

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
BOARD OF TRUSTEES
OF THE
MIRACOSTA COMMUNITY COLLEGE DISTRICT
AND THE
MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY
CCA/CTA/NEA
FOR THE PERIOD
July 1, 2008 - June 30, 2011
[Revised 1-22-10](#)

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The following Agreement has been reached by designated representatives of the Board of Trustees and the MiraCosta College Academic Associate Faculty CCA/CTA/NEA, in accordance with the California Education Employment Relations Act. Provisions of this Agreement are effective July 1, 2008 through June 30, 2011, unless specified herein.

MiraCosta College Academic Associate Faculty

Kathleen O'Brien, President

Date

MiraCosta Community College District

Francisco Rodriguez, Superintendent/President

Date

Collective Bargaining Agreement
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ARTICLE 1. AGREEMENT AND RECOGNITION

1.1 This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT (“District”) and the MIRACOSTA COLLEGE ACADEMIC ASSOCIATE FACULTY CCA/CTA/NEA (“Association”), and shall be binding upon themselves and their successors for the term hereof. For the term of this Agreement, the District recognizes the Association as the exclusive representative of all credit part-time teaching faculty, part-time librarians and part-time counselors. It is expressly understood that excluded are all non-credit part-time teaching faculty, POST instructors, FET instructors, coordinators, physicians, MFCC interns, EOPS counselors; all full-time faculty, librarians and counselors; all management, supervisor and confidential employees; and all other employees who hold positions not requiring certification qualifications.

1.2 This Agreement is entered into pursuant to Chapter 10.7 Sections 3540-3549 of the Government Code which shall be referred to as the “EERA” and shall control over individual contracts with a bargaining unit member as to bargaining unit work.

1.3 The parties to this Agreement recognize the value of the work provided by bargaining unit members, and it is not the intent of the District to eliminate the use of bargaining unit members.

1.4 In those instances where past departmental, instructional or institutional practices or procedures are in conflict with this Agreement, this Agreement shall prevail.

ARTICLE 2. RIGHTS OF THE ASSOCIATION

2.1 The District shall designate a bulletin board at each of its campuses, to which the Association shall have access for the purpose of posting notices of activities and matters of Association concern.

2.2 The Association may place Association materials in “mailboxes” and electronic mail designated by the District for use by bargaining unit members. A copy of materials for general distribution shall be submitted to the Director of Human Resources. The Association shall have access to a voicemail account for Association business.

2.3 Upon request, the Association shall have the right to use campus buildings during regular operating hours without charge so long as it does not interfere with District activities. The association may use space within the designated associate faculty office for storage.

2.4 Upon request, the District agrees to furnish the Association with copies of public records as per the California Public Records Act.

2.5 In the interest of shared governance, bargaining unit members shall be appointed (without compensation) by MCCAFAF to serve as representatives on the following District standing committees:

Equal employment/Title IX Advisory Committee

Awards and Scholarships Committee

Commencement Committee

Emergency Preparedness

Fringe Benefits Committee (a new subcommittee will be formed to deal with benefits as they related to associate faculty members)

Governmental Affairs Committee

Health and Safety Committee

International Education Committee

Investment Oversight Committee

Matriculation Committee

Planning/Budgeting Council

Public Events Committee

Staff Development Committee

Traffic/parking Committee

2.6 For the negotiation of the successor agreement, the District agrees to pay up to a maximum of 80 total hours for bargaining unit representatives at their current hourly rate for time actually spent at the negotiating table.

ARTICLE 3. RIGHTS OF MANAGEMENT

3.1 All matters not specifically covered by this Agreement are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, or discontinue, in whole or in part, temporarily or permanent, any of the following:

a. The legal, operational, geographical, and organizational structure of the District, including the chain of command, division of authority, organizational divisions and subdivisions, external and internal boundaries of all kinds, and advisory commissions and committees.

b. The financial structure of the District, including all sources and amounts of financial support, income, funding, taxes, and debt, and all means and conditions necessary or incident to the securing of same, including compliance with any qualifications or requirements imposed by law or by funding sources as a condition of receiving funds; all investment policies and practices; all budgetary matters and procedures, including the budget calendar, the budget information process, accounting methods, fiscal and budget control policies and procedures, and all budgetary allocations, reserves, and expenditures.

c. The acquisition, disposition, number, location, types, and utilization of all District properties, whether owned, leased or otherwise controlled, including all facilities, grounds, parking areas, and other improvements.

d. All services to be rendered to the public and to District personnel in support of the services rendered to the public; the nature, methods, quality, quantity, frequency and standards of services, and the personnel, facilities, vendors, supplies, materials, vehicles, equipment, and tools to be used in connection with such services; the subcontracting of services to be rendered and functions to be performed, including educational, support, construction, maintenance, and repair services.

e. The utilization of personnel not covered by this Agreement, including but not limited to substitutes, casual and provisional personnel, consultants, and supervisory or managerial personnel, and the methods of selection and assignment of such personnel.

f. The educational policies, procedures, objectives, goals, and programs, including those relating to curriculum, course content, textbook selection, educational equipment and supplies, student admission, student attendance, student advancement, student guidance, grading, student testing, student records, health and safety, student conduct, student discipline, transportation, food services, racial and ethnic balance, student extracurricular and co-curricular activities, emergency situations, and the substantive and procedural rights and obligations of students, parents, other personnel, and the public with respect to such matters.

g. The selection, classification, direction, promotion, demotion, discipline and termination of all personnel of the District; equal employment policies and programs to improve the District's utilization of women and minorities; and the determination as to whether, when and where there is a job opening.

h. The job classifications and the content and qualifications thereof.

i. The duties and standards of performance for all unit members, and whether any unit member adequately performs such duties and meets such standards.

j. The dates, times and hours of operation of District facilities, functions and activities, work schedules, and the school calendar.

k. Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies, and equipment, including the various rules and duties for all personnel with respect to such matters.

l. The retirement of unit members for age or disability as provided by law.

m. The layoff of unit members as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the District.

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

3.3 Exercise of the District's rights shall be consistent with and limited by law and the specific terms and conditions of this Agreement.

ARTICLE 4. NON-DISCRIMINATION AND SAFETY

4.1 The District and the Association agree that they shall abide by Title VII of the federal Civil Rights Act of 1964 and Title IX as amended, to the extent applicable.

4.2 The District will not discriminate against any employee because of membership in or lawful activity on behalf of the Association.

4.3 The Association and the District agree not to discriminate unlawfully against any employee covered by this Agreement on the basis of race, religion, creed, color, national origin, ancestry, disability, marital status, gender, or sexual orientation.

4.4 The District agrees that whenever feasible unit members will be included in any District-sponsored emergency notification systems and trainings that are implemented for full time and/or contract employees of the District, and the Association agrees that it will make every reasonable effort to aid the District in implementing systems and procedures to ensure the currency and accuracy of the contact information for unit members.

4.5 The District administration shall notify a unit member as soon as reasonably possible of any creditable personal threat against that person received by the District. A unit member who becomes aware of physical violence or a creditable threat against a student or employee, or destruction or creditable threat of destruction or property, shall report said to the Office of Public Safety (Campus Police) or Director, Risk Management as soon as safely feasible.

4.6 The District encourages unit members to inform the Director, Risk Management of any perceived hazards in the workplace or on campus without fear of reprisal. A Unit member who observes or experiences any hazard that he or she perceives to be unsafe shall report the condition to the Director/Risk Management by either sending an e-mail to riskmanagement@miracosta.edu or by calling that office at (760) 795-6866. The District provides a system of anonymous notification by unit members about hazards at the internal fraud hotline (800) 860-0597. The Director, Risk Management maintains procedures for identifying and evaluating workplace hazards and will annually notify the Association of reports made and the corrective actions taken resulting from those reports.

4.7 The Association shall have one designated seat on any District health and safety, and emergency preparedness team committees. Agendas and minutes for each meeting shall be distributed to the Association's designated committee representative whether or not he or she attends the meeting.

ARTICLE 5. ORGANIZATIONAL SECURITY/DUES DEDUCTIONS/AGENCY FEE

5.1 Any bargaining unit member may sign and deliver to the District administration a form authorizing deduction of dues to the MiraCosta College Academic Associate Faculty CCT/CTA/NEA. Pursuant to such authorization, the District shall deduct the monthly dues from the regular paycheck of the faculty member for each payroll month, summer excepted.

5.2 Such dues shall be directly deposited to CCA/CTA. Such deductions shall be made only upon the submission of written revocable authorization duly completed and executed by the bargaining unit member and submitted to the designated representative of the District. Should a bargaining unit member's paycheck be of insufficient amount to meet the authorized dues deduction, no deduction of any amount will be made by the District.

5.3 As provided by Government Code § 3546 and prior notice given by the Association to the District, any bargaining unit member who is not a voluntary dues payer to the Association shall have an agency fee deducted monthly from the regular paycheck of the faculty member for each payroll month, summer excepted. Such agency fee will be equal to the amount of monthly dues then in effect, less any Hudson deduction and/or adjustment made because the unit member is a bargaining unit member at another district wherein CCA or CTA or NEA is the recognized bargaining unit for said unit member as per MCCAAF By-Laws.

5.4 The District shall not be obligated to put into effect any new, changed or discontinued deduction unless the change is in the District payroll office prior to the fifth (5th) calendar day of the month prior to its effective date.

5.5 With respect to all sums deducted by the District, the District agrees to furnish within fifteen (15) days following the date of the deduction on the faculty member's paycheck, an alphabetical list of faculty members from whom such deductions have been made.

5.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this article.

5.7 The Association shall indemnify and hold harmless the District from any loss, damages or expenses of any form arising from the operation of this article. The Association further agrees that neither any employee nor the Association shall have any claim against the employer for any deductions made or not made as the case may be unless a claim of error is made in writing to the employer within thirty (30) calendar days after the date such deductions were or should have been made, or were transmitted to the unit bank account, whichever is a longer period.

ARTICLE 6. PERSONNEL FILES

6.1 It is expressly understood that personnel files are the property of the District. Bargaining unit members, or their designees with written authorization, upon reasonable request and during business hours, shall have the right to inspect their own personnel files during the time they are not required to render services to the District; provided, however, that the right of inspection shall not include materials, ratings, reports, or records that were obtained prior to his/her employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination.

6.2 Any information, except materials relating to ratings, routine District records, reports or records obtained prior to his/her employment, were prepared by identifiable examination committee members, or were obtained in connection with a promotional examination, shall not be entered or filed unless the employee has first been given a copy of the document and an opportunity to comment thereon. Each bargaining unit member shall have the right to enter and have attached to any derogatory statement his/her own comments thereon. Apart from student evaluations, no anonymous communications shall be placed in the file.

6.3 The District shall not use in any formal District proceeding affecting the status of a unit member's employment with the District the following: a) any non-evaluation related, anonymous document; or b) any other document unless a copy of said document has previously been given to the employee, excepting routine business records.

6.4 Files are to be accessed only by persons who have a legitimate need or legal authorization to review file contents within the scope of their employment.

6.5 The unit member or designee shall be allowed to receive copies of any documents he/she deems necessary provided that the total number of pages does not exceed fifteen (15). If more than fifteen (15) pages are required, the unit member will be billed for all additional pages at a rate equal to the current per-page rate charged the public for copying any other District documents.

ARTICLE 7. CLASS LOAD AND SCHEDULING

7.1.a Unless otherwise provided specifically within the terms of this agreement, all work assignments to unit members will be made and compensated in increments of LHE (FTE) and be fully reflective of all discipline-based workload measures as defined in Exhibits C, Administrative Procedures for Implementation of Sections 8-14, Board Policy V.B, and Exhibit D, January, 2009 LHE Clarifications. It is understood and agreed to by the parties that the district is in the process of converting Board Policies and Board Administrative Procedures to a new format and numbering system and that the appropriate successor documents will be incorporated into this Agreement by a Memorandum of Understanding.

7.1.b The content of curriculum, including the categorization of a class as lecture, lab, performance, etc. is an academic and professional matter as defined by AB 1725. The process of assigning the LHE values includes review by the Academic Senate Council on which the bargaining unit is represented, and final approval by the Superintendent/President. Before the Superintendent/President approves an LHE recommendation from the Academic Senate he/she will provide an opportunity for the Union to comment on the recommendation and those comments will be taken into consideration before he/she makes the final decision. Such notification shall be in writing and the Union shall have a minimum of 10 working days to respond in writing.

7.1.c Department chairs/lead instructors shall have the ability to recommend the scheduling for assignment of unit members up to the maximum percentage allowed by law of the annual contractual full-time faculty workload of 30 LHE (1.00 FTE) divided evenly between fall and spring semesters. The District shall develop and implement procedures to ensure that the maximum allowable legal load is not exceeded. As of January 1, 2009 the maximum legally allowable load is 0.667 FTE, or 10 LHE per semester (credit and non-credit), exclusive of intersession terms and department chairs/lead instructors shall have the ability to schedule for assignment unit members up to these limits. Nothing herein shall preclude the District, with the approval of the Vice President of Instruction, from allowing a bargaining unit member to exceed the legally allowed limit in effect at the time of the assignment in no more than one semester out of six semesters, without creating a contract assignment to the extent allowed by law.

Workloads and affiliated compensation for office hours, flex activities, and special non-instructional assignments as provided within this agreement shall be excluded from computation of assignment limits to the extent allowed by law (Ed Code section 87482.5).

7.2.a The scheduling and assignment of work shall be at the discretion of the deans/vice president with the understanding that in the event a full-time faculty member's regular assignment is cancelled or reduced, the full-time faculty member may be assigned to replace a unit member.

7.2. b In determining class assignments for associate faculty, the department chair shall consider at his/her discretion factors such as length of service to the District and evaluations. A unit member who, as of fall, 2007, has taught for six or more consecutive semesters (or one semester in each of six consecutive years) will be notified as soon as it appears that he/she may not be offered a class(es) for the next semester that the unit member had taught for that time. When reasonably possible the notification shall not be later than the department's final schedule submission. The unit member may request a meeting to discuss the matter with the dean. The

meeting will be held within 15 business days of the request. At such a meeting the unit member may be represented by an association representative or another individual of his/her choice.

7.3 Scheduling decisions and the reasons therefore shall not be subject to the grievance procedures set forth herein.

7.4 The District will not consider fringe benefit eligibility in determining assignments.

7.5 Class size maximum established by the Office of Instruction shall be adhered to.

ARTICLE 8. WORKING CONDITIONS/SUPPORT SERVICES

8.1 Unit members will have, without charge to the unit member, access to available secretarial support, printing and media equipment and supplies, e-mail accounts, Web pages and campus Internet, mailboxes, staff parking permits, identification, and library cards.

8.2 Unit members will be allowed to sign up for office hour space utilizing existing facilities on each campus to the extent available in order to meet with students.

8.3 The District will maintain secured office space on each campus for the exclusive use of unit members for activity reasonably related to the unit member's teaching responsibilities and communications. The District will provide table(s), chair(s), computer(s) with Internet access, and lockers for use by unit members.

8.5 Unit members shall be eligible to apply for travel and conference funding.

8.6 The District will provide to a unit member the district's requirements for the use of technology for administrative functions at the time an assignment is offered to the unit member. The unit member must be able to meet those requirements in order to accept the assignment. Administrative functions may include, but are not limited to: class rosters, drop sheets, and grade reports. Syllabi are submitted through the Portal or via email.

Unit members will be able to access and use the same Course Management System(s) (CMS) approved and supported for the full-time faculty. Training in the use of approved and supported CMS will be available through regular (online and face to face) workshops open to unit members. Many departments have agreed to utilize standardized technology solutions, these will be discussed with the unit member, along with the expectations for proficiency, at the time the initial or rehire offer of assignment is made.

ARTICLE 9. EVALUATION PROCEDURES

9.1 The major objectives of the evaluation process are to insure that the District has the most qualified academic staff, to improve individual performance, and to encourage professional growth.

9.2 The unit member's immediate supervisor or designee shall perform formal evaluations. A unit member shall be notified as to who his/her evaluator is prior to the observation/evaluation. Upon notification, if the unit member believes the proposed evaluator is biased against the unit member, then the unit member may request to his/her dean that an alternate evaluator be designated. Any change in evaluator will be up to the dean.

9.3 Evaluations shall consist of a visitation/observation by the evaluator and/or the dean, student surveys when appropriate, with an optional response to the visitation/observation and student surveys by the unit member.

9.4 The unit member scheduled for evaluation shall be notified by the eighth (8th) week of the unit member's having commenced instruction. A copy of the evaluation procedure, including evaluation criteria, shall be provided to the unit member at the time of notification.

9.5 Unit members shall be evaluated by a classroom or work site (for example for counselors and librarians) visitation and student survey during the first semester of employment. Subsequent evaluations shall, at a minimum, include student surveys and classroom visitations at least once every six semesters of teaching beginning Fall semester 2007. At the discretion of the department chair, lead instructor, supervisor, dean or appropriate vice president additional student evaluations and classroom visitations may be completed.

9.6 Each classroom observation shall be followed by a post-visitation meeting and discussion within three weeks after the observation or visitation.

9.7 A final evaluation report shall be submitted to the unit member for review and response within ten (10) working days after the end of the semester. The final evaluation and any response from the unit member shall be included in the unit member's personnel file.

9.8 The grievance procedure may be utilized for resolving alleged procedural disputes with respect to the evaluation process. The unit member may request a meeting with his/her dean or the appropriate VP and an Association Representative to resolve alleged procedural disputes and content with respect to the evaluation process. The decision of the dean or VP on the matter will be final.

ARTICLE 10. RIGHT OF INTERVIEW

10.1 A bargaining unit member's application packet for an advertised full-time Academic position will be forwarded for screening to the Screening Committee provided he/she meets the following requirements: a) the advertised minimum qualifications for the position; and b) completion of all the required application procedures.

10.2 The Screening Committee shall interview those bargaining unit members from the list of applicants who are considered among the top ten (10) applicants by the Committee.

10.3 For each advertised full-time Academic position, the District will provide the Association upon completion of the hiring process with the number of applicants meeting the minimum qualifications, the number of bargaining unit members who applied, and the number of bargaining unit members interviewed by the Screening Committee.

10.4 When reasonably feasible, vacant part-time positions will be posted on the college website.

ARTICLE 11. OFFICE HOURS

11.1 Bargaining unit members teaching credit class shall be eligible for office hours per semester as follows:

LHE Assigned	Max. Paid Office Hours	LHE Equivalent
7.50 or more	16.5	0.500
6.00 to 7.49	13.2	0.400
Fewer than 6.00	8.25	0.250

11.2 Office hours are designed to allow a one on one contact between instructor and student. Lecture assignments and laboratory courses involving extensive preparation and student grading as per the load agreement in Section V.B of the Board Policy are eligible. Librarians and cooperative work experience instructors shall be entitled to three (3) hours per semester for individual appointments. Skill and activity courses as well as counselors shall not be eligible for office hours.

11.3 Office hours shall be paid at the flat rate of \$44.00 per hour. Office hours must be scheduled so as to insure the maximum availability for student consultation, shall be held in an appropriate location as requested and assigned, and must be held in conjunction with a schedule submitted to and approved by the appropriate dean at the beginning of the semester. Information which enables the District to evaluate the services shall be reported to the dean at the end of the semester. Office hours must be reported on an hourly timesheet approved for payment by the dean.

ARTICLE 12. SALARY SCHEDULE AND PLACEMENT

12.1 Effective January 1, 2010, the salary schedules for bargaining unit members shall be as set forth in the attached Exhibits A (compensation per LHE) and B (equivalent compensation per work hour).

12.2 For the ~~2009-10 and 2010-11~~ 2010-11 fiscal years, the salary schedules for bargaining unit members shall be established effective July 1 of each fiscal year respectively by applying an additional percentage to the salary schedule attached hereto as Exhibit A equal to the same percentage applied to the salary schedule for full-time academic personnel within that fiscal year, plus an additional one percent (1% each year) for the 2009-10 and 2010-11 fiscal years as a contribution towards parity subject to the following conditions each year:

a) There is a statewide COLA for the California Community College system in the signed budget for the year, and

b) If the on-going property tax increase as defined in Board Administrative Procedure V.C.- 01 is at least one (1) percentage point greater than the local CPI as defined in that same administrative procedure and;

c) If there is not a signed state budget by July 1st of a fiscal year, then any parity increase pursuant to this section would be effective with the first payroll cycle of the first fall or spring academic term following the governor's signature of a budget that includes a COLA for the California Community College system, and

d) If parity as defined in this Article has not been reached yet.

12.3 Initial placement on the salary schedule above Class I is based on the number of units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

Quarter hours are equivalent to 2/3 of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of salary placement all degrees and/or college units shall be measured against the following definition of "accredited institution":

An accredited institution shall be any institution of higher education which is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools or foreign institutions of higher education shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

12.4 Placement and step progression on the salary schedules shall be based exclusively upon experience with the District, with advancement after two (2) years of service at a step. Years of service shall be calculated as follows:

- a) One year of service shall consist of two semesters of service.
- b) One semester of teaching service shall require the teaching of at least one full semester course or its equivalent. (No additional credit is given for teaching more than one class during a semester.)
- c) One full season of coaching shall be considered equal to a semester.
- d) For non-classroom unit members, one hundred (100) hours or more during a fiscal year of non-teaching service shall equal one semester. (Hours may not be carried forward to a new fiscal year.)
- e) Maximum credit for salary advancement shall be two (2) semesters in any fiscal year.
- f) Advancement on the salary schedule shall be granted only at the beginning of a school year.
- g) Placement on the salary schedule shall be as a new employee after a break in service exceeding eighteen (18) months.

12.5 Advancement on the Salary Schedule: Each faculty member must have a recognized objective which would lead either toward improvement in his/her teaching field and/or a Master's or Doctoral degree. Instructors may be granted credit on the salary schedule for a maximum of eight units of lower division work, which is relevant to their area of service, taken at accredited colleges or universities. For instance, a language teacher may want to better understand his/her own language by taking courses in a foreign language which he/she has not previously studied. This type of course is usually offered only on a lower division level.

12.6 Parity Pay:

a) Calculation and definition of Parity: In accordance with the 2001 Budget Act, the parties have met, negotiated and agreed to full parity as equal to:

(1) ~~seventy percent (70.3125%)~~ of the full-time faculty salary schedule expressed as an hourly rate per year, per LHE, and per work hour for all assignments other than counseling and librarian duties, and

(2) 82.0313% of the full-time faculty salary schedule per year, per LHE, and per work hour for counseling and librarian duties. A calculation of parity ~~based upon 2007-08 salary schedules is contained in Exhibit B. The parity calculation is based upon dividing the full time faculty salaries at placements II-2 and V-5 by 525 hours, and multiplying the resulting amounts by 70%. The resulting amounts are then compared to the hourly amounts in the Association's salary schedule at the corresponding step and columns contained in Exhibit C.~~

b) Payment of Parity: The parties further agree that restricted parity funds received by the District from the state for purpose of attaining parity shall be only be distributed after there is a final signed state of California budget that includes dedicated funds for parity, and after the California Community Colleges' Chancellor's Office has distributed an allocation of the funds to the District.

c) Distribution of Parity: State-provided parity funds shall be paid off-schedule and shall be prorated to all part-time classroom academic employees (credit and non-credit) based on an estimate of ~~paid instructional hours~~LHE to be worked during the fiscal year, excluding office hours, meetings, flex and other ancillary activities. It is expressly agreed that parity monies shall be paid apart from the salary schedule with any obligation under this Section 12.6 to be strictly limited to state monies actually received.

12.7 Parity/Equity Task Force. With respect to the equitable distribution of potential future parity funds designated in this contract, the concept of "unit pay," and the creation of an hourly rate for non-instructional hours (including non-contact hours for counselors and librarians), the parties agree to convene a task force to review those subjects. The task force will consist of three members appointed by the District and three members appointed by Union to be jointly chaired by a member from both the Union and the District. The contract may be reopened for the sole purpose of discussing the conclusions of the task force on the subjects specified in this section.

ARTICLE 13. FRINGE BENEFITS

13.1 The District shall offer medical insurance coverage to unit members through a vendor determined by the District. The District's contribution towards premiums will be 50% of the premium when the semester load is 6.00-LHE or greater. ~~based on the percentage of load as follows:~~

~~Load from 40% to 60%: District pays 50% of the premium~~

- a) The total Distribution contribution toward benefit premiums will be capped as follows:
 - 1) 2008-2009: Maximum of \$50,000
 - 2) 2009-2010: Maximum of \$55,000 plus or minus any unspent or overspent monies from 2008-09 and an additional \$15,000 in Spring 2010 which shall roll over into 2010-2011 if it is not exhausted.
 - 3) 2010-2011: Maximum of \$60,000 plus or minus any unspent or overspent monies from all previous years.
- b) For unit members eligible to enroll as of the beginning of Fall semester, the following steps will apply:
 - 1) The district will notify unit members who meet the load eligibility requirement based on the initial confirmation letter issued prior to the beginning of the semester.
 - 2) The unit members will notify the district by August 15th of their intent to enroll at the contribution level indicated above.
 - 3) With the exception of late start classes, benefit coverage will be effective as of September 1st. Coverage for eligible unit members teaching late start classes will be effective the first of the month following the start of the class. Regardless of subsequent changes to a unit member's load, the District contribution for the Fall semester (as specified in section 13.1) and the members' eligibility will be locked in based on the load as of the effective date of coverage.
- c) For unit members eligible to enroll as of the beginning of the Spring semester, the following steps will apply:
 - 1) The district will notify unit members who meet the load eligibility requirement based on the initial confirmation letter issued prior to the beginning of the semester.
 - 2) The unit members will notify the district by January 15th of their intent to enroll at the contribution level indicated above.
 - 3) With the exception of late start classes, benefit coverage will be effective as of February 1st. Coverage for eligible unit members teaching late start classes will be effective the first of the month following the start of the class. Regardless of subsequent changes to a unit member's load, the District contribution for the Fall semester (as specified in section 13.1) will be locked in based on the load as of the effective date of coverage.

13.2 Unit members shall be eligible to participate in the Plan upon completion of two (2) semesters of 40% FTE or more service within the preceding two academic years commencing with fiscal year 2006-07, or 6.00-LHE each semester commencing with Spring Semester 2010 so long as they continue in employment and authorize payroll deductions or make payments as

required by Section 13.4 below. The calculation of load eligibility will be based on the actual load of those prior semesters.

13.3 Eligible unit members whose earnings in any month are insufficient to cover their premium co-payment shall submit required premium payment(s) to the District no later than the tenth (10th) of the month preceding the month for which said premium is due. Failure to adhere to the established deadline for payment shall result in immediate termination of coverage.

13.4 Unit members shall be ineligible for continued participation in the Plan if their assignment with the District drops below [6.00-LHE in any semester](#) ~~the~~

13.5 Unit members shall be ineligible to participate in the Plan if he/she has or is eligible to receive medical insurance benefits as an employee, spouse or dependent paid for by any other employer.

13.6 Unit members shall have use of the Wellness Center at no cost during regular hours of operation whenever such facilities are not being used for classroom instruction.

13.7 Bargaining unit member to be appointed to new subcommittee of Benefits Committee to discuss medical plans for associate faculty members.

ARTICLE 14. RETIREMENT BENEFITS

The current retirement benefit program with the STRS Cash Balance Plan will be the retirement benefit for bargaining unit members. During the term of this agreement the parties will jointly study alternative retirement benefit plans (for example, social security and SDI) with the understanding that any recommendations for modifications as a result of this joint study group mutually agreed to will be implemented by a memorandum of understanding.

Note: MiraCosta College is currently reporting 528 hours as one year of STRS service credit for credit associate faculty.

ARTICLE 15. LEAVES OF ABSENCE

15.1 Sick Leave.

a. For LHE based assignments sick leave shall be accumulated at the rate of 1/3 day per LHE. For days of sick leave credited a day shall be defined as consisting of six (6) hours. For all faculty sick leave shall be reported and debited at the rate of either a full day or half day on any day for which the unit member is assigned duties as defined in the collective bargaining and associated workload agreements. Half days shall be reported and debited in circumstances where the employee is partially able to meet his or her assigned duties. ~~eighteen (18) hours of service~~

b. Sick leave may be accumulated from year to year until there is a break in service of eighteen (18) months or longer.

c. An employee may use the sick leave available to the employee for the semester in which the absence occurs prior to the actual accrual of that sick leave, provided that the employee reports the absence and submits the necessary paperwork to the Payroll Office within two (2) business days of the return from sick leave. It is further understood that the District will deduct from the employee's final salary payment the value of used unaccrued sick leave. In the event that the final salary payment is insufficient or the deduction authorized by this provision is not made, the employee will promptly reimburse the District for used, unaccrued sick leave within fifteen (15) business days of the termination of employment. If an employee has an amount payable from a previous term when he or she is hired for a subsequent term, the amount payable from that previous term will be deducted from the first salary payment of the subsequent term. If an employee has an amount payable from a Fall term, repayment must be made by a personal check from the employee and IRS regulations will require that a corrected W-2 be issued.

15.2 Bereavement Leave.

a. Unit members shall be granted three (3) work days of bereavement leave for the death of an immediate family member (five work days if out-of-state travel is required).

b. Leave is granted at full hourly pay for absence from the class or classes that the employee is scheduled to teach during the specified period of leave.

15.3 Personal Necessity Leave.

a. An employee may use up to sixty percent (60%) of the amount of sick leave earned within the current semester for personal necessity leave.

b. Personal necessity is defined as unavoidable in nature, beyond the employee's immediate control, and not solely for his/her personal convenience.

c. Personal necessity leave is limited to:

(1) Death of a member of the immediate family when additional leave is required beyond bereavement leave.

- (2) Serious illness of a member of the immediate family.
- (3) Accident involving the employee's person or property, or the person or property of his/her immediate family.
- (4) Unavoidable family commitments.
- (5) Emergency administration of estate problems relative to the immediate family.
- (6) Observation of a day of religious significance.
- (7) Appearance in court as a litigant, witness, party, or under subpoena.
- (8) Other personal emergency or necessity as approved in advance whenever possible by the President or designee.

d. Immediate family is defined as mother, mother-in-law, father, father-in-law, grandmother, grandfather, husband, wife, domestic partner, son, daughter, brother, sister, grandchild, or any relative living in the immediate household.

e. Catastrophic leave shall continue as currently provided in Administrative Procedure V.E-14.

ARTICLE 16. PROFESSIONAL GROWTH (FLEX)

This article shall be reopened during Spring Semester 2010. For Spring 2010 FLEX shall be as follows:

16.1 Unit members may voluntarily participate in any flex activities that are approved by the Professional Development Committee; provided, however, that the District may require first-year employees to use their flex time to participate in District-designated training activities before classes begin.

16.2 The maximum number of hours of flex activity for which unit members teaching lecture courses will be paid is equal to the number of contact hours taught per week in a semester (normed to a full semester length period.)

16.3 The maximum number of hours of flex activity for unit members who are counselors, librarians or lab instructors shall be based on contact hours per week not exceed a total of eight flex hours.

16.4 The maximum number of hours of flex activity for unit members who are cooperative work experience instructors shall be two (2) hours per semester.

16.5 Compensation for flex activities will be at two times the LHE hourly rate for Spring 2010 of the unit member for each hour of completed flex activity.

ARTICLE 17. ASSIGNED TIME

17.1 Associate faculty members of the Academic Senate Council shall receive a stipend in an amount equal to ~~six hours~~3.65 LHE per ~~month~~academic year exclusive of intersession terms, paid at the faculty member's respective rate of compensation per LHE based on their hourly rate during the academic year. In any month during which a member does not attend all scheduled meetings, the member's monthly compensation will be prorated to reflect any meeting(s) not attended. Associate faculty members appointed to serve as voting members of senate standing committees established to participate in the collegial governance structure of the College shall receive stipends in an amount equal to ~~one hour per month based on their hourly rate~~0.66 LHE per academic year, exclusive of intersession terms, paid at the member's respective rate of compensation per LHE. for attendance at regularly scheduled committee meetings.

17.2 Associate faculty members may accept non-teaching assignments. Any such assignments are voluntary on the part of the faculty member.

All non-teaching assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule. The amount of assigned LHE shall be determined by the mutual agreement of the unit member and the appropriate district administrator at the time of the assignment.

The workload unit for extra-contractual assignments shall be the equivalent of one (1) LHE of non-contractual assignment (33 total work hours), and the number of LHE assigned to the duty shall be determined by the total number of work hours required by the activity.

ARTICLE 18. GRIEVANCES

18.1 Definitions.

a. “Grievance” is defined as a claim that the District has violated a provision of this Agreement and that, by such violation, the grievant was harmed.

b. “Grievant” may be any unit member covered by the terms of this Agreement.

c. “Immediate supervisor” for grievance adjustment purposes is the dean having line supervisory authority over the grievant.

18.2 Informal Level. Prior to filing a written grievance, the grievant shall attempt to resolve the grievance through an informal conference with the unit member’s immediate supervisor.

18.3 Formal Level Procedures.

a. Level I.

(1) Grievant shall reduce his/her grievance to writing on a form provided by the District. The written grievance must be submitted to the immediate supervisor no later than twenty (20) days following the date upon which the grievant knew, or reasonably should have known, of the alleged violation. The grievance shall fully state the facts, shall specify the exact provision or provisions of the Agreement allegedly violated, and must offer a recommended remedy. The grievance form shall be signed and dated by the grievant.

(2) The immediate supervisor or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance. If the immediate supervisor does not respond in writing within the prescribed time period, the grievant may appeal to the next level.

(3) If the grievant desires, he/she may be assisted at Level I by an Association representative.

b. Level II.

(1) If the grievant is not satisfied with the decision at Level I, within ten (10) working days of completion of the Level I process, he/she may appeal the decision to the Director of Human Resources or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

(2) The Director of Human Resources or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the

grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

(3) If the grievant desires, he/she may be assisted at Level II by an Association representative.

c. Level III.

(1) If the grievant is not satisfied with the decision at Level II, within ten (10) working days of completion of the Level II process, he/she may appeal the decision to the College President or designee. The appeal shall be in writing and shall include the original grievance, copies of all pertinent appeals, and the reason for the continued appeal.

(2) The College President or designee shall provide the grievant with a written decision within ten (10) working days after receipt of the grievance. Within the period from the filing of the grievance until the written reply, either party may request a personal conference to discuss the grievance.

(3) If the grievant desires, an Association representative may assist him at Level III.

(4) The decision of the College President shall be final and binding.

d. Time Limits. If the unit member in accordance with the time limits set forth herein does not pursue the grievance, the grievance shall be considered settled on the basis of the last decision made. The time limits set forth in this Article may be extended by mutual agreement in writing between the parties.

e. Scheduling. Meetings between the grievant and the District, or hearings relative to the grievance shall be scheduled whenever possible during the regular business day and at hours that do not conflict with the unit member's teaching schedule. If this is not possible, the grievant shall be released without loss of pay.

ARTICLE 19. SCOPE OF AGREEMENT AND WAIVER CLAUSE

Each of the parties hereto agrees that it has had a full and unrestricted right to make, advance and discuss all matters properly within the scope of representation in accordance with state law. During the term of this Agreement, the parties expressly waive and relinquish the right to negotiate, bargain or meet and confer as provided by state law, and agree that they shall not be obligated to negotiate, bargain or meet and confer except by their mutual consent with respect to any subject or matter, whether referred to or covered by this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time of bargaining for or executing this Agreement, and even though subjects or matters may have been proposed and later withdrawn. The parties further understand that all rights not clearly and expressly limited by this Agreement are expressly reserved to the District even though they may not be enumerated.

ARTICLE 20. TERM OF AGREEMENT

This Agreement shall become effective upon approval by the Board of Trustees and shall cover the period of July 1, 2008 through June 30, 2011, subject to either party having the right to reopen Article 13 during each academic year of this contract. The parties shall begin negotiations on a successor agreement no later than three months prior to the expiration of this agreement.

EXHIBIT A

NONCONTRACTUAL FACULTY SALARY SCHEDULE PER LHE	2009-2010
---	------------------

- 1.010000 COLA
- 0.703125 Noncontractual Calendar Factor
- | | |
|----------|---------------|
| 0.707500 | Parity Factor |
|----------|---------------|
- 30.00 LHE per FTE
- 33.00 Work hours per LHE

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	\$1,123.76	\$1,165.29	\$1,206.89	\$1,248.49	\$1,290.10	\$1,331.72
2	\$1,184.80	\$1,226.42	\$1,267.99	\$1,309.55	\$1,351.15	\$1,392.76
3	\$1,245.87	\$1,287.46	\$1,329.03	\$1,370.62	\$1,412.21	\$1,453.83
4	\$1,306.91	\$1,348.53	\$1,390.12	\$1,431.69	\$1,473.30	\$1,514.92
5	\$1,368.00	\$1,409.59	\$1,451.18	\$1,492.75	\$1,534.34	\$1,575.96
6	\$1,429.04	\$1,470.63	\$1,512.21	\$1,553.82	\$1,595.44	\$1,637.04
7	\$1,490.11	\$1,531.72	\$1,573.27	\$1,614.86	\$1,656.41	\$1,698.03
8	\$1,551.17	\$1,592.79	\$1,634.37	\$1,675.98	\$1,717.55	\$1,759.15
9	\$1,612.25	\$1,653.83	\$1,695.38	\$1,736.98	\$1,778.61	\$1,820.23
10	\$1,673.29	\$1,714.90	\$1,756.47	\$1,798.07	\$1,839.64	\$1,881.26

EXHIBIT B

NONCONTRACTUAL FACULTY SALARY SCHEDULE PER WORK HOUR	2009-2010
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1.010000 COLA

0.703125 Noncontractual Calendar Factor

0.707500 Parity Factor

30.00 LHE per FTE

33.00 Work hours per LHE

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	DOC
1	\$34.05	\$35.31	\$36.57	\$37.83	\$39.09	\$40.36
2	\$35.90	\$37.16	\$38.42	\$39.68	\$40.94	\$42.20
3	\$37.75	\$39.01	\$40.27	\$41.53	\$42.79	\$44.06
4	\$39.60	\$40.86	\$42.12	\$43.38	\$44.65	\$45.91
5	\$41.45	\$42.71	\$43.98	\$45.23	\$46.50	\$47.76
6	\$43.30	\$44.56	\$45.82	\$47.09	\$48.35	\$49.61
7	\$45.15	\$46.42	\$47.67	\$48.94	\$50.19	\$51.46
8	\$47.01	\$48.27	\$49.53	\$50.79	\$52.05	\$53.31
9	\$48.86	\$50.12	\$51.38	\$52.64	\$53.90	\$55.16
10	\$50.71	\$51.97	\$53.23	\$54.49	\$55.75	\$57.01

EXHIBIT C

ADMINISTRATIVE PROCEDURES FOR IMPLEMENTATION OF SECTIONS 8-14, BOARD POLICY V.B.

CONTENTS

- 1.0 Uniform Workload Measures
- 2.0 Uniform Weekly Workloads
- 3.0 Workload Factors
- 4.0 Reassigned Duties
- 5.0 Responsibility Factor
- 6.0 Load Balancing
- 7.0 Extended Contracts
- 8.0 Non-Contractual Assignments: General Provisions
- 9.0 Non-Contractual Assignments: Full-Time Faculty Overload
- 10.0 Non-Contractual Assignments: Intersession (Summer)
- 11.0 Non-Contractual Assignments: Non-Teaching (Administrative/Governance) Duties
- 12.0 District Workload Review Committee
- 13.0 Appendices
 - 13.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES
 - 13.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY
 - 13.3 STANDARDS FOR NON-CREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY
 - 13.4 CTE LEAD INSTRUCTOR REASSIGNED WORKLOAD DUTIES

1.0

UNIFORM WORKLOAD MEASURES

Workloads and workload equivalencies shall be common for each full-time faculty appointment, as denoted in the tables below:

1. See Section 7.0 for contracts extending beyond 176 days
2. See Section 6.0 for load balancing between semesters
3. In some years Instructional days may total 166. On those years all-college day is included in the 10 flex days

FULL-TIME CONTRACTUAL WORKLOADS (ANNUAL FTE)

DAYS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Calendar Days	92.0	91.0	183.0
Holidays	(4.0)	(3.0)	(7.0)
Contractual Days	88.0	88.0	176.0
Flex	(5.0)	(5.0)	(10.0)
All-College Day	(1.0)	0.0	(1.0)
Instructional Days, Including Final Exams	82.0	83.0	165.0
WEEKS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Calendar Weeks	18.4	18.2	36.6
Holidays	(0.8)	(0.6)	(1.4)
Contractual Weeks	17.6	17.6	35.2
Flex	(1.0)	(1.0)	(2.0)
All-College Day	(0.2)	0.0	(0.2)
Instructional Weeks, Including Final Exams	16.4	16.6	33.0
HOURS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Calendar Hours	736.0	728.0	1464.0
Holidays	(32.0)	(24.0)	(56.0)
Contractual Work Hours: Total	704.0	704.0	1408.0
Flex Obligation (Approved Activities)	(25.0)	(25.0)	(50.0)
Flex Obligation (Other Duties)	(15.0)	(15.0)	(30.0)
All-College Day	(8.0)	0.0	(8.0)
Contractual Instructional Hours	656.0	664.0	1320.0
Student Engagement (Office) Obligation	(82.0)	(83.0)	(165.0)
Institutional (Governance) Obligation	(82.0)	(83.0)	(165.0)
Class Contact and Preparation, Including Final Exams	492.0	498.0	990.0

FULL-TIME NON-CONTRACTUAL WORKLOADS (PART-TIME, OVERLOAD AND SUMMER)

ANNUAL WORK HOURS PER FTE (LHE-DERIVED)		
LHE per Week per FTE		15.0
Class Contact and Preparation Hours per LHE	x	2.0
Instructional Weeks per Term (Normative)	x	16.5
Number of Terms (Normative)	x	2.0
Annual work hours per FTE	=	990.0
<i>Non-Contractual to Contractual Calendar Parity</i>		70.313%

ANNUALIZED FACULTY WORKLOADS

<i>LHE per FTE</i>	30.00
<i>Contractual Weeks</i>	35.2
<i>Contractual Days</i>	176
<i>Instructional Weeks</i>	33.0
<i>Instructional Days</i>	165

**CONTRACTUAL FACULTY WORKLOADS
FULL CONTRACTUAL CALENDAR (176 DAY)**

	<i>Per FTE Per</i>	<i>Per LHE Per</i>	<i>Per Week</i>	<i>Per Day Per</i>	<i>Per LHE Per</i>
	<i>Year</i>	<i>Semester</i>	<i>Per FTE</i>	<i>FTE</i>	<i>Week</i>
Class Contact, Preparation, Finals Week	990.0	33.000	28.125	5.625	1.875
Flex Activities, Scheduled	50.0	1.667	1.420	0.284	0.095
Flex Activities, Unscheduled	30.0	1.000	0.852	0.170	0.057
Student Engagement (Office)	165.0	5.500	4.688	0.938	0.313
Collegial Governance	165.0	5.500	4.688	0.938	0.313
All-College Day Activities	8.0	0.267	0.227	0.045	0.015
TOTAL	1408.0	46.933	40.000	8.000	2.667

**CONTRACTUAL FACULTY WORKLOADS
REGULAR INSTRUCTIONAL CALENDAR (165 DAY)**

	<i>Per FTE Per</i>	<i>Per LHE Per</i>	<i>Per Week</i>	<i>Per Day Per</i>	<i>Per LHE Per</i>
	<i>Year</i>	<i>Semester</i>	<i>Per FTE</i>	<i>FTE</i>	<i>Week</i>
Class Contact, Preparation, Finals Week	990.0	33.000	30.000	6.000	2.000
Flex Activities, Scheduled	0.0	0.000	0.000	0.000	0.000
Flex Activities, Unscheduled	0.0	0.000	0.000	0.000	0.000
Student Engagement (Office)	165.0	5.500	5.000	1.000	0.333
Collegial Governance	165.0	5.500	5.000	1.000	0.333
All-College Day Activities	0.0	0.000	0.000	0.000	0.000
TOTAL	1320.0	44.000	40.000	8.000	2.667

**PART-TIME, OVERLOAD, SUMMER FACULTY WORKLOADS
REGULAR INSTRUCTIONAL CALENDAR (165 DAY)**

	<i>Per FTE Per</i>	<i>Per LHE Per</i>	<i>Per Week</i>	<i>Per Day Per</i>	<i>Per LHE Per</i>
	<i>Year</i>	<i>Semester</i>	<i>Per FTE</i>	<i>FTE</i>	<i>Week</i>
Class Contact, Preparation, Finals Week	990.0	33.000	30.000	6.000	2.000
Flex Activities, Scheduled	0.0	0.000	0.000	0.000	0.000
Flex Activities, Unscheduled	0.0	0.000	0.000	0.000	0.000
Student Engagement (Office)	0.0	0.000	0.000	0.000	0.000
Collegial Governance	0.0	0.000	0.000	0.000	0.000
All-College Day Activities	0.0	0.000	0.000	0.000	0.000
TOTAL	990.0	33.000	30.000	6.000	2.000

Non-contractual parity relative to full contractual duties 70.313%

2.0

UNIFORM WEEKLY WORKLOADS

The uniform 40-hour workweek for each 1.00 FTE faculty appointment shall be distributed among common duties as denoted in the following tables:

CONTRACTUAL FACULTY WORKLOADS															
ANNUAL															
	<i>FTE</i>	=	<i>LHE</i>	=	<i>Weekly Hours</i>	X	<i>Weeks</i>	=	<i>Annual Hours</i>						
Per FTE	1.000		30.00		40.00		35.20		1408						
Per LHE	0.0333		1.00		2.67		17.60		46.93						
↓															
WEEKLY															
	<i>Contact</i>	+	<i>Preparation</i>	=	<i>Total</i>	+	<i>Student</i>	+	<i>Governance</i>	+	<i>Total</i>	=	<i>LHE</i>		
Per LHE	<i>From</i>		0.50		1.50		2.00		0.33		0.33		2.67	=	1.00
	<i>To</i>		2.00		0.00		2.00		0.33		0.33		2.67	=	1.00
Per FTE	<i>From</i>		7.50		22.50		30.00		5.00		5.00		40.00	=	15.00
	<i>To</i>		30.00		0.00		30.00		5.00		5.00		40.00	=	15.00
↑															
<p>THE SUM OF CONTACT + PREP HOURS MUST ALWAYS = 2.00 per LHE, 30.00 per FTE. See workload table for range.</p>															

NON-CONTRACTUAL FACULTY WORKLOADS															
ANNUAL															
	<i>FTE</i>	=	<i>LHE</i>	=	<i>Weekly Hours</i>	X	<i>Weeks</i>	=	<i>Annual Hours</i>						
Per FTE	1.000		30.00		30.00		33.00		990						
Per LHE	0.0333		1.00		2.00		16.50		33.00						
↓															
WEEKLY															
	<i>Contact</i>	+	<i>Preparation</i>	=	<i>Total</i>	+	<i>Student</i>	+	<i>Governance</i>	+	<i>Total</i>	=	<i>LHE</i>		
Per LHE	<i>From</i>		0.50		1.50		2.00		0.00		0.00		2.00	=	1.00
	<i>To</i>		2.00		0.00		2.00		0.00		0.00		2.00	=	1.00
Per FTE	<i>From</i>		7.50		22.50		30.00		0.00		0.00		30.00	=	15.00
	<i>To</i>		30.00		0.00		30.00		0.00		0.00		30.00	=	15.00
↑															
<p>Associate Faculty are compensated by stipend for allowable flex, student (office), and governance hours. This provision does not apply to full-time faculty assigned on a non-contractual (summer/overload) basis.</p>															

2.1

Definitions

Contact Hours

Scheduled class lecture or laboratory hours or the equivalent, including scheduled counseling and library hours, and administrative or governance duties assumed by virtue of reassignment.

Preparation Hours

Hours directly associated with assigned contact hours and necessary for affiliated lecture or laboratory class preparation, student evaluation, or the equivalent.

Student Hours

Hours engaged in direct student interaction in addition to contact hours, including office hours, advisory activities, presentations, or the equivalent.

Governance Hours

Hours engaged in institutional administration, governance, and development via committee or departmental work, curriculum development, faculty meetings, or the equivalent, in addition to any such duties assumed by virtue of reassignment.

2.2

Weekly Workload Regulations, By Class

Classroom Faculty Workloads

For both credit and non-credit faculty, at least two (2) of the five (5) required weekly student hours must be scheduled office hours. Non-credit faculty may substitute three (3) of the required five (5) weekly student hours for additional preparation, grading, and evaluation hours.

Counseling Workloads

No fewer than 31 of the 40 weekly work hours and no fewer than six (6) of the ten (10) preparation and student hours shall be worked on campus. Counselors may substitute five (5) of the required five (5) weekly student hours for additional preparation, grading, and evaluation hours. Counselors assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly.

Librarian Workloads

Librarians not assigned in whole or in part to other duties (classroom instruction, reassignment, etc.) will be assigned 30 weekly contact hours of librarian duties. Normal librarian duties include reference services, technical services, collection development, orientation, electronic resource development, display coordination, SEC/CCC site duties, and comparable professional tasks. Of such duties, no more than fifteen (15) weekly contact hours may be assigned to reference services. Librarians may be assigned as instructors of record to scheduled class sections. In such cases, the portion of the workload associated with classroom teaching is computed according to standards defined for that teaching assignment, and the balance of librarian duties is adjusted accordingly. Any such adjustment shall not limit the maximum assignment to reference services as defined above unless the balance of librarian duties falls below 15 weekly contact hours. Librarians shall be governed by the same provisions as classroom faculty with respect to the contractual obligation of five (5) weekly student hours.

3.0

UNIFORM WORKLOAD FACTORS

Minimum workloads for the preponderance of faculty assignments include one weekly work hour of preparation and evaluation for each associated weekly work hour of direct student contact (i.e., class hour). However, assignments made to faculty may require a relatively greater or lesser number of weekly contact hours relative to weekly preparation and evaluation hours associated with those contact hours.

3.1

Discipline Factors

Variations from the norm occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture and laboratory). Workload adjustments for such variations are effected by means of discipline factors attached to the assignment.

3.2

Performance Factors

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Workload adjustments for these variations are effected by means of performance factors attached to the assignment.

3.3

Table of Discipline and Performance Factors

The tables in this section (below) specify all workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned.

3.4

Applicability of Workload Factors

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this agreement, including contractual assignments, overload and summer assignments, and assignments made to non-credit associate faculty.

3.6

TABLE OF DISCIPLINE FACTORS

	PER FTE FACULTY (SEMESTER)							PER LECTURE HOUR EQUIVALENT							PER FACULTY CONTACT HOUR						
	HOURS PER WEEK							HOURS PER WEEK							HOURS PER WEEK						
	FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS	FTE	LHE	WFCH	PREP	STU	GOV	HRS
17	1.00	15.00	15.00	15.00	5.00	5.00	40.00	0.0667	1.00	1.00	1.00	0.33	0.33	2.67	0.0667	1.000	1.00	1.000	0.33	0.33	2.67
	ALL OTHER ASSIGNMENTS																				
16	1.00	15.00	16.00	14.00	5.00	5.00	40.00	0.0667	1.00	1.07	0.93	0.33	0.33	2.67	0.0625	0.938	1.00	0.875	0.31	0.31	2.50
15	1.00	15.00	17.00	13.00	5.00	5.00	40.00	0.0667	1.00	1.13	0.87	0.33	0.33	2.67	0.0588	0.882	1.00	0.765	0.29	0.29	2.35
14	1.00	15.00	18.00	12.00	5.00	5.00	40.00	0.0667	1.00	1.20	0.80	0.33	0.33	2.67	0.0556	0.833	1.00	0.667	0.28	0.28	2.22
	ART (LAB ONLY)																				
	DNCE (LAB ONLY)																				
	HSAGT (LEC+LAB)																				
	HSECN (LEC+LAB)																				
	HSENG (LEC+LAB)																				
	HSIFA (LEC+LAB)																				
	HSMTH (LEC+LAB)																				
	HSSCI (LEC+LAB)																				
	HSUSH (LEC+LAB)																				
	HSWFP (LEC+LAB)																				
	HSWHG (LEC+LAB)																				
	NCABE (LEC+LAB)																				
	NCESL (LEC+LAB)																				
	NCWFP (LEC+LAB)																				
	NVOC (LEC+LAB)																				
13	1.00	15.00	19.00	11.00	5.00	5.00	40.00	0.0667	1.00	1.27	0.73	0.33	0.33	2.67	0.0526	0.789	1.00	0.579	0.26	0.26	2.11
12	1.00	15.00	20.00	10.00	5.00	5.00	40.00	0.0667	1.00	1.33	0.67	0.33	0.33	2.67	0.0500	0.750	1.00	0.500	0.25	0.25	2.00
	AUTO (LAB ONLY)																				
	HORT (LAB ONLY)																				
	MAT (LAB ONLY)																				
	REST (LAB ONLY)																				
	TOUR (LAB ONLY)																				
	KINE 145 (LAB ONLY)																				
	KINE 147 (LAB ONLY)																				
	KINE 149 (LAB ONLY)																				
	KINE 203 (LAB ONLY)																				
11	1.00	15.00	21.00	9.00	5.00	5.00	40.00	0.0667	1.00	1.40	0.60	0.33	0.33	2.67	0.0476	0.714	1.00	0.429	0.24	0.24	1.90
10	1.00	15.00	22.00	8.00	5.00	5.00	40.00	0.0667	1.00	1.47	0.53	0.33	0.33	2.67	0.0455	0.682	1.00	0.364	0.23	0.23	1.82
	HEAL (LAB ONLY)																				
	KINE (LAB ONLY)																				
9	1.00	15.00	23.00	7.00	5.00	5.00	40.00	0.0667	1.00	1.53	0.47	0.33	0.33	2.67	0.0435	0.652	1.00	0.304	0.22	0.22	1.74
8	1.00	15.00	24.00	6.00	5.00	5.00	40.00	0.0667	1.00	1.60	0.40	0.33	0.33	2.67	0.0417	0.625	1.00	0.250	0.21	0.21	1.67
	NCCON (LEC+LAB)																				
	NCHLT (LEC+LAB)																				
	NCPAR (LEC+LAB)																				
	NCSPC (LEC+LAB)																				
	NCART (LEC+LAB)																				
	NCHAS (LEC+LAB)																				
	NCMUS (LEC+LAB)																				
	NCPSY (LEC+LAB)																				
	NCWRT (LEC+LAB)																				
7	1.00	15.00	25.00	5.00	5.00	5.00	40.00	0.0667	1.00	1.67	0.33	0.33	0.33	2.67	0.0400	0.600	1.00	0.200	0.20	0.20	1.60
	COUNSELING HOURS																				
6	1.00	15.00	26.00	4.00	5.00	5.00	40.00	0.0667	1.00	1.73	0.27	0.33	0.33	2.67	0.0385	0.577	1.00	0.154	0.19	0.19	1.54
5	1.00	15.00	27.00	3.00	5.00	5.00	40.00	0.0667	1.00	1.80	0.20	0.33	0.33	2.67	0.0370	0.556	1.00	0.111	0.19	0.19	1.48
4	1.00	15.00	28.00	2.00	5.00	5.00	40.00	0.0667	1.00	1.87	0.13	0.33	0.33	2.67	0.0357	0.536	1.00	0.071	0.18	0.18	1.43
3	1.00	15.00	29.00	1.00	5.00	5.00	40.00	0.0667	1.00	1.93	0.07	0.33	0.33	2.67	0.0345	0.517	1.00	0.034	0.17	0.17	1.38
2	1.00	15.00	30.00	0.00	5.00	5.00	40.00	0.0667	1.00	2.00	0.00	0.33	0.33	2.67	0.0333	0.500	1.00	0.000	0.17	0.17	1.33
	LIBRARY HOURS																				
1	1.00	15.00	40.00	0.00	0.00	0.00	40.00	0.0667	1.00	2.67	0.00	0.00	0.00	2.67	0.0250	0.375	1.00	0.000	0.00	0.00	1.00
	REASSIGNED DUTIES (CONTRACTUAL)																				
	LEAVES (CONTRACTUAL)																				

DISCIPLINE FACTORS

4.0

REASSIGNED DUTIES

Contractual faculty may be assigned, on a temporary or permanent basis, in whole or in part, to administrative, coordinative, directorial, governance, or other comparable duties in lieu of normal assignments to classroom, counseling, or librarian duties. Any such assignment is a “reassignment” and may be made only within the bounds of the 176-day annual contractual calendar, unless the faculty member is appointed to an extended contract (see below), in which case the bounds of the reassignment extend to the length of the contract period in days.

Reassigned duties extend either through a complete fall or spring semester, or through both fall and spring semesters, or through the full length of an extended contract. Reassigned duties must be wholly included within base contractual workloads and may not be designated as overload, whether paid or banked, or as intersession assignments (see Section 11.0 for intersession assignments of comparable duties).

4.1

Reassigned Workload Credits

Workload credits for reassigned duties are as follows, based on a uniform contractual workweek of 40 hours per week, 8 hours per day:

AMOUNT		ASSIGNED WORK HOURS							
FTE	LHE	PER WEEK	PER DAY	PER YEAR					
				<i>By Contract Period in Days</i>					
				176	182	195	199	203	212
1.000	30.00	40.00	8.00	1408	1456	1560	1592	1624	1696
0.967	29.00	38.67	7.73	1361	1407	1508	1539	1570	1639
0.933	28.00	37.33	7.47	1314	1359	1456	1486	1516	1583
0.900	27.00	36.00	7.20	1267	1310	1404	1433	1462	1526
0.867	26.00	34.67	6.93	1220	1262	1352	1380	1407	1470
0.833	25.00	33.33	6.67	1173	1213	1300	1327	1353	1413
0.800	24.00	32.00	6.40	1126	1165	1248	1274	1299	1357
0.767	23.00	30.67	6.13	1079	1116	1196	1221	1245	1300
0.733	22.00	29.33	5.87	1033	1068	1144	1167	1191	1244
0.700	21.00	28.00	5.60	986	1019	1092	1114	1137	1187
0.667	20.00	26.67	5.33	939	971	1040	1061	1083	1131
0.633	19.00	25.33	5.07	892	922	988	1008	1029	1074
0.600	18.00	24.00	4.80	845	874	936	955	974	1018
0.567	17.00	22.67	4.53	798	825	884	902	920	961
0.533	16.00	21.33	4.27	751	777	832	849	866	905
0.500	15.00	20.00	4.00	704	728	780	796	812	848
0.467	14.00	18.67	3.73	657	679	728	743	758	791
0.433	13.00	17.33	3.47	610	631	676	690	704	735
0.400	12.00	16.00	3.20	563	582	624	637	650	678
0.367	11.00	14.67	2.93	516	534	572	584	595	622
0.333	10.00	13.33	2.67	469	485	520	531	541	565
0.300	9.00	12.00	2.40	422	437	468	478	487	509
0.267	8.00	10.67	2.13	375	388	416	425	433	452
0.233	7.00	9.33	1.87	329	340	364	371	379	396
0.200	6.00	8.00	1.60	282	291	312	318	325	339
0.167	5.00	6.67	1.33	235	243	260	265	271	283
0.133	4.00	5.33	1.07	188	194	208	212	217	226
0.100	3.00	4.00	0.80	141	146	156	159	162	170
0.067	2.00	2.67	0.53	94	97	104	106	108	113
0.033	1.00	1.33	0.27	47	49	52	53	54	57

4.2

Standing Reassignments

Standing reassignments are as follows:

<i>Title</i>	<i>Duties</i>	<i>FTE</i>	<i>Days</i>
Faculty Director	Transfer Center	1.0000	195
Faculty Director	Writing Center	1.0000	195
Faculty Director	Disabled Students Programs & Services	1.0000	203
Faculty Director	Career Studies & Services	1.0000	212
Faculty Director	Retention Services	1.0000	195
Faculty Director	EOPS	1.0000	195
Lead Instructor	Accounting	0.1000	176
Lead Instructor	Administration of Justice	0.1000	176
Lead Instructor	Surgical Technology	0.2000	176
Lead Instructor	Automotive Technology	0.1000	176
Lead Instructor	Biotechnology	0.1000	176
Lead Instructor	Business	0.1000	176
Lead Instructor	Business Office Technology	0.1000	176
Lead Instructor	Certified Nursing Assistant	0.2000	176
Lead Instructor	Child Development	0.1000	176
Lead Instructor	Cisco (Non-Credit)	0.1000	176
Lead Instructor	Computer Applications Program	0.1000	176
Lead Instructor	Media Arts Technology (Digital Graphics)	0.1000	176
Lead Instructor	Media Arts Technology (Multimedia Production)	0.1000	176
Lead Instructor	Drafting	0.1000	176
Lead Instructor	Horticulture	0.2000	176
Lead Instructor	Hospitality/Restaurant/Tourism	0.2000	176
Lead Instructor	Licensed Vocational Nurse Surgical	0.2000	176
Lead Instructor	Registered Nursing Program, Assistant Program Lead	0.1000	176
Lead Instructor	Music Technology	0.1000	176
Lead Instructor	Networking	0.1000	176
Lead Instructor	Real Estate	0.1000	176
Coordinator	Math Learning Center	0.2000	176
Coordinator	International Languages Resource Center (Oceanside)	0.2000	176
Coordinator	International Languages Resource Center (San Elijo)	0.1000	176
Coordinator	Noncredit ESL [ends Spring 2009]	0.3330	176
Coordinator	Adult High School Diploma [ends Spring 2009]	0.3330	176
Coordinator	Cisco [ends Spring 2009]	0.3330	176
Department Chair	[Varies: see below]		
Assistant Chair	[Varies: see below]		
Program Lead	[Varies: see below]		
Academic Senate	[Varies: see below]		
Other	[Varies: see below]		

4.3

Department Chairs, Assistant Chairs, and Program Leads Reassignments

The amount of FTE reassigned for departmental administrative responsibilities will be determined prior to February 28th of each year in accordance with the procedures specified in Administrative Procedure V.B-14.

Each department shall determine how to allocate responsibilities among department chairs, assistant chairs, and program leads and distribute reassigned FTE in accordance with those assigned responsibilities, subject to the workload measures specified previously in section 4.1. Notwithstanding the above, in making these determinations:

- (1) no department shall assign duties nor reassigned FTE of less than .20 FTE (8 hours per week) nor more than .60 FTE (24 hours per week) to the department chair, except when the department requests and the

Vice President of Instructional Services authorizes that the upper limit be raised to .667 FTE (27 hours per week); and further

- (2) no department shall assign duties nor reassigned FTE of more than .60 FTE (24 hours per week) to any assistant chair and/or program lead.
- (3) Exceptions to these provisions may be granted by application to the Vice President of Instructional Services.

4.4

Academic Senate

The total amount of contractual FTE/LHE reassigned for Academic Senate responsibilities shall be determined annually by the College President in consultation with and upon the recommendation of the Academic Senate President and the Vice President of Instruction. Such determination shall be made prior to the end of each Spring semester and be effective for the calendar year commencing at the end of that semester.

The amount of FTE/LHE reassigned for Academic Senate duties shall be made in full accordance and full compliance with the workload measures specified in the table of values in section 4.1 above.

The Academic Senate shall distribute these workload credits as it deems appropriate, subject to the review of the Vice President of Instruction, and subject to the condition that any such distribution is in full accordance and full compliance with the workload measures specified section 4.1 above.

The workload for any non-contractual Academic Senate duties that fall external to the contractual year (i.e., intersession responsibilities) or are assigned to part-time faculty shall be determined in accordance with the provisions of Section 11, below.

4.5

Other Reassignments (Governance, Special Projects, etc.)

The amount of FTE reassigned will be determined by an evaluation of the total or weekly workload required as per the table of values in section 4.1 above, approved by the College President or the appropriate vice president.

4.5

Duties and Weekly Work Schedules for Reassigned Faculty

Appropriate duties and weekly work schedules are determined by the college administration in concert with the faculty member reassigned, consistent with the number of weekly hours assigned to such duties, and in accordance with the relevant workload tables.

5.0

RESPONSIBILITY FACTOR

Faculty assigned to the following duties shall be compensated an additional 4% of base salary in recognition of the additional responsibilities associated with these assignments. This factor does not apply to any overload, summer, or stipend-based assignments assumed in addition to the contractual duties.

<i>Title</i>	<i>Duties</i>
Faculty Director	Transfer Programs
Faculty Director	Writing Center
Faculty Director	Disabled Students Programs and Services
Faculty Director	Career Studies and Services
Faculty Director	Retention Services
Faculty Director	EOPS

6.0

LOAD BALANCING

The normal expectation is that in any academic year full-time contractual workloads will be split evenly between fall and spring semesters (15.00 contractual LHE each semester). However, faculty whose contractual workload in the fall semester exceeds 15.00 LHE may credit any portion of the excess amount to his or her spring workload obligation, but any such credit shall not exceed 3.00 LHE. Faculty may be assigned fewer than 15.00 contractual LHE in the fall semester only with the permission of the appropriate Vice President.

7.0

EXTENDED CONTRACTS

Faculty contracts in excess of 176 days are extended contracts. Contractual workload duties and associated compensation (base salary) will be extended on a pro-rata basis for each contractual day beyond 176, in accordance with the values in the following table, each additional contractual day equivalent to eight hours of assigned work.

7.1

Contract Days and Workload/Salary Factor

Days	Factor	Days	Factor	Days	Factor
176	1.0000	188	1.0682	200	1.1364
177	1.0057	189	1.0739	201	1.1420
178	1.0114	190	1.0795	202	1.1477
179	1.0170	191	1.0852	203	1.1534
180	1.0227	192	1.0909	204	1.1591
181	1.0284	193	1.0966	205	1.1648
182	1.0341	194	1.1023	206	1.1705
183	1.0398	195	1.1080	207	1.1761
184	1.0455	196	1.1136	208	1.1818
185	1.0511	197	1.1193	209	1.1875
186	1.0568	198	1.1250	210	1.1932
187	1.0625	199	1.1307	211	1.1989
				212	1.2045

7.2

Extended Appointments

Extended contracts shall be limited to the following positions:

DAYS	POSITION
195	Librarians
	Counselors (including Transfer Coordinator, Career Counselor)
	Faculty Director, Transfer Programs
	Faculty Director, Writing Center
	Faculty Director, Retention Services
199	Faculty Director, EOPS
	Learning Disabilities Specialist
203	Faculty Director, Disabled Student Programs & Services
	Learning Disabilities Specialist/Counselor
212	Faculty Director, Career Studies & Services

Faculty members in grant or categorically funded, non-tenure track positions whose assignments extend beyond 176 days will receive a workload and base salary factor reflecting the number of contractual days.

7.3

Extended Contracts: Overload, and Intersession Assignments

Any assignments made beyond contractual minimums but within the bounds of the contractual calendar for faculty on extended contracts shall be non-contractual overload assignments as defined in Section 11 below, including substitute teaching/counseling/library services. Any such assignment shall not extend beyond the bounds of the regular contract period or extensions thereof.

Any assignments made outside the bounds of the contract period to faculty on extended contracts shall be non-contractual intersession or non-contractual, non-teaching assignments, as defined in Sections 9 and 11 below. Such additional services must be approved in advance by the appropriate administrator or designee.

8.0

NON-CONTRACTUAL ASSIGNMENTS: GENERAL PROVISIONS

Any assignments of any kind made (1) to associate faculty, or (2) to contractual faculty in excess of contractual minimums, are non-contractual assignments with workloads determined and compensated in accordance with the standards for non-contractual LHE (FTE), as defined in previous sections of this agreement.

All non-contractual assignments are voluntary on the part of the faculty member.

The district has no obligation to extend or to guarantee non-contractual assignments to any faculty member except as may be provided within the terms of any agreement specifically addressing assignment seniority and negotiated jointly between the district and all parties of interest.

Non-contractual assignments are limited as follows:

1. Contractual Faculty:
 - a. OVERLOAD ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the beginning and ending dates of the annual contractual calendar or extensions thereof, and in excess of contractual minimums.
 - b. INTERSESSION ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the confines of the calendar approved for any intersession term .
 - c. NON-CONTRACTUAL, NON-TEACHING ASSIGNMENTS: Administrative, coordinative, directorial, governance, or project-specific duties that fall external to the beginning and ending dates of the annual contractual calendar or extensions thereof
2. Associate Faculty:
 - a. REGULAR ASSIGNMENTS: Regular classroom, counseling, or library assignments that fall within the beginning and ending dates of any academic term (regular or intersession);
 - b. NON-CONTRACTUAL, NON-TEACHING ASSIGNMENTS: Administrative, coordinative, directorial, governance, or project-specific duties assigned at any time in the calendar year.

9.0

NON-CONTRACTUAL ASSIGNMENTS: FULL-TIME FACULTY OVERLOAD

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty in excess of 30.00 LHE annually but falling within the bounds of the contractual calendar or any extensions thereof shall be treated as non-contractual overload assignments.

Any such assignments are voluntary on the part of the faculty member, except in such cases when a contractual assignment cannot be confined within the bounds of 15.0 LHE per semester.

Overload assignments shall not exceed 8.00 LHE per semester (.533 FTE) {Policy V.C.4}.

Faculty may designate which assignments or portions of assignments in excess of 15.0 LHE made in the fall or spring semester are to be credited as overload, if such excess hours are not applied to load balancing, and may further designate which assignments or portions of designated overload assignments are to be banked and/or compensated at the prevailing overload rates of compensation.

Overload assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

10.0

NON-CONTRACTUAL ASSIGNMENTS: INTERSESSIONS

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) or associate faculty where the work hours for that assignment fall outside the start or end dates of the annual contractual calendar or any extensions thereof, but within the start and end dates of the calendar for any authorized intersession term shall be treated as non-contractual intersession assignments.

Unless otherwise modified by a change in the academic calendar, the summer term comprises the sole intersession term at the college.

Any such assignments are voluntary on the part of the faculty member.

Summer assignments shall not exceed 9.00 LHE (60% FTE); however, the appropriate Vice President may authorize a summer assignment not to exceed 10.00 LHE (67% FTE) (Policy V.C.5).

Summer assignments may not be banked (Policy V.C.8.2).

Summer assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

11.0

NON-CONTRACTUAL ASSIGNMENTS: NON-TEACHING (ADMINISTRATIVE) DUTIES

Faculty may be assigned on a non-contractual basis to administrative, coordinative, directorial, governance, project-specific, or other comparable non-teaching duties.

If such assignments are made to contractual faculty, the entire term of that assignment must fall outside the normal contractual calendar or any extensions thereof. (Any portion that may fall within the bounds of the contractual calendar must be treated as a reassignment of contractual duties, as per the provisions of Section 4.0 above.)

An assignment of this nature may be made to part-time faculty at any time during the calendar year.

Duty days and weekly work schedules will be assigned by the supervising administrator, consistent with the appropriate workload tables as contained in this agreement.

Any such assignments are voluntary on the part of the faculty member.

All non-contractual, non-teaching assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

The workload unit for extra-contractual assignments shall be the equivalent of 1 LHE of non-contractual assignment (33 total work hours), and the number LHE assigned to the duty shall be determined by the total number of work hours required by the activity.

11.1

Standing non-contractual, non-teaching assignments

<i>Duty</i>	<i>Units (LHE)</i>	<i>Total Hours</i>
Kruglak Art Gallery Manager	3.65	120
Math Learning Center Coordinator (intersession)	1.45	48
International Language Resource Center Coordinator (intersession)	1.45	48

11.2

Academic Senate, intersession duties and assignments to part-time faculty

The total amount of any non-contractual LHE assigned for Academic Senate responsibilities (intersession assignment for full-time faculty, or any assignments made to part-time faculty) shall be determined annually by the College President in consultation with and upon the recommendation of the Academic Senate President and the Vice President of Instruction. Such determination shall be made prior to the end of each Spring semester and be effective for the calendar year commencing at the end of that semester.

The Academic Senate shall distribute these non-contractual workload credits as it deems appropriate, subject to the review of the Vice President of Instruction, and subject to the condition that any such distribution is in full accordance and full compliance with the workload measures specified herein (i.e., 33 work hours per non-contractual LHE)

12.0

DISTRICT WORKLOAD REVIEW COMMITTEE

A District Load Review Committee shall be established. The Load Review Committee shall be co-chaired by the Vice President, Instructional Services and the chair of the Academic Senate's Load Committee.

The Load Review Committee shall be composed the Vice President of Business and Administrative Services, one Instructional Dean appointed by the Superintendent/President, and three faculty members currently serving on the Load Committee and appointed by the Academic Senate President.

The District Load Review Committee shall be responsible for addressing any workload issues that would require a revision of this policy such as changing the designation of type of laboratory hour, rating new courses or programs with parameters not addressed in this policy, or re-rating existing courses or programs.

When a review of workload is required it should follow the steps outlined below:

1. The Courses and Programs Committee or Department initiates request to the Academic Senate's Load Committee for review.
2. The Academic Senate's Load Committee reviews the request and makes a recommendation to the Academic Senate Council.
3. The Academic Senate Council reviews the request and forwards the recommendation to the District Load Review Committee.
4. District Load Review Committee reviews the request and forwards to the Superintendent/President.
5. If the District Load Review Committee recommends a change to this policy, and the Superintendent/President approves the change, it will be forwarded to the Board of Trustees for their consideration and action.
6. If the Superintendent/President does not approve the recommendation of the District Load Review Committee, a written explanation will be provided to the Committee.

13.0
APPENDICES

13.1
STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
- c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in non-laboratory classes.
- d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

- g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:

- Forty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.8333 LHE per classroom contact hour

Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

Criteria for determining a creative skills laboratory are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
- c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
- d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation

- Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.7500 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:

The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

- a) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.

- b) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
- c) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
- d) Compliance with the four criteria above is documented in the course outline of record.
- e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses

- Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.6818 LHE per classroom contact hour

Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

Criteria for determining an activity skills laboratory course are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
- b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
- c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
- d) Compliance with the three criteria above is documented in the course outline of record.
- e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

13.2

STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical:

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student choreographers. Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show – Same Year:

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the "actor's hotline" and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into "beats. "

Production Activities:

- Work with Admissions and Records to set a dynamic lass date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Edit multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study and program all new
- literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.
- Arrange for transportation, lodging, meals, etc.

- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- ensure that each student has the correct size, distribute,
- collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to
- focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

13.3

STANDARDS FOR NON-CREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

13.4

CTE LEAD INSTRUCTOR REASSIGNED WORKLOAD DUTIES

Career Preparation and Workforce Development

- Develop and revise membership of advisory committees.
- Plan for and conduct advisory committees meetings.
- Implement advisory committee recommendations and workforce training needs.
- Provide industry contacts and liaison with employers (workforce skills).
- Advise students with respect to career ladders based on their professional history.
- Update counselors on employment trends, emerging opportunities, and curriculum changes.
- Accept and disseminate job postings from local employers.
- Provide job referrals/matches.
- Procure educational training sites, placement and supervision of students, contract maintenance, and evaluation of sites.
- Provide information regarding specialized training for associate faculty to meet required certifications.
- Provide workshops and training for instructors at local feeder schools.
- Provide training for area employers and preceptors.
- Disseminate information and referrals for community inquiries regarding industry practices and services.
- Write and coordinate grants.
- Create and maintain specialized certificate.

Regulatory Compliance

- Ensure compliance with state and national licensing requirements.
- Maintain currency and educate faculty regarding state and national standards and ensure compliance to standards by all faculty and students.
- Apply for and maintain ongoing accreditation.

Unique Learning Environments

- Evaluate, purchase, and install industry relevant hardware and software.
- Provide tours to industry/academic/government partners.
- Coordinate student competitions with industry judges to provide real-world feedback and external motivation.

Marketing and Community Outreach

- Conduct workshops and presentations for various partners.
- Develop and maintain tech – prep articulation agreements with local feeder schools.
- Solicit funds from local business organizations for equipment donations, student scholarships, and grants.
- Coordinate industry specific job fairs, networking, and open- house events.