otherwise stated, stipends shall be paid in two (2) installments in December and May.

25.1.5.1 Unless already specified in the Contract as a listed dollar amount, the monetary compensation shall be established by the Administration.

Only where appropriate, the dollar amount shall be arrived at in consideration of the approximate hours required for the assignment and at a pay level equal to that designated as the Additional Duty Rate in the Overload Pay Schedule (Appendix A).

GCFA shall be notified of the assigned compensation.

25.2 RELEASE TIME (Alternative Faculty Assignment) - By mutual agreement between the Unit Member and a District Administrator, the member may elect to work days and hours in lieu of his/her regular faculty assignment, or a portion thereof.

25.2.1 Except for department chairs determination, selection and notification shall be conducted as delineated above (Sections 25.1.1 through 25.1.4).

25.2.2 The amount of FT load designated for the alternative assignment shall be determined by the Administration in consideration of the approximate hours

required, and commensurate with regular faculty load parameters (i.e., lecture/lab ratios, hours of counseling).

25.2.3 The Association President shall be granted forty percent (40%) of release time per term. When necessary, the percent will be rounded off to the nearest whole number.

25.3 STIPENDS (Established Assignments) - Some extra duty assignments are ongoing in nature and may be specific to a particular discipline and/or externally imposed regulations. The list of specific assignments may be added to, modified, or deleted as mutually agreed by the District and the Association.

25.3.1 Department Chairpersons (See Article XXIX)

25.3.2 Coaching Pay Schedule

25.3.2.1 Full-time faculty who coach a sport as part of their regular load shall receive, as additional remuneration, a stipend as listed below.

25.3.2.2 Full-time faculty who coach a sport as an overload, and part-time faculty who coach shall receive a stipend as listed below in addition to the appropriate overload/part-time pay.

<u>TITLE</u>	<u>STIPEND</u>
A. Head Coach (All Sports)	\$3,358.86
B. Assistant Coach (All Sports)	\$2,665.26

25.3.2.3 Coaching remuneration will be divided into equal monthly payments, as determined by the number of months in each sport's season.

25.3.2.4 Should a sport be canceled due to low enrollment, no compensation will be given. The resulting underload will be adjusted per Article 22.4.

25.3.2.5 The number and type of sports offered and the number of coaches and assistant coaches is at the discretion of the District.

25.3.3 Designated overseers of the following programs with externally imposed regulations requiring frequent, detailed reporting to the external agencies:

<u>PROGRAM</u>	<u>STIPEND</u>
A. Aviation	\$2,681.58

B. Cosmetology \$2,681.58

C. Department Chair Stipends - For Department Chair Stipends, refer to Article 29.5.

25.3.4 Mutually agreed to assignments which require frequent and consistent time demands and responsibilities in excess of what would be considered reasonable and normal expectations of a faculty member's out-of-class responsibilities and L.E.H. load.

<u>PROGRAM</u>	<u>STIPEND</u>
A. Journalism Advisor	\$2,681.58
B. Drama Advisor	\$2,681.58
C. ASB Advisor	\$2,681.58
D. Head Librarian	\$2,681.58

25.3.5 The District will provide \$2,185.86 in stipends to Association designated officers or representatives of the Bargaining Unit. The GCFA grievance officer shall receive a \$2,185.86 stipend each academic year. Such stipends shall be compensation in lieu of release time for grievance processing and negotiation activities.

25.4 OVERLOAD

By mutual agreement between the Unit Member and the appropriate District Administrator, the Unit Member may instruct additional days and/or hours beyond the prescribed Appendix I calendar.

By mutual agreement this overload may be adjusted per Article XXII or the overload may be compensated per the Overload Pay Schedule (Appendix A).

25.5 MEETINGS

By mutual agreement between the Unit Member and a District Administrator, the member may elect to attend meetings beyond the days prescribed in Appendix I calendar. If compensation is agreed to it shall be paid at the Meeting Rate specified in the Overload Pay Schedule (Appendix A) or as a stipend.

ARTICLE XXVI

PART-TIME FACULTY PROFESSIONAL ANCILLARY ACTIVITIES

- 26.1 This Article identifies some of the specific duties performed by part-time Faculty which qualify as “Professional Ancillary Activities” as defined by the Education Code.
- 26.1.1 Education Code section 87482.5(c)(1) states that “service in professional ancillary activities” do not count in calculating eligibility for contract or regular status, and specifically identifies the following as “professional ancillary activities”: (1) governance, (2) staff development, (3) grant writing, and (4) advising student organizations. The Education Code also states that this list is not exhaustive; there may be other kinds of ancillary activities at various colleges which don’t count toward contract or regular status and which are not identified on this list.
- 26.1.2 The District and Association wish to clarify that the following duties performed are professional ancillary activities; some of which may be compensated at varying rates of pay as appropriate at the District:
- A. Assessment test proctoring/scoring/coordination
 - B. Presenting at new student orientations
 - C. Group grading and/or portfolio review for various courses (e.g., English, Art, Communications)
 - D. Instruction during any term other than the regular fall and or spring semester (e.g., intersession, summer school, etc.)
 - E. Committee or department participation or attendance including committee or department facilitators, chairs, or leads (e.g., Cosmetology, Aviation, Child Development)
 - F. Flex days in excess of those already required by the contract
 - G. Work related to grants other than direct instruction (e.g., writing, monitoring, management)
 - H. Participation in recruitment and outreach events (e.g., GavFest, Science Alive, department functions)
 - I. Serving on Steering Committees (e.g., Early College High School, Learning Communities)
 - J. Attendance at mandatory training events and conferences (CSU, UC, Early College, etc.)
 - K. Presenting, preparing, and attending staff development activities
 - L. Participation in campus-wide efforts (e.g., accreditation, facilities planning)
 - M. Special assignments and/or projects (Article 22.4.4 of GCFA contract)
 - N. Curriculum development and revisions
 - O. Research, data collection, report writing for department, special project/assignment
 - P. Service as a representative of faculty committees or organizations
- 26.1.3 The parties agree that the above list is not an exhaustive list of professional ancillary activities at the District, and that ultimately, the question of whether any other activity counts toward contract or regular status is determined by law.

ARTICLE XXVII

EMPLOYEE BENEFITS

- 27.1 It is a goal of the District to provide employee benefits near to the 35th placement of those provided by all California community colleges.

Effective academic year 1998-99 (July 1, 1998 for implementation purposes), the District will provide full medical, dental and vision insurance for employees and their families, and \$50,000 term life insurance coverage for the employee only, except for members who desire full family coverage (employee plus two (2) dependents) under the PERS Care plan.

An employee who selects PERS Care coverage at the employee plus two (2) dependent rate will contribute \$3,000 for each ten (10) months contract year to offset the cost of the PERS Care insurance. This exception applies to the PERS Care plan in effect in 1998 and will apply to any comparable plan that may exist in subsequent academic years through 2002/2003.

This Article does not apply to retirees who retire prior to January 1, 1998.

BENEFITS 2003-2007:

The intent of the health benefit changes is to reduce district costs moving forward while providing access to plans that are fully funded by the District.

Unit member eligibility for two-party and/or family benefits shall follow carrier definitions including California AB #25 (Migden, 2001). See Article 27.8.

The lowest cost available PPO is the standard. All current members and their dependents if applicable will have fully paid health benefits for the lowest cost PPO (currently PERS Choice) and all HMO's (the lowest cost PPO and all HMO's are hereafter referred to as fully funded plans).

All 2002-03 members who are on higher cost PPO's (currently only PERS Care) will pay 50% of the increases in costs of their plan beginning January 1, 2004. The District will pay the other 50%. Those members with the family option will continue to pay \$300 per month in addition to 50% of the increases in costs beginning January 1, 2004.

All 2002-03 faculty not on a higher cost PPO will have a one-time opportunity to "upgrade" to a higher cost PPO during the next open enrollment period (approximately September – October 2003). After this enrollment period, "upgrades" to a higher cost PPO will follow the same rules as new faculty members specified below.

New faculty members, beginning fall semester 2003, will have fully paid health benefits for fully-funded plans. If new faculty members choose a higher cost PPO, they will pay 100% of the difference between the highest cost fully-funded plan and the higher cost

PPO, and 100% of all future increases. The difference will be between the same like plans, e.g. a single member choosing a higher cost PPO plan will pay the difference between the single rate of the highest cost fully-funded plan and the single rate of the higher cost PPO plan.

All other benefits including vision, dental and life insurance remain the same as 2002-2003 and will be fully paid by the District.

Benefits will not be reopened in 2004-2005 and 2005-2006 unless mutually agreed by both parties.

- 27.2 Effective July 1, 1998, employees with proof of medical coverage may waive medical benefits and receive \$2,000 cash payment per ten (10) month contract year. An employee selecting the \$2,000 benefit waiver will also receive single rate coverage for dental and vision insurance and the \$50,000 term life insurance coverage. Employees selecting the benefit waiver payment may purchase dental and vision insurance for their dependents at their own cost.

The benefit waiver is available each year. An election to waive benefits may be made any time during the year and may be paid to the employee as a one-time payment or pro rata over the course of the academic year. Employees who waive medical benefits will be allowed to enroll in medical benefits if they lose their primary medical coverage. Employees are required to sign a waiver that certifies that they are covered under a medical plan.

Retired faculty members may receive the medical benefit waiver payment if a net savings accrues to the District.

- 27.3 The TSA/cash-back benefit is hereby eliminated effective March 1, 1997.
- 27.4 All employees are required to have vision and dental insurance.
- 27.5 Medical, dental and/or vision insurance for family members is optional.
- 27.6 Retiree supplemental health insurance in compliance with statutory regulations (Chapter 901, AB 528) will be provided at the employee's expense.
- 27.7 This District agrees to maintain Section 125 of the Internal Revenue Service Code to the benefit of Unit Members at their option. (10/6/89)
- 27.8 The District will provide coverage to domestic partners of unit members to the same extent that the District provides coverage to spouses of unit members, provided the definition of domestic partnership meets all the criteria of Section 297 of the California Family Code. In order to qualify for domestic partner benefits, the unit member must present the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code section.

ARTICLE XXVIII

TRAVEL

- 28.1 The District will pay faculty members for all pre-authorized travel and conference expenses. The District will pay faculty members according to the following schedule.
- 28.1.1 Each faculty member will be allocated four hundred dollars (\$400) each academic year for professional travel and conference. Effective July 1, 1998, faculty members may choose to accumulate this allotment for a two-year period. A portion no less than fifty dollars (\$50) may carry over to a second (2nd) consecutive year. Notification of carry over must be noted on the "year end check out form".
- 28.2 Faculty members who submit an individual Professional Development Plan which specifically supports the College Strategic Plan will be granted up to two hundred fifty dollars (\$250) more every two (2) years, effective July 1, 1998.
- The individual Professional Development Plan must be submitted to the Department Chair and/or Supervisor for review and comment. It must be approved by the Faculty Staff Development Committee and the Vice President of Instructional Services.
- 28.3 The Board authorized meal allowances will be provided when authorized travel requires meal purchase; programmed conference meals will be reimbursed at actual costs in excess of these limits up to an additional \$15.00 per diem if receipts are provided. The District does not reimburse the cost of alcoholic beverages.
- 28.4 Each full-time faculty member will receive the IRS maximum allowable cents per mile for pre-authorized use of personal automobiles for travel.

ARTICLE XXIX

DEPARTMENT CHAIRPERSON

29.1 SELECTION

29.1.1 The number of instructional and instructional support departments and their composition shall be determined by the District, in consultation with the Faculty Senate.

29.1.2 Each department shall recommend a chairperson to the appropriate Dean selected from qualified full-time faculty assigned to the department.

29.1.3 Each department shall be free to establish whatever election procedure it deems most appropriate so long as each member of the department who is in the Bargaining Unit has one (1) vote, and voting is by secret ballot. Each department shall be encouraged to forward two (2) names to the Dean for final selection.

29.1.4 In the event that a department fails to elect a chairperson, the District shall appoint a temporary chairperson for one semester from within the department, if possible.

29.2 LENGTH OF TERM

29.2.1 The term of the Chairperson shall be two (2) years.

29.2.2 Although a current Chairperson may be elected to serve more than one (1) term, it is preferable to rotate the position every two (2) years.

29.2.3 Chairperson selections should be concluded during the Spring as needed, so that the new Chair is determined prior to summer break.

29.3 DUTIES

The Department Chairperson shall act in a non-managerial and non-supervisory role. Their job duties are delineated in the Responsibility Matrix Chart (Faculty Handbook C-18-21) and the Department Chair Job Description (3.23.82).

29.4 WORKLOAD AND COMPENSATION

The Department Chairperson shall be granted an additional stipend, according to the schedule below. This stipend shall be added to the Chairperson's salary only while he/she holds the position of Chairperson. When such Chairperson position is terminated, said termination shall be assumed to occur at the end of a regularly scheduled academic term, except in situations of mid-year resignation, recall or administrative termination (refer to Section 29.6).

29.5 DEPARTMENT CHAIR STIPEND

29.5.1 Staff members designated as Department Chairs shall be members of the Faculty Bargaining Unit, shall be employed for the same number of days as the faculty, and shall be employed for the same scheduled days as the faculty, except as otherwise modified by mutual consent.

29.5.2 Department Chairs shall be placed at their appropriate place on the Faculty Salary Schedule, and shall also receive a stipend computed from the following formula:

Stipend Base – 3% of Column IV, Step 14 of the Full-Time faculty Salary Schedule.

Size Factor – To the above base, add an additional percent (%) calculated by multiplying (.45)% x the FTE of full-time faculty assigned to the department, plus (.45)% x the total number of part-time faculty assigned to the department.

29.5.2.1 Department Chairs themselves and full-time faculty overload assignments will not be used in calculating stipends.

29.5.2.2 Clusters of departments include:

Stipend base + size (3% + .45%): Natural Science, English, Social Science, Counseling, Allied Health, Business/CSIS, Fine Arts, ESL

Stipend Base only (3%): Voc/Tech, Library, DSP&S, PE/Athletics

1.5% of Salary Schedule Column 4, Step 14: Child Development

29.5.3 Chairs who within their departments have classified or academic staff who are directly supervised by a District designated manager or supervisor shall not be entitled to count such staff within the stipend formula.

29.5.4 Stipends shall be calculated annually based upon full-time and part-time faculty at the first (1st) census of classes within each Fall Semester.

29.5.5 Department Chair stipends shall be considered part of the regular salary, and will be subject to retirement withholding.

29.5.6 Stipend payment shall be in December and May.

29.6 EVALUATION

29.6.1 Each Department Chair shall be evaluated by his/her departmental faculty and supervising administrator by the 30th of April each year, using forms and criteria collaboratively developed by the faculty and Administration.

29.6.2 Department Chairs may be evaluated earlier in the year if the Chair's performance of duties and responsibilities fail to meet a reasonable level of expectation by the department faculty and/or the supervising administrator.

This includes failure to schedule regular meetings, monitor budget requests, communicated to and from the department, the Curriculum Committee and the Administration, involve the faculty in departmental decision-making, etc. (Refer to Section 29.3). The intent of the evaluation should be to clarify the problems and to encourage performance improvement. In the event of sustained performance concerns, Section 29.6.3 or Section 29.7 may be pursued by the concerned individuals.

29.6.3 If a Department Chairperson is not fulfilling his/her obligations for the assignment (e.g., holding regular meetings of the department, submitting budget recommendations, monitoring the department budget, providing departmental leadership in developing student-centered class schedules, catalog and curriculum and participating in the Department Chair and Curriculum Committees), then the appropriate supervising administrator and Vice President will meet informally with the Chair to discuss the concerns and to mutually develop a plan of action. A follow-up meeting will be held in approximately thirty (30) calendar days to evaluate the Chair's performance. The Chair may, at his/her discretion, share the plan of action and/or the follow-up evaluation with the department.

29.6.4 Each Department Chair shall sign a Department Chair Contract annually. If a Department Chair fails to meet his/her contractual obligations (as stated in Sections 29.3 and 29.6.3) then the Department Chair Contract may be cancelled.

29.7 RECALL

The faculty in any department may vote to remove the chairperson at a regularly scheduled meeting of the department. A two-thirds (2/3) vote of departmental Bargaining Unit Members shall be required to recall a Department Chairperson. Such removal shall be deemed effective at the end of the semester, or sooner if agreed to by the recalled Chairperson.

29.8 Should a Department Chair position become vacant for any reason during a semester, the Department Chair stipend shall be prorated.

29.9 Actions of a Department Chairperson are nongrievable under the terms of this Agreement.

ARTICLE XXX

RETIREE BENEFITS

30.1 FRINGE BENEFITS FOR RETIRED EMPLOYEES

Retirees will receive the benefits package available to Unit Members retiring after June 30, 1980, who have served the District full-time for ten (10) or more consecutive years immediately prior to their retirement. Benefits will be provided until age sixty-five (65), or earlier if the Unit Member accepts Medicare benefits.

Retirees will receive the same benefit package as that provided to active employees in the year in which they retire.

Members who have served the District full-time for ten (10) or more consecutive years immediately prior to their retirement, and who retire after December 31, 2003, may continue on the health benefit plans they have upon retirement until age 65 (or earlier if receiving Medicare benefits). They will pay 100% of all increases in the costs of their health benefits. In addition, those on a higher cost PPO will pay 100% of the difference between the highest cost fully-funded plan and higher cost PPO. The difference will be between the same like plans.

30.2 MEDICARE

Medicare, Unit Member premiums to be paid by Unit Member and District premiums to be paid by District, shall be implemented effective December 1, 1991; i.e., premiums shall first be paid commencing with the month of December, 1991.

30.3 RETIREMENT INCENTIVE

30.3.1 Retirement Incentive Spring 2003 through Fall 2003

A retirement incentive option will be available for those GCFA members retiring during spring 2003 through fall 2003. To be eligible a member must have served the District full-time for ten (10) or more consecutive years immediately prior to his/her retirement.

30.3.1.1 Retirement Incentive

A retirement incentive payment of \$1,000 per year of District service will be offered to retiring GCFA members.

Additional requirements:

1. Potential retirees must notify the District by October 24, 2003.
2. Faculty who for retirement eligibility issues, e.g. 55-age limit, 25 years of service, etc. , select a retirement date after June 30, 2003 but before December 31, 2003, will receive the current year benefit package in effect 2002-03.

3. This incentive is available if at least seven (7) full-time GCFA members retire no later than December 31, 2003.

30.3.1.2 Payment Options

Using the dollar value established under paragraph 30.3.1.1 above, the following payment options are available after the date of retirement:

1. The retirement incentive will be available 60 days after the retirement date on a payment schedule, in a lump sum or multiple payments, agreed upon by the District and the retiree.
2. Alternatively, a Retirement Benefit Premium Account will be established. The Account will be used to offset employee contributions to benefit premiums incurred after the age of sixty-five (65), or earlier if the Unit Member accepts Medicare benefits. No interest will be accrued to this account. If the employee no longer uses the account prior to the depletion of the value of the account, the account balance reverts to the District.

30.3.2 Post-Retirement Teaching

This section applies to faculty retiring in FY 02/03 and FY 03/04. The District and GCFA agree that for "post-retirement teaching" the following applies:

Based on the needs of the District there must be a mutual agreement between the individual retiring Unit Member and the District.

The maximum load is 60% of a full load.

Compensation is prorated based on the full time faculty salary schedule cell of track 3/step 5 in effect in the year of retirement with no adjustment for the life of the contract.

For retirements at the end of FY 03/04 the following applies: No later than September 1st of the fiscal year of retirement, the Unit Member must submit a letter notifying the District President of his/her intentions.

The Unit Member and the District President or designee will then discuss the needs of the District in order to reach a mutual agreement.

For retirements under paragraph 30.3.1, Retirement Incentive, the following applies: No later than April 22, 2003, the Unit Member must submit to the District President a letter requesting retirement and outlining the conditions of his/her retirement.

- 30.4 Other District policies on retiree benefits will be maintained, including retiree access to health benefits plans in accordance with the California Ed code.

30.5 When a Unit Member retires, they will receive the retirement benefits and options in effect in the Contract for the year of their retirement. See Article 27 and Article 30.3.1.1 for exceptions for FY 02/03 and FY 03/04.

ARTICLE XXXI

MISCELLANEOUS

31.1 Current District written policies, if any, made applicable to this Unit regarding:

- (A) Unemployment Compensation (in conformance with law)
- (B) Indemnity for Liability
- (C) Patents; Copyrights
- (D) Faculty Handbooks
- (E) Professional Organization Dues
- (F) Safety and Health
- (G) Physical Examination
- (H) Bookstore Discounts
- (I) Library
- (J) Faculty Committees

will be maintained during this Agreement.

ARTICLE XXXII

PUBLIC CHARGES

- 32.1 It shall be the policy of the District to afford students, parents and other members of the community with an opportunity to present concerns involving College personnel.
- 32.2 The District places trust in College employees and desires to support their actions in such a manner that faculty are free from unnecessary or spiteful criticism and complaints. Constructive criticism of the College is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to equip the College to perform its task more effectively.
- 32.3 Complaints shall be processed as follows:
- 32.3.1 Complaints charging discrimination on the basis of race, sex, color, religion, national origin, age, disability or Disabled Veteran status or of sexual harassment should be referred to the appropriate Affirmative Action procedure.
- 32.3.2 Students presenting complaints should follow the process as outlined in the Student Handbook for the appropriate student grievance procedure. It is understood that nothing contained in this student grievance procedure shall deprive any faculty member of the right to due process and just cause under this Agreement and applicable state law.
- 32.3.3 Complainants should first attempt to resolve a complaint informally with the involved faculty member.
- 32.3.4 In the absence of informal resolution of a complaint, the complainant shall direct the complaint to the faculty member's immediate supervisor who shall process the complaint as follows:
- 32.3.4.1 The immediate supervisor shall notify an involved faculty member of any public complaint which may form the basis of a negative evaluation within a reasonable period of time following its receipt. Such complaint must be presented in writing and identify the name of the complainant and the date of the complaint.
- 32.3.4.2 The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment, and presentation of facts as a basis for assessment and possible resolution.
- 32.3.5 If necessary, the complainant of the involved faculty member may request review of the immediate supervisor's assessment and possible resolutions of the complaint by the President (or designee). The President may respond based on a review of the existing record or, at his/her discretion, request additional evidence. Such additional evidence may include scheduling a meeting with the

complainant and the involved faculty member for the purpose of obtaining supplemental facts and clarifying issues.

- 32.3.6 The Board may review any citizen complaint in Closed Session.
- 32.3.7 If any complaint is appealed, the faculty member will have the right to Association representation at any meeting concerning the appeal.
- 32.3.8 No complaint shall be entered into the faculty member's personnel file unless the faculty member has been given a copy of the complaint and backup material placed in the file, the right to review the complaint and material on duty time, and the right to submit a written response which will be attached to the complaint.
- 32.3.9 Complaints which are withdrawn or found to be false pursuant to this procedure shall not be utilized in any evaluation or disciplinary action against the faculty member.

ARTICLE XXXIII

UNIT STABILITY

- 33.1 In the event that any new academic positions are created by the District, the parties will meet upon request to discuss whether the position or positions should be included in the Bargaining Unit. Any disputes will be submitted to P.E.R.B. for determination.
- 33.2 Any group of employees in the present Bargaining Unit whose group classification is changed during the life of the Agreement will remain in the Unit for the duration of the Agreement.

ARTICLE XXXIV

STATUTORY CHANGES

- 34.1 In the event that a statutory change in California law or in Federal law causes a conflict between the law and this Agreement, if both parties mutually agree, the parties shall meet not later than ten (10) days after mutual agreement to renegotiate the affected provisions of the Agreement.

ARTICLE XXXV

SAVINGS CLAUSE

- 35.1 Should any section, paragraph, or provision of this Agreement be declared or adjudicated unlawful, void, inoperative, or unenforceable by a court of competent jurisdiction, all remaining sections, paragraphs, and provisions of this Agreement shall remain in full force and effect to the extent permitted by law. As soon as both parties become aware of the decision, they shall meet to discuss the impact of the decision on the Contract.
- 35.2 If both parties mutually agree, the parties shall meet no later than ten (10) days after such discussion to renegotiate the section, paragraph, or provisions affected.

ARTICLE XXXVI

DISTRICT RIGHTS

- 36.1 It is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organizations; direct the work of its employees; determine the times and hours of operations; determine the kinds and level of service to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out non-Bargaining Unit work; and take action on matters in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, and promote.
- 36.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms and conditions of this Agreement, and then only to the extent such terms and conditions are in conformance with law.
- 36.3 The declaration of emergency shall be limited to natural disasters and/or events over which the District has no control. In no event shall the District declare an emergency for purposes of evading the provisions of this Agreement.

ARTICLE XXXVII

NO STRIKE, NO LOCKOUT

- 37.1 The Association and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement; and will undertake to exert its best efforts to discourage any such acts by any employees in the Bargaining Unit. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of the Association members or other persons covered by this Agreement.
- 37.2 The provision of this No Strike, No Lockout Article shall be suspended during bargaining re-openers after impasse is completed.

ARTICLE XXXVIII

COMPLETION OF MEET AND NEGOTIATION

- 38.1 This document comprises the entire Agreement between the District and Association of the matters within the lawful scope of negotiations. The District shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known nor considered at the time of the negotiations leading to the execution of this Agreement.

ARTICLE XXXIX

FACULTY SERVICE AREAS

39.1 DEFINITION

“Faculty Service Area” is a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a Community College District. (Education Code 87743.1) The Faculty Service Areas (FSAs) are established according to the current edition of “Minimum Qualifications for Faculty and Administrators in California Community Colleges” The list of disciplines in the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” can be found at the following link: <http://www.cccco.edu/divisions/esed/aa%5Ffir/psmq/min%5Fqual.htm>. and is the same as the list of FSAs.

39.2 Every faculty member who possesses a credential authorizing California Community College Service shall be deemed to possess the minimum qualifications for purposes of serving in a discipline. (Education Code 87355)

39.3 All District approved FSAs that apply to a faculty member shall remain valid regardless of subsequent changes in the “Minimum Qualifications for Faculty and Administrators in California Community Colleges” unless otherwise stipulated in the California Education Code.

39.3.1 The Human Resource Office will retain permanent records of all faculty FSAs.

39.4 In order to be assigned to a new FSA, upon qualification based on the then current “Minimum Qualifications for Faculty and Administrators in California Community Colleges”, the Faculty member will apply to the Human Resource office Adequate documentation is required.

39.5 Within thirty (30) working days of receipt of a faculty member’s FSA application and all the necessary supporting documentation, the Human Resource office, or if applicable, the Faculty Senate Committee on Equivalency (see 39.9.2) shall review and either approve or disapprove the FSA. The applicant shall receive written notification of the approval or disapproval from the Human Resource office.

39.6 Applications for new FSAs must be received by The Human Resource office on or before February 15 in order to be considered in any layoff proceeding in the year in which the application was filed. (Education Code 87743.3)

39.7 Should the faculty member’s application for an FSA be disapproved, the disapproval, which must be forwarded in writing to the faculty member within thirty (30) working days, must include the rationale for disapproval. The faculty member has the right to file a grievance under article IX of this Agreement for the purpose of establishing whether or not the minimum qualifications for the FSA were met.

39.8 In order to be considered a qualified applicant for an open faculty position, an applicant must be eligible for the appropriate FSA(s) based upon the then current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" or the credential(s). (Ed Code 87355) Adequate documentation is required. Prior to completing the employment process, new faculty will have their eligibility for the appropriate FSA(s) verified and approved by HR or if applicable, the Faculty Senate Committee on Equivalency (see 39.9.2). The applicant shall receive written notification of the approval or disapproval from the Human Resource office

39.9 EQUIVALENCY TO MINIMUM QUALIFICATIONS

39.9.1 Most applications for FSA(s) will meet minimum qualifications as described in this article. Infrequently applications will meet the minimum qualifications through the equivalency process as provided for in the then current "Minimum Qualifications for Faculty and Administrators in California Community Colleges." It shall be the responsibility of the FSA equivalency applicant to provide conclusive evidence of FSA equivalency.

39.9.2 All applications for a FSA through the equivalency process shall be submitted to the Human Resource office. The Human Resource office will forward all applications to the Faculty Senate Committee on Equivalency for approval or disapproval of the FSA application. The applicant shall receive written notification of the approval or disapproval from the Human Resource office.

39.10 SENIORITY

39.10.1 Seniority is based on the first date of paid service in a contract or probationary position. (Education Code 87414)

39.11 "Minimum Qualifications for Faculty and Administrators in California Community Colleges" <http://www.cccco.edu/divisions/esed/aa%5Fir/psmq/min%5Fqual.htm>. (Hard copy available in the Office of the Vice President of Administrative Services and/or the Vice President of Instructional Services.)

SIGNATURE PAGE

GAVILAN COMMUNITY COLLEGE
DISTRICT

GAVILAN COLLEGE FACULTY
ASSOCIATION / CTA / NEA

Steven M. Kinsella, D.B.A., C.P.A. Date

Ken Wagman Date

Negotiating Team:

Negotiating Team:

Joseph D. Keeler, C.P.A.
Vice President of Administrative Services

Rosa Sharboneau, Ed.D

John Pruitt
Vice President of Student Services

Susan Turner

Sherrean Carr
Dean, Technical & Public and Services

Jason Wolowitz

APPENDIX A

FACULTY SALARY SCHEDULES

FULL TIME FACULTY SALARY SCHEDULE					
FY 2008-09					
Effective July 2008					
<i>Includes 2% COLA over FY 2007-08</i>					
Doctoral Stipend Included in TRACK V					
Step	Track I	Track II	Track III	Track IV	Track V
1	50,010	53,363	57,012	60,365	63,372
2	52,183	55,567	59,227	62,599	65,606
3	54,366	57,763	61,449	64,836	67,843
4	56,550	59,959	63,665	67,060	70,067
5	58,730	62,163	65,884	69,300	72,307
6	60,915	64,352	68,104	71,534	74,541
7	63,089	66,553	70,313	73,763	76,770
8	65,271	68,753	72,532	76,003	79,010
9	67,459	70,950	74,750	78,232	81,239
10	69,643	73,152	76,969	80,462	83,469
11	71,823	75,347	79,184	82,694	85,701
12		77,546	81,391	84,930	87,937
13		0	83,615	87,162	90,169
14		0	0	89,396	92,403
Steps 15 - 19	15	0	0	91,629	94,636
Are Career	16	0	0	93,861	96,868
Increments	17	0	0	96,098	99,105
	18	0	0	98,326	101,333
	19	0	0	100,558	103,565
	20	0	0	0	0
	21	0	0	0	0
Step 22 is a Longevity Increment	22	79,810	85,897	102,845	105,852
Initial placement above step 6 requires administrative approval. Doctorate stipend of \$3,007 added to each cell in Track IV to determine corresponding cell in Track V.					

GAVILAN COLLEGE CONTRACT AND REGULAR ACADEMIC SALARY SCHEDULE

TRACK AND STEP PLACEMENT

1. The first six (6) years of education and work experience in the instructional field, or a combination thereof, shall be used to determine the proper column of the salary schedule for vocational instructors.
2. After the proper column has been determined for vocational instructors, all remaining years of experience not used for credentialing shall be used to determine the proper step on the salary schedule. For all instructors as appropriate, each year of teaching in an accredited institution shall be counted as one (1) step and each two (2) years of the kind of work that qualifies for the credential shall be counted as one (1) step. However, five (5) steps are the maximum number normally granted for teaching and work experience, with entry no higher than the sixth (6th) step. The Superintendent/President is authorized to negotiate for initial employment beyond the sixth (6th) step in cases of unusual circumstances. The Staff Development Committee must submit a recommendation to the Superintendent/President and he/she will present it along with his/her own recommendation for final placement in such cases.
3. All units listed in Track III B and Track IV B below must be taken subsequent to the degree.
4. Subtract \$550.00 for less than minimum qualifications in Track I.
5. All college credits and degrees must be supported by official transcripts from accredited colleges and universities.
6. Any kind of work experience used for placement on the salary schedule must be verified by letters showing inclusive dates from former employers.
7. Advancement through Step 14 will be dependent on satisfactory completion of thirty-eight (38) hours of co-curricular activities (see Appendix B) as determined by Staff Development Committee.
8. Full-time Unit Members shall be employed by the District at least 60% of the teaching days in the academic year before qualifying for the next step on the salary schedule.
9. All courses used for advancement on the salary schedule shall have the approval of the Staff Development Committee. Prior approval is recommended.
10. No change in salary track classification through summer session units will be obtained unless such notice of intention to change salary classifications has been filed in the Vice President of Instructional Services' office by June 7 of that year.
11. The requirements for salary placement/advancements on this academic salary schedule were modified by the 1980-81 Collective Bargaining Agreement. For those employees employed prior to the effective date of that agreement, the following language dictates their salary placement/advancement:

Initial salary placements made prior to the ratification of this agreement are not affected by, nor subject to the qualifications of the 1980-81 salary schedule.

However, any individual placed initially on Track I under the terms of any pre-existing salary schedule, and remaining on Track I at the time of this Agreement shall be allowed to advance to Track II upon the successful completion of fifteen (15) units of approved course work taken subsequent to the effective date of this Agreement. Track I employees who have initiated approved course work for the purpose of track advancement and who received authorization for such course work shall also be allowed to advance to Track II upon the successful completion of such work.

TRACK I

- A. Community College Instructor/partial fulfillment
 - 1. No degree – six (6) years related work experience or
 - 2. AA* degree and four (4) years related work experience or
 - 3. BA* and two (2) years related work experience or
 - 4. Granted on the basis of enrollment in a Master's degree
- B. Other unsecured teaching credential valid for the Community College.

TRACK II

- A. Community College Instructor Credential – Life
 - 1. No degree – six (6) years related work experience – twelve (12) semester units professional education course work and six (6) semester units' electives.
 - 2. AA* degree and four (4) years related work experience – twelve (12) semester units professional education course work and six (6) semester units electives.
 - 3. BA* degree and two (2) years related work experience (major or minor in subject matter area related to the work experience) and six (6) semester units of appropriate professional education course work if required for life credential.
 - 4. Master's degree*.
- B. Other life teaching credential valid for the Community College.

TRACK III

- A. Requirements for Track II, plus fifteen (15) units earned subsequent to meeting requirements for the life credential.
- B. AA + seventy-five (75) units including MA or MA + fifteen (15) units.

TRACK IV

- A. Requirements for Track III, plus fifteen (15) additional units earned subsequent to meeting requirements for the life credential.
- B. AA + ninety (90) units including MA or MA + thirty (30) units.

TRACK V

Placement requires an earned Doctorate degree.

Note: *All degrees must be earned from a regionally accredited post-secondary education institution recognized by the Council on Post-Secondary Accreditation.

CREDIT PART-TIME FACULTY SALARY SCHEDULE

FY 2008-09

Effective July 2008

*Based on .56% of Full Time Faculty Salary Schedule**Includes 2% COLA over FY 2007-08***LECTURE****30 Unit Lecture Load Per Year****Pay Per One (1) Credit Semester Lecture Unit**

Step	Step Placement Intervals	Track I		Track II		Track III		Track IV		Track V	
		Hrly	Sem.	Hrly	Sem.	Hrly	Sem.	Hrly	Sem.	Hrly	Sem.
1	1 - 5	53.84	933.52	57.45	996.11	61.37	1064.22	64.98	1126.81	68.22	1182.94
2	6 - 7	56.18	974.08	59.82	1037.25	63.76	1105.57	67.39	1168.51	70.63	1224.65
3	8 - 9	58.53	1014.83	62.18	1078.24	66.15	1147.05	69.80	1210.27	73.03	1266.40
4	10 - 11	60.88	1055.60	64.55	1119.23	68.54	1188.41	72.19	1251.79	75.43	1307.92
5	12 +	63.22	1096.29	66.92	1160.38	70.92	1229.83	74.60	1293.60	77.84	1349.73

A prorated Doctorate Stipend has been added to each cell in Track IV to determine the corresponding cell in Track V

Meeting Rate = \$35.72/hr. or a stipend

Additional Duty Rate, Counselors, College Nurse and Librarian will be compensated at the credit part-time lab rate

Lecture Overload: Full - Time Faculty Overload Lecture Instruction = Step 5 of Credit Part-Time Salary Schedule – Lecture

Notes:

Part-Time faculty fingerprint costs will be paid for by the district.

The hourly rates are calculated by dividing the semester course rates by 17.34.

The workload per unit includes part-time faculty office hours and “flex day(s)” (prorated). Ancillary duties and stipends given to part-time faculty are not included in the calculations of work load. For example, ancillary duties and stipends are not included under the “60% Rule” covered by California Education Code 87482.5.

PART-TIME FACULTY SALARY PLACEMENT - CREDIT INSTRUCTION**TRACK AND STEP PLACEMENT**

1. Education and work experience in the instructional field, or a combination thereof, shall be used to determine the proper column of the salary schedule.

2. After the proper column has been determined for vocational instructors, all remaining years of experience not used for credentialing shall be used to determine the proper salary placement. For all instructors as appropriate, each year (based on two (2) terms per year) of teaching in an accredited community college institution shall be counted and each two (2) years (based on two (2) terms per year) of the kind of work that qualifies for the credential shall be counted.
3. Maximum beginning placement: New instructors may be given placement credit up through a maximum of Step 3 (8-9 Terms) of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.
4. "Term" means a semester or equivalent earned during a regular academic term (i.e., Fall and Spring semesters only).
5. After initial placement faculty can not move more than one (1) step per year from the date of hire and terms required must be earned during the Fall and Spring semesters only with all terms being taught for the Gavilan Joint Community College District.
6. All units listed in Track III, Track IV, and Track V below must be taken subsequent to the degree.
7. All college credits and degrees must be supported by official transcripts from accredited colleges and universities. Proof of all information used in Track and Step placement must be provided at least 60 days after the date of hire or placement will be effective the following semester.
8. Any kind of work experience used for placement on the salary schedule must be verified by letters showing inclusive dates from former employers.
9. For movement across tracks, after initial placement, units must be approved by the Staff Development Committee and verified by supporting documents.
10. No change in salary track classification through summer session units will be obtained unless such notice of intention to change salary classifications has been filed in the Vice President of Instructional Services' office by June 7 of that year.

Track and Step Placement for Existing (FY 06/07) Lecture Part-Time Faculty
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“Existing” part-time faculty are those part-time faculty that taught in either the Fall 06 semester and or the Spring 07 semester and who will also be teaching in the Fall 07 semester.

Existing part-time faculty will have a “recalculated initial placement” that will be effective for the Fall 07 semester. The recalculated initial placement will be completed by the Vice President, area Dean, Athletic Director, or Associate Dean, will be based on current practice for number of terms, and will not need to be approved by the Staff Development Committee.

Once the recalculated initial placement is verified the current contract articles concerning track and step placement will apply.

Verified supporting documents for the recalculated initial placement must be provided no later than October 1, 2007. After that date the current articles concerning track and step placement will apply.

TRACK I

- A. Community College Instructor/partial fulfillment
 - 1. No degree – six (6) years related work experience or
 - 2. AA* degree and four (4) years related work experience or
 - 3. BA* and two (2) years related work experience or
 - 4. Granted on the basis of enrollment in a Master’s degree
- B. Other unsecured teaching credential valid for the Community College.

TRACK II

- A. Community College Instructor Credential – Life
 - 1. No degree – six (6) years related work experience – twelve (12) semester units professional education course work and six (6) semester units’ electives.
 - 2. AA* degree and four (4) years related work experience – twelve (12) semester units professional education course work and six (6) semester units electives.
 - 3. BA* degree and two (2) years related work experience (major or minor in subject matter area related to the work experience) and six (6) semester units of appropriate professional education course work if required for life credential.

4. Master's degree*.
- B. Other life teaching credential valid for the Community College.

TRACK III

- A. Requirements for Track II, plus fifteen (15) units earned subsequent to meeting requirements for the life credential.
- B. AA + seventy-five (75) units including MA or MA + fifteen (15) units.

TRACK IV

- A. Requirements for Track III, plus fifteen (15) additional units earned subsequent to meeting requirements for the life credential.
- B. AA + ninety (90) units including MA or MA + thirty (30) units.

TRACK V

Placement requires an earned Doctorate degree.

Note: *All degrees must be earned from a regionally accredited post-secondary education institution recognized by the Council on Post-Secondary Accreditation.

CREDIT PART-TIME FACULTY SALARY SCHEDULE

FY 2008-09

Effective July 2008

*Includes 2% COLA over FY 2007-08***LAB**

Step	Step Placement Intervals	Hourly Rate	Semester Rate
1	0-5 Terms	46.71	809.88
2	6-11 Terms	50.32	872.49
3	12+ Terms	54.06	937.40
Meeting Rate = \$35.72/hr. or a stipend			
Additional Duty Rate, Counselors, College Nurse and Librarian will be compensated at the credit part-time lab rate			
Lab Overload: Full - Time Faculty Overload Lab Instruction = Step 3 of Credit Part-Time Salary Schedule – Lab Full-Time Faculty Counselors/Nurse/Librarian = Step 3 of Credit Part-Time Salary Schedule – Lab			
Maximum beginning placement: New instructors may be given placement credit up through a maximum of five (5) years or 10 terms of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.			
<u>Notes:</u> Part-Time faculty fingerprint costs will be paid for by the district. The hourly rates are calculated by dividing the semester course rates by 17.34. The workload per unit includes part-time faculty office hours and “flex day(s)” (prorated). Ancillary duties and stipends given to part-time faculty are not included in the calculations of work load. For example, ancillary duties and stipends are not included under the “60% Rule” covered by California Education Code 87482.5.			

1. Pay is calculated using three variables:
 - A. The type of instruction, i.e., lab or lecture. The lecture and/or laboratory designation for each course is established by the curriculum committee and listed in the approved course outline.

- B. The total number of semester course hours scheduled. (Combined sections are normally compensated as a single course.)
 - C. The pay level of the individual instructor.
2. Gross pay for a course is based upon a flat rate of pay per semester course hour, multiplied by the number of assigned semester course hours as established by the curriculum committee and listed in the approved course outline.

Note: A semester course hour is equal to meeting a class one hour per week for each week of the semester.

Example A. A typical 3 unit lecture class, meeting 3 hours per week, for a full semester, will earn 3 semester course hours of gross pay.

Example B. A typical 3 unit lecture class, meeting 6 hours weekly, for ½ semester, will earn 3 semester course hours of gross pay.

3. Courses with a combination of lecture and laboratory designated hours will be paid according to the proportional split of those hours scheduled.
4. Full-time non-credit faculty teaching an overload for extra pay shall be placed on Step 3.
5. All instructors must meet minimum qualifications for the discipline, or have established equivalency verification, or hold appropriate certification.

NON-CREDIT PART-TIME FACULTY SALARY SCHEDULE			
FY 2008-09			
Effective July 2008			
<i>Includes 2% COLA over FY 2007-08</i>			
Step	Step Placement Intervals	Hourly Rate	
		BA (or (AA))	MA (or PhD)
1	0-5 Terms	\$36.33	\$39.74
2	6-11 Terms	\$39.74	\$43.14
3	12+ Terms	\$43.14	\$46.54
<p>Maximum beginning placement: New instructors may be given placement credit up through a maximum of five (5) years or 10 terms of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.</p>			
<p><u>Notes:</u> Part-Time faculty fingerprint costs will be paid for by the district. The workload per unit includes part-time faculty office hours and “flex day(s)” (prorated). Ancillary duties and stipends given to part-time faculty are not included in the calculations of work load. For example, ancillary duties and stipends are not included under the “60% Rule” covered by California Education Code 87482.5.</p>			

1. Pay is calculated using three variables:
 - A. The type of instruction, i.e., lab or lecture. The lecture and/or laboratory designation for each course is established by the curriculum committee and listed in the approved course outline.
 - B. The total number of semester course hours scheduled. (Combined sections are normally compensated as a single course.)
 - C. The pay level of the individual instructor.
2. Gross pay for a course is based upon a flat rate of pay per semester course hour, multiplied by the number of assigned semester course hours as established by the curriculum committee and listed in the approved course outline.

Note: A semester course hour is equal to meeting a class one hour per week for each week of the semester.

Example A. A typical 3 unit lecture class, meeting 3 hours per week, for a full semester, will earn 3 semester course hours of gross pay.

Example B. A typical 3 unit lecture class, meeting 6 hours weekly, for ½ semester, will earn 3 semester course hours of gross pay.

3. Courses with a combination of lecture and laboratory designated hours will be paid according to the proportional split of those hours scheduled.
4. Full-time non-credit faculty teaching an overload for extra pay shall be placed on Step 3.
5. All instructors must meet minimum qualifications for the discipline, or have established equivalency verification, or hold appropriate certification.

APPENDIX B

CO-CURRICULAR ACTIVITIES

Following initial placement on the salary schedule, subsequent annual advancement through Step 14 will be dependent on satisfactory completion of relevant co-curricular activities.

For Steps 15 to 19, three (3) of the five (5) annual advancements may also be based on satisfactory completion of co-curricular activities. The other two (2) (or more if the faculty member chooses not to use co-curricular activities) advancements will be contingent on completion of the educational activities and projects enumerated in Section 23.1.2.3.

In order to earn a step advancement on Steps 1 – 14 and on any three (3) of the five (5) career increment Steps 15 – 19 on the Faculty Salary Schedule, the faculty member must document participation in a minimum of thirty-eight (38) hours per academic year of approved co-curricular activities. These activities may include institutional, professional, and/or community activities and may not include activities scheduled as flex activities, approved for track advancement, or for which the faculty member receives compensation in the form of a stipend or release time.

Appropriate activities include (but are not limited to) the following:

1. Activities related to institutional governance, planning, and support:
 - a. Active participation in College standing and ad hoc committees (e.g., President's Council, Faculty Senate, Strategic Planning, Accreditation Committees, Screening Committees, I.E.C., HRDAC, Staff Development Committee, Curriculum Committee, Scholarship Committee, Health, Safety, Facilities and Grounds Committee, Equivalency Committee, Graduation Committee, Tenure Review Committee, etc.).
 - b. Active involvement in student activities, clubs, and organizations
 - c. Active involvement in student mentoring, tutoring, and advising
 - d. Active involvement with recruitment and articulation
 - e. Preparation of grant proposals and grant management
2. Professional activities:
 - a. Active participation in professional organizations
 - b. Publication in journals, etc.
 - c. Conference, seminar, workshop presentations and attendance
 - d. G.C.F.A. Executive Board and Grievance Officer

3. Community activities:
 - a. Participation in community service organizations, committees, councils, commissions, etc.
 - b. Attendance at College events/functions (i.e., graduation, awards ceremonies, performances, etc.)
 - c. Involvement with government educational agencies, councils, groups, etc.

The co-curricular activities will be approved by the Faculty Staff Development Committee and the Vice President of Instructional Services. A report form will be submitted by April 1 of each academic year for step advancement consideration for the following year. The report will include all activities expected to be completed through June 30 of that year.

If the report is not submitted to the Faculty Staff Development Committee by April 1 of an academic year, the Unit Member will lose the step increase. If the Unit Member performs the co-curricular activities but failed to report them by April 1, the Unit Member may by the following April 1 submit the report for consideration by the Staff Development Committee. Upon approval, the Unit Member will receive the lost step increase starting the following academic year. The one year loss of step increase is not recoverable.

APPENDIX C

ADVISING, COUNSELOR/LIBRARIAN HOURS, AND STIPENDS

1. Advising of Students by Faculty

At the end of each registration cycle, the Vice President of Student Services and the Academic Senate will review the available data.

The need for and the number of advisors shall then be determined by the Vice President of Student Services for the next registration cycle.

If it is determined by the Vice President of Student Services that faculty will be selected to advise, interested faculty shall then apply for appointment by the Vice President of Student Services.

Compensation for faculty advising may be as a flex activity, as an additional duty assignment per Article XXVI, or as compensatory time per Section 14.1.1.

2. Counselor/Librarian Hours

The work week for Counselors and Librarians, within the Unit, shall consist of a minimum of thirty-five (35) hours of assigned duties.

3. Librarian during Summer Session

The Vice President of Instructional Services and the Academic Senate will review the need for Librarian(s) during the Summer Session at the end of each Spring semester.

The Vice President of Instructional Services shall then determine the need for and the number of Librarian hours for the next Summer Session.

If the full time Librarian is hired, the compensation for working hours and/or days in addition to the normal academic calendar hours/days (e.g., summer) may be flex activity, an additional duty assignment, or as compensatory time per Section 14.1.1.

APPENDIX D

SIDE LETTER –ACCESS TO PERSONNEL FILE

The list of personnel having official right to inspect faculty member's personnel file is:

- Board of Trustees
- President
- Executive Assistant to the President
- Vice President of Instructional Services
- Executive Assistant to the Vice President of Instructional Services
- Vice President of Student Services
- Executive Assistant to the Vice President of Student Services
- Vice President of Administrative Services
- Executive Assistant to the Vice President of Administrative Services
- Deans
- Faculty member's immediate supervisor
- Director, Human Resources and Human Resource Technician
- Legal representative of District

The District would only add to the list if it notifies the Association in advance and meets with the Association upon request prior to changing the list.

APPENDIX E

CRITERIA FOR ACADEMIC REDUCTION IN FORCE

Section 1. General

In the event the District determines that it is necessary to reduce the number of contract and regular certificated employees, such reductions will be made in accordance with applicable statutes and in accordance with the procedures in this Article. Prior to any regular faculty member being laid off or reduced, the actions must occur in the following order.*

- A. The District must lay off temporary (hourly) instructors in the particular kind of service(s) in question.
- B. The District must lay off contract and/or probationary, and/or regular faculty members for overload assignments except as the overload is part of a single class needed to make load in the particular kind of service(s) in question.
- C. The District must lay off contract and/or probationary faculty members in the particular kind of service(s) in question.

In any event the District will not be required to, nor will they, retain an employee with less seniority than an employee who is laid off in the subject related areas. Should there be a conflict between the statutes pertaining to an academic reduction in force and this Article, the statutes will prevail. (Education Code Section 87743 read, in part: . . . “provided, that the services of no regular employee may be terminated under the provisions of this Section while any contract employee, or any other employee with less seniority, is retained to render a service which said regular employee is academic and competent to render.”)

* The order refers to the effective date of non-re-employment of the employee involved.

Section 2. Reduction Criteria

The District, shall, in good faith, retain the most senior qualified faculty members who are competent in the particular assignments in question.

- A. Qualification means the possession of the authorized credentials issued by the State of California for service in a California public Community College authorizing service in the area in question.
- B. Competency means demonstrated acceptable performance. Competency may be demonstrated by submission of evidence, subject to verification by the District, of the following:
 - (1) Teaching experience in the particular kind of subject related service(s) in question;
 - (2) The recency of such teaching experience;

- (3) The level of the teaching experience and the duration of such teaching experience;
 - (4) Credentials, degrees, majors and minors;
 - (5) Comparable related non-teaching work experience as may be applicable to the particular kind of subject related service(s) in question;
 - (6) Comparable course work, workshops, seminars, and other experiences of a similar nature which may have a bearing on the position in question.
- B.1 In addition to (B) above, a faculty member will be considered to have demonstrated acceptable performance (competency) in a particular subject if the member has taught in that subject related service at an accredited post-secondary institution for at least three (3) different semesters (or equivalent) in the last ten (10) academic years, or one (1) semester (or equivalent) in the last five (5) academic years.
- B.2 The Association and the District agree that a faculty member and/or the Association may challenge the District's determination of competency of an individual at a lay-off hearing in accordance with the faculty member's rights guaranteed by statutes.
- B.3 Plus Education Code Section 87740 through Section 87743.

APPENDIX F

FAMILY CARE LEAVE

AB 77, Section 12945.2

- 12945.2 (a) It shall be an unlawful employment practice for any employer of fifty (50) or more employees to refuse to grant a request by any employee with more than one (1) year of continuous service with the employer, who meets all requirements of this section, and who is eligible for other benefits to take up to a total of four (4) months in a 24-month period for Family Care Leave. Family Care Leave requested pursuant to this subdivision shall not be deemed to have been granted unless the employer provides the employee, upon granting the leave request, a guarantee of employment in the same or a comparable position upon the termination of the leave.
- 12945.2 (b) For purpose of this section:
- (1) “Child” means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either of the following:
 - (A) under 18 years of age.
 - (B) an adult dependent child.
 - (2) “Employer” means any person who directly employs fifty (50) or more persons to perform services for a wage or salary.
 - (3) “Family care leave” means either of the following:
 - (A) Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious illness of a child of the employee.
 - (B) Leave to care for a parent or a spouse who has a serious health condition.
 - (4) “Employment in the same or a comparable position” means employment in a position that has the same or similar duties and pay which can be performed at the same or similar geographic locations as the position held prior to the leave.
 - (5) “Health care provider” means an individual holding either a physician’s and surgeon’s certificate issued pursuant to Article 4 (commencing with Section 2080) of Chapter 5 of Division 2 of the Business and Professions Code or an Osteopathic Physician’s and Surgeon’s certificate issued pursuant to Article 4.5 (commencing with Section 2099.5) of Chapter 5 of Division 2 of the Business and Professions Code.

- (6) “Parent” means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
- (7) “Serious health condition” means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision and involves either of the following:
- (A) Inpatient care in a hospital, hospice, or residential health care facility.
 - (B) Continuing treatment or continuing supervision by a health care provider.
 - (C) An employer shall not be required to pay an employee for any leave taken pursuant to subdivision (A), except as required by subdivision (D).
 - (D) Subdivision (A) may elect, or an employer may require the employee, to substitute for leave allowed under subdivision (A) any of the employee’s accrued vacation leave or other accrued time off during this period or any other paid or unpaid time off negotiated with the employer. However, an employee shall not use sick leave during the period of the Family Care Leave unless mutually agreed to by the employer and the employee.
 - (E) Any employee taking leave pursuant to subdivision (A) shall continue to be entitled to participate in health plans, pension and retirement plans, and supplemental benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any purpose other than family care. In the absence of these conditions, an employee shall continue to be entitled to participate in these plans, and in the case of health and welfare employee benefit plans, including group medical, life, short-term or long-term disability or accident insurance, or other similar plans, the employer may, at his or her discretion, require the employee to pay premiums, at the group rate, during the period of leave not covered by any accrued vacation leave, or other accrued time off, or any other paid or unpaid time off negotiated with the employer, as a condition of continued coverage during the leave period. However, the nonpayment of premiums by an employee shall not constitute a break in service, for purposes of longevity, seniority under any Collective Bargaining Agreement, or any employee benefit plan.
- For purposes of pension and retirement plans, an employer shall not be required to make plan payments for an employee during the leave period, and the leave period shall not be required to be counted for purposes of time accrued under the plan. However, an employee covered by a pension plan may continue to make contributions in accordance with the terms of the plan during the period of the leave.
- (F) During a Family Care Leave period, the employee shall retain employee status with the employer, and the leave shall not constitute a break in

service, for purposes of longevity, seniority under any Collective Bargaining Agreement, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced, for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.

- (G) If the employee's need for a leave pursuant to this Section is foreseeable, the employee shall provide the employer with reasonable advance notice of the need for the leave.
- (H) If the employee's need for leave pursuant to this Section is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the employer, subject to the approval of the health care provider of the individual requiring the treatment or supervision.
- (I)
 - (1) An employer may require that an employee's request for leave to care for a child, a spouse, or a parent who has a serious health condition be supported by a certification issued by the health care provider of the individual requiring the care. That certification shall be sufficient if it includes all of the following:
 - (a) The date on which the serious health condition commenced.
 - (b) The probable duration of the condition.
 - (c) An estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring the care.
 - (d) A statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
 - (2) Upon expiration of the time estimated by the health care provider in subparagraph (c), the employer may require the employee to obtain re-certification in accordance with the procedure provided in paragraph (1), if additional leave is required.
- (J) It shall be an unlawful employment practice for an employer to refuse to hire, or to discharge, fine, suspend, expel, or discriminate against, any individual because of any of the following:
 - (1) An individual's exercise of the right to Family Care Leave provided by subdivision (a),

- (2) An individual's giving information or testimony as to his or her own Family Care Leave, or another person's Family Care Leave, in any inquiry or proceeding related to rights guaranteed under this Section.
- (K) The provisions of this Section shall be construed as separate and distinct from those of Section 12945. However, leave taken pursuant to this Section shall be no more than one (1) month when used in conjunction with the maximum leave under Section 12945, unless the employer and employee agree otherwise.
- (L) This Section shall not entitle the employee to receive disability benefits under Part 1 (commencing with Section 3200) of Division 4 of the Labor Code.
- (M) Leave provided for pursuant to this Section may be taken in one (1) or more periods but shall not exceed a total of four (4) months within a 24-month period from the date the leave commenced unless otherwise agreed to by the employee and the employer.
- (N) An employer shall be required to grant an employee Family Care Leave which would allow the employee and the other parent of the child Family Care Leave totaling more than the amount specified in subdivision (a), nor to grant an employee Family Care Leave for any period of time in which the child's other parent is also taking Family Care Leave from employment or is unemployed.
- (O) Notwithstanding subdivision (a), an employer may refuse to grant a request for Family Care Leave made by an employee if this refusal is necessary to prevent undue hardship to the employer's operations.
- (P) Notwithstanding subdivision (a), an employer may refuse to grant a request for Family Care Leave made by a salaried employee who, on the date the request for Family Care Leave is made, is either one of the five (5) highest paid employees, or is among the top ten percent (10%) of the employees in terms of gross salary, whichever group encompasses the greater number of persons, employed by the employer at the same location.

Sec. 5. Section 19702.3 is added to the Government Code, to read:

19702.3 (a) An appointing authority shall not refuse to hire, and shall not discharge, suspend, expel, or discriminate against, any individual because of any of the following:

- (1) An individual's exercise of the right to Family Care Leave provided by subdivision (a) of Section 12945.2.

- (2) An individual's giving information or testimony as to his or her own Family Care Leave, or another person's Family Care Leave, in any inquiry or proceeding related to rights guaranteed under Section 12945.2.
 - (a) An appointing authority's obligation to provide Family Care Leave, other than for birth or adoption of a child, resulting in costs incurred by the State shall be contingent upon provision in the Annual Budget Act.

Sec. 6. In adopting the regulations required by Section 12945.2 of the Government Code, as contained in Section 4 of this Act, the Fair Employment and Housing Commission shall consider and specify all of the following:

- (a) The length of time necessary for appropriate advance notice for a leave request submitted pursuant to subdivision (a) of Section 12945.2 of the Government Code.
- (b) The appropriate minimum duration of Family Care Leave. This paragraph shall not be construed as permitting an employer to deny a reasonable Family Care Leave request for a period in excess of the appropriate minimum duration for Family Care Leaves.
- (c) What would constitute undue hardship for denial of deferral of Family Care Leave.
- (d) What accommodation of the employee's Family Care rights short of granting a leave would be reasonable.

Sec. 7. Within two (2) years of the effective date of this Act, the Legislative Analyst, in consultation with the Secretary of the Business, Transportation and Housing Agency, shall report to the Governor and the Legislature on the impact, if any, of the requirements of this Act, including the costs, benefits, and impact on productivity, of Family Care Leave on employees.

Sec. 8. It is the intent of the Legislature that this Act shall not affect any rights of State employees under Section 19991.6 of the Government Code or Section 89519 of the Education Code.

APPENDIX G

LECTURE EQUIVALENCY HOURS (LEH) ATHLETICS

LEH will be awarded using the following scale per term.

<u>Sport</u>	<u>LEH</u>
Football	.6
Volleyball	.5
Men's Basketball	.6
Women's Basketball	.6
Softball	.6
Baseball	.6
Cross Country	.4
Track	.5
Tennis	.5
Golf	.4
Wrestling	.5
Swimming	.5
Water Polo	.5
Soccer	.5

APPENDIX H

RETIREE FRINGE BENEFITS

In accordance with the requirements of membership in PERS Health Plan, appropriate deductions for retiree benefits will be undertaken. The District, however, also agrees to maintain the level of financial contribution as to ensure that the full retirement allotment is maintained.

APPENDIX I

ACADEMIC CALENDAR

2008 - 2009

SUMMER 2008 - 29 days

June 16 (Monday)	First Day of Instruction
July 4 (Wednesday)	Holiday (Independence Day)
July 25 (Friday)	Last Day of Instruction

FALL 2008 - 82 Days

August 13	Aviation First Day of Instruction	82
August 27	New Faculty Orientation	
August 28	Flex Day (Training or Program Planning) (Optional)	
September 1	Holiday (Labor Day)	
September 2	Flex Day (Mandated)	
September 3	First Day of Instruction	
November 10	Holiday (Veterans' Day, Observed)	
November 27 - 30	Thanksgiving Instructional Break	
November 27, 28	Holiday (Thanksgiving)	
December 15 - 21	Final Exams	
December 21	Last Day of Semester	
December 24, 25	Holiday (Christmas)	
Dec. 31, Jan 1	Holiday (New Year's)	

WINTER INTERSESSION - 15 Days

January 2	First Day of Instruction
January 19	Holiday (Martin Luther King)
January 23	Last Day of Classes

SPRING 2009 -83 Days

January 26	Flex Day (Training or Program Planning) (Optional)	83
January 27	Flex Day (Mandated)	
January 28	First Day of Instruction	
February 13 - 16	Presidents' Day Instructional Break	
February 13, 16	Holidays (Presidents' Day)	
March 6	Planning Day (Faculty Mandated)	
April 13 - 17	Spring Instructional Break	
May 17 - 23	Final Exams	
May 22	Last Day of Spring Semester; Graduation	
May 25	Holiday (Memorial Day)	

SUMMER 2009 - 29 days

June 15 (Monday)	First Day of Instruction
July 3 (Friday)	Holiday (Independence Day)
July 25 (Friday)	Last Day of Instruction

	165
Flex Days (Mandated)	2
Planning Day (Faculty Mandated)	1
Contract Flex Days 48 add'l hrs scheduled outside of regular work hrs	7
	<hr/> 175

ACADEMIC CALENDAR

2009-2010

SUMMER 2009 - 29 days

June 15 (Monday)	First Day of Instruction
July 3 (Friday)	Holiday (Independence Day)
July 24 (Friday)	Last Day of Instruction

FALL 2009 - 83 Days

83

August 12	Aviation First Day of Instruction
August 27	New Faculty Orientation
August 28	Flex Day (Training or Program Planning) (Optional)
August 31	Flex Day (Mandated)
September 1	First Day of Instruction
September 7	Holiday (Labor Day)
November 13	Holiday (Veterans' Day, Observed)
November 26-29	Thanksgiving Instructional Break
November 26, 27	Holiday (Thanksgiving)
December 13 - 19	Final Exams
December 19	Last Day of Semester
December 24, 25	Holiday (Christmas)
Dec. 31, Jan 1	Holiday (New Year's)

WINTER INTERSESSION - 19 Days

January 4	First Day of Instruction
January 18	Holiday (Martin Luther King)
January 29	Last Day of Classes

SPRING 2010- 82 Days

82

February 1	Flex Day (Training or Program Planning) (Optional)
February 2	Flex Day (Mandated)
February 3	First Day of Instruction
February 12 - 15	Presidents' Day Instructional Break
February 12, 15	Holidays (Presidents' Day)
March 5	Planning Day (either faculty mandated or 6 hrs. flex pending negotiations)
April 5 - 10	Spring Instructional Break
May 28	Graduation
May 24 -29	Final Exams
May 29	Last Day of Spring Semester
May 31	Holiday (Memorial Day)

SUMMER 2010 - 29 days

June 14 (Monday)	First Day of Instruction
July 5 (Monday)	Holiday (Independence Day)
July 23 (Friday)	Last Day of Instruction

	165
Flex Days (Mandated)	2
Planning Day (either faculty mandated or 6 hrs. of flex pending negotiations)	1
Contract Flex Days 42 add'l hrs scheduled outside of reglr work hrs	7
	<u>175</u>

EXHIBIT 1

MEMORANDUM OF UNDERSTANDINGBETWEEN GCFA AND THE DISTRICT

May 20, 2005

Based on the negotiation of 2005/06 contract year, we agree to the following:

1. A task force comprised of the VP of Instruction or designee with one other administrator and four faculty members appointed by GCFA will investigate and recommend solutions to issues regarding online instruction and grants and will issue a report no later than May, 2006.
2. The District will budget a part-time faculty Senate representative stipend of \$250 per semester.

GCFA

S. Au-Yeung
M. Friedman
K. Miller

District

J. Keeler
F. Lozano