

Agreement between  
The Board of Trustees  
Of  
Mt. San Jacinto Community College District  
and the  
Faculty Association CTA/NEA Contract  
July 1, 2020 – June 30, 2023

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## FACULTY ASSOCIATION CTA/NEA CONTRACT

July 1, 2020 – June 30, 2023

This is an Agreement made and entered into this fifteenth day of March 10, 2021 between the MT. SAN JACINTO COLLEGE DISTRICT, hereinafter referred to as "District," and the MT. SAN JACINTO COLLEGE FACULTY ASSOCIATION CTA/NEA, hereinafter referred to as "Association". The contract shall be in full force and effect through June 30, 2023.

### **ARTICLE I: RECOGNITION**

The District confirms its recognition of the Association as the exclusive representative for that unit of employees (hereinafter referred to as the Unit) certified by the Educational Employment Relations Board in Case No. LAR-734 dated November 15, 1976. The Unit consists of all academic employees excluding non-credit or adult education teachers, part-time employees, and all Management, Supervisory, Confidential, and Classified employees.

### **ARTICLE II: DISTRICT RIGHTS**

#### **II A.**

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required and how they are to be selected; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities and make all room and office assignments; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline Unit Members as authorized

by all applicable codes. All such matters, unless otherwise provided for in this agreement, are excluded from the grievance procedure.

**II B.**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

**II C. Emergency Clause**

**II C1.**

In cases of extreme emergency\* necessitating closure of the college and/or suspension of classes, any provisions of this agreement conflicting with the necessary emergency procedures shall be suspended for the duration of the emergency. The District shall, within one (1) day or as soon as is physically possible, meet with Association representatives and attempt to reach an agreement on which sections of this agreement are affected and for what duration.

\*Extreme emergency shall mean sudden and unexpected calamities such as earthquake, fire, flood and other occurrences which interfere with normal operation of the college.

**II C2.**

In cases of financial emergency, any provisions and terms of this agreement affected by reduction in funding to the District shall be suspended and reopened for negotiation when the District files public notice that current operating standards cannot be met and stipulates the amount of reduced funds.

**ARTICLE III: ASSOCIATION RIGHTS**

**III A.**

The Association and its members shall have the right to nonexclusive use of school facilities and equipment (excluding vehicles) at reasonable hours, including evening hours, subject to the established sign-up procedures and regulations, for Association business when such facilities are not otherwise in use.

### **III B.**

The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards. At least one of reasonable size shall be provided in areas frequented by Unit Members. The Association may use the District mail service and teacher mail boxes for communications to Unit Members. When requested, notification shall be given to the Superintendent/President as material is posted for the purpose of informing Association members and/or non-members of Association-related issues, concerns, and positions as well as the dates, times and agenda of formal Association meetings.

### **III C.**

Authorized representatives of the Association shall be permitted to transact Association business on school property at any time as long as there is no interference with the normal operation of the College. At the request of the Superintendent/President, the Association shall provide advance notice, in writing, of all Association meetings.

### **III D.**

Any Unit Member who is a member of the Association, or who has applied for membership, may sign and deliver to the District a written statement authorizing deduction of unit membership dues in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the district shall deduct one tenth (1/10) of such dues from the regular salary warrant of the Unit Member each month for ten (10) months. Deductions for Unit Members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

### **III E.**

The District shall not be obligated to deduct any amount from the Unit Member's pay which shall be used for political contributions.

### **III F.**

With respect to all sums deducted by the District pursuant to authorization of the Unit Member, the District will remit such monies to the California Teachers Association accompanied by an alphabetical list of Unit Members from whom such deductions have been made, and indicate any changes in personnel from the list previously furnished.

### **III G.**

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

### **III H.**

Upon appropriate written authorization from the Unit Member, the district shall deduct from the salary of any Unit Member and make appropriate remittance for annuities, credit union, approved charitable donations, or any other plans or programs jointly approved by the Association and the District. A Unit Member who continues an assignment or employment with the District will be permitted to change the amount of such deductions once a year on date(s) mutually agreeable to the District and the Association.

### **III I.**

The Association has the right to act as a grievant under the Grievance Article of this Agreement, except as provided in V-B1.

### **III J.**

The Exclusive Representative of the unit has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District and the law.

## **ARTICLE IV: SAFETY CONDITIONS OF EMPLOYMENT**

### **IV A. Enforcement Authority**

The requirements for safe working conditions are established and maintained under the California Occupational Safety and Health Act of 1973 (CAL/OSHA). Enforcement and rule-making authority is lodged with the Department of Industrial Relations. The Division of Industrial Safety has jurisdiction for inspection and the enforcement of standards; therefore, any disputes arising relating to Unit Member safety will be exempted from the grievance process.

## **ARTICLE V: GRIEVANCE PROCEDURES**

### **V A. Definitions**

#### **V A1.**

A "grievance" is a formal written allegation submitted on a mutually approved form by a grievant that the grievant has been adversely affected by a violation, misinterpretation or misapplication of provisions of this agreement.

#### **V A2.**

A "grievant" is a Unit Member or the Association filing a grievance herein.

#### **V A3.**

A "class action grievance" is a consolidation of several similar grievances into a single grievance. All grievants to be included will make their own written allegation and each will independently go through Level I and each will authorize such consolidation and agree to abide by that outcome. A class action grievance may be filed by the Association at Level II of the Grievance Procedure. At least one of the grievants shall be in attendance at each level of the class action procedure.

#### **V A4.**

A "Day" for the purpose of this Article, refers to any day as defined in Article VII A11. Since a "day" must fall within the work year of a unit member, any day not included in the Unit Member's work year shall not constitute a "day" in grievance procedures. However, if a Unit Member initiates grievance procedures with ten (10) days or less remaining in the work year, the grievance process shall proceed following the timelines for the normal work year. However, the grievance process may be suspended until the beginning of the following work year, should both the grievant and district agree in writing to do so.

#### **V A5.**

"Management Supervisor" or "Appropriate Dean" refers to the management employee who has immediate jurisdiction over the grievant.

#### **V A6.**

Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

## **V B. Purpose**

### **V B1.**

Nothing contained herein shall be construed as limiting the right of any Unit Member having a grievance to discuss the matter informally with any appropriate member of the Administration and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this agreement. The District shall not agree to a resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

### **V B2.**

Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level shall be maximums and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement.

## **V C. Informal Level**

The grievant shall attempt informal resolution of a grievance in conference with the appropriate dean prior to initiating a grievance.

## **V D. Level I**

### **V D1.**

Within twenty (20) days after the alleged occurrence of the act or omission giving rise to the grievance, the grievant must present the grievance in writing on the appropriate District form to his/her appropriate dean. The grievance should be a clear, concise statement of the issue, the specific Article or Section of this agreement violated or misinterpreted, the circumstances involved, the date of any informal conference and the specific remedy sought. (See Appendix A)

### **V D2.**

Within ten (10) days after a grievance is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative.



**V D3.**

The appropriate dean's decision shall be communicated in a clear, concise written statement to the Unit Member and the Association within fifteen (15) days after receiving the grievance.

**V E. Level II**

**V E1.**

In the event the grievant is not satisfied with the Level I decision, the grievant may, within ten (10) days, appeal the decision to the Superintendent/President or his designee on the appropriate District form. This appeal shall include a copy of the original grievance, the decision rendered at Level I, and a clear, concise statement of the reason(s) for the appeal.

**V E2.**

Within five (5) days after the appeal is filed, a conference must be scheduled if requested by either party. At the conference either party may be accompanied by an advisor or representative. The conference shall be held at a time which would not interfere with normal operations of District.

**V E3.**

The Superintendent/President or designee shall communicate in a clear, concise written statement a decision to the Unit Member within fifteen (15) days after receiving the grievance.

**V F. Level III (Optional Mediation)**

**V F1.**

If the grievance is not satisfactorily resolved at Level II, the parties may mutually agree to non-binding mediation within 15 working days after receiving the Level II response.

**V F2.**

Within twenty (20) days after the parties have agreed to mediation, the association and the District shall attempt to agree upon a mediator. If they are unable to agree upon a mediator, the parties shall mutually request assignment of a mediator from the State Conciliation and Mediation Service.

**V F3.**

The mediator shall meet with the grievant (the Association shall be included only if the grievant has determined to allow intervention of the association) and the District for the purpose of resolving the grievance.

**V F4.**

Either party may terminate the optional mediation process at any time.

**V F5.**

If a resolution is achieved through the use of the mediation process, both parties shall sign a written statement to that effect, waiving the right to any further appeal of the grievance and thereby terminating the grievance.

**V F6.**

If the mediation does not successfully resolve the dispute, the Association may within ten (10) days of the termination, proceed to Level IV.

**V G. Level IV Binding Arbitration**

**V G1.**

If the grievance is not suitably resolved at Level II or Level III the Association may, within 30 days submit the matter to the State Mediation and Conciliation Service for binding arbitration.

**V G2.**

State Mediation and Conciliation Service shall be requested to submit a list seven arbitrators to the parties for their selection of an impartial arbitrator; and if no mutually acceptable selection is made by the parties then the parties shall take turns striking names from the list until one arbitrator remains. The order of striking shall be determined by a coin flip.

**V G3.**

The decision of the arbitrator shall be final and binding upon the parties, but the arbitrator shall have no authority to add to, subtract from or modify this agreement.

**V G4.**

Binding arbitration is subject to the following conditions:

1. shall not apply to any matter the District is defending in a civil proceeding
2. shall not apply to any salary issues that have been previously negotiated
3. the party that does not prevail in the arbitration shall pay 100% of the cost of the arbitrator
4. if settlement is reached during the pendency or arbitration proceedings, the costs shall be divided equally.
5. each party shall bear its own costs of presenting its case to the arbitrator.

If the procedure is not completed within the specified time by the appropriate management level handling it, the grievant may proceed to the next level.

**V G5.**

This level represents the final step in the grievance procedure. Completion of this step constitutes exhaustion of internal administrative remedies under this agreement.

**V G6.**

No reprisals of any kind will be taken by any Unit Member or representative of the Administration or the Board or by the Association against any grievant, any member of the Association, or any member of management, Trustee or other participant in the Grievance procedure by reason of such participation.

**V G7.**

When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the work day, he/she shall, upon notice to the Superintendent/President by the Association President, be released without loss of pay in order to participate in the ongoing activities. Every effort shall be made to schedule meetings and hearings at times which would not interfere with normal operations of District. Any Unit Member who is requested to appear in such scheduled meetings or hearings as a witness will be accorded the same right.

## **ARTICLE VI: UNIT MEMBER RIGHTS**

### **VI A.**

The District and Association recognize the right of a Unit Member to form, join, and participate in lawful activities of the Association and the equally alternative right of a Unit Member to refuse to form, join, and participate in Association activities.

### **VI B.**

A Unit Member shall have the right to informally discuss any personal grievance with any appropriate dean and to have the grievance adjusted without intervention by the Association provided that the adjustment is consistent with the terms of this Agreement.

### **VI C.**

A Unit Member shall retain the right of self-representation in matters of grievance without intervention by the Association provided that all conditions of Article V on Grievance Procedures are met.

### **VI D.**

It is mutually understood that the District shall not implement any proposed resolution reached with a Unit Member grievant until the Association has been provided a copy of the grievance and a copy of the proposed resolution and after which said Association has had five working days to file a written response. It is further mutually understood that the written response from the Association shall in no way intervene in the implementation of the proposed resolution if said resolution is consistent with the terms of this agreement and in conformance with applicable laws. Absence of a written response from the Association on any specific proposed resolution within the stipulated time period shall be construed to mean that the terms of Paragraph VI D have been waived by the Association but only to the extent to which the proposed resolution responds.

## **ARTICLE VII: SALARY REGULATIONS, COMPENSATION AND BENEFITS**

### **VII A. Definition of Terms**

#### **VII A1.**

"Degree" refers to earned degrees in an accredited college or university.

**VII A2.**

"Unit" refers to semester units from an accredited college or university.

**VII A3.**

"Bachelor's Degree" means an earned Bachelor of Science or Bachelor of Arts Degree or equivalent from an accredited institution.

**VII A4.**

"Master's Degree" means any earned Master of Science or Master of Arts, or Master of Fine Arts Degree or equivalent from an accredited institution.

**VII A5.**

"Accredited Institution" means a regionally accredited college or university.

**VII A6.**

"Semester Unit" means one semester hour of credit from an accredited institution. Transcripts indicating quarter hour credit will be evaluated in semester hour equivalents, with one (1) quarter-hour equaling two-thirds (2/3) semester hours.

**VII A7.**

"Upper Division Courses" are those certified by an accredited institution as junior and senior level. Any graduate course would be considered equal to or superior to any upper division course.

**VII A8.**

"Prior Teaching Experience" means each year of prior teaching experience for credit must equal at least seventy-five (75) percent of the academic year.

**VII A9.**

"Transcript" is a documentary record of completed academic work certified by a notarized signature or institutional seal and received by mail in the Human Resources Department from an institution.

**VII A10.**

"The Salary Schedule" refers to the two permanent full-time instructional and non-instructional salary schedules established to determine the rate of pay for unit members who fulfill the contract requirements of the work year as defined below. (See Appendix B)

**VII A11.**

"Work Year" refers to the number of days or hours (for non-teaching unit member) required each year to meet the minimum daily attendance requirement of one hundred seventy-six (176) service days for ten-month employees as represented in the negotiated and ratified calendar and 1232 or 1372 hours for non-instructional unit members. When school is closed due to factors which in the opinion of District are beyond its control and request for exemption is denied by the State, and the State requires that the day be made up, the scheduling of the "make-up" day will be coordinated with the bargaining unit and will be considered to be within the normal work year.

**VII A12.**

"Ten-Month Employee" refers to any Unit Member who is full-time instructional Unit Member for the established work year as defined above. "1232 or 1372 hours Employee" refers to any Unit Member who is full-time non-instructional Unit Member for the established work year as defined in VII A10 and A11 above.

**VII A13.**

"Per Diem Rate" refers to the daily rate of pay for a Unit Member calculated by dividing the Unit Member's annual salary for the work year by the number of days the Unit Member is required to render service to the District under this agreement.

**VII A14.**

"Hourly Rate" for ten month employees will be the Unit Members annual salary divided by the number of service days in the work year (see VII A.11.) divided by the number of hours in the workday (6 hours for teaching Unit Member). The hourly rate for 1232 and 1372 hour employees is contained on their respective salary schedules.

**VII A15**

"Salary Advancement Committee" refers to a four (4) member committee consisting of two (2) Association Representatives selected annually by the Association and two (2) District Representatives. All business of this committee will be conducted by majority vote.

## **VII B. Initial Salary Placement**

### **VII B1.**

New hires and rehires may be placed on steps one (1) through five (5) based on experience directly related to the position being filled. In some circumstances step five (5) may be exceeded in the placement on the salary schedule if the District determines an extraordinary need or circumstances warrants the placement.

### **VII B2.**

The Salary Advancement Committee shall consider and recommend to the Superintendent/President or designee:

#### **VII B2a.**

The amount of credit to be granted for formal education, or its equivalent, shall be used to determine initial level placement on the salary schedule.

#### **VII B2b.**

The amount of credit for teaching, counseling or librarian experience, or its equivalent, shall be used to determine the number of steps to be granted for initial placement on a salary step. In order to be granted a step the Unit Member must have served at least 75% of an academic year.

#### **VII B2c.**

"Equivalent Credit" may be considered by the Salary Advancement Committee for work experiences, competency based experiences, research and any post-graduate units earned, but not counted for the Master's Degree credential. The Unit Member must request in writing that consideration be given to such areas. When requests for salary advancement are made for equivalent credit, the Committee may recommend such credit if both the Unit Member and the Committee have made reasonable efforts to obtain approval for units from an accredited institution of higher learning for the above stated areas, and neither have been successful. After the Superintendent/President approves the request for "equivalent credit" and makes a recommendation to the Trustees, they shall consider such exceptions and may establish a principle or guideline which can be applicable to similar requests without further attempts to

obtain approval from an accredited institution of higher learning. Education extension credits shall be considered for purposes of salary placement provided they are from a Regionally Accredited institution and meet all the requirements of section VII B. Initial Salary Placement.

## **VII C. Salary Schedule Advancement After Initial Placement**

### **VII C1.**

#### **Promotions**

Promotions for Unit Members result after the completion of the appropriate number of additional units. In any one academic year a Unit Member can move both an experience step, and a level, if sufficient units have been completed.

#### **Annual Step Movement**

A Unit Member will receive an experience step in an academic year in which a promotional level step is earned through completing sufficient units as outlined in “Promotions” above.

#### **Additional Compensation**

Additional compensation for Unit Members shall be negotiated with the Association through the bargaining process. The District and the Faculty Association agree to negotiate the appropriate compensation for the additional duty assignment.

#### **Credit for Salary Advancement after Initial Placement**

There is no limit to the number of units a member can earn for the purpose of salary advancement during an academic or calendar year, provided the units taken have the prior approval of the Salary Advancement Committee. However, to enter the doctoral degree level, the unit member must have earned a doctoral degree. Also, to advance into or beyond the master’s degree level, the unit member must have earned a master’s degree.

Level and step advancement shall occur July 1 for a Unit Member employed during summer school months and beginning of fall semester,



or prior to the fall semester, for others, provided due and proper notice is given to the Human Resources Department as indicated in the procedures of this Article. A Unit Member may advance up to two levels per fiscal year except:

**VII C1a.**

An earned Doctoral Degree shall place the Unit Member on the appropriate level.

**VII C1b.**

All approved units earned during any long-term professional development or other leave shall be added to any earned during other periods of the same fiscal year and to any accumulated, and the total shall be credited for the following annual pay period not to exceed a two-level (2) move in any one (1) fiscal year.

**VII C1c.**

All approved units earned during the period between the time a Unit Member is released from employment from the District due to program reduction and the time of rehire on a preferential recall basis as a full time Unit Member shall be used to place the Unit Member on the salary schedule at a rate not exceeding a two-level (2) advancement from the previously held position.

**VII C2.**

A Unit Member may have credited for salary schedule advancement one (1) step for each year of employment until reaching the last step in the level. A Unit Member who is hired after the beginning of the Fall semester of an academic year but has fulfilled at least seventy-five percent (75%) of a full year contract, based on either days or teaching load, shall be advanced to the next step as if a full year's service to the District has been fulfilled. Step advancement shall take place July 1 for a Unit Member employed on the salary schedule during summer months and at the beginning of each Fall semester for a Unit Member not employed during the summer.

**VII C3.**

Quarter units are converted to semester units by multiplying the quarter units by two-thirds ( $2/3$ ). If this multiplication results in a number with a fraction of more than one-half ( $1/2$ ), the number shall be rounded off to the next whole number when calculating units for level advancement.

**VII C4.**

The Salary Advancement Committee shall consider and recommend on the acceptability of and number of units proposed by individual Unit Members toward salary level advancement based on the following criteria:

**VII C4a.**

Only those classes that can be clearly demonstrated to directly enhance a unit member's teaching or assigned area shall be considered. No more than half of the twelve (12) semester units necessary to advance a level on the salary schedule may be at the lower division undergraduate level. Education extension credits shall be considered for purposes of salary advancement provided they are from a Regionally Accredited institution and meet all the requirements of section VII C. Salary Schedule Advancement After Initial Placement

**VII C4b.**

Units that would apply to an advanced degree in the Unit Members teaching or assigned teaching area.

**VII C4c.**

Units that would apply to an advanced degree not in the Unit Members teaching or assigned teaching area but which can be clearly demonstrated as being a direct enhancement to said area or areas.

**VII C4d.**

"Equivalent credit" may be considered by the Salary Advancement Committee as described in Section VII B2c of this Article.

**VII C5.**

All Unit Members shall observe the following procedures in order to be considered for salary level advancement:

**VII C5a.**

On or before June 1, a Unit Member must request advancement in writing and provide proof of eligibility to the Human Resources Department in order to advance on the salary schedule for the next fiscal year.

**VII C5b.**

If units earned during the upcoming summer session are to be used in qualifying for advancement, the Unit Member must indicate in writing to the Human Resources Department the institution to be attended, course title, number of semester units to be earned, and dates of attendance.

**VII C5c.**

Proof of successful completion of all summer work must be submitted no later than September 1. A grade slip or signed statement from the institution's instructor will be accepted in lieu of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than November 1.

**VII C5d.**

A Unit Member will advance to the next higher level on July 1, if all work has been completed and verified by June 15. If units are completed subsequent to June 15, advancement will be made beginning Fall semester, provided that all of the above conditions have been met.

**VII C5e.**

A Unit Member may advance to the next higher level beginning of Spring semester if all work has been completed and verified by January 15 of that academic year.

**VII C5f.**

Proof of successful completion of all work subsequent to beginning of Fall semester must be submitted no later than January 15. A grade slip or signed statement from the institution's instructor will be accepted in lieu

of a transcript. However, transcripts must be submitted as soon as possible and, in any case, no later than April 1.

#### **VII C6.**

The Human Resources Department shall provide each Unit Member by beginning of fall semester of each year, or as near as possible, his/her/their current level and step placement and salary. Upon written request, the Human Resources Department shall provide the Unit Member a statement of units on file within five (5) working days.

#### **VII D. Course Approval**

A Unit Member may seek approval after course work is completed without penalty. However, when requests are made by Unit Members to the Salary Advancement Committee for past approval, a unanimous vote by the members of that committee shall be necessary for credit to be granted.

#### **VII E. Compensation**

A unit member will be paid according to the Salary Schedule adopted by the Board of Trustees and agreed to by the Faculty Association. Compensation shall include: salary, step, statutory-fringe impact, health and welfare, and additional costs as related to this Agreement.

#### **VII F. Fringe Benefits**

The District shall make available to all eligible employees and their eligible dependents, health insurance, dental insurance, life insurance, and a vision plan. All of an employee's eligible dependents must be enrolled in the same health, dental, and vision plans and may not be enrolled as dependents by more than one District employee.

The District shall contribute on behalf of each full-time Unit Member the amount not that is shown in Appendix C annually toward the existing health, dental, life insurance, and vision plans. In the event the amount of the premiums exceeds the maximum District contribution for any participating Unit Member, the Unit Member shall pay the difference through payroll deduction.

## **VIII.G.**

Unit members who were NOT hired on the deferred pay program and have been classified as level pay unit members shall have the option of receiving their annual pay spread evenly over 10, 11, or 12 months.

## **ARTICLE VIII: HOURS OF EMPLOYMENT AND WORK LOAD**

It is the philosophy of the District and the Association, as professional educators, to consider all factors involved in determining work load in such a way as to allow flexibility while tending to cause all workloads to be equitable. Factors to be considered by each Unit Member and the appropriate dean in establishing a "Standard Work Load" include number of hours taught or assigned, type of class taught, number of office hours, number of preparations, number of "extended day" assignments, the ratio of Weekly Student Contact Hours to Full Time Faculty Equivalent (WSCH/FTE), reduction of work load, extended campus assignment(s), district facilities management and other duties and responsibilities related to the Unit Members specific assignment. Each Unit Member shall extend professional responsibility to serve on committees, attend District meetings as defined in **VIII B2b12**, attend instructional area meetings, support and promote the student activities program, participate in graduation ceremonies, and on non-teaching duty days assist with registration to the extent necessary and perform other related professional duties. In keeping with the preceding philosophy, the following general guidelines are herein established for the Unit Member and the appropriate dean to use in arriving at a "Standard Load." Should any Unit Member be unable to agree with the appropriate dean, Unit Member is free, without fear of any recrimination, to take the issue to the Superintendent/President and ultimately to the Board of Trustees.

### **VIII A. Days and Hours of Service**

Full-time Unit Members shall be available for instructional assignments Monday through Friday of the academic calendar and shall be required to perform professional services in accordance with the following schedule:

Non-instructional unit members may be permitted but not guaranteed a 60% inclusive of desk time online workload of their approved submitted calendar. The online portion of

workload is calculated weekly. For Counseling unit members, 40% on campus is limited to student contact hours. Status quo, however, we are willing to assign teaching and non-teaching overload to non-teaching faculty.

In recognition of the duties outlined below. The district proposes a stipend for every fully completed semester of \$2,500.00 for each full-time Associate Degree Nursing teaching faculty member.

- Work hours that vary from contractual obligations including but not limited to weekends, nights, and clinical shifts greater than nine (9) hours in length.

Contract Length	Days of Service/Work Year Hours
Instructional Unit Members	176 days of service
Non-instructional Unit Members	1372 hours of service (See VII A11)

This shall include Instructional Improvement Activities Days as described in section VIII B.8. of this article.

**VIII A1.**

Non-instructional Unit Members shall coordinate their 1372 work year hours of service with their respective Deans, who will approve each proposed schedule in consultation with the Unit Member. Schedules will be developed to support student needs and instructional activities.

**VIII A1a.**

Non-instructional faculty standard work week shall be a minimum of four (4) days a week to meet the 1372 hours (equivalent to 196 days) service requirement. The standard work week for counseling faculty shall include a minimum of thirty-five (35) hours a week. The 35-hour work week shall include a minimum of 28 hours of direct student contact and up to 7 hours of desk time, contact and desk time hours shall be adjusted in weeks the college is not open five (5) days. Direct student contact is defined as any counseling activity in which a counseling service is provided to a student or students including case load management student contact, workshops, individual or group counseling. Desk time is for the performance of duties which are but not limited to drop-in counseling; department meetings; participatory governance committee assignments; case load management support; and other departmental activities.

**VIII A1b.**

Counselor preferences for non-duty days shall be determined on a rotating basis initially established by seniority. The rotation of counselors initially placed by seniority shall occur at each of the District locations, namely the Menifee campus, the San Jacinto campus, the Temecula campus and the Banning campus. Two-thirds of the number of full-time counselors at the Menifee campus and the San Jacinto campus shall be available and on duty at any time.

Counselors shall be given the opportunity to select up to twenty (20) consecutive non-duty days during the academic year. During the District's summer 4/10 schedule the days shall be prorated. Non-duty days are defined as days a counselor is not scheduled to work. Peak counseling months are determined by the district. Counselor preferences for non-duty days shall be determined on a rotating basis initially established by seniority. Two-thirds of the number of full-time counselors shall be on duty at any time. The rotation system at each campus shall start with the counselor with the greatest seniority (longest continued full-time tenure track employment in the District).

All non-duty days will be coordinated and approved by the area dean. Once the non-duty days have been selected, the next counselor may make their selection. In each subsequent year, the counselor who had first opportunity in the prior year to select non-duty days, will be placed at the bottom of the rotating list with the person immediately next allowed to select first in that year. The rotation system will be coordinated by the dean to ensure compliance with this provision.

**VIII A2.**

The academic calendar beginning and ending dates shall be bargained at the negotiating table annually by May 1<sup>st</sup> of each year. The calendar dates subject to negotiation will be the next succeeding 3<sup>rd</sup> year calendar providing the next two years have already been agreed upon. Otherwise any calendar dates within the next three year period that have not been agreed upon will be negotiated as well.

Negotiations on the beginning and ending dates will proceed only after both the District and the Association have received input from the College Council.

**VIII A3. Non-Teaching Hour**

A non-teaching hour shall be equivalent to one (1) clock hour of assigned time during which non-classroom instructional responsibilities are discharged by a Unit Member.

**VIII A4. Teaching Assignments**

**VIII A4a.**

A Lecture Class refers to any class defined as a "Lecture" class in the most current, published District college catalog or District Course Outline of Record file.

**VIII A4b.**

A non-lecture class refers to any class defined as a "Laboratory" class in the most current District college catalog or District Course Outline of Record file.

**VIII A4c.**

A Special Projects Class, Honors, or a Directed Study Class refers to any class defined as a "Special Project," "Honors" or "Directed Study" class in the most current District college catalog or District Course Outline of Record file. For special projects and honors courses, the instructor shall be paid \$75.00 per student, up to a maximum of \$375.00 per class. Those classes with only Honors students enrolled shall be considered part of the instructor's standard work load.

**VIII A4d.**

Lab/Lecture rates to be effective Fall semester 2018. Between now and the And the establishment of the Fall 2018 class schedule, lab courses will be reviewed by Senate Curriculum Committee, who will recommend the courses that qualify for the extensive preparation laboratory ratio of 1:1



using the guidelines set forth below. Said list will then be submitted to the District administration for approval/modification.

The senate Curriculum Committee shall use, but not be limited to, the following guidelines for determining an Extensive Preparation Laboratory:

**VIIIA4D 1.** In addition to requiring planning and substantially more preparation on the part of the instructor, the class also requires that the student learn basic discipline specific academic information and skills in order to be an effective participant in the class.

**VIIIA4D 2.** Typically such classes have as a primary function the teaching of new and additional concepts which are more than reinforcement of principles taught in the lecture component of the course. An extensive preparation laboratory class may be thought of as a stand-alone course, requiring extensive homework assignments and exams.

**VIIIA4D 3.** Criteria for determining an extensive preparation laboratory are as follows:

**VIIIA4D3 a.** The laboratory requires the active, continuing presence of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.

**VIIIA4D3 b.** The laboratory requires extensive student preparation from text and lecture material prior to and after each laboratory session;

**VIIIA4D3 c.** The laboratory requires evaluation of student performance on a regular basis in the same manner as in a Lecture class;

**VIIIA4D3 d.** The laboratory is connected to an extensive classroom lecture program and is supplemented with assigned readings; and

**VIIIA4D3 e.** The laboratory requires that instructors are involved with professional development equivalent to that in lecture courses to maintain proficiency in the areas covered by the laboratory work.

**VIII A5. Non-Teaching Assignments**

A non-teaching assignment shall consist of non-teaching hours that do not relate to a specific teaching assignment.

**VIII A6. Weekly Student Contact Hours (WSCH)**

A Weekly Student Contact Hour shall be one hour of contact time per student enrolled in a class per week, per semester of a work year. The total number of weekly student contact hours (WSCH) for the institution is determined by the summation, over each class, of the total number of students enrolled in an assigned class multiplied by the number of teaching contact hours per week, per semester of a work year.

**VIII A7. Full Time Equivalent**

Full-Time Equivalent (FTE) shall be the equivalent of one Unit Member who is assigned a Standard Work Load.

**VIII A8. Weekly Student Contact Hours - to - Full Time Equivalent Ratio (WSCH/FTE)**

Weekly Student Contact Hours - to - Full Time Equivalent Ratio shall be the value derived by calculating the WSCH per Standard Teaching Work Load of a Unit Member with a teaching assignment, at census. .

**VIII A9. Standard Work Load**

A standard work load shall be the entire assigned duties and responsibilities of a Unit Member whether teaching or non-teaching that represents a full work load.

**VIII A10. Standard Teaching Work Load**

A standard teaching work load shall be the number of teaching contact hours a Unit Member shall be required to maintain per week, per semester during the work year.

#### **VIII A11. Standard Non-Teaching Work Load**

A standard non-teaching work load shall be the number of clock hours a Unit Member is required to maintain per week, per semester for a non-teaching assignment.

#### **VIII A12. Overload**

An overload assignment shall occur whenever a Unit Member accepts an assignment during a work year that involves providing to the District an additional service which is similar or the same to that rendered by Unit Members but beyond a standard work load as established for the semester or workday.

#### **VIII A13. Extra Assignment**

A Unit Member may elect to accept a District offer for an extra assignment during an academic year (including intersessions) that involves providing to the District an additional service which is no way construed to be an assignment within the standard workload of a Unit Member.

#### **VIII A14. Split Location Assignment**

A split location assignment is one which requires a unit member to perform his/her standard workload at two or more work sites within the same work day.

#### **VIII A15. Reassigned Time**

The curriculum committee shall be allocated 40% reassigned time each semester.

#### **VIII.A16. Substitute Assignments**

A Unit Member who is assigned temporary substitute duty of a short duration, which shall normally be up to three (3) days, shall be compensated at the highest associate faculty hourly lab rate. Temporary substitute assignments of a longer duration, which shall normally be greater than three (3) days, shall be compensated at the highest associate faculty lecture rate. A Unit Member may decline substitute assignments. All substitute arrangements require approval of the appropriate Dean of Instruction.

### **VIII B. Workweek and Duties**

The standard work load as defined in this Article includes the scope of assigned teaching and non-teaching duties of a Unit Member, except wherein specifically established in this

Article as not being a part of a Standard Work Load. Furthermore, nothing except in Paragraph VIII G (overload assignment) of this Article shall constrain a Unit Member from volunteering to perform additional service without compensation from the District. Full-time Unit Members shall be available for instructional assignments, district and department meetings, Unit (division) meetings, and for Shared Governance responsibilities five (5) days per week, Monday through Friday, although teaching assignments may be less than five (5) days per week. Saturday duties shall only be by mutual agreement between the Unit Member and the District. Full-time Instructional Unit Members shall work 30 hours per week to perform those tasks related to their assignments. Said tasks shall include the following Representative Duties as outlined in VIII B 2.b.

#### **VIII B1. Standard Teaching Work Load Schedule**

It is mutually understood that in establishing a standard teaching work load schedule, every effort shall be made to consider the following:

##### **VIII B1a.**

The number of extended day assignments for each Unit Member shall be kept to the minimum.

##### **VIII B1b.**

The teaching day for each Unit Member shall be no more than nine (9) consecutive hours from the beginning of the first assigned class through the end of the last assigned class.

##### **VIII B1c.**

There shall be not less than twelve (12) consecutive hours of elapsed time between the end of the last assigned class on one day, and the beginning of the first assigned class on the following day.

##### **VIII B1d.**

A Unit Members assigned schedule shall be limited to no more than forty (40) percent of a standard teaching load per day, or no more than eight (8) non-teaching hours per work day.

##### **VIII B1e.**

In developing a Unit Members assignment schedule, the number of course preparations per semester shall be considered.

### **VIII B2. Standard Teaching Work Load Assignments**

A standard teaching workload shall be equivalent to 15 lecture contact hours. The ratio of lecture to non-lecture contact hours shall be 15 lecture hours to 20 non-lecture hours.

The teaching load for a Unit Member shall be the contact lecture hours taught plus any non-lecture contact hours multiplied by 15/20. The ratio of lecture to activity contact hours shall be 15/18.

Extensive laboratory contact hours, taught by Unit Members, are assigned a Load and Compensation value of 1:1 Lecture/Laboratory per hour of extensive laboratory time scheduled as part of the Unit members 100% load or any additional approved overload.

The teaching load for a unit member teaching non-extensive laboratory classes shall be the contact lecture hours taught plus any non-lecture contact hours multiplied by 15/20.

#### **VIII B2a.**

If a Full-time (100%) Instructional Unit Members work load falls to less than full-time in an academic year; he/she/they must either accept an additional teaching assignment or a non-teaching assignment equivalent to the reduction in load during that same academic year. For example, if a unit members fall semester load is 12 semester units their minimum load for the next spring semester must equal 18 semester units, exclusive of overload, in order to equal 30 lecture equivalent hours. If a complete teaching load is not possible then an equivalent non-teaching assignment will be assigned. Such assignment will be by developed by consultation between the Unit Member and the area administrator.

### **VIII B2b. Required Duties**

The District shall make reasonable effort to limit a Unit Members assignment to no more than three (3) preparations, excluding labs. Non-instructional Unit Members shall perform those responsibilities as identified and negotiated in the contract as Representative Duties.

**VIII B2b1.** Begin each class session on time and be prepared with appropriate materials

**VIII B2b2.** Meet each class for the minimum number of scheduled minutes

**VIII B2b3.** Provide instruction in a manner that conforms to the Course Outline of Record

**VIII B2b4.** Create and share with students a course syllabus that informs students of course requirements, grading expectations and criteria, attendance requirements, and all other information found on the Academic Senates Syllabus Checklist.

**VIII B2b5.** Submit syllabus to Office of Instruction within first two weeks of class that meets the requirements of the Academic Senate Syllabus Checklist

**VIII B2b6.** Post and maintain office hours (at least five (5) hours per week) that are convenient for both student and Unit Member as required in section VIII B6.

**VIII B2b7.** Maintain accurate and accessible student grade records and return homework/exams/outside class assignments to provide students feedback in a timely manner

**VIII B2b8.** Submit final grades by District-set deadlines while maintaining accurate student attendance records in accordance with the law

**VIII B2b9.** Submit all positive attendance reports (if required) by District-set deadlines

**VIII B2b10.** Prepare and submit Census Rosters and other required reports by District-set deadlines

**VIII B2b11.** Attend convocation and commencement

**VIII B2b12.** Attend four (4) scheduled District meetings. District meetings are called by the Vice President of Instruction and intended for all Unit Members. District meetings will be clearly identified as such and Unit Members will be notified of the meetings as early as reasonably possible. Any additional meetings beyond the four (4) required by administration and approved by the Vice President of Instruction will be compensated at the current non-teaching lab rate.

**VIII B2b13.** Serve on at least one committee as described in Section VIII.C.2

**VIII B2b14.** Participate in required professional development activities

Unit members teaching online sections must also adhere to those duties listed in section XD5.

Non-teaching Unit Members without a specific teaching load will be exempt from those duties that are directly related to managing a classroom assignment. Required duties of non-teaching Unit Member shall include the criteria defined for teaching Unit Members where appropriate and the following:

**VIII B2b15.** Observe daily work schedule

**VIII B2b16.** Prepare for requirements of the position

**VIII B2b17.** Communicate with instructional faculty to keep current in the needs of students in the Academic and Career disciplines represented at the College.

### **VIII B2c. Professional Responsibilities**

A Professional Responsibility is one required to be performed each year by Unit Members. The Unit Member's Dean or supervisor will make an effort to reasonably assign professional responsibilities to Unit Members not to exceed three (3) duties during any one semester. The same three (3) professional responsibilities may be assigned in the fall and spring if the work occurs in both semesters. No Unit Members will be required to perform all professional responsibilities each semester. Unit Members will work with their dean or supervisor during the spring semester of each academic year (or within twenty (20) work days of the start of employment if the hire date is after the start of the fall semester) to identify which appropriate professional responsibilities will be assigned to the Unit Member to ensure the needs of the students, department, programs, and college are being met.

***The following is a list of potential Professional Responsibility assignments. Other appropriate assignments may be considered with mutual agreement by the Unit member and their dean or supervisor.***

**VIII B2c1.** Participate in development, implementation, and evaluation of the instructional program, including development, assessment, and review of the Program Learning Outcomes (PLO's), Course Learning Outcomes (CLO) and/or Student Learning Outcomes (SLO's).

**VIII B2c2.** Participate in the development of the Program Review and Resource Allocation Proposals (RAPs) for the department

**VIII B2c3.** Participate in curriculum development and revisions

**VIII B2c4.** Participate in development and/or revisions of

Program page in the catalog  
**VIII B2c5.** Articulate courses with educational partners

**VIII B2c6.** Participate in the accreditation process



**VIII B2c7.** Participate in institutional hiring committees, faculty, classified, or administrative

**VIII B2c8.** Participate in the evaluation of full-time faculty

**VIII B2c9.** Participate in the evaluation of associate faculty

*The following duties are not required of all Unit Members, but may be assigned when considered appropriate by both the supervising administrator and the Unit Member*

**VIII B2c10.** Participate on advisory committees

**VIII B2c11.** Consult with students in course selection, academic achievement, and career planning within the Unit Member's discipline

**VIII B2c12.** Participate in the active recruitment of students

**VIII B2c13.** Participate in college-related services in and/or for the community

**VIII B2c14.** Participate in leadership roles in co-curricular activities such as student clubs, honor societies, athletic and performance events, etc.

**VIII B2d.**

Included in these activities shall be the assigned teaching load in accordance with section B2 of this article.

**VIII B2e.**

Job descriptions for 100% special assignments shall be available in the Human Resources Office.

**VIII B2f.**

The 30 hour workweek shall be exclusive of overload or any other extra-duty agreement.

**VIII B2g.**

Teaching assignments may consist of day and/or night classes, in accordance with the District approved schedule. The teaching day shall not begin earlier than 8:00 am and will not go beyond 10:00 pm, Monday through Friday unless other times are mutually agreed to by the Unit Member and the District.

**VIII B2h.**

Class hour is defined as 50 minutes.

**VIII B3. Review of Work Load**

Upon request to the District, the Association may review the work load of any Unit Member and recommend adjustments to the District.

**VIII B4. Standard Non-Teaching Load**

The number of assigned non-teaching hours for non-teaching assignments shall be established as follows:

**VIII B4a. Counselors, Coordinators and Librarians**

The work schedule consisting of 1372 (equivalent to 196 days) shall be prepared by the unit member in consultation with the immediate supervisor and approved by the District.

In approving a work schedule, management shall take into consideration: Staffing coverage, peak times, and other assignments that lead to an appropriate work schedule. A flexible schedule of more or less than seven (7) hours shall take into consideration the needs of the District and the employee. However, a work schedule shall not be assigned that exceeds ten (10) hours in any given day. Counselors, Coordinators and Librarians normal work hours may average up to ten (10) hours in any day. However, under exceptional and extraordinary circumstances, management may provide written approval for work hours in a particular day which exceed ten (10) hours, but in no event more than twelve (12) hours.

#### **VIII B4b. Other Non-Teaching Assignments**

Other non-teaching assignments shall be based on a forty (40) clock hour work week, per semester, in a work year.

#### **VIII B5. Combination of Assignments**

The standard work load for a Unit Member whose assignment consists of a combination of teaching assignments or a combination of non-teaching assignments, or a combination of non-teaching and teaching assignments, shall be established on a pro rata basis (load percentage) consistent with provisions in this Article. (For example non-teaching Unit Members teaching a 3 unit lecture class will have their workload consist of 20% teaching and 80% non-teaching or 3 lecture hours of teaching with office hours/etc. and 28 hours in their primary non-teaching assignment per week.)

#### **VIII B6. Office Hours**

##### **VIII B61.**

Instructional Unit Members shall maintain office hours convenient to both the needs and schedules of their students.

##### **VIII B62.**

Unit Members shall be available on campus for at least five (5) clock hours per week. An office hour must be scheduled for a minimum of 30 minutes. These hours shall be posted on or adjacent to the Unit Members office door, on the classroom door, or on a place convenient for students to see. Each Unit Member shall retain the right to reschedule office hours as necessary, provided the hours meet the needs of the students, a revised schedule is posted, and the appropriate Dean is notified.

#### **VIII B7.**

For Instructional Unit Members (Unit Members providing classroom instruction during the regular academic year), a full (100%) load shall be the equivalent of 30 hours: 15 Lecture Equivalent Hours five (5) Office hours and ten (10) preparation

and professional responsibility hours as identified in VIII B.2.b. This shall be referred to as a standard work load.

### **VIII B8. Instructional Improvement Activities**

As part of the required 176-day work year, there shall be four (24 hours) for instructional improvement. One of these days is Convocation, at which attendance is mandatory, unless leave is submitted to the District. The other three days (18 hours) shall be scheduled at the discretion of the unit member during the fiscal year. Documentation of these 18 hours shall be submitted to the Professional Development Committee.

## **VIII C. General Provisions**

### **VIII C1.**

Each Unit Member shall meet with classes as assigned unless an alternate plan is approved by the appropriate supervisor as far in advance as possible.

### **VIII C2.**

Each unit member shall serve on at least one (1) committee each year. Unit Members must attend at least 80% of the committee meetings. No Unit Member shall be required to serve on more than one (1) major committee or task force as assigned by the Academic Senate or the Superintendent/President. Position of Club advisor shall be equal to committee service provided that the club meets at least three (3) times per semester.

### **VIII C3.**

Each Unit Member, as a condition of employment, shall be present at all college commencement exercises unless permitted otherwise by the Office of Superintendent/President or his designee.

### **VIII C4.**

Workload forms shall be made available by the District and shall be completed jointly by each Unit Member and approved by the management supervisor for each semester. Such forms shall include all instructional and non-instructional hours, and any other assigned duties. Where the Unit Member voluntarily selects

an option, signature on the work load form shall constitute the Unit Members consent to do so without extra credit or compensation.

**VIII C5.**

Any Unit Member whose assignment does not meet the above classifications (i.e. those with reassigned or release time not covered in this contract) shall have their contract negotiated by the Association and District on an individual basis (in order to maintain the integrity of this contract).

**VIII D. ADJUSTMENT TO STANDARD WORK LOAD**

**VIII D1. Assigned Time.**

Should a Unit Member have overload duties and responsibilities associated with assignments such as directing a performance group, an intercollegiate athletic team, a recurrent college publication, student activities, or a part-time coordinator, then that Unit Member shall be credited with additional hours which are commensurate with the assignment. Up to a maximum of fifty percent (50%) of a "standard load," as determined by the appropriate dean, shall be credited to the load assignment of said Unit Member unless the Unit Members job description states otherwise. Such credit shall be granted in the semester in which the activity is assigned unless it is not possible or practical to do so, in which case adjustments in load shall be made within the next semester.

**VIII D2. WSCH/FTE Ratio**

**VIII D2a.**

A Unit Members WSCH/FTE ratios shall be examined with consideration given for limitations due to law, facilities, equipment, supplies, scheduling difficulties, or other limitations beyond the Unit Members control.

**VIII D2b.**

A Unit Member may be required to assume an additional assignment as part of a Standard Work Load within the next two (2) semesters following the semester in which his/her/their WSCH/FTE ratio is established to be less than seventy percent (70%) of the average WSCH/FTE ratio of the institution.

**VIII D2c.**

The WSCH/FTE ratio shall be established by calculating the average of the WSCH/FTE at census. **VIII D2d.**

Any teaching assignment arising from Paragraph VIII D2 shall not exceed three (3) lecture hours or five (5) non-lecture weekly contact hours or any equivalent combination thereof.

**VIII D2e.**

Paragraph VIII D2b shall not exceed the prorated non-teaching portion of a standard work load assignment involving a combination of teaching and non-teaching assignments.

**VIII D2f.**

The affected Unit Member in the instructional area shall be consulted before changes in a Unit Members work load are implemented.

**VIII D3. INCOMPLETE TEACHING WORK LOAD**

A Unit Member shall (when in any one semester, for any other reason except as provided for elsewhere in this Article, does not have a Standard Teaching Work Load):

**VIII D3a.**

Accept an additional teaching assignment during the following semester, equivalent to the reduced teaching work load; or

**VIII D3b.**

Accept a non-teaching assignment during the semester of occurrence or that which immediately follows as mutually determined by the Unit Member and the appropriate dean, provided such assignment shall be equivalent to the reduced teaching load and appropriate and meaningful to the instructional program or for the good of the college. The

Superintendent/President shall determine the assignment in the event agreement cannot be reached between the Unit Member and the appropriate dean as to the assignment which is intended to remedy the incomplete teaching work load.

#### **VIII E. TEACHING WORK LOAD CREDIT SYSTEM**

A Unit Member may elect to accept an additional teaching assignment, above the Standard Teaching Work Load to be credited for future use as provided below. Such credit may be accumulated to a maximum of forty (40) percent of a Standard Teaching Work Load at any one time. Such credit may be used for:

##### **VIII E1.**

A reduced load in a subsequent semester, not to exceed twenty (20) percent of a standard teaching work load in any given semester, or

##### **VIII E2.**

Work load credit may be used when a class does not meet enrollment requirements and is canceled, not to exceed twenty (20) percent of a Standard Teaching Work Load in any given semester. Such credit may be used only for reasons stated above and such credit must be used within the two (2) semesters immediately following the one in which the credit was earned. If the credit is not used within two (2) semesters immediately following the one in which the credit was earned, unit members will be paid the accumulated load at the current overload rate in place at the time the cash payment is made to the unit member.

#### **VIII G. OVERLOAD, EXTRA ASSIGNMENTS, SUMMER SCHOOL, AND WEEKEND ASSIGNMENTS**

##### **VIII G1.**

Overload, Extra Assignments, summer school, and weekend assignments shall be subject to mutual agreement by the Unit Member and the District. Mutual agreement between the Unit Member and the District shall be indicated by the signing of a schedule reflecting tentative approval of the overload, extra assignments, summer school, and weekend assignment.

## **VIII G2.**

Instructional overload assignments shall not exceed 60% of a standard work load except as mutually agreed to by the Association, Unit Member, the Vice President of Instruction or designee, and approved by the Superintendent/President.

### **VIII G 2.1**

A Unit Member may, as part of their totally allowed 1.60 workload, assume responsibilities attached to a grant or special assignment. The assigned time for such a position may not exceed a 1.0 of the allowed workload.

### **VIII G 2.2**

Stipends, including those for grants or special projects may be approved for an amount of compensation not to exceed \$10,000 during the academic year. Summer stipends for grants or special projects may be approved for an amount up to \$10,000.

Exceptions may be granted under special circumstances if mutually agreed to by the Association, Unit Member, the Vice President of Instruction or designee, and approved by the Superintendent/President. Such stipends do not impact the 1.60 workload described above.

### **VIII G 2.3**

The distribution of overload teaching assignments among unit members in the same discipline shall be equitable as reasonably practicable.

### **VIII G 2.4**

For Fall 2014 and thereafter, the rate of compensation for overload/summer school assignment(s) shall be the highest Associate Faculty lecture and laboratory hourly rate.



The Associate Faculty lecture and laboratory rates used in this computation will be the rates reflected on the regular Associate Faculty salary schedule as of July 1 of each academic year.

#### **VIII G5. Overload for Non-Teaching Unit Members**

In addition to the provisions of VIII G1 through G4 above, overload for non-teaching unit member (1372 or 35 weekly hours of service) will commence with the approval of the appropriate Vice President or designee after the unit member has completed their weekly contracted hours of service as defined by the non-teaching unit member's approved calendar. Unit member will submit a separate calendar for all overload hours.

### **VIII H. SEMESTER LOAD BANKING**

#### **VIII H1.**

Unit Members shall accumulate the equivalent of six classes or 1.2 FTE load taught in conformance with their individual contract in order to qualify for a semester off. Unit Members may not accumulate more than the equivalent of six classes or 1.2 FTE load taught in conformance with their original contract. Librarians and counselors shall bank credit utilizing a conversion factor of 35 hours to every 5 days. These units must be accumulated after the individual contract (load sheet and/or calendar) has been approved.

Unit Members must utilize banked load within two (2) years of accumulating the 1.2 FTE. If banked load is not used within two (2) years of accumulating the 1.2 FTE, the Unit Member will be paid the accumulated load at the current overload rate in place at the time the cash payment is made to the Unit Member.

Unit Members who acquired and banked load in excess of 1.2 FTE prior to December 31, 2009 shall not be subject to automatic payment of that

accumulated load. Unit Members who acquire and bank load after January 1, 2010 shall be subject to automatic payment when banked load exceeds 1.2 FTE.

**VIII H2.**

The number of Unit Members participating in the load banking leave policy shall be at the sole discretion of the District.

**VIII H3.**

No more than two Unit Members may take credit bank leaves in a given semester.

**VIII H4.**

No more than one Unit Member of a discipline or single department may take a credit bank leave in a given semester.

**VIII H5.**

Use of banked leave shall not have a negative effect on a Unit Members eligibility for sabbatical leave.

**VIII H6.**

A Unit Member shall notify his/her immediate supervisor of his/her intention to utilize banked leave no later than the first day of the fall semester for a leave commencing the subsequent spring or the first day of spring semester for a leave commencing the subsequent fall semester. (See Appendix D)

**VIII H7.**

Every effort shall be made to accommodate a Unit Members request to utilize a banked leave; however, it is recognized that a leave may be postponed under circumstances in which the absence of the Unit Member would jeopardize the educational program. Postponement of banked leave under this section by the administration shall extend the time, in semester increments, within which such leave must be taken by the same amount of time as the postponement period. For example, if the district postpones a leave because of the need for a Unit Member to teach a particular course and/or program, the two year limitation shall be extended by one semester.

Additional postponements by the District shall increase the limitation in one semester increments. Each postponement shall be in writing and shall not be arbitrary or capricious.

**VIII H8.**

When two or more Unit Members from the same department or area apply to use banked leave and both /all cannot be accommodated, those Unit Members who have not previously taken banked leave shall have priority in order of seniority.

**VIII H9.**

Once a Unit Member has elected how an overload class shall be categorized, it cannot be changed in any way without mutual consent of both parties.

**VIII I. SUMMER INTERSESSION TEACHING ASSIGNMENT**

**VIII I1.**

Summer intercession teaching assignments shall be determined in accordance with the following selection criteria in order of priority:

**VIII I1a.**

Membership in the Unit as defined in Article I of this agreement.

**VIII I1b.**

Possession of or established equivalency for appropriate teaching qualifications in the applicable field of instruction at the time of assignment.

**VIII I1c.**

Recency of formal preparation or other evidence of currency in the field of instruction (i.e., continued formal professional development efforts), as determined through the equivalency process.

**VIII I1d.**

Recent experience teaching in the discipline of instruction; specific course experience is preferred.

**VIII I1e. Seniority**

An occasional exception is permissible to encourage an outstanding nationally/internationally acclaimed individual to teach a single class in his/her field of expertise.

**VIII I2.**

Summer intersession teaching assignments, whenever possible, shall be determined for general publication no later than three (3) weeks prior to the start of the intersession(s).

**ARTICLE IX: ASSIGNMENT**

District management shall make preliminary assignments within the college for the ensuing semester or session as soon as administratively practical. Such assignment shall include but not be limited to courses to be taught and other responsibilities. Nothing in the preliminary assignment shall be construed as limiting the right of District management from asking any changes in such assignments or programs.

**IX A. Class Size Maximum**

**IX A1.**

The appropriate dean in consultation with the departmental chairperson will be responsible for determining needs for maximum class sizes, except in classes for which size is determined by an authorized outside agency. In determining needs for maximum class size, the following shall be considered:

**IX A1a.**

History of and estimates of student demand.

**IX A1b.**

History of drop rate and no-show rate in the Unit Members courses.

**IXA1c.**

Availability of appropriate facilities.

**IX A1d.**

Student work load factor.

**IX A1e.**

Instructional format and differences in course objectives.

**IX A1f.**

Legal limits regarding space requirements/person for the facility being used.

**IX A1g.**

Quality of instruction.

**IX A2. Procedures**

**IX A2a. For Existing Classes**

Existing class maximum (as found in the college class maximum file) shall prevail for the term of this contract unless a review is requested by the Unit Member. In the latter case, the class maximum will be determined through the same procedures as for a new course offering.

**IX A2b. For New Courses**

**IX A2b1.**

All new course proposals shall go through established instructional areas. Instructional areas shall identify specific class size maximums for each course proposal and forward their recommendations to the Curriculum Committee for review and approval.

**IX A2b2.**

Once approved by the Curriculum Committee, the class maximum shall remain in effect unless re-addressed by the instructional area or the Office of Instruction.

**IX A2b3.**

Should the Curriculum Committee and the instructional area fail to come to an agreement on any class size maximum, the matter shall be referred to the Superintendent/President. The Superintendent/President, upon consultation with the department chairperson and appropriate dean shall determine the class size maximum for the class size in dispute.

**IX A2b4.**

Major revisions in course format objectives that require change in existing class size maximums shall be taken through the same procedure as for a new course proposal.

**IX A3. CLASS MAXIMUMS**

Once class maximums have been established, the vice-president of student services, assisted by the vice-president of instruction shall devise an enrollment procedure which will insure, insofar as possible, that as of the beginning of the second week of instruction, enrollments shall not exceed class size maximums, except:

**IX A3a.**

Class size maximum may be exceeded by twenty (20) percent with the written consent of the Unit Member,

**IX A3b.**

Class size maximum may be exceeded to accommodate students who need a particular course for graduation.

**IX A4.**

Regardless of whether or not class maximums have been reached by the end of the late regular registration period, the Unit Members written consent shall be required to admit students into class.

**IX A5.**

It shall be the responsibility of the appropriate dean to post a new printout of established class size maximums at least one (1) day previous to the beginning of registration. It shall be the responsibility of each Unit Member to check the posted printout previous to registration to insure that no clerical errors have been made.

**IX A6.**

Established class size maximums may be reviewed and changed periodically following established procedures stated in this section.

## **IX B. DETERMINING CLASS TYPES**

### **IX B1. Procedure for Existing Courses**

Existing class types (as based on the State mandated course activities measures file) shall prevail unless a review is requested by the Unit Member or Instruction Office through established procedures. In the latter case, the class type will be determined through the same procedures as for a new course offering.

### **IX B2. Procedure for New Course Proposal**

The same procedure shall be used for determining the ranking of a course into a class type as is outlined for determining class size maximums. The new course proposal form shall provide a space for class type recommendation by the instructional area to the Curriculum Committee.

## **ARTICLE X: EVALUATIONS**

Definitions:

(Contract) Tenure-Track faculty: Unit Members that are untenured and probationary.

(Regular) Tenured faculty: Unit Members that are permanent and tenured

Academic Year: Pursuant to Education Code Section 87605, a faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent of the first academic year.

### **XA. Tenue-Track Teaching Unit Member (Faculty)**

Tenure-track teaching Unit Members will be evaluated each year during the first four years of service. At minimum, such evaluation will include classroom observations, student evaluations, self-evaluation, team evaluation summary, and an administrative review. Documents used in the evaluation process include the Classroom Observation form, Student Evaluations Summary form, Self-Evaluation form, the Administrative Review form, the Team Evaluation Summary form, and the Tenure-Track Faculty Evaluation Process Summary. For tenure-track teaching unit members who begin employment in the spring semester of the academic year rather than the fall, the spring semester does not count toward the four years of probationary service toward tenure. However, that spring semester's performance may be

used to inform the evaluation.

### **X A1. Evaluation Timelines**

Evaluations must be completed by the end of the fall semester. For tenure-track teaching Unit Members hired in the spring semester, the first evaluation shall occur in the spring semester of hiring and then each fall semester thereafter. Classroom observation, student evaluations, self-evaluation, administrative review, and the team evaluation summary will be completed during the fall semesters for each of the first four (4) years of service. The administrative review will also be completed during each spring semester for the first four (4) years of service. The addition of the classroom observation, student evaluations, self-evaluation, and team evaluation summary may be included in the spring semesters by request of the tenure-track teaching Unit Member, department chair/director (and/or other appropriate tenured faculty member), or supervising administrator.

### **X A2. Evaluation Orientation and Team**

In the first term of the year of service, Vice President of Instruction or Vice President of Student Services (as appropriate) or a designee will first convene a meeting to orient the tenure-track teaching unit member to the evaluation process. This orientation may be conducted in a group format with all of the tenure-track faculty to be evaluated and the appropriate Vice President or designee. Following the orientation, an evaluation team consisting of the tenure-track teaching Unit Member being evaluated, faculty department chair/director (and/or other appropriate tenured faculty member), and supervising administrator will meet to establish time lines and specific means of evaluation. In instances where a discipline is subject to direct or indirect supervision from more than one dean, there may be more than one supervising administrator. Other members, either tenure-track or tenured may be added to the team by mutual consent.



### **X A3. Evaluation Process**

The evaluation procedure will consist of a Classroom Observation, Student Evaluation, Self-Evaluation, Administrative Review, and Team Evaluation Summary.

#### **X A3a. Classroom Observation**

Members of the evaluation team will conduct classroom or online observations of the tenure-track teaching unit member to evaluate the following criteria:

- XA3a 1.** Depth/Breadth of Knowledge
- XA3a 2.** Educational Methods and Techniques
- XA3a 3.** Effectiveness of Communications
- XA3a 4.** Rapport

#### **X A3b. Student Evaluations**

All sections taught by the tenure-track teaching Unit Member during the semester the evaluation is being conducted shall be provided the student evaluation instrument giving students enrolled in each section an opportunity to provide feedback via survey distributed during a regularly scheduled class meeting. The student evaluations will be conducted during the final two-thirds (2/3) of the class meetings and will be conducted according to the guidelines provided with the student evaluation instrument.

#### **X A3c. Self-Evaluation**

A self-evaluation is required for all tenure-track teaching Unit Members as part of the evaluation. The tenure-track teaching Unit Member being evaluated will complete a self-evaluation and submit to the evaluation team to review no later than seven (7) days prior to the final evaluation team meeting.

Please answer the following Reflection Questions:

- 1) What have you done to improve your understanding of anti-racism, equity, equity-mindedness, and/or equity as it relates to your field and MSJC? This might include, but is not limited to the following:
  - Curriculum review related to anti-racism, decolonization, and equity
  - Participation in anti-racism and equity related workshops/institutes
  - Review of professional materials and best practices for equity in your field and/or
  - Review of your student success data
- 2) How have you used and/or how will you use these understandings to improve your practice and/or help close opportunity gaps?
- 3) What additional trainings and resources, whether offered by MSJC or others, would be helpful in continuing your development of equity-minded and anti-racist practices?

Purpose: This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how we can individually and collectively work to improve student outcomes for historically under-represented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change.

The self-evaluation will incorporate an equity reflection that is non-punitive. This reflection is intended to foster a conversation and to facilitate discussion among colleagues that reflects on how faculty can individually and collectively work to improve student outcomes for historically underrepresented groups and disproportionately impacted populations. The reflection should be used to help advance individual professional development and institutional dialogue on change and development.

#### **X A3d. Administrative Review**

The appropriate District administrator will conduct an administrative review of the tenure-track teaching Unit Member's performance and rate the required duties as described in section VIII.B.2.b as satisfactory, unsatisfactory, and/or needs improvement. In addition to the defined required duties in section VIII.B.2.b the administrative review will include consideration of the tenure-track teaching Unit Members' performance of a maximum of three (3) Professional Responsibilities as defined in VIII.B.2.c. The appropriate dean or supervisor will meet with the tenure-track teaching Unit Member during the semester prior ( spring semester preceding a fall semester evaluation) to the conducting of the administrative review to identify which professional responsibilities are being required for evaluation purposes. Only those professional responsibilities designated for consideration during the evaluation period shall be considered in the administrative review.

Any "unsatisfactory" or "needs improvement" rating will have a written explanation and a suggestion for improvement.

#### **X A3e. Team Evaluation Summary**

Upon completion of the evaluation activities, the team will meet in a review conference to delineate the strengths and weaknesses of the tenure-track teaching Unit Member being evaluated. The team evaluation summary will be developed based on this conference, including any recommendations for improvement or follow-up. This report, bearing the signature of each team member and a recommendation to retain or dismiss the tenure-track teaching Unit Member, will become part of the Unit Members personnel record. Evaluations shall be completed during the semester of service in which the evaluation team is convened.

#### **X A4. Performance Deficiencies**

If the results of the evaluation identify performance deficiencies, a remediation

plan will be developed by the committee. This plan will be reviewed by the committee and the tenure-track Unit Member in a meeting prior to the end of the semester in which the evaluation was conducted. The progress in completion of the remediation plan will be evaluated the following semester(s) until completed. Any final recommendations or observations shall be filed in a written report bearing the signatures of the team members, which shall become part of the Unit Members personnel record.

### **XB. Tenure-Track Non-Teaching Unit Member (Faculty)**

Tenure-track non-teaching Unit Members will be evaluated each year during the first four years of service. At minimum, such evaluation will include peer/administrator observations, student evaluations, self-evaluation, team evaluation summary, and an administrative review. Documents used in the evaluation process include the Peer/Administrator Observation form, Student Evaluations Summary form, Self-Evaluation form, the Administrative Review form, the Team Evaluation Summary form, and the Tenure-Track Faculty Evaluation Process Summary.

#### **X Bl. Evaluation Timelines**

Evaluations must be completed by the end of the fall semester. For tenure-track non-teaching Unit Members hired in the spring semester, the first evaluation shall occur in the spring semester of hiring and then each fall semester thereafter. Peer/administrator observations, student evaluations, self-evaluation, administrative review, and the team evaluation summary will be completed during the fall semesters for each of the first four (4) years of service. The administrative review will also be completed during each spring semester for the first four (4) years of service. The addition of the peer/administrator observations, student evaluations, self-evaluation, and team evaluation summary may be included in the spring semesters by request of the tenure-track non-teaching Unit Member, department chair/director (and/or other

appropriate tenured faculty member), or supervising administrator.

### **X B2. Evaluation Orientation and Team**

In the first term of the year of service, the Vice President of Instruction or Vice President of Student Services (as appropriate) or a designee will first convene a meeting to orient the tenure-track non-teaching Unit Member to the evaluation process. This orientation may be conducted in a group format with all of the tenure-track faculty to be evaluated and the appropriate Vice President or designee. Following the orientation, an evaluation team consisting of the tenure-track non-teaching Unit Member being evaluated, tenured faculty department chair/director (and/or other appropriate tenured faculty member), and supervising administrator will meet to establish time lines and specific means of evaluation. Other members, either tenure-track or tenured may be added to the team by mutual consent.

### **X B3. Evaluation Process**

The evaluation procedure will consist of a Peer/Administrator Review, Student Evaluations, Self-Evaluation, Administrative Review, and Team Evaluation Summary.

#### **X B3a. Peer/Administrator Observation**

Members of the evaluation team will conduct observations of the tenure-track non-teaching Unit Member to evaluate the following criteria:

**XB3a 1.** Depth/Breadth of Knowledge

**XB3a 2.** Methods/Techniques

**XB3a 3.** Effectiveness of Communications

**XB3a 4.** Rapport

#### **X B3b. Student Evaluations**

During the semester the evaluation is being conducted students that have direct interactions with the tenure-track non-teaching Unit Member shall be provided the

student evaluation instrument giving them an opportunity to provide feedback. The student evaluations will be conducted according to the guidelines provided with the student evaluation instrument.

### **X B3c. Self-Evaluation**

A self-evaluation is required for all tenure-track non-teaching Unit Members as part of the evaluation. The tenure-track non-teaching Unit Member being evaluated will complete a self-evaluation and submit to the evaluation team to review no later than seven (7) days prior to the final evaluation team meeting.

### **X B3d. Administrative Review**

The appropriate District administrator will conduct an administrative review of the tenure-track non-teaching Unit Member's performance and rate the required duties as described in section VIII.B.2.b as satisfactory, unsatisfactory, and/or needs improvement. In addition to the defined required duties in section VIII.B.2.b the administrative review will include consideration of the tenure-track non-teaching Unit Members performance of a maximum of three (3) Professional Responsibilities as defined in VIII.B.2.c. The appropriate dean or supervisor will meet with the tenure-track non-teaching Unit Member during the semester prior (spring semester preceding a fall semester evaluation) to the conducting of the administrative review to identify which professional responsibilities are being required for evaluation purposes. Only those professional responsibilities designated for consideration during the evaluation period shall be considered in the administrative review.

Any "unsatisfactory" or "needs improvement" rating will have a written explanation and a suggestion for improvement.

### **X B3e. Team Evaluation Summary**

Upon completion of the evaluation activities, the team will meet in a review conference to delineate the strengths and weaknesses of the tenure-track non-teaching Unit Member being evaluated. The team evaluation summary will be developed based on this conference, including any recommendations for improvement or follow-up. This report, bearing the signature of each team member and a recommendation to retain or dismiss the tenure-track non-teaching Unit Member, will become part of the Unit Members personnel record. Evaluations shall be completed during the semester of service in which the evaluation team is convened.

#### **X B4. Performance Deficiencies**

If the results of the evaluation identify performance deficiencies, a remediation plan will be developed by the committee. This plan will be reviewed by the committee and the tenure-track Unit Member in a meeting prior to the end of the semester in which the evaluation was conducted. The progress in completion of the remediation plan will be evaluated the following semester(s) until completed. Any final recommendations or observations shall be filed in a written report bearing the signatures of the team members, which shall become part of the Unit Members personnel record.

#### **X C. Tenured Faculty**

Tenured Unit Members will be evaluated once every three years. The evaluation will take place in the spring semester of the third year after receiving tenure and each sixth spring semester thereafter. At minimum, such evaluation will include classroom observations, student evaluations, team evaluation summary, and an administrative review. The self-evaluation is optional for tenured Unit Members. Documents used in the evaluation process include the Classroom Observation form, Student Evaluations Summary form, Self-Evaluation form (optional), the Administrative Review form, the Team Evaluation Summary form, and the Tenured Faculty Evaluation Process Summary.

### **X C1. Evaluation Timelines**

Evaluation shall occur only in a regularly scheduled semester of college operation and must be completed by the end of the spring semester. Classroom observations, student evaluations, self-evaluation (optional), administrative review, and the team evaluation summary will be completed during the semester the evaluation is being conducted. Evaluation of tenured faculty shall occur with greater frequency at the request of the Unit Member or supervising administrator.

### **X C2. Evaluation Team**

An evaluation team consisting of the tenured Unit Member being evaluated, tenured faculty department chair/director (and/or other appropriate tenured faculty member), and supervising administrator will meet to establish time lines and specific means of evaluation. Other members, either tenure-track or tenured may be added to the team by mutual consent.

### **X C3. Evaluation Process**

The evaluation procedure will consist of a Classroom Observation, Student Evaluation, Self-Evaluation (optional), Administrative Review, and Team Evaluation Summary.

#### **X C3a. Classroom or Peer/Administrator Observation**

Members of the evaluation team will conduct classroom/online observations of the tenured teaching Unit Members courses or complete the peer/administrator observation for tenured non-teaching Unit Members to evaluate the following criteria:

- XC3a 1.** Depth/Breadth of Knowledge
- XC3a 2.** Educational Methods and Techniques
- XC3a 3.** Effectiveness of Communications
- XC3a 4.** Rapport



### **X C3b. Student Evaluations**

All sections taught by the tenured Unit Member during the semester the evaluation is being conducted shall be provided the student evaluation instrument giving students enrolled in each section an opportunity to provide feedback during a regularly scheduled class meeting. The student evaluations will be conducted during the final two-thirds (2/3) of the class meetings and will be conducted according to the guidelines provided with the student evaluation instrument. For non-teaching tenured Unit Members, students that have direct interactions with the tenured non-teaching Unit Member shall be provided the student evaluation instrument giving them an opportunity to provide feedback.

### **X C3c. Self-Evaluation**

A self-evaluation is optional for all tenured Unit Members. If the tenured Unit Member chooses to do a self-evaluation it will be submitted to the evaluation team to review no later than seven (7) days prior to the final evaluation team meeting.

### **X C3d. Administrative Review**

The appropriate District administrator will conduct an administrative review of the tenured Unit Members performance and rate the required duties as described in section VIII.B.2.b as satisfactory, unsatisfactory, and/or needs improvement. In addition to the defined required duties in section VIII.B.2.b the administrative review will include consideration of the tenured Unit Members performance of a maximum of three (3) Representative Duties as defined in VIII.B.2.c. The appropriate dean or other district administrator will meet with the tenured Unit Member one semester prior (or earlier) to the conducting of the administrative review to identify which representative duties are being required for evaluation purposes. Only those representative duties designated shall be considered in the administrative review.

Any “unsatisfactory” or “needs improvement” rating will have a written explanation and a suggestion for improvement.

#### **X C3e. Team Evaluation Summary**

Upon completion of the evaluation activities, the team will meet in a review conference to delineate the strengths and weaknesses of the tenured Unit Member being evaluated. The team evaluation summary will be developed based on this conference, including any recommendations for improvement or follow-up. This report, bearing the signature of each team member and a recommendation to retain or dismiss the tenured Unit Member, will become part of the Unit Members personnel record. Evaluations shall be completed during the semester of service in which the evaluation team is convened.

#### **X C4. Performance Deficiencies**

If the results of the evaluation identify performance deficiencies, a remediation plan will be developed by the committee. This plan will be reviewed by the committee and the tenured Unit Member in a meeting prior to the end of the semester in which the evaluation was conducted. The progress in completion of the remediation plan will be evaluated the following spring semester. Any final recommendations or observations shall be filed in a written report bearing the signatures of the team members, which shall become part of the Unit Member's personnel record.

#### **X E.**

With respect to Article X, the grievance procedure shall be used solely for the purpose of challenging alleged violation of specific provisions of this contract relating to evaluation procedures and not the substance upon which the Unit Member is evaluated.

#### **X F. Release Time for Association Business**

1.0 FTE release time will be provided each semester for Association work (Association President and negotiators). Prior to each semester where negotiations are scheduled to take place, the Association will confer with the District to create a common schedule of release time for negotiations.

## **ARTICLE XI: DEPARTMENT CHAIRS**

### **XI A. COMPENSATION FOR DEPARTMENT CHAIRS**

**XI A1.** Maintain current department chair positions.

**XI A2.** Compensation during the Fall and Spring Semesters will be in the form of release time

**XI A3.** Compensation during the Fall and Spring Semesters will be based on FTES in the department/discipline, using the average of the previous three (3) fall semesters. (For example, FA23 and SP24 release time is based on the average FTES of FA22, FA21, and FA20.

**XI A4.** 850 FTES = 1 full-time position FTEF

### **XI B. DEPARTMENT CHAIR DUTIES**

**XI B3a.** Recruit part-time faculty

**XI B3b.** Coordinate evaluation of part-time faculty

**XI B3c.** Facilitate joint hiring proposal with department

**XI B3d.** Coordinate with dean to schedule the spring, fall, and summer classes at all MSJC sites and order textbooks for these classes.

**XI B3e.** Coordinate with departmental faculty to staff class offerings.

**XI B3f.** Coordinate development and revision of departmental curriculum

**XI B3g.** Coordinate submission of RAPs

**XI B3h.** Be available to assist newly hired faculty with orientation activities

**XI B3i.** Approve professional development activities for part-time faculty

**XI B3j.** Receive and participate in process as appropriate for student grievances, complaints.

**XI B3m.** As appropriate, assign work tasks to employees, both faculty and classified. The latter includes but is not limited to Instructional Aides/Associates as well as those performing clerical functions.

### **XI C. EXTRA DUTIES**

All extra duties associated with specialized departments will have coordination between the Department Chair and the area dean to determine appropriate compensation, which will be submitted to the Vice President for consideration and approval based on District funds.

### **XI D. DEPARTMENT CHAIR EVALUATION (Use previously developed chair evaluation form)**

**XID 1.** The evaluation of a department chair/faculty, director/faculty, coordinators is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

**XID 2.** During a Unit Members service as a department chair, the performance of the department chair's duties and responsibilities as described in section VIII.B.3 shall be evaluated at the end of the first year of service as department chair and at least once every other academic year thereafter.

**XID 3.** The evaluation of a department chair shall be conducted by the supervising administrator or designee and shall consist of Chair Evaluation Form being distributed to all full-time and part-time faculty within the departments overseen by the chair. The faculty within the department(s) shall be given ten (10) working days to complete the form and return to the supervising administrator or designee. The supervising administrator or designee shall record the evaluation

results and meet with the department chair to discuss. Upon review of the results of the Chair Evaluation form the department chair may submit written comments on the evaluation within ten (10) working days, which will be appended to the evaluation.

**XID 4.** The overall evaluation will be rated meets/exceeds expectations, needs improvement, or unsatisfactory. A rating of needs improvement must be accompanied by written recommendations for improvement, goals, and timeline to meet goals. Another evaluation will take place the following semester to document improvement. A rating of unsatisfactory may result in the removal of department chair duties from the Unit Member.

**XID 5.** The evaluation of a department chair/faculty director/faculty coordinators is a specialized evaluation that is separate from and in addition to the normal evaluation of the department chair as a faculty member.

## **ARTICLE XII: ONLINE INSTRUCTION/SERVICE**

Definition of online instruction: any course provided, full or in part, via the internet. Examples include but may not be limited to courses designated as “real time,” “anytime,” “hyflex”, “hybrid,” or “fully online.”

Definition of online service: interaction between non-instructional faculty and students, such as virtual counseling appointments or providing librarian services, via an internet service provider.

### **XII A. ASSIGNMENT**

**XIA 1.** No Unit Member may be assigned to any online course section/service without the Unit Members consent.

**XIA 2.** As with all assignments, the supervising Dean of the discipline maintains the right of assignment, and faculty loads should be created with the intent of creating assignments that allow Unit Members to fulfill Unit Member service

requirements. Assignments of online classes/service that exceed 60% of a Unit Members load must have both the recommendation of the department chair and the approval of the Vice President or designee.

**XIA 3.** Unit members will be provided the necessary computer equipment by the District in their offices to complete their online instruction/service.

## **XII B. VIRTUAL OFFICE HOURS**

**XIIB 1.** Unit Members with an online teaching load may conduct virtual office hours to provide reasonable access to students. The proportion of virtual office hours to on campus office hours will not exceed the proportion of online teaching load to total teaching load. There will be a maximum of three (3) virtual office hours.

**XIIB 2.** Virtual office hours will be defined as the use of electronic (e-mail, chat, threaded discussions, etc.) and/or other telecommunications technologies to communicate with students to address the needs of students who are enrolled in a Unit Members courses.

**XIIB 3.** Schedule of virtual office hours must be recorded on self-service along with other office hours for documentation before the second week of instruction. Information regarding virtual office hours must be posted along with on campus office hours within the designated area for posting such information, including all course syllabi.

## **XIIC. COURSE CONTENT AND INTELLECTUAL PROPERTY RIGHTS**

**XIIC 1.** Any original content for a fully online or hybrid course, and/or content for any other course shall be owned exclusively by MSJC though the faculty member may use the original content but not for financial gain.

**XIIC 2.** All content for online and hybrid courses must be available to students and for course evaluation purposes via the course management system licensed by MSJC. However, Unit Members may also provide access to content and materials residing outside of the MSJC course management system providing information to those resources are located within the MSJC course management system.

*(Per AP 3715)*

## **XIID. ONLINE EVALUATION**

Unit Members teaching online sections shall be evaluated using the same evaluation criteria as listed in the appropriate section X.A, X.B, or X.C with the following exceptions:

**XIID 1.** Administrator, peer and student evaluation tools used to evaluate Unit Members teaching online will be available in print or electronic format.

**XIID 2.** Any changes to the evaluation tools used for classroom or peer/administrator observations, student evaluations, self-evaluations, or the administrative review of online courses require approval of the MSJCFA.

**XIID 3.** Online course content must be available and accessible via the approved MSJC Learning Management System.

**XIID 4.** Unit Members teaching online shall demonstrate they are maintaining regular effective contact with their student via the posting of course-wide announcements, participation in the discussion board area, and the use of other communication technologies, including, but not limited to: e-mail, online conferencing software, web-based virtual learning environments, etc.

**XIID 5.** In addition to those duties listed in section VIII.B.2.b, Unit Members teaching online must include the following information within their online course shell(s):

**XIID5 a.** A digital version of their course syllabus posted by the first day a course is scheduled to begin

**XIID5 b.** Course content for at least the first week must be complete and available in the course shell by the first day the section is scheduled to begin

**XIID5 c.** MSJC e-mail account information

**XIID5 d.** Virtual accessibility information

**XIID5 e.** Scheduled times for instructor and student interaction

**XIID5 f.** Information regarding how student assignments will be collected

**XIID5 g.** A designated area where students who are officially enrolled in a course can request asynchronous assistance with questions about the course.

**XIIE.** Unit members will be provided the necessary computer equipment by the District in their offices to complete their online instruction/service.

### **ARTICLE XIII: LEAVE PROVISIONS**

Accumulated illness and injury leave may be used at any time a Unit Member is scheduled to work at the then applicable rate of pay.

#### **XIII A.**

The benefits which are expressly provided by this section, Article XI, and Article XII, are the sole benefits and only leave provision benefits provided by the Education Code which are part of this agreement, and it is agreed that other statutory or regulatory leave benefits are not incorporated, either explicitly or implicitly, into this agreement, nor are such other benefits subject to the Grievance Procedure, Article V.

#### **XIII B. Personal Illness and Injury Leave**

##### **XIII B1.**

Unit Members employed on an annual contract of 176 service days shall be entitled to ten (10) days leave with full pay each school year for purposes of personal illness or injury. Those Unit Members employed on annual contract of 196 service days shall be entitled to the 10 days specified in the education code and one additional day for sick leave for a total of 11 days annually.

##### **XIII B2.**



After all leave earned pursuant to EC87781 (10 days) is exhausted, a Unit Member “who is absent from his or her duties on account of illness for a period of more than five school months, or when a person is absent from his or her employment on account of illness or accident for a period of five school months or less whether or not the absence arises out of or in the course of the employment of the employee, he or she shall receive ‘(60%)’ of his or her regular salary during the period of the absence...”, The five (5) month period shall begin on the 11th day of absence and extend for a five month period. If the Unit Member has accumulated sick leave he or she will continue to receive full pay until they have exhausted all accumulated leave after which they will receive 60% of their pay for the remainder of the five month period if any remains.

**XIII B3.**

If a Unit Member does not utilize the full amount of leave as authorized in Paragraph XI B1 above in any school year, the amount not utilized shall be accumulated from year to year.

**XIII B4.**

Upon request by the appropriate dean, a Unit Member shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. The District may require the Unit Member to visit a medical doctor chosen by the District and make all necessary inquiries in order to be fully informed as to the nature and severity of the illness or injury, and to report such findings to the Superintendent/President or designee. If the report concludes that the absence is not due to personal illness or injury, or that the illness is not sufficiently severe to warrant continued absence, then the Superintendent/President or designee, after notice to the Unit Member, may refuse to grant such leave.

**XIII B5.**

Whenever possible, a Unit Member must contact the appropriate dean as soon as the need to be absent is known. Failure to provide reasonable notice shall be grounds for denial of leave with pay or other disciplinary action.

**XIII B6.**

A Teaching Unit Member who obtains and utilizes approved leave shall do so by utilizing sick leave at the rate of one-half day for any absence of a half day or less and a full day for any absence on a given day of more than half-a-day. A Non-Teaching Unit Member who obtains and utilizes approved leave shall do so by utilizing sick leave at the rate of one hour of usage per one hour of absence. A day will be 6 or 7 hours in length (see work day in Articles VII. A. 14 and VIII. B and VIII. B. 4. a & b).

**XIII B7.**

A Unit Member shall not be allowed to return to work and shall be placed on leave without pay if the Unit Member fails to notify the District of intent to return to work at least two (2) hours prior to the close of the preceding work day if such failure results in a substitute being secured.

**XIII C. Personal Necessity Leave**

**XIII C1.**

Leave which is credited under XI.A of this Article may be used, at the Unit Members election, for purposes of personal necessity, provided that use of such personal leave does not exceed six (6) (EC 87781.5) days in any school year.

**XIII C2.**

Unit Members may request personal necessity leave without stating a reason for the requested leave.

Personal necessity leave shall not be used for job interviews with another employer, travel to another employment location, other employment requirements or recreational activities. These shall be considered prohibited uses of personal necessity leave. Any Unit Member who uses personal necessity for a prohibited activity as stated above shall be subject to appropriate disciplinary action(s) as determined by the District.

**XIII D. Bereavement Leave**

**XIII D1.**

A Unit Member shall be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state or if 500 miles of one way travel is

required, without loss of salary on account of the death of any member of his/her immediate family.

**XIII D2.**

For purposes of this provision, a member of the immediate family shall be limited to mother, father, grandmother, grandfather, or a grandchild of the Unit Member, or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the Unit Member, or any relative living in the immediate household of the Unit Member, or another person designated by the Superintendent/President.

**XIII E. Leave for Pregnancy Disability**

**XIII E1.**

A Unit Member is entitled to use sick leave as set forth in Paragraph XIII B1 and XIII B2 for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leave of absence from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Members physician; however, the District management may require a verification of the extent of the disability through a physical examination of the Unit Member by a physician appointed by the District.

**XIII E2.**

A Unit Member is entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave as set forth in XI B1 and XI B2 has been exhausted. The date on which the Unit Member shall resume duties shall be determined by the Unit Member on leave and the Unit Members physician; however, the District management may require a verification of the extent of disability through a physical examination of the Unit Member by a physician appointed by the District.

### **XIII F. Industrial Accident Leave**

#### **XIII F1.**

A Unit Member will be entitled to industrial accident leave according to the provisions in Education Code Section 87787 for personal injury which has qualified for worker's compensation under the provisions of the District self-insured program for employees.

#### **XIII F2.**

Such leave shall not exceed sixty (60) days during which the college is required to be in session or when the Unit Member would otherwise have been performing work for the District in any one (1) fiscal year for the same industrial accident.

#### **XIII F3.**

The District has the right to have the Unit Member examined by a physician designated by the District to assist in determining the length of time during which the Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

#### **XIII F4.**

For any days of absence from duty as result of the same industrial accident, the Unit Member shall endorse to the District any wage loss benefit check from the District self-insured program for employees which would make the total compensation from both sources exceed one hundred (100) percent of the amount the Unit Member would have received as salary had there been no industrial accident or illness. If the Unit Member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the Unit Members salary warrant the amount of such disability indemnity actually paid to and retained by the Unit Member.

### **XIII G. Judicial Leave**

#### **XI G1.**

A Unit Member shall be provided judicial leave for appearance other than that as a litigant or for reasons not brought about through the connivance or misconduct of the employee.

**XI G2.**

The Unit Member, while serving jury duty, will receive full pay and any amount received as jury duty pay shall be given to the District.

**XIII H. Leave Without Pay**

When an absence or leave does not fall within the definition of any other leave provision, it shall be considered a request for leave without pay.

**XIII I. Health Leave**

**XI III.**

The District shall grant a Unit Member, upon request, an unpaid leave for health reasons for two (2) semesters in addition to any other sick leave provided for in this article subject to the following conditions:

**XI IIIa.**

A written statement by the Unit Members physician, or a District appointed physician at the District's option, to the effect that the Unit Member is entitled to such a leave shall be furnished by the Unit Member at the District's request.

**XI IIIb.**

A Unit Member is temporarily unable to perform services because of illness, accident, or quarantine when other illness or accident benefits have been used.

**XI IIIc.**

A Unit Member must have tenure in order to be eligible for such leave.

**XI IIId.**

The District may require a physician's statement, or a District appointed physician at the District's option, stating that the Unit Member is capable

of returning to service before the District grants permission for the Unit Member to return to work.

**J. Catastrophic Leave**

The District shall offer a catastrophic leave program for Unit Members. The District shall have the authority and responsibility to adopt the rules, regulations and guidelines necessary to implement the program in conformance with AB2007.

**ARTICLE XIV: PROFESSIONAL DEVELOPMENT LEAVES**

**XIV A. Definition**

"Professional Development Leave" shall be any leave granted which leads to the improvement of the professional skills of the Unit Member as those skills relate to his/her assigned area of service or to the improvement of the professional standards of the institution. Such leaves may be of short term or long term duration as defined in the provisions of this Article.

**XIV B. Short Term Professional Development Leave**

**XIV B1.**

Short term professional development leaves shall include, but not be limited to, approved attendance at conferences, workshops, experimental or research projects, retreats, seminars and travel to on-site locations, clinics, in-service training programs, competency based programs, short courses, and short work experiences.

**XIV B2.**

The Salary Advancement Committee shall be responsible for establishing a policy to assess needs, determine budgetary flexibility and administer such a program. The committee shall be comprised equally of instructors and district management representatives.

**XIV B3.**

The District shall consider the recommendations of the committee responsible for implementing Paragraph XII B2 when establishing the level of appropriations for financing the short term Professional Development Leave Program.

**XIV C. Long Term Professional Development Leave with Remuneration,  
(hereinafter called a "sabbatical" leave)**

**XIV C1.**

A sabbatical leave with remuneration shall be granted to a Unit Member according to the following terms and conditions.

**XIV C1a.**

The purpose of a sabbatical leave must be to permit study, travel, utilization of fellowships or scholarships, work experience and preparation of educational or instructional materials, that in the determination of the District will benefit the school and students. The District has the authority to determine whether a requested sabbatical leave fulfills this purpose.

Unit Members who are granted sabbatical leave for the purpose of acquiring work experience must report their earnings each month. The amount to be paid by the District plus the amount earned through paid employment shall not exceed the total amount of what the individual's salary would have been had that person been teaching full-time, including cost of retirement contributions and fringe benefits. If earnings from employment do exceed these combined costs, the District shall reduce its payments accordingly.

**XIV C1b. Eligibility**

**XIV C1b 1.**

In order for a Unit Member to be eligible to accumulate years toward a sabbatical leave with remuneration, the Unit Member must be a full time contract faculty (Article X).

**XIV C1b 2.**

In order to be eligible for a first sabbatical leave a Unit Member must have rendered at least seven (7) years of fulltime service immediately preceding the beginning of the leave. In addition, all other terms and conditions contained in this article must have been met.

The minimum interval between any subsequent sabbatical leave shall be in accordance with the provisions of Education Code section 87768, presently at least (6) years of fulltime service immediately preceding the beginning of the subsequent sabbatical leave. This minimum interval required by law between sabbatical leaves may not be shortened for any reason.

**XIV C1c.**

The compensation schedule for a Unit Member on sabbatical shall be determined on the basis of the following:

**XIV C1c 1.**

In order to be eligible for a paid sabbatical leave, in addition to all other conditions, a Unit Member must have at least seven (7) years of fulltime service, exclusive of summer employment, that has not been applied to a prior sabbatical leave.

Sabbatical leaves shall be compensated at the following rate of compensation:

7 years	50%
8 years	66.667%
9 years	83.333%
10 years	100%

**XIV C1c 2.**

The rate of compensation for a Unit Member who is granted a sabbatical leave shall be the percentage of this monthly salary existing during the time of the leave, prorated for the duration of said sabbatical leave.



**XIV C1c 3.**

In the event a Unit Member who has more than 10 years of service when granted a sabbatical leave, the rate of compensation cannot exceed full compensation (100% of the Unit Member's salary for one semester). However, any fulltime service earned beyond that necessary to receive full compensation may be applied to future sabbatical leaves solely for compensation purposes.

**XIV C1d.**

**XIV C1d 1.**

The number of sabbaticals per year shall not exceed 10% of the full time Unit Members, rounded down.

**XIV C1d 2.**

The standard shall be a one (1) semester sabbatical leave. However, if the advantages for a year's sabbatical leave can be established to be sufficiently compelling to the Association and the District; and qualified substitution for the instruction can be arranged; and there are no undue disadvantages for other Unit Members as determined by the Association; and there is no other disruption in the delivery of instructional services as determined by the District, a Unit Member may apply for a sabbatical leave of one year at one-half (1/2) of the salary which would have been received for a one (1) semester sabbatical.

**XIV C1d 3.**

The District shall annually appropriate funds to finance the programs outlined in Article XIVC, Long Term Professional Development Leave With Remuneration, and Article XIV E, Retraining Leaves With Remuneration.

**XIV C1d 4.**

The criteria and priority for granting sabbaticals shall be determined by the Association, and with the concurrence of the

District, will be administered by the Salary Advancement Committee.

Said criteria must include dissemination of some sort that is mutually agreed upon by the District, the Salary Advancement Committee, and the Unit Member. Dissemination may include but is not limited to one of the following: submission of any work created during or as a result of the sabbatical (e.g. a textbook or published work); presentation of sabbatical findings as a professional development activity; sharing of sabbatical findings at a unit or division meeting during the following semester or academic year.

**XIV C1d 5.**

Any Unit Member who has been recommended by the Salary Advancement Committee shall be granted a sabbatical if he/she/they meet all the conditions of this article and the approved policy established pursuant to Paragraph XIV C and provided that qualified substitutes, as determined by the district, are available.

**XIV C1d 6.**

Where the number of requests exceeds the limit allowed per semester, the Salary Advancement Committee shall determine which Unit Members shall receive leave based on the policy established by the Association as indicated in paragraph XIV1d5 above.

**XIV C1d 7.**

The Unit Member must file application for sabbatical leave to the Human Resources Department no later than February 1, for either semester of the following school year, or no later than October 15 for the Spring Semester (if slots remain available at that time). Applications submitted prior to the deadline date will not be given priority. The Salary Advancement Committee will determine

eligibility and shall establish a reasonable time period in which to work with a Unit Member who has applied for a sabbatical but whose proposed program(s) do/does not meet sabbatical standards.

All sabbatical applications will be reviewed at once by the District and the Salary Advancement Committee with decisions disseminated on or before March 1 for spring submissions and November 15 for those submitted in the fall.

**XIV C1d 8.**

Sabbatical leaves granted under this agreement will not be affected by successive agreements.

**XIV C1d 9.**

Absence due to sabbatical leave shall count as a regular period of service and shall not interrupt a Unit Members progress on the salary schedule.

**XIV C1d 10.**

A Unit Member granted a sabbatical leave shall be entitled to all current District fringe benefits, plus retirement contributions on the amount of salary actually received by the Unit Member.

**XIV C1d 11.**

Upon return from a sabbatical leave with remuneration, the Unit Member shall be required to render service to the District twice the length of time granted to the Unit Member for the leave unless the District agrees otherwise.

**XIV C1d 12.**

Compensation shall be paid the Unit Member on leave in the same manner as if the employee were teaching in the District. The Unit Member must sign an affidavit before receiving such compensation agreeing to return to service in the District for the required length of time following his return from the leave (unless otherwise

provided for), or to return that portion of compensation for the leave for which service was not rendered.

**XIV D. Long Term Professional Development Leave Without Remuneration**

The District may grant a Unit Member an unpaid leave of absence of up to one (1) year for professional development which shall include, but not be limited to, additional schooling and/or training, participation in faculty exchange programs, involvement in research efforts and acceptance of assignments to other higher education institutions, agencies, corporations, foundations, or government.

**XIV D1.**

Procedures and criteria for applying for and awarding such leaves shall be developed and applied by the Salary Advancement Committee and recommended to the Superintendent/President.

**XIV D2.**

A Unit Member on unpaid long-term professional development leave shall not retain salary and fringe benefit rights while on leave, nor shall the accumulated time on leave be considered towards salary advancement.

**XIV D3.**

At the expiration of unpaid long-term professional development leave, the Unit Member shall be reinstated, unless Unit Member otherwise agrees, in the position and salary level/step which was held at the time of granting the leave.

**XIV E. Retraining Leaves With Remuneration**

It shall be the philosophy of the District to initiate retraining program(s) to provide opportunities for Unit Members to learn new teaching skills in accordance with current needs of the District, or anticipated needs of the District, in an effort to maintain continued employment within the District for all Unit Members. It is also hoped that should the need for such retraining programs be necessary, that the Unit Members and District will work together cooperatively to

ensure that such needs are met with the least inconvenience and duress to all parties concerned. As such, the following guidelines are established with the intention of review and evaluation in the event that such reassignments become necessary.

**XIV E1.**

Any Unit Member subject to reassignment not of the Unit Members initiated request shall have the right to be heard by association representatives, and to be represented during discussions with the District regarding such reassignments.

**XIV E2.**

The District shall inform any Unit Member in writing, as far in advance as possible, of the need for the Unit Member to receive retraining in order to maintain future employment. Included in the information will be an indication that no full-time position for which he/she/they are qualified and competent exists or is projected to exist according to the Mt. San Jacinto College Education Plan.

**XIV E3.**

Any Unit Member informed by the District of the need to be reassigned to a position for which he/she/they is not fully qualified shall be eligible for a "retraining leave," either full-time or with a reduced load at pro rata pay as worked out with the Instructional Services Committee, or other appropriate committee.

**XIV E4.**

The District and Unit Member shall jointly, in writing, inform the appropriate vice president of the Unit Members desire for a "retraining leave." If the application meets the same deadlines as for sabbatical leave, the Unit Member shall be considered on identical criteria as for sabbatical leave except:

**XIV E4a.**

Minimum eligibility is at five (5) years, with salary beginning at 5/10 for the fifth, sixth, and seventh year.

**XIV E4b.**

Any "retraining leave" request shall have the priority over a sabbatical leave. Should the District not inform the committee by the deadline, it shall provide the Unit Member employment without decrease in salary or benefits until the next slot is available, or increase the budget allotment proportionately to allow for the additional leave. A retraining leave shall in no way affect a Unit Members eligibility for sabbatical leave.

**XIV E5.**

Seniority shall not be the only factor used by the District for determining reassignments.

**ARTICLE XV: REDUCTION IN FORCE**

**XV A.**

At least sixty (60) days before the District mails out any notice recommending the possible non-renewal of any Unit Members contract because of program reduction in area(s) in which the Unit Member is qualified to render services, the District shall meet and confer with the Association with respect to the nature and impact on the Unit Member(s) of such anticipated layoffs.

**XV B.**

The District shall provide each Unit Member with the opportunity to expand the number and kinds of services which Unit Member(s) may be qualified and competent to render in order to prevent Unit Members layoff due to program reduction in the area for which Unit Member is qualified to render services.

**XV C.**

Any Unit Member who has been laid off shall retain statutory preferential recall rights for thirty-nine (39) months unless Unit Member otherwise agrees in writing. The District shall mail to such Unit Member at his/her last updated address a list of existing and anticipated vacancies for academic personnel. The District shall not fill any such vacancy until:

**XV C1.**

Notice of such vacancy or anticipated vacancy has been mailed to each Unit Member who enjoys recall rights, and

**XV C2.**

Such Unit Member has been given a reasonable opportunity to apply for such vacancy or anticipated vacancy.

**XV D.**

The District shall provide the Association copies of all written recommendations and notices of anticipated layoff(s) at the same time that such materials are mailed to the affected Unit Members. The Human Resources Department shall also provide the Association with a list of existing and anticipated academic vacancies and also with a list of the Unit Members who continue to enjoy statutory preferential recall rights.

**XV E.**

If rehired by the District while still under preferential recall rights, a Unit Member shall return to the same position on the salary schedule as previous to the layoff, shall regain all other benefits, and shall be permitted to apply all eligible units earned during his/her/their layoff to salary advancement provided any salary advance shall not exceed the limit elsewhere specified.

**ARTICLE XVI: PERSONNEL RECORD CONTENTS AND INSPECTION**

**XVI A.**

Materials in personnel records on a Unit Member which may serve as a basis for affecting the status of employment are to be made available for the inspection of the person involved.

**XVI B.**

Such material is not to include ratings, reports, or records which were obtained prior to the employment of the person involved; were prepared by identifiable examination committee members; or, were obtained in connection with a promotional examination.

**XVI C.**

Every Unit Member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District, and provided that a Human Resources staff member is available and present during the inspection.

**XVI D.**

Information of a derogatory nature, except material mentioned in Paragraph XVI B, shall not be entered, or filed unless and until the Unit Member is given notice and an opportunity to review and comment thereon. A Unit Member shall have the right to enter, and have attached to any such derogatory statement, his/her/their own comments thereon. Such review shall take place during normal business hours, and the Unit Member shall be released from duty for this purpose without salary reduction.

**XVI E.**

In the event of a grievance in which a Unit Member is being represented by the Association, the Association representative shall be permitted access to the Unit Members file, under the above restrictions, with the Unit Member's written approval.

**XVI F.**

Records of allegations which have been found to be false shall be removed from the Unit Members personnel file and destroyed whenever the law allows.

**ARTICLE XVII: RETIREMENT AND REDUCED LOAD**

**XVII A. Retirement Health Insurance**

**XVII A1. Qualifications**

**XVII A1a.**

Full-time employment with the District in a permanent status for not less than five (5) consecutive years leading to retirement; and

**XVII A1b.**

Employee must be at least the minimum age allowed for retirement according to STRS regulations.

**XVII A1c.**

Employee shall have provided written notice to the Human Resources Department of his/her/their intent to retire in accordance with the following schedule:

**XVII A1c(1).**

By September 1, if employee intends to retire effective the spring semester following.

**XVII A1c(2).**



By March 1, if employee intends to retire effective the fall semester following.

**XVII A2. Retirement Benefit Program Concepts**

**XV A2a.**

District paid medical benefit at the rate established in the first full year of retirement. All subsequent adjustments must be borne by the retiree.

**XVII A2b.**

Retiree must pay for any and all deductible costs, the same as paid by current employees.

**XVII A2c.**

Period of coverage: ten years from date of retirement.

**XVII A2d.**

Retiree dependent coverage shall be offered but any attendant costs shall be fully borne by the retiree. The dependent coverage shall cease upon the termination of the retiree subscription in the program.

**XVII A2e.**

As an alternative to benefits provided above. Unit Members shall have the option of choosing a 10-year Health Reimbursement Arrangement (HRA) account.

The District shall contribute \$8,200 annually toward retiree HRA accounts.

The District shall be responsible for all implementation fees for establishing the HRA accounts and for the monthly maintenance fee for plan participants. All other fees incurred by the retiree will be the responsibility of the retiree.

**XVII B. Reduced Load/Retirement**

**XVII B1. Effective Period of Program:**

The program shall be in effect for the term of this contract.

**XVII B2. Qualifications**

**XV B2a.**

Unit Member must comply with all legal requirements for eligibility.

**XVII B2b.**

Unit Member shall have provided written notice to the District Human Resources Office of his/her/their intent to retire in accordance with the following schedule:

**XVII B2b(1).**

By September 1, if Unit Member intends to retire effective the spring semester following;

**XVII B2b(2).**

By March 1, if Unit Member intends to retire effective the fall semester following.

**XVII B3. Reduced Load Component**

**XVII B3a.**

A qualified Unit Member may request, and at the option of the District, a reduced teaching assignment load (but not less than 50%) for three (3) consecutive years leading to his/her/their retirement. All benefits accruing to Unit Member during this period shall be the same as if employed in a full assignment but on a pro-rated salary compensation structure.

**XVII B3b.**

At the conclusion of the third year of service or earlier, the Unit Member shall retire and receive District paid health benefits at the rate established for his/her/their first year of retirement for a period of ten years following his/her retirement in accordance with the same cost conditions and qualifications governing the full retirement proposal.

**XVII B3c.**

Any dependent coverage cost shall be fully borne by the retiree and shall cease upon the termination of the retiree's subscription in the program.

**XVII C. Golden Handshake-Retirement Incentive**

Any retirement incentive that is offered by the District to any academic employee shall be simultaneously made available to any unit member in the academic bargaining unit. For example, golden handshake, SERP, and/or lump sum payment.

**ARTICLE XVIII: TRANSFERS AND REASSIGNMENTS**

**XVIII A. Transfer and Reassignments Due to Vacancy or New Position**

**XVIII A1.**

Faculty positions shall be posted internally and tenure-track and tenured Unit Members interested in the position shall notify the Human Resources Department in writing by the established due date. Temporary Unit Members are not eligible for transfer and reassignments due to vacancy or new position. The District maintains right of assignment per Article II.

**XVIII A2.**

The transfer/reassignment shall be based on the following criteria:

**XVIII A2a.**

Unit Members with split load assignments have priority over other Unit Members in transfers and reassignments.

**XVIII A2b.**

The Unit Member meets minimum qualifications for the specific vacancy as specified in job posting.

**XVIII A2c.**

Recency of acquired knowledge and/or demonstrated competence based on evaluations and/or recommendations in the subject field or position.

**XVIII A2d.**

Ability to perform all required tasks of the specific vacancy as specified by the job description.

**XVIII A2e.**

If all other criteria are equal, then the Unit Member with the most seniority in the District will be transferred.

**XVIII A2f.**

Transfers from one discipline to another are subject to approval of the District.

**XVIII A3.**

If a request for transfer is denied by the District, the Unit Member may request an explanation. The District shall provide a written response to the Unit Member when requested.

**XVIII A4.**

If no current Unit Member applies for the position, or if qualified members are deemed inappropriate, then the position shall be advertised externally.

**XVIII B. One Semester Transfer to a Second Campus to Correct a Load Deficiency**

**XVIII B1.**

The intent of the District is to have all full-time faculty assigned to one campus.

**XVIII B2.**

When a full-time Unit Member has a load deficiency because of low enrollment or cancellation of a class, the first option is to make up the deficiency on the home campus. If the deficiency cannot be made up on the home campus, the District has the right to transfer the Unit Member to another campus to make up the deficiency. If the deficiency is not made up during the semester in which it occurs, then this procedure will be followed during the next semester.

**XVIII B3.**

This is a one semester transfer unless mutually agreed to by the District and the Unit Member. Before the transfer is made, the District will schedule a meeting with the Unit Member transferred and provide an explanation for the transfer.

**XVIII C. Assignments Resulting in a Split Load Between Work Sites**

**XVIII C1.**

The intent of the District is to assign all full-time faculty to one campus. In the event this is not possible, all split assignments are considered temporary. When it is mutually agreed that a split assignment would be beneficial to the Department and/or the District, then the unit member will be granted reimbursement of \$500 per academic year or \$250 per academic semester to compensate for additional time, responsibility and/or expertise. Unit members with a split load shall also receive mileage reimbursement

**XVIII C2.**

If it is decided that a vacancy at a second campus will result in a split assignment for a Unit Member who currently has a full load on one campus, then the following procedure shall be followed:

**XVIII C2a.**

Post the position and request volunteers to fill the assignment.

**XVIII C2b.**

If there are no volunteers and more than one Unit Member is qualified and competent, then the member with the least seniority shall be transferred.

At the end of the school year, the District will evaluate the continued need for the split assignment. If a compelling need exists, then the split assignment may continue for another year.

**XVIII C2c.**

The Unit Member transferred under this condition shall receive a one-time bonus of \$750 each semester.

**XVIII C3.**

A Unit Member will have no more than 49% of his/her assignment on the second campus.

**XVIII C4.**

Split assignments shall never be used in an arbitrary, capricious or punitive manner. Split assignments are only to be used in situations where there is a demonstrated need.

## **ARTICLE XIX: SAVINGS**

### **XIX A.**

If, during the life of this agreement, there exists any applicable law, regulation or order issued by any external governmental authority having jurisdiction, which shall render invalid or restrain compliance with or enforcement of any provision of this agreement, such provision shall be immediately suspended, but only to the extent required by the law, rule, regulation, or order. Such invalidation of a part of this agreement shall not invalidate any remaining parts of this agreement.

### **XIX B.**

In the event of suspension or invalidation by an external authority of any Article or section of this agreement, the parties may, by mutual consent, meet and negotiate within ten (10) days after such determination or firsthand knowledge of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

### **XIX C.**

Any action by a legislative body to renumber, or reorganize sections of codes, laws, policies, or regulations cited in this agreement shall be reflected in this agreement without further negotiation.

## **ARTICLE XX: EFFECT OF AGREEMENT**

It is understood and agreed that the specific provisions contained in this agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law, and that in the absence of specific provisions in this agreement, such practices and procedures are discretionary with the District.

## **ARTICLE XXI: MISCELLANEOUS**

### **XXI A.**

A contract maintenance committee composed of District and Association representatives shall be established at the request of either party as needed to continually oversee, maintain and evaluate the terms of this agreement.

**XXI B.**

References herein made to committees or other such groups, except for the District and Association, may change from time to time, and as such, no additional changes need to be made in this agreement when the purpose or function of newly formed committees or groups are similar in scope to those herein referred.

**XXI C.**

A Department Chair Pilot Program Committee consisting of two administrators, one unit member selected by the Academic Senate, and one unit member selected by the Faculty Association shall meet and develop a proposal for the Department Chair Pilot Program by January 30, 2016, intended to be implemented by July 1, 2016.

The Department Chair Pilot Program shall be in effect for two academic years (July 1, 2016 – June 30, 2018). The Committee shall also develop an evaluation process for determining the effectiveness of the program.

**ARTICLE XXII: MILEAGE**

The District shall pay the current IRS mileage rate to unit members for any District authorized travel to a location other than the unit members' assigned site. Unit members shall make every effort to submit mileage claims to the District, on the appropriate District form, within thirty calendar days. The District shall submit the mileage payments to the county within 30 days of submission.

**ARTICLE XXIII: TERM**

Effective upon ratification and approval by both parties, this Agreement shall cover the 2020 - 2023 academic years, and shall terminate June 30, 2023. Negotiations for the 2020-21 and 2021-2022, and 2022-23 academic years are closed.

**Salary**

An across the board salary increase of (6.5%) effective July 1, 2022.

An across the board salary increase of four (4%), effective July 1, 2021. 2021-2022

A one-time off-schedule payment equal to two (2%) to be paid in the November 2020 pay period.

Dated this 28th day of February 2023, in the County of Riverside.

California Teachers Association

Mt. San Jacinto College

  
Karen Cranney, CTA Representative

  
Jeannine Stokes, VP of HR