

COLLECTIVE BARGAINING AGREEMENT

between the
**San José/Evergreen
Federation of Teachers
AFT 6157**

and the
**San José/Evergreen
Community
College District**

**REOPENER
July 1, 2018 to June 30, 2019**

July 1, 2017 to June 30, 2020



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Community College District**
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ARTICLE 1

RECOGNITION

- 1.1 The District recognizes the San Jose/Evergreen Federation of Teachers Local 6157 as the exclusive representative for those faculty members acknowledged by the District in a resolution dated July 29, 1977 and as amended on March 26, 1987 and on March 11, 2002.
- 1.1.1 All faculty employed by the District shall be included in the AFT 6157 Unit. This includes: tenured faculty; tenure track faculty; adjunct instructional faculty and adjunct non-instructional faculty and substitute instructors working more than five (5) consecutive days in a given semester are members through the remainder of the semester. They must work five consecutive days in a subsequent semester to reestablish membership.
- 1.1.2 Grant-Funded, Non-Tenured Categorical Positions: Faculty in grant-funded non-tenured categorical positions are entitled to the benefits of this collective bargaining agreement consistent with their categorical status. Faculty within these programs do not have employment rights (including but not limited to transfer or bumping) outside of their programs. Faculty within EOP&S and DSP/S (also classified as grant-funded categorical) do achieve tenure status and retain all rights consistent with the terms of this Agreement and the Education Code.
- 1.1.3 Temporary Faculty in non-tenured positions are entitled to the benefits of this collective bargaining agreement consistent with their temporary status. Faculty within this category do not have employment rights (including but not limited to transfer or bumping) outside of the temporary assignment as defined in the contract issued upon employment.
- 1.1.4 Non-Credit
- 1.1.4.1 Non-credit faculty are employed to teach courses that meet the criteria for apportionment under Section 84757 of the Education Code, the bargaining unit includes these employees and the terms and conditions of their employment;
- 1.1.4.2 Non-credit instructors employed to teach community service or contract classes that are offered without credit and that are not eligible for apportionments pursuant to Section 84757 shall be excluded from the unit;

ARTICLE 2

DISTRICT'S RIGHTS AND DUTIES

Purpose: To establish the extent and limitations of District rights and duties.

- 2.1** The District and the AFT 6157 understand and agree that the District retains all the customary and usual rights, powers, functions, and authority to control, manage, and discharge its obligations. Any of the lawfully-granted and implied rights, powers, functions or authority which the District had prior to the execution of this agreement are retained with the exception of those which are specifically abridged or modified by this agreement, by any supplement to this agreement, or by law. Reserved duties and rights include, but are not limited to:
- a) determine its organization
 - b) direct the work of its faculty members
 - c) determine the kinds and levels of service, and the methods and means of providing same
 - d) contract out work not traditionally performed by unit members
 - e) determine the numbers and categories of faculty members required
 - f) direct District operations
 - g) build, move, or modify buildings and facilities
 - h) establish budget procedures and funding priorities
 - i) determine methods of revenue generation
 - j) determine the day(s), times, and hours of operation
 - k) establish District policies and procedures
 - l) establish the District's educational policies, goals, and objectives
 - m) determine the rights and educational opportunities of students
 - n) determine the curriculum in collaboration with the Academic Senates
 - o) hire, classify, assign, evaluate, discipline, and terminate faculty members
- 2.2** In addition, the District has the right to modify or suspend this contract in case of emergency, which shall be defined as a catastrophic event such as fire, flood, earthquake or any other natural disaster or unforeseen non-financial circumstance which has a significant impact on the operations of the District.
- 2.2.1 This right to suspend or modify the contract shall be in force only to the extent that the emergency continues to have significant impact on the District operations.
- 2.2.2 In addition, those parts of the contract that may be modified or suspended do not include Article 1, Recognition Article 2, District Rights, or Article 3, Grievance Procedure, and shall be limited to those parts of the contract that must be altered or suspended by the District in order to specifically deal with the emergency.

ARTICLE 3

COMPLAINT/GRIEVANCE PROCEDURE

3.1 COMPLAINT/GRIEVANCE

- 3.1.1 A complaint is an unwritten expression of concern or dissatisfaction about an issue covered by the contract.
- 3.1.2 When a faculty member has a complaint, the faculty member shall first discuss the matter informally with the administrator who has immediate responsibility for the position to which the faculty member is assigned.
- 3.1.3 This informal complaint process shall be limited to fifteen (15) days and is not included in the formal complaint process.
- 3.1.4 A grievance is a written complaint by a faculty member (or other proper party as defined in Section 3.3) regarding a violation or misapplication by the District, its officers, or agents of this contract. Resolution of matters for which other procedures are specifically provided by Federal or State law shall be undertaken through the appropriate procedures.

3.2 NOTICE OF THE GRIEVANCE

The notice of the grievance shall:

- 3.2.1 Contain a concise statement of the violation, misinterpretation, or misapplication alleged, citing specific section(s) of this contract; the circumstance or action from which the grievance arose; the date of discovery;
- 3.2.2 State the remedy sought;
- 3.2.3 State the name, address, and telephone number of the grievant's representative, if known;
- 3.2.4 Include the grievant's name, address, home and work telephone numbers, and signature;
- 3.2.5 Be filed with the Associate Vice Chancellor of Human Resources with copies to the President of the AFT 6157 and the college President.

3.3 WHO MAY FILE A GRIEVANCE

- 3.3.1 A grievance may be filed by any of the following individuals as long as the faculty member is not alleging a violation, misinterpretation, or misapplication previously and unsuccessfully grieved:
 - 3.3.1.1 Any faculty member who, at the time of filing, is a member of the bargaining unit;

3.3.1.2 Any former faculty member who was a member of the bargaining unit at the time the grievable incident occurred and who processes the grievance within the time period set forth herein;

3.3.1.3 An officer of the AFT 6157 who has been authorized to file the grievance on behalf of the AFT 6157 by its Executive Board.

3.4 REPRESENTATION

3.4.1 Upon the filing of the grievance, the grievant may be:

3.4.1.1 Represented by himself/herself, or

3.4.1.2 At the grievant's choice be represented by a member of the AFT 6157

3.4.2 At Level III either party may choose to be represented by counsel and shall notify the other party.

3.5 TIME LIMITS

3.5.1 A day, for the purpose of this section, is any day in which the District offices are open. If an event giving rise to a grievance occurs during a faculty member's vacation or recess, other than a long-term leave of absence, a Faculty member shall be allowed thirty (30) days after the scheduled return to duty within which to file the grievance.

3.5.2 The District will not process a grievance that is presented by a faculty member more than thirty (30) days after the occurrence or alleged occurrence, or more than thirty (30) days after the faculty member becomes aware, or should reasonably have known of the occurrence.

3.6 LEVEL I RESOLUTION

3.6.1 If the matter is not resolved at the informal conference as outlined in 3.1.2, the faculty member shall present the faculty member's grievance in writing to the faculty member's immediate administrator. The grievance shall be filed as outlined in section 3.2.

3.6.2 The immediate administrator shall communicate his/her decision to the faculty member in writing, within ten (10) days after receiving grievance, stating the administrator's reasons for the decision.

3.7 LEVEL II RESOLUTION

3.7.1 The grievant may appeal a Level I decision to Level II by writing to the office of the Chancellor or designee within fifteen (15) days after receiving the Level I decision. A copy of the appeal, written in the same format as outlined in Section 3.2, shall be furnished to the Level I administrator and the college President.

- 3.7.2 The Chancellor or designee shall investigate the details of the grievance and meet with the grievant and/or a AFT 6157 representative within fifteen (15) days of receipt of the grievance appeal in order to resolve the issue.
- 3.7.3 The Chancellor or designee shall communicate in writing his/her decision to the grievant, the AFT 6157, and the affected administrator within fifteen (15) days after the grievance meeting(s).

3.8 IMPARTIAL HEARING LEVEL III

- 3.8.1 If the decision at Level II is not satisfactory to the aggrieved faculty member(s) within fifteen (15) days after receiving the Level II decision, the grievant may request, in writing, that the AFT 6157 submit the grievance to binding arbitration. The AFT 6157 may, by written notice to the Chancellor within fifteen (15) days after receipt of the request from the aggrieved, submit the grievance to binding arbitration. If the two parties cannot agree on a specific arbiter, they shall request an odd-numbered list of experience individuals from the California State Conciliation Service. The arbiter shall be selected within ten (10) days after receiving the list by the "alternate strike method" (or by another method mutually agreeable to the parties) until only one name remains. The arbiter shall be asked to formally support or deny the grievance.
- 3.8.2 If the grievance is supported, the District shall pay for the full cost of the arbiter's fee, its own cost of representation and all other mutually agreed upon hearing expenses. In the event that other costs are not mutually agreed upon, they shall be paid half by the AFT 6157 and half by the District. If the decision is split, the arbiter shall determine the distribution of the costs between the parties, excepting the cost of representation.
- 3.8.3 A notice of the request for binding arbitration shall be sent to the Chancellor and shall include a copy of the original grievance, Level II appeal, decisions rendered and all other relevant information.
- 3.8.4 The arbiter will decide the time and place for a hearing in consultation with the parties. The hearing will be private and, unless otherwise agreed, will be conducted in accordance with the Rules of the California State Conciliation Services.
- 3.8.5 Attendance at the hearing shall be limited to persons whose presence has relevance to the hearing and only for the period of time that such presence is required, and to the following:
 - 3.8.5.1 The grievant and the grievant's representative(s);
 - 3.8.5.2 The district representative and the district representative's advisor;
 - 3.8.5.3 The arbiter;
 - 3.8.5.4 The witnesses, but only while giving testimony;

- 3.8.5.5 An observer designated by the AFT 6157;
- 3.8.5.6 The Associate Vice Chancellor of Human Resources or an observer designated by the Director;
- 3.8.5.7 A court reporter.
- 3.8.6 The arbiter shall not consider any matter outside the scope of the grievance as defined in this contract, shall strictly confine the decision to the precise issue submitted and this specific contract, and shall not under any circumstances make a recommendation on any other issue. However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the arbiter.
- 3.8.7 After the close of the binding arbitration hearing, the arbiter shall establish a schedule for submission of written briefs.
- 3.8.8 The arbiter shall submit the decision in writing to all the parties within thirty (30) days after submission of the last brief.

3.9 MISCELLANEOUS PROVISIONS

- 3.9.1 During the proceedings, and until a final determination has been reached, all proceedings shall be private and confidential. Parties may settle at any time outside of this procedure.
- 3.9.2 Any faculty member may at any time present grievances to the District and have such grievances adjusted without the intervention of the AFT 6157 as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract and provided that the District shall not agree to a final 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.
- 3.9.3 There shall be no reprisals of any kind taken against any faculty member or representative because of participation in a grievance or the support thereof.
- 3.9.4 The District's failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging of an appeal to the next step of the procedure, within the time allotted, as if the decision had been given. Failure by the AFT 6157 or grievant to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- 3.9.5 In the event that a grievance affects more than one faculty member, the grievance may be filed by the AFT 6157 on behalf of all affected faculty members; and if the grievance affects faculty members at more than one work location, it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as this does not create an unnecessary delay.

- 3.9.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.
- 3.9.7 Forms for filing grievances and other necessary documents shall be prepared by the District and the AFT 6157, and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
- 3.9.8 In the event that it becomes necessary to conduct a grievance hearing or conference with an administrator during the workday, the grievant, representative and witnesses shall be granted, when necessary, release time without loss of pay. The District shall provide a reasonable amount of release time for processing grievances.
- 3.9.9 The District and the AFT 6157 will make a reasonable effort to schedule the grievance process during the regular workday and not during assigned classroom hours or hours of service to students.
- 3.9.10 Nothing in this article shall be interpreted to preclude a faculty member from seeking remedies provided by law after the exhaustion of this procedure.

ARTICLE 4

ADDITIONAL FACULTY MEMBER RIGHTS

4.1 SALARY PAYMENTS

- 4.1.1 Salary payments to ten (10) month faculty are payable on a ten month basis beginning with August and ending in May of each year in accordance with this section. Salary payments to eleven (11) month faculty are payable on an eleven month basis beginning with August and ending June of each year in accordance with this section. Each salary payment for any calendar month may be made on the last working day of the month. Pay shall be distributed on the last working day of the month except when the last working day is a Friday in which case they will be distributed on the Thursday prior to the last working day.

Salary for eleven (11) month counselors is paid monthly August through May. If the eleventh month of work is scheduled for June, the salary will be paid in June. If the eleventh month of work is scheduled for either July or August, salary will be paid in July.

4.1.2 Deferred Pay

Faculty working a ten (10) or eleven (11) month academic year may elect to participate in the District's Twelve Month Deferred Pay Plan. The deadline for election of this option shall be August 1 in any academic year. The additional pay will be issued on June 30 and July 31. The calculation of deferred pay shall not include overload pay. The deferred pay election shall not be revocable until the commencement of the ensuing fiscal year. Enrollment in the deferred pay plan shall continue unless the faculty member provides written notice to the district to discontinue the plan beginning with the next fiscal year.

- 4.1.3 The District agrees to pay for all instructional overload worked in the fall semester during the months of October, November and December. The District agrees to pay for all instructional overload worked in the spring semester in the months of February, March and April. Non instructional overload shall be paid either in the month worked in or in the subsequent month. The District agrees to pay winter intersession at the end of January. The District agrees to pay six-week summer session at the end of June for full-time faculty and July 10th for adjuncts (for June work) and at the end of July for full-time faculty and August 10th for adjuncts (for July work) providing the summer session ends on or prior to the last day of July.

4.1.4 Pay Errors

4.1.4.1 Underpayment

Any error made by the District resulting in insufficient payment for a faculty member of \$100 or more shall be corrected no later than seven (7) working days after the error has been identified to payroll. All adjustments under \$100 shall be corrected as soon as possible. Since these adjustments may not include all necessary deductions, an adjustment for those deductions may be made in the next regular pay period.

4.1.4.2 Overpayment

If overpayment of a faculty member is discovered the District shall notify the faculty member and provide an opportunity to meet and confer to review data and to develop a repayment plan, if appropriate. No faculty member shall be required to return overpayment to the District in monthly increments greater than the monthly amounts of the overpayment. No money will be deducted from the faculty member's check without a signed agreement unless otherwise provided by law.

4.1.5 Leave Balance Summary

Leave balance summary reports shall be made available to faculty members that will include accrual, deduction and balance information for all sick leave. The information is to be refreshed each pay cycle. Leave Balance Summary shall begin no later than June 30, 2016.

On the Leave Plan Summary Form, the District shall include: accrual, deduction and balance information for all sick leave. As follows:

Sick Leave Full-time:	Earned, Used, Balance
Sick Leave Full-Time Overload:	Earned, Used, Balance
Sick Leave Adjunct:	Earned, Used, Balance

4.2 PAYROLL DEDUCTIONS

Pursuant to authorization for payroll deduction from the faculty member, the District shall provide a process for deductions for tax-sheltered annuities. (See also Article 7 regarding deductions of professional dues and fees.)

4.3 TAX-SHELTERED ANNUITIES

4.3.1 Faculty members may participate in a 403B program of their choice, providing the company will sign the District's Hold Harmless Agreement.

4.3.2 Faculty members may participate in a 457 plan.

4.4 WORKSPACE AND SECURE ENVIRONMENT

4.4.1 Understanding that space is limited, in every division a reasonable effort will be made to provide workspace and secure storage (perhaps shared) for course and related materials for every faculty member. These efforts shall include consideration of full and adjunct faculty workspace issues in new and renovated buildings.

4.4.2 The District shall make reasonable effort to purchase ergonomically correct furniture for faculty as funds become available for such purchases.

4.4.3 **Adjunct Centers:** Each college shall maintain at least one adjunct center.

a. Upon request to the division office, adjuncts shall be provided with keys/fobs to the applicable center.

- b. The colleges shall supply the centers with appropriate office equipment (computers, printer and copier) and supplies.

4.5 PHONE USAGE

Faculty members shall be provided with a phone in each faculty office to be used for inter-district and local calls related to college business. The District shall pay for all costs related to the use of the phones. Faculty members shall pay all costs the District incurs for long distance personal usage.

4.6 ACADEMIC FREEDOM

- 4.6.1 Institutions of higher learning exist for the common good and not to further the interest of either the individual instructor or the institution as a whole. The common good depends on the uninhibited search for truth and its open expression, and to this end both faculty and students must hold the right of full freedom of inquiry and expression.
- 4.6.2 Academic freedom is equally essential to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom is fundamental to the protection of the rights of the instructor in teaching and to the student in learning.
- 4.6.3 Academic freedom cannot be separated from academic and professional responsibility.
- 4.6.4 Instructors have the right to study and investigate, to interpret their findings, and express conclusions. Instructors may present views that are controversial and may evaluate opinions held by others, while respecting the right of free expression.

Academic freedom does not include use of discriminatory, discourteous, offensive, abusive conduct or language toward students, supervisors, other employees, or the public while in performance of District employment.

4.7 INTELLECTUAL PROPERTY RIGHTS

- 4.7.1 Intellectual property rights for materials, publications, tapes and other written, verbal, visual, audio, computer generated, or artistic products developed, conceived or executed by a faculty member shall be awarded to the faculty member unless the faculty member is specifically directed or employed by the District to create the work.
- 4.7.2 If there is disagreement relative to an intellectual property rights, the requirements of law shall apply.

4.8 MILEAGE

- 4.8.1 The District agrees to pay mileage at the current IRS rate.
- 4.8.2 If a faculty member is required to provide service at the home college and an additional

District site during the same day, mileage reimbursement plus one (1) hour at the lowest lab rate shall apply to travel between the District campuses, but mileage only shall apply from a District campus to one other on the same day (See Appendix D-5).

- 4.8.3 When travel to additional District sites requires a return to the home college on the same day, the faculty member shall be compensated for travel in both directions.

4.9 PARKING

All faculty members will be provided free on campus parking in designated staff parking areas.

4.10 RETIRED FULL-TIME FACULTY RIGHTS FOR FACULTY POST 2003

The District shall provide:

- 4.10.1 Free parking.
- 4.10.2 Use of the library consistent with faculty member privileges and district procedures.
- 4.10.3 Free admittance at regular district/college events. The district has the sole discretion to identify events that shall not be free on a case-by-case basis.
- 4.10.4 Participation in graduation.
- 4.10.5 Email access for a period not to exceed (2) two years after retirement. This access is subject to District policy and procedures and can be discontinued for inappropriate use.
- 4.10.6 Right to free classes: Retired faculty shall have the right to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class.

4.11 FACULTY RIGHTS TO FREE CLASSES

Faculty shall have the right on their own time to take classes without charge so long as such attendance does not deprive any paying member of the public from taking the class.

4.12 NO RIGHTS WAIVED

Except as specifically provided in this contract, no right or benefit of a faculty member provided by law is waived by this contract. This provision is not subject to the grievance procedure.

4.13 OUTSIDE EMPLOYMENT

No contractual arrangement with the District shall prohibit faculty members from accepting outside employment not in conflict with the responsibilities of their District service.

ARTICLE 5

AFT 6157 RIGHTS/ NEW FACULTY ORIENTATION

5.1 SMALL BUSINESS EQUIPMENT

The District shall provide available small business equipment for the use of the AFT 6157 in administering duties as the exclusive bargaining representative in the areas of negotiations and grievance administration at no charge.

5.2 USE OF FACILITIES

The District shall provide to AFT 6157 officers and office staff the free use of building facilities at reasonable times when such facilities are not otherwise in use. For AFT 6157 meetings other than those dealing with negotiations, grievances and general unit membership, the AFT 6157 shall pay as per the current Community Services Schedule of Costs for the use of such facilities.

5.3 FREE PARKING

AFT 6157 officers and staff members shall be provided free parking in designated staff parking areas.

5.4 USE OF MAIL BOXES

The AFT 6157 and its representatives shall have the right to free use of the District inter-office and inter-campus mail distribution service for AFT 6157 communications and shall be provided access to all faculty mailboxes for such use.

5.5 RESTRICTIONS ON USE

The AFT 6157 will not use facilities, equipment or the District mails for political or campaign activities not related to negotiations and grievance administration.

5.6 RELEASED TIME

For the purpose of meeting and negotiating and processing grievances (as per Government Code Section 3543.1), faculty members representing the AFT 6157 shall receive periods of released time as follows:

5.6.1 The AFT 6157 may request and the District shall provide released time equivalent to a maximum of 1.5 full-time equivalent (FTE) teaching load each semester.

- In addition, when the agreement is being negotiated, the District shall provide .60 full-time equivalent teaching load released time. The AFT 6157 must request the released time allocation from the District prior to the commencement of negotiations and the allocation shall cease at the end of the term in which the negotiations are concluded.

- All released time provided shall be distributed and granted in complete service increments only. A complete service increment is one course per semester or its equivalent.
- Faculty members who are released for these purposes shall experience no loss of salary, benefits, or credit for recency of experience.

- 5.6.2 In addition to the released time allocated by the District, the District shall provide up to a maximum of 1.0 FTE release time for purchase by the AFT 6157. This released time will be provided upon request, and the AFT 6157 will reimburse the District at Step 4 of the lecture rate on the part-time adjunct salary schedule plus salary related fringes (Worker's compensation, unemployment insurance, employer's portion of retirement contributions and employer's contribution of social security/Medicare.)
- 5.6.3 Only part-time faculty will be hired to cover courses left unstaffed by faculty receiving released time purchased by the AFT 6157.
- 5.6.4 Released time for an individual will not be provided if the District reasonably determines that the division or department will be instructionally impacted.
- 5.6.5 No later than two (2) weeks before the start of each semester, the AFT 6157 shall inform the District of the names of academic faculty members it has designated to receive released time during the semester and the extent to which each will be released from the faculty members normal duties.

5.7 BULLETIN BOARDS

- 5.7.1 The AFT 6157 shall be provided the use of bulletin board space (measuring approximately 3x5 feet) where faculty are assigned and where they collect their mail. The cost for this space shall be paid for by the District. All postings must contain the date of posting and a signed authorization by the President of the AFT 6157.
- 5.7.2 The AFT 6157 will not post or distribute information which is libelous of the District or its personnel.

5.8 NAMES AND ADDRESSES OF FACULTY

The AFT 6157 will be provided, within thirty (30) days after the start of each academic semester, the name, address and zip code of each faculty member in the bargaining unit. The AFT 6157 shall also be provided with the telephone number of each unit member (unless they object, via a form which the District will provide to each member upon hiring.) The faculty member will be given ten (10) working days to object.

5.9 TELEPHONE USAGE

The AFT 6157 President and designee may use the District telephone located in the AFT 6157 office for related AFT 6157 activities and will pay for any long-distance charges relative to the AFT 6157's

use of the phones.

5.10 PAYROLL DEDUCTIONS FOR DUES PAYING AFT 6157 MEMBERS

5.10.1 The AFT 6157 shall determine the amount of dues and shall communicate any changes to the current amount to the district thirty (30) days prior to implementation.

5.10.2 Subject to the certifications and procedures established in this Article, the District shall deduct dues from the paycheck of all faculty members. Such Union dues shall be paid to the AFT 6157 monthly and transmitted to the AFT 6157 within two (2) working days of payroll.

5.10.3 Payroll Lists

Together with aggregate amount deducted from the payroll and payable to the AFT 6157, the District shall transmit to the AFT 6157 an alphabetical list of the faculty members who have had dues deducted from their salaries along with employee identification number, total compensation and amounts deducted.

5.10.4 AFT 6157 Certification and Notification to the District

A. AFT 6157 Certification

AFT 6157 hereby certifies that it has and will maintain individual employee authorizations for the deduction of membership dues from their monthly paychecks. The individual authorizations forms shall include, but are not limited to:

- a. The requirements and procedures for revoking the authorization, including that the revocation must be submitted in writing to AFT 6157. Further, if AFT 6157 opts to establish a window period during which authorization may be revoked, this information shall be included on the authorization form.
- b. The terms under which the authorization shall apply upon reemployment, without securing re-authorization, as set forth in subsection 5.10.6.

B. AFT 6157 Notification to District

AFT 6157 shall provide written notice of all employees who have provided the written authorization described in this Article. Upon such notice, the District shall initiate the payroll deductions for those employees, as provided in Article 10.2.

AFT 6157 shall provide written notice to the District of every employee who submits a written revocation of authorization within fifteen (15) business days of the revocation. After the District is notified, the revocation will be implemented in the next payroll cycle, if notification is received at least 10 business days before the pay date. If notification is received less than 10 business days before payroll, the District will implement revocation in the next payroll cycle. Any resulting reimbursement owed to the employee shall be the

responsibility of AFT 6157.

5.10.5 AFT 6157 Annual Financial Report

AFT 6157 will make available a copy of their annual financial report to the Public Employment Relations Board pursuant government code 3546.5. In addition, AFT 6157 will also make available their annual financial report to any faculty member.

5.10.6 District's Reliance on AFT 6157 Certification

In reliance on AFT 6157's certification regarding the terms of the employee written authorizations that AFT 6157 shall maintain as set forth in subsection 5.10.4.2(A), the District shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to AFT 6157 rather than the District. AFT 6157 shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by AFT 6157 regarding whether deductions for membership dues were properly canceled or changed.

For any employee covered by this CBA who is a dues-paying member of AFT 6157 at the time the employee leaves District employment, or is subjected to a layoff, the employee shall be treated as a continuing member of AFT 6157 for the purpose of making payroll deductions for the payment of dues under either of the following circumstances, unless and until AFT 6157 informs the District in writing that the employee has revoked authorization to make dues deductions:

- a. For any faculty member who returns to a position covered by this CBA within 4 semesters of the member having left District employment; or
- b. Upon recall from layoff status into a position covered by this CBA.

The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

5.10.7 Hold Harmless And Indemnity Provision

The AFT 6157 as defined in the Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District or any of its agents, in connection with the administration or enforcement of any Section in the Agreement pertaining to any claims made by any employee or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by AFT 6157 regarding the content of its authorization form, and/or the authorization of individual employees for payroll deductions to be made. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.

- 5.10.7.1 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the AFT 6157 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 5.11.7 above shall be compromised, resisted, defended, tried or appealed.
- 5.10.7.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to the AFT 6157's interests if the District does not have a distinct and separate legal interest in the disputed matter.
- 5.10.7.3 The District shall not be entitled to be reimbursed for any costs for which the AFT 6157 was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

5.11 ACCESS TO INFORMATION

- 5.11.1 The AFT 6157 shall have access to District records necessary for collective bargaining and representational duties. Such records may be inspected by the AFT 6157 during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost, which shall represent a reasonable fee for the reproduction of such records.
- 5.11.2 The Board of Trustees, upon request by the AFT 6157, agrees to furnish to the AFT 6157, within five (5) days, information concerning the financial and professional resources necessary to fulfill its role as exclusive representative.
- 5.11.3 Such information shall include, but not be limited to: annual financial reports and audits, register of academic personnel, tentative budgetary requirements and allocations, agendas and minutes of current Board meetings and all attachments at the time of distribution to the Board, census and membership data, salaries paid, and other information that may be used in negotiations and processing grievances. In addition, the Board, upon request, agrees to provide information the AFT 6157 deems necessary to fulfill its role as exclusive representative.

5.12 WORK PRESERVATION

Except for academic supervisors and Deans who are required to teach as part of their load, classroom instruction and other unit academic duties shall not be assigned to non-unit members without the express advanced written consent of the AFT 6157.

5.13 NEW FACULTY ORIENTATION

5.13.1 New Full Time Faculty

District Orientation for new full time faculty will take place on or near the day before the first Professional Development Day (PD Day) of the fall semester for a maximum of 6 ½ hours. The Union will have up to 3 hours of the orientation meeting. The agenda for the 3 hours shall include a substantive review of the contract and the joint District/Union orientation on Tenure Review specified under 20.7.1 of the contract.

The scheduled time for District orientation during spring semester may be adjusted depending upon the number of new faculty hired mid-year. If an orientation is held in spring semester, it shall occur on or near the day before the first PD Day of the spring semester for a maximum of 6 ½ hours. The Union will have up to 3 hours of the orientation meeting. The agenda for the 3 hours shall include substantive review of the contract and the joint District/Union orientation on Tenure Review specified on 20.7.1 of the contract. The time for AFT 6157 and District orientation shall be adjusted in accordance with anticipated length of the spring orientation.

5.13.2 New Adjunct Faculty

New adjunct faculty shall be paid two hours for attending College adjunct orientation. The AFT 6157 will be provided with the opportunity for AFT 6157 specific orientation for 30 minutes at the end of the College orientation meeting.

An AFT 6157 membership application will be distributed and collected by Academic Support/Services.

ARTICLE 6

PERSONNEL FILES

6.1 LOCATION

- 6.1.1 There shall be a personnel file for each full time faculty member, which shall be located in the District Human Resources Office. The official personnel file may consist of more than one folder if necessitated by the bulk of materials. If more than one folder exists, this condition shall be specifically referenced on the most current folder as well as content and location of the other folders in Human Resources.
- 6.1.2 Personnel files for adjunct faculty members shall be located at the Office of Academic Support located at San Jose City College and at the Office of Academic Services located at Evergreen Valley College.
- 6.1.3 Personnel files at the District Office and at the colleges shall be maintained in a secure location.

6.2 CONTENTS

Reviewable materials shall not include confidential ratings, reports, or records obtained by a District search committee formed in accordance with District policy to review applicants for vacancies.

6.3 INSPECTION RIGHTS

- 6.3.1 Every faculty member shall have the right, at reasonable times, to inspect their employment record retained in the personnel files that may affect the status of the faculty member's academic employment. For the purpose of this article, an "employment record" is any record that:
 - 6.3.1.1 Pertains directly to the employment relationship between faculty members and the District;
 - 6.3.1.2 Is retained in the personnel files of the District.
 - 6.3.1.3 Is accessible by the faculty members name or other means of individual identification such as social security number.
- 6.3.2 Information from the employment records of a faculty member shall not be released without the consent of the faculty member unless the release is compelled by law or by a judicial order or lawfully issued subpoena. Nothing in this section shall prohibit inspection of employment records by officials of the District or of the State who have legitimate business interests that justify the inspection.

- 6.3.3 All written material that may serve as a basis for a faculty member's suspension, dismissal, or reprimand shall be kept in the faculty member's personnel file.

6.4 DEROGATORY OR OFFENDING MATERIAL

- 6.4.1 Information of a derogatory nature, except material mentioned in Section 6.2 above, shall not be entered or filed in the faculty member's personnel file unless and until the member is given written notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter and have attached to any such derogatory statement, the faculty member's own comments. Such review shall take place during normal business hours, and the faculty member shall be released from duty for this purpose without salary reduction.
- 6.4.2 If a faculty member believes that any employment record or any portion thereof is not accurate, relevant, timely or complete, the member may request correction of the record or deletion of the offending portion, or both. Such a request shall be in writing and shall include a statement of the corrections and deletions that the faculty member believes are necessary and the reasons therefore. The request shall be addressed to the Chancellor or designee.
- 6.4.3 Within ten (10) days of the receipt of a request to remove offending material, the Chancellor or designee shall either agree to, or deny the appeal. If the request is denied, the Chancellor or designee shall state the reasons for the denial in writing. Both the request and the denial shall become a part of the faculty member's personnel file. If the request is approved, the offending material shall be removed from the file.
- 6.4.4 Derogatory material which has been a part of the faculty member's file for a period of five (5) years shall be removed upon request of the faculty member unless a subsequent event of a similar nature has occurred within the five (5) year period.

6.5 POSITIVE MATERIAL

Evidence of professional achievement or special service to college, District, community or profession may be entered in the personnel file by the faculty member or the District management.

6.6 DUPLICATE FILES

The provisions of this Article shall not prohibit the District from maintaining materials which are duplicates of personnel file material or non-derogatory material referring to the members at other locations (e.g., with the supervisor); however, the District may not base employment decisions on materials not contained in the faculty member's personnel file.

6.7 ANONYMOUS MATERIAL

Anonymous material shall not become a part of a faculty member's employment record without the written consent of the faculty member. Material is anonymous if the name of the source of the material is not disclosed to the faculty member.

6.8 COPYING FILE MATERIAL

Faculty members may obtain copies of materials for a reasonable cost of duplication.

ARTICLE 7

PROFESSIONAL FEES

7.1 AUTHORIZATION TO PAYROLL

- 7.1.1 Any faculty member may sign and deliver to Administrative Services an assignment authorizing payroll deduction for any authorized deduction identified in Section 7.3. Such authorization shall continue in effect from year to year unless revoked, in writing, between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct the amount authorized from the regular salary check of the faculty member each month for ten months.
- 7.1.2 With respect to all sums deducted by the District pursuant to authorization of the faculty member, the District shall, no later than the tenth (10th) day of each pay period for faculty member, draw its order upon the funds of the District in favor of the organization designated by the faculty member and shall transmit the total amount to that organization no later than the fifteenth (15th) day of each pay period for faculty members. Ed. Code 87833, paragraph 2)

7.2 AUTHORIZED DEDUCTIONS

- 7.2.1 The District will submit dues or fees, upon request of faculty member for payroll deduction to the following:
- 7.2.1.1 A Professional AFT 6157 (Ed. Code 87833, paragraph 1);
 - 7.2.1.2 AFT 6157 of the California Community Colleges. (FACCC);
 - 7.2.1.3 Academic/Faculty Senates;
 - 7.2.1.4 Any special fund administered by the Board or the AFT 6157, or both;
 - 7.2.1.5 Payments or contributions as may be mutually agreed upon by the Board of Trustees and the AFT 6157;
 - 7.2.1.6 Payments to a credit union or bank;
 - 7.2.1.7 Purchase of government savings bonds;
 - 7.2.1.8 Premiums for insurance sponsored by a professional AFT 6157;
 - 7.2.1.9 No deduction shall be permitted during the term of this Agreement for the payment of any dues, fees or contributions to any faculty organization as defined in Government Code 3540.1 other than the AFT 6157.

ARTICLE 8

FULL-TIME FACULTY SALARY, HIRE DATES AND SENIORITY NUMBERS

8.1 SALARY SCHEDULE - INCREASE

8.1.1 Salary Schedule Increase – 2018/2019

8.1.1.1 The full-time 10-month and 11-month salary schedules (Appendices C-1 and C-2) shall be modified as follows:

- A. It is understood that, while not delineated on the 2017/18 salary schedules, there exist steps 15 and 16, which have the same compensation rate as step 14; and there exists a step 18, which has the same compensation rate as step 17. For the sake of clarity, and in order to execute the schedule shift described in sub-section B, steps 15, 16 and 18 shall be included in the salary schedules.
- B. A schedule shift shall be implemented, beginning with Step 13 such that:
 - 1. The compensation rate at current step 14 becomes the compensation rate at step 13;
 - 2. The compensation rate at current step 15 becomes the compensation rate at step 14;
 - 3. The compensation rate at current step 16 becomes the compensation rate at step 15;
 - 4. The compensation rate at current step 17 becomes the compensation rate at step 16;
 - 5. The compensation rate at step 18 becomes the compensation rate at step 17;
 - 6. The compensation rate at step 19 becomes the compensation rate at step 18; and
 - 7. The compensation rate at step 19 shall be increased by 2.35 per cent.

8.1.1.2 Full-time Faculty- After implementation of the salary schedule shift described in Article 8.1.1.1, an amount equal to 2.5% increase in salary shall be applied to the salary schedules: Appendices C-1, C-2, D-3, D-4, and D-5 retroactive July 1, 2018.

8.1.2 Salary Schedule – Periodic Review

The compensation philosophy as stated by President Fuentes at the November 27, 2012 Board of Trustees meeting is:

San Jose-Evergreen Community College district's compensation philosophy demonstrates our commitment to fairness and equity. Total compensation must communicate the desire to

attract and retain professional at all levels. The goal is to target the median total compensation in relation to the Bay 10 community College districts. The median for positions were (are) examined by periodic reviews as necessary to allow for the assessment of the District's total compensation levels. Total compensation is defined by the combination of salary and benefits.

The District and AFT 6157 agree that beginning June 1, 2013, the District shall conduct a "periodic" review of faculty total compensation. The District and AFT 6157 further agree on the following parameters for which compensation data shall be collected for full time faculty:

Compensation shall be compared to include but not limited to the following:

A. Classes and Steps

1. The following Classes/Columns:
Masters (II); Masters with 60 units (IV); Highest Non Doctorate (V); Doctorate (VI)
2. The following steps will be compared:
Initial Step, Steps 6, 10, 12, 19 and highest step and highest initial placement to be determined by contract language

B. Medical Benefits

1. Compare Kaiser Employee only including all other paid benefits from the District (Dental, Vision, LTD, Life and EAP)
2. Compare highest offered medical plan: Blue Cross Employee plus 2 or more dependents including all other paid benefits from the District (Dental, Vision, LTD, Life and EAP)

C. District to include the Bay 10

An analysis of the degree to which the faculty total compensation data compares to the median as identified by the parameters for the Bay 10 Community College District shall be prepared. A report shall be compiled for use by both the AFT 6157 and the District. The intent of the data collection is to inform both the District and AFT 6157 in terms of future bargaining. It is not the intent for the data to be used to downgrade/reduce any Class or Step on current salary schedule.

8.2 SALARY SCHEDULES¹

- 8.2.1 The current salary schedules for full-time faculty shall be included as Appendix C-1 and C-2 of this contract.
- 8.2.2 Intersession and summer pro rata salary schedules for full time faculty for the first 40% load for lecture and lab shall be included as Appendix D-3 and D-4.

¹ Modifications were made to the 2001/02 salary schedule. Steps 1 through 5 of the schedule were eliminated. The faculty salary schedule was renumbered. Faculty at steps 1 through 5 were moved to step 6, and step 6 became step 1 on the renumbered schedule. A new step 17 was added for column IV. This step has the same conditions applied to the old step 22 for columns V and VI. A new step 19 was added for columns V and VI.

8.2.3 Full Time Faculty Working Less than 100%

A faculty member with return rights to a permanent contract position, who is employed with a load of 50% or more, but less than a full load of 100% shall receive the pro-rata salary as listed in Appendices C1 or C2.

8.3 PLACEMENT OF FACULTY ON SALARY SCHEDULE

Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with 8.4 and 8.5 and sub-sections of this article. Human Resources shall be responsible for the correct placement of each faculty member, in accordance with this contract. Human Resources and the AFT 6157 will review all salary placements of new contract faculty at Contract Administration meetings to confirm salary placement.

8.4 INITIAL CLASS PLACEMENT OF DISCIPLINES REQUIRING A MASTERS DEGREE

Class placement at time of employment is based on the following determining factors: A faculty member is placed in Classes II through VI depending upon earned degree(s) and number of academic units over and above degree(s). Occupational/vocational experience does not determine class placement.

- Class II – Master’s Degree
- Class III – BA+45 Units w/MA
- Class IV – BA+60 Units w/MA
- Class V – BA+81 Units w/MA
- Class VI – Doctorate

Class II – Master’s degree means the faculty has a minimum of the degree.

Class III – through Class V – BA + appropriate units with an MA degree as indicated above means the faculty member has a BA and a MA degree plus additional coursework over and beyond the BA degree. The +45, +60, and +81 units means the units were taken after the BA degree was awarded. “Taken beyond the BA degree” means graduate level courses from an accredited institution and foreign units and degrees as recognized by a foreign transcript evaluator are acceptable for placement on the salary schedule. Lower division courses are not acceptable for initial salary placement on the salary schedule. Upper division courses may be acceptable for salary placement if the units are approved by the college or university when awarded as part of the MA degree.

8.4.1 Degrees and units for initial placement must be earned at a college or university (accredited by either the U.S. Department of Education or the Council on Postsecondary Accreditation. It shall not mean an institution “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education.) Course work accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.

8.4.2 Academic graduate level units beyond a B.A. must be granted by a fully accredited college

or university.

8.4.3 Verification of Degrees, Units, and Experience

Degrees and academic units must be verified by official transcripts sent directly to Human Resources by the granting institution. Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to Human Resources no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.

8.4.4 Computation of Units

In placing faculty on the salary schedule, all college or university units shall be computed on the basis of the equivalent of a semester.

8.5 INITIAL CLASS PLACEMENT OF DISCIPLINES NOT REQUIRING A MASTERS DEGREE

Class placement at time of employment is based on the following determining factors. A faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s). Occupational/vocational experience is an element in determining placement.

Class II-AA+6 years work experience
Class III-AA+40 Units* or Bachelor's Degree
Class IV-AA+80 Units* or BA+20 Units
Class V-Master's Degree
Class VI-Doctorate

*Semester Units in Assigned Field

8.6 ORIGINAL STEP PLACEMENT

Minimum Step Placement-A newly appointed faculty member without previous educational service experience and/ or verified occupational/vocational experience shall be placed on Step 1.

Maximum Step Placement- A newly appointed faculty member who presents evidence of appropriate previous experience within the 60-day limit as defined in 8.4.3, shall be placed no higher than Step 6.

Faculty members shall be placed on the salary schedule step based on years of educational service and verified occupational/vocational experience.

In accordance with initial class placement as defined by Article 8.4 and Article 8.5, faculty within the District who were previously employed by the District as Grant Funded Non-Tenured Categorical Faculty and were hired without a break in service into a full-time tenure-track position shall maintain their current step placement.

If the faculty member's current step placement is not available in the Class in which they are now placed, the new step shall be closest to their current step.

8.6.1 Educational Service Placement for Positions Requiring a Master's Degree

For instructional and non-instructional experience in an accredited secondary school or college/university, faculty shall be placed on the salary schedule as follows:

- Step 1 0-3 years previous educational service
- Step 2 4 years previous educational service
- Step 3 5 years previous educational service
- Step 4 6 or more years previous educational service
- Step 5 7 years previous educational service
- Step 6 8 or more years previous educational service

8.6.1.1 Categorical Temporary Faculty Placement

Categorical temporary faculty hired into a tenure-track position, after serving under a year-to-year contract with no break in service, shall be entitled to an exemption of the highest initial step placement on step 6.

The member's categorical service, as a faculty member, shall be recognized in determining initial placement. Placement cannot exceed the salary schedule's provisions.

8.6.2 Full-time Education Service Experience

For step placement, year-for-year credit will be allowed on the basis of one (1) increment for each year of verified experience as teacher, counselor, librarian, nurse or other faculty position experience not to exceed the equivalent of Step 6. A year experience is obtained by paid full-time educational service in an accredited secondary school, college or university. One (1) year of full-time educational experience shall be defined as service rendered of no less than 75% of time and load during each semester of a previous qualifying school year. Employment as a teaching assistant or laboratory assistant will not be accepted as qualifying experience. Teaching experience must be as "the teacher of record".

8.6.3 Credit For Previous Academic Adjunct Educational Service

Credit for adjunct paid educational service shall be granted pro-rata based on the total teaching load taught by an instructor in the faculty member's previous employment at an accredited secondary school, college or university. Faculty may not be credited with more than one (1) year experience for service within any one (1) academic year. The total credit allotted for previous academic adjunct experience will be rounded off to the nearest whole number.

8.6.4 Verified Occupational/Vocational Experience for Positions not Requiring a Master's Degree

For verified occupational/vocational experience that is directly related to the member's position, faculty shall be placed on the salary schedule as follows:

- Step 1 0-4 full time years of occupational/vocational experience
- Step 2 5-6 full time years of occupational/vocational experience

- Step 3 7-8 full time years of occupational/vocational experience
- Step 4 9 full time years of occupational/vocational experience
- Step 5 10 full time years of occupational/vocational experience
- Step 6 11 or more full time years of occupational/vocational experience

8.6.5 Combination of Credit for Prior Educational Service and Verified Occupational/Vocational Experience

For placement, service can include a combination of educational service and directly related vocational/occupational experience not to exceed placement on Step 6. Faculty shall be placed on the salary schedule as follows:

- Step 1 Any combination of educational service and occupational/vocational experience equal 0-3 years
- Step 2 Any combination of educational service and occupational/vocational experience equal to 4 years
- Step 3 Any combination of educational service and occupational/vocational experience equal to 5 years
- Step 4 Any combination of educational service and occupational/vocational experience equal to 6 years
- Step 5 Any combination of educational and occupational/vocational experience equal to 7 years
- Step 6 Any combination of educational and occupational/vocational experience equal to 8 years or more

8.7 CREDIT FOR DOCTORAL DEGREE

Full-time instructors possessing an earned doctoral degree from an accredited institution (see article 8.4.1) shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the applicant shall provide an evaluation of equivalency and the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the U.S. Department of Education or the Council on Postsecondary Accreditation shall not qualify for this placement.

8.8 MILITARY, PEACE CORPS AND VISTA

Military, Peace Corps, and VISTA, or equivalent government service may be credited in lieu of educational service experience in the Faculty Service Area (FSA) applied for, provided the individual meets minimum qualifications for hiring or had completed the requirements for minimum qualifications in the FSA applied for, prior to the time of entering such service.

8.9 ADVANCEMENT OF ALL FULL-TIME FACULTY ON SALARY SCHEDULE

- 8.9.1 Advancement on the salary schedule is based on years of service (see 8.9.2) and on continuing educational development (see 8.9.3).

8.9.2 Advancement by Step

- 8.9.2.1 Advancement by step, down the salary schedule, is based on years of service. Faculty members employed on the regular salary schedule shall advance one (1) step for each year of service until the maximum in the class is attained.
- 8.9.2.2 Faculty members hired mid-academic year (spring semester) shall advance one (1) step on the following January 1st until their maximum step is reached.
- 8.9.2.3 Advancement shall not occur when the actual service rendered was less than 75% in time and load FTEF as an average for the entire academic year. Therefore faculty who work a total of 75% or more over the past academic year shall advance to the following step in the next year.
- 8.9.2.4 Faculty members classified as academic adjunct “Peralta Decision” employees shall advance one (1) step for each year of full-time service equivalency, 75% until the maximum step in the class is attained.

8.9.3 Movement Across Salary Classes

- 8.9.3.1 Movement across the salary classes is based on continuing educational development of the faculty member including education obtained while on sabbatical. It shall be the responsibility of each faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to Human Resources from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe. For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.
- 8.9.3.2 All required verifying evidence of completion for the movement across the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.
- 8.9.3.3 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non-academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The

Dean may present comments to the faculty member or forward comments to an administrator on the PRC.

- 8.9.3.4 For graduate units, service learning and learning communities, the faculty members will provide to their dean a copy of the materials to be submitted to Human Resources/PRC.

8.9.4 Graduate Course Credits

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.

8.9.5 Undergraduate Course Credit

Undergraduate course work (lower division and upper division courses) taken after initial employment as a temporary, contract or tenured faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area.

The faculty member shall obtain approval for undergraduate courses from the Professional Recognition Committee (PRC).

8.9.6 Credit for Non-Academic Experience

Full-time faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 8.9.3.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

8.9.7 Credit for Learning Communities and Service Learning

- 8.9.7.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes (For step increases using Professional Recognition See Article 10.3.8).

- 8.9.7.2 In order to qualify for credits for movement across the salary schedule, faculty must complete one or more of the following:

1. Learning Communities: To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a

minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit (1 unit) of linked classroom time (not the faculty member's own class) a faculty member shall receive 1 semester unit credit.
 - A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.
2. Service Learning: To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally, faculty members shall develop and implement service-learning projects for students by working directly with the Service-Learning Coordinator(s) and/or directly contacting community organizations.
- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
 - A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.

8.10 HIRE DATES

- 8.10.1 For tenure-track contract faculty hired at the beginning of a semester, the date of hire for seniority purposes shall be the first PD Day or the first day of the semester whichever comes first. For tenure-track contract faculty hired off-cycle (i.e. not at the start of a semester) the date of hire shall be the first date the faculty member rendered paid service.
- 8.10.2 If the new tenure-track contract faculty member was formerly an adjunct faculty member, he or she shall receive a new date of hire in accordance with section 8.10.1 above.
- 8.10.3 If the new tenure-track contract faculty member was a temporary faculty member in the previous academic year (immediately prior to becoming a tenure-track contract faculty member) for at least 75 percent of the academic year the date of hire shall be the first PD Day or the first day of the semester of the previous academic year whichever came first.
- 8.10.4 Education Code section 87470 permits the governing board of a community college district to employ academic employees, in programs and projects to perform services conducted under contract with public or private agencies, or other categorically funded projects of indeterminate duration. This service shall be included towards classification as a tenured or tenure-track contract faculty in accordance with 8.10.4.3 if both 8.10.4.1 and 8.10.4.2 occur:
- 8.10.4.1 The person has served as a faculty member pursuant to this section for at least 75 percent of the academic year.
- 8.10.4.2 The person is subsequently employed as a tenured or tenure-track contract faculty in a faculty position.

8.10.4.3 Where a faculty member qualifies under both 8.10.4.1 and 8.10.4.2 above, and has worked at least 75 percent of the academic year for one or more previous academic year(s), the date of hire as a tenured or tenure-track contract faculty shall be the date of hire of the first academic year where the faculty member worked at least 75 percent of the academic year. This adjustment in hire date shall only apply to consecutive academic years of qualifying service immediately prior to employment as a tenured or tenure-track contract faculty of the District. Any year where the faculty member worked less than 75 percent of the academic year and any year prior to that year does not qualify towards seniority.

8.11 SENIORITY NUMBERS

8.11.1 Faculty members will receive a seniority number upon date of hire. If there are multiple hires on the same start date, faculty members shall receive their seniority number by lot through a single drawing within 30 days of the date service was first rendered by the faculty member.

8.11.2 If a new tenure-track contract faculty member was hired under article 8.10.3 or 8.10.4 (in accordance with Education Code section 87470), faculty member will be added to the bottom of the seniority list for that particular date of hire. If there is more than one faculty member meeting this criteria, each will receive his or her seniority number through a single drawing within 30 days of the date tenure-track contract service was first rendered.

ARTICLE 9

ADJUNCT FACULTY AND SUBSTITUTES

9.1 SALARY SCHEDULE INCREASE

9.1.1 Salary Schedule Increase – 2018/2019

Adjunct Faculty – an amount equal to 2.5% increase in salary shall be applied to the salary schedules: Appendices D-1, and D-2 retroactive to July 1, 2018.

9.1.2 All adjuncts on Step 9 as of June 30, 2017, shall move to Step 10. Step 10 pay shall be effective on the first pay period of Fall 2017.

9.1.3 Salary Schedule – Periodic Review

The compensation philosophy as stated by President Fuentes at the November 27, 2012 Board of Trustees meeting is:

San Jose-Evergreen Community College district's compensation philosophy demonstrates our commitment to fairness and equity. Total compensation must communicate the desire to attract and retain professional at all levels. The goal is to target the median total compensation in relation to the Bay 10 community College districts. The median for positions were (are) examined by periodic reviews as necessary to allow for the assessment of the District's total compensation levels. Total compensation is defined by the combination of salary and benefits.

The District and AFT 6157 agree that beginning June 1, 2013, the District shall conduct a "periodic" review of faculty total compensation. The District and AFT 6157 further agree on the following parameters for which compensation data shall be collected for adjunct faculty:

Compensation shall be compared to include but not limited to the following:

A. Classes and Steps

1. The following Classes/Columns:
Masters (II); Masters with 60 units (IV); Highest Non Doctorate (V); Doctorate (VI)
2. The following steps will be compared:
Initial Step, Steps 3, 6, 8 and highest step and highest initial placement to be determined by contract language.

B. District to include the Bay 10

An analysis of the degree to which the faculty total compensation data compares to the median as identified by the parameters for the Bay 10 Community College District shall be prepared. A report shall be compiled for use by both the AFT 6157 and the District. The intent of the data collection is to inform both the District and AFT 6157 in terms of

future bargaining. It is not the intent for the data to be used to downgrade/reduce any Class or Step on the current salary schedule.

9.2 SALARY SCHEDULE

- 9.2.1 The adjunct lecture salary schedule for lecture adjunct and long-term substitute faculty shall be 68.38 percent of the full-time faculty designated salary, pro-rated in accordance with their unit assignment. This compensation formula shall be included as Appendix D-1 of this contract which is the pro rata salary schedule based on 68.38 percent of the full time salary schedule for adjunct faculty.
- 9.2.2 The adjunct lab salary schedule for lab adjunct and long-term substitute faculty shall be 79 percent of the full-time faculty designated salary, pro-rated in accordance with their unit assignment. This compensation formula shall be included as Appendix D-2 of this contract which is the pro rata salary schedule based on 79 percent of the full time salary schedule for adjunct faculty.
- 9.2.3 For Other Contract pay: Non Instructional, Directed Study, Work Experience: see Appendix D-5.
- 9.2.4 Adjunct Faculty who exceed the 67% Rule
Adjunct faculty who exceed a load of 67% in a single semester shall be placed on the salary schedule in appendices C1 or C2 and paid based on load.

9.3 PLACEMENT OF ADJUNCT FACULTY ON SALARY SCHEDULE

Adjunct Faculty members assigned to provide instructional and non-instructional services shall be placed on the salary schedule and assigned to one of the five (5) salary classes in accordance with sections 9.4 and 9.5. The District shall be responsible for the correct placement of each adjunct faculty member, in accordance with this contract, and shall forward a copy of the placement and how it was derived to the AFT 6157 upon written request of the AFT 6157.

Faculty within the District who were categorical non-tenured faculty and were hired without a break in service into an adjunct position shall maintain their current CLASS placement.

9.4 INITIAL CLASS PLACEMENT OF ADJUNCT FACULTY IN DISCIPLINES REQUIRING A MASTERS DEGREE-Effective Fall 2007

Class placement at time of employment is based on the following determining factors. An adjunct faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s).

Class II – Master’s Degree
Class III – BA+45 Units w/MA
Class IV – BA+60 Units w/MA
Class V – BA+81 Units w/MA

Class VI – Doctorate

Class II – Master’s degree means the faculty has a minimum of the degree.

Class III – through Class V – BA + appropriate units with a MA degree as indicated above means the faculty member has a BA and an MA degree plus additional coursework over and beyond the BA degree. The +45, +60, and +81 units means the units were taken after the BA degree was awarded. “Taken beyond the BA degree” means graduate level courses from an accredited institution and foreign units and degrees as recognized by a foreign transcript evaluator are acceptable for placement on the salary schedule. Lower division courses are not acceptable for initial salary placement on the salary schedule. Upper division courses may be acceptable for salary placement if the units are approved by the college or university when awarded as part of the MA degree.

9.4.1 Degrees and units for initial placement must be earned at a college or university (accredited by either the U.S. Department of Education or the Council on Postsecondary Accreditation. It shall not mean an institution “approved” by the California Department of Education or by the California Council for Private Postsecondary and Vocational Education). Course work accomplished at foreign institutions will be accepted as evaluated by a recognized foreign transcript evaluator.

9.4.2 Academic graduate level units beyond a B.A. must be granted by a fully accredited college or university.

9.4.3 Verification of Degrees, Units, and Experience

Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to the District no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic, teaching or work experience verification received subsequent to the sixty (60) day limit, but may be considered for subsequent advancement credit.

9.4.4 Computation of Units

In placing adjunct faculty on the salary schedule, all college or university units shall be computed on the basis of the equivalent of a semester.

9.5 INITIAL CLASS PLACEMENT OF ADJUNCT FACULTY IN DISCIPLINES NOT REQUIRING A MASTERS DEGREE – Effective Fall 2007

Class placement at time of employment is based on the following determining factors. An adjunct faculty member is placed in Classes II through VI depending upon degrees and number of academic units over and above degree(s). Occupational/vocational experience is an element in determining placement. Below are the minimum qualifications.

Class II-AA+6 years work experience
Class III-AA+40 Units* or Bachelor’s Degree
Class IV-AA+80 Units* or BA+20 Units
Class V-Master’s Degree

Class VI-Doctorate

*Semester Units in Assigned Field

9.6 SALARY STEP PLACEMENT

Each faculty member is responsible for providing official transcripts, teaching and work experience verifications to the Office of Academic Support located at San Jose City College, or to the Office of Academic Services located at Evergreen Valley College no later than sixty (60) days after the beginning date of hire. Credit may not be granted retroactively for academic teaching or work experience verifications received subsequent to the sixty (60) day limit.

Faculty members employed for adjunct service shall be placed on the adjunct faculty salary schedule step for which their years of educational service and occupational vocational experience qualify them.

9.6.1 Educational Service Placement for Positions Requiring a Master's Degree

For instructional and non-instructional experience in an accredited secondary school or college/university, faculty shall be placed on the salary schedule as follows:

- Step 1 0-3 years previous educational service
- Step 2 4 years previous educational service
- Step 3 5 or more years previous educational service
- Step 4 6 or more years previous educational service
- Step 5 7 years previous educational service
- Step 6 8 or more years of previous educational service

9.6.2 Verified Occupational/Vocational Experience for Positions not Requiring a Master's Degree

For verified occupational/vocational experience that is directly related to the member's position, faculty shall be placed on the salary schedule as follows:

- Step 1 0-4 full time years of occupational/vocational experience
- Step 2 5-6 full time years of occupational/vocational experience
- Step 3 7-8 full time years of occupational/vocational experience
- Step 4 9 or more full time years of occupational/vocational experience
- Step 5 10 full time years of occupational/vocational experience
- Step 6 11 or more full time years of occupational/vocational experience

9.6.3 Credit for Prior Educational Service and Verified Occupational/Vocational Experience

For placement, service can include a combination of educational service and verified directly related vocational/occupational experience not to exceed placement on Step 6. Adjunct faculty shall be placed on the salary schedule as follows:

- Step 1 Any combination of educational service and occupational/vocational experience equal 0-3 years
- Step 2 Any combination of educational service and occupational/vocational experience equal to 4 years

- Step 3 Any combination of educational service and occupational/vocational experience equal to 5 years
- Step 4 Any combination of educational service and occupational/vocational experience equal to 6 years or more
- Step 5 Any combination of educational and occupational/vocational experience equal to 7 years
- Step 6 Any combination of education service and occupational/vocational experience equal to 8 years or more

9.7 ADVANCEMENT BY STEP

Faculty members employed on the adjunct salary schedule shall advance one (1) step after completing the equivalent of 33% of an annual load for one academic year until the maximum step is attained. Faculty members hired mid-academic year (spring semester) shall advance one (1) step after completing the equivalent of 33% of an annual load for one academic year on the following January 1st until their maximum step is reached.

9.8 ADVANCEMENT OF ALL ADJUNCT FACULTY ON SALARY SCHEDULE

Effective Fall 2007 adjunct faculty were placed on the full time salary schedule at a pro rata amount which meant they were able to advance on the salary schedule. The effective date means that undergraduate (lower and upper division), graduate courses, credit for non-academic experience as delineated in Article 9.8, learning communities, and service learning must have occurred after employment with the District and after Fall 2007.

9.8.1 Movement Across Salary Classes

9.8.1.1 Movement across the salary classes is based on continuing educational development of the faculty member. It shall be the responsibility of each adjunct faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to the District from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe. For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.

9.8.1.2 All required verifying evidence of completion for the movement across the salary schedule must be submitted to the District. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information

received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

9.8.1.3 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The Dean may present comments to the faculty member or forward comments to the administrator on the PRC.

9.8.2.4 For graduate units, service learning and learning communities, the faculty member will provide to their dean a copy of the materials to be submitted to Human Resources/PRC.

9.8.2 Graduate Course Credits

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the American Council on Education.

9.8.3 Undergraduate Course Credit

Undergraduate coursework (lower division and upper division courses) taken after initial employment as an adjunct faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional adjunct faculty member's skills and/or ability in the teaching or service area. The faculty member shall obtain approval for undergraduate courses from the Professional Recognition Committee (PRC).

9.8.4 Credit for Non-Academic Experience

Adjunct faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 9.8.1.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

9.8.5 Credit for Learning Communities and Service Learning

9.8.5.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes.

9.8.5.2 In order to qualify for credits for movement across the salary schedule, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit (1 unit) of linked classroom time (not the faculty member's own class) a faculty member shall receive 1 semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.

2. Service Learning

To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally, faculty members shall develop and implement service-learning projects for students by working directly with the Service-Learning Coordinator(s) and/or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single class movement for participation in this initiative.

9.9 CREDIT FOR DOCTORAL DEGREE

Adjunct faculty possessing an earned doctoral degree from an accredited (see Article 9.4.1) shall be automatically placed in Class VI. If a doctoral degree was earned at a foreign university, the applicant shall provide an evaluation of equivalency and the District shall apply the same evaluative standards to determine its value as would the State Chancellor's Office. Holders of honorary doctoral degrees and degrees from institutions not accorded recognition by the American Council on Education shall not qualify for this placement.

9.10 ADJUNCT FACULTY PARITY/EQUITY

9.10.1 Parity Definition

The District and the AFT 6157 are committed to a 100% parity definition for all adjunct faculty, and to work towards increasing the percentage of pro-rata pay to 100% on the salary schedule for adjunct and full-time overload. The increase to 100% parity is contingent upon the District's receipt of additional State Adjunct Faculty Compensation Funding. Nothing in this Agreement prevents additional negotiations on this subject, including negotiations to identify potential additional sources of funding, in accordance with the collective bargaining

process.

- 9.10.2 The parity percentage shall be adjusted in accordance with any negotiated changes to the adjunct faculty contract load consistent with the goal of achieving 100% parity. The 100% parity would include the addition of professional duties and office hours on a pro-rata basis and that the modification/addition of these duties will be subject to bargaining.

9.11 REDUCTION IN SALARY

When a reduction in salary would result from a revision to the salary schedules, the faculty member's salary shall be maintained at the faculty member's current level of compensation until the next applicable advancement on the salary schedule.

9.12 ASSIGNMENT LENGTH AND MAXIMUM LOADING

Adjunct faculty members shall be responsible and accountable for all District assigned service during the college semester for which they are employed. Assignments are limited to a maximum of 67% of a full load.

9.13 PAY FOR PARTICIPATION IN PROFESSIONAL DEVELOPMENT DAYS AND ADDITIONAL ASSIGNMENTS

9.13.1 Professional Development Days:

Two Fall and January Professional Development Days: Adjunct faculty shall be paid for activities which they participate, not to exceed four (4) hours per PD day. Adjunct faculty are eligible to receive two (2) additional hours of pay by participating in college designated activities on each of these three (3) professional development days up to a maximum of six (6) hours per each PD day.

The March/April Professional Development Day: Adjunct faculty shall be paid for activities in which they participate, not to exceed four (4) hours per PD day. No adjunct faculty will be paid for both regularly scheduled service and a PD day activity which occur during the same hour.

- 9.13.2 Adjunct faculty shall be paid on the non-instructional salary schedule for participation when an administrator offers additional assignments for accreditation committees, program review committees, division/department meetings outside of Professional Development Days, for advising student organizations and for other work assigned by an administrator. These assignments must be offered and accepted using written communication and may use a form such as the Non-Instructional Assignment Agreement.

Additional assignments described in this section are not subject to SRP contract provisions.

9.14 OFFICE HOURS

Adjunct faculty duties and responsibilities will include office hours. Adjunct faculty members will

be responsible for keeping office hours for each class taught. Office hours shall be based on the standard of one half (.5) hour for each 20% load course. Work experience does not determine appropriate locations for office hours may include, but are not limited to, division offices, division labs, classrooms, tutorial centers, library, student council chambers, campus center, and, at the discretion of the individual regular faculty, shared faculty offices.

9.15 DISBURSEMENT OF SALARY CHECKS TO ADJUNCT FACULTY AND REIMBURSEMENT REQUIREMENT IN CASE OF SALARY OVERPAYMENT

9.15.1 Salary checks shall be disbursed to adjunct faculty members on the tenth (10th) of each month in equal payments, as applicable, in September, October, November, December and January for the fall semester, and February, March, April, May and June for the spring semester. Faculty hired at other times during the semester shall be paid on the tenth (10th) of each month following commencement of services.

9.15.2 The District shall determine pay based on scheduled assignments as of August 11 and January 11. Class cancellations in September and February may lead to salary overpayments on September and February paychecks for cancelled classes. To remedy any overpayments, the District shall rely on the following methods of recovery:

- a. Deduct the overpayment amount, divided equally, from the remaining salary checks within the semester. This method of repayment is available to any adjunct faculty member who continues on the District payroll for the semester in which the class(es) were canceled. To initiate a wage deduction, the adjunct faculty member must voluntarily provide written authorization by signing the Offer of Academic Employment and Contract,
- b. Directly repay the District the overpayment amount. This method of repayment is required for adjunct faculty members who do not remain on the District's payroll after the cancellation of their class(es). The adjunct faculty member shall receive a notice (first class mail) of a salary overpayment and shall reimburse the District the full amount of the overpayment within 30 calendar days.
 - o Any adjunct faculty member who fails to reimburse the District the full amount of any salary overpayment shall be ineligible for future employment by the District until the adjunct faculty member reimburses the District the full overpayment amount. This provision does not limit the District's right to seek recovery through any method chosen by the District of any salary overpayment amount not fully reimbursed by the adjunct faculty member.
 - o To be eligible for seniority rehire preference, the adjunct faculty member must have met all requirements for salary overpayment reimbursement in accordance with section 9.16.2.

9.15.3 Withdrawal of SRP

SRP is withdrawn if the adjunct faculty member fails to reimburse the District the full amount of any salary overpayment in accordance with the requirements of section 9.15.2.

9.16 RETIREMENT SYSTEMS/SOCIAL SECURITY TAXES/TAX SHELTERED PROGRAMS

Each new adjunct faculty member will be provided information about all retirement options and required to make a choice in writing within (30) thirty days.

9.16.1 Public Retirement System

Adjunct faculty who do not belong to a public retirement system have the option of enrolling in the State Teachers Retirement System (STRS) defined benefit plan or the STRS cash balance plan. Enrollment in the STRS cash balance will result in a reduction of four percent (4%) of the adjunct faculty member's wages being deposited in the cash balance account at STRS. An equal amount will be contributed by the District.

9.16.2 Social Security & STRS Calculation

Adjunct faculty employed before January 23, 1998, who choose not to participate in either STRS plan, shall have their wages subject to Social Security, to which the District and faculty shall contribute equally on the first day of the month.

By mutual agreement between the District and AFT, the option for any adjunct faculty to elect Social Security and opt out of STRS shall be investigated. If the District finds that it is legal to offer Social Security to adjuncts who choose to opt out of STRS and if the Board of Trustees approves this offering, it will be implemented.

9.16.3 District Employed STRS/PERS Retirees

1. All adjunct faculty who have previously retired from a STRS/PERS employer and who do not contribute to STRS/PERS and teach as adjunct faculty in the District shall participate in an APPLE (Accumulation Program for Part-time and Limited-service Employees) Plan. The plan is qualified under Internal Revenue Code 3121 Section 401(a) or 457(b).
2. Effective the month following ratification, the District shall contribute to an APPLE retirement fund 3.75% each pay period being deposited into the APPLE account.
3. All APPLE participants shall have deducted 3.75% each pay period to be deposited into the APPLE account as a match to the District's contribution.
4. Participants are 100% vested beginning with first contribution.
5. The APPLE plan permits withdrawals under the following events:
 - a. Change in Employment Status (STRS eligibility)
 - b. Termination of Employment

- c. Retirement
- d. Permanent Disability
- e. Death
- f. Age 70½

9.16.4 Tax Sheltered Programs

- 9.16.4.1 Faculty members may participate in a 403 (b) program of their choice, providing the company will sign the District's Hold Harmless Agreement.
- 9.16.4.2 Faculty members may participate in a 457 plan.

9.16.5 Creditable Service

For the purpose of providing creditable service reporting to the State Teachers Retirement System (STRS) as defined in Education Code Section 22138.5, the following establishes the District service standards for a year of service credit:

- 9.16.5.1 1,050 hours per year for non-instructional faculty including but not limited to counselors, librarians and health center nurses
- 9.16.5.2 525 hours per school year for all lecture instructors
- 9.16.5.3 700 hours per school year for all lab instructors

9.16.6 Sick Leave Conversion For Retirement and Transfer:

Upon retirement or transfer, sick leave for adjunct faculty on the STRS/PERS defined benefits retirement plan shall be converted to days based on the following formula:
Total Number of accumulated sick leave hours divided by 3.

This section shall become effective July 1, 2010.

9.17 SENIORITY REHIRE RIGHTS

- 9.17.1 Adjunct faculty may attain Seniority Rehire Preference (SRP) status at either 33% or 40% load. The load requirement to satisfy the SRP entitlement is 33%/40%. The load limit should not be construed to be 33%/40%. Adjuncts may be offered additional assignments that exceed the SRP load requirement up to 67%. Assignments are defined by load. SRP status provides a qualified adjunct faculty member with seniority rehire preference rights over other less senior adjunct faculty for a single discipline. Discipline is defined by the *Minimum Qualifications for Faculty and Administrators in California Community Colleges*. Nothing in this language prohibits a faculty member from additional assignments outside the single discipline as long as the faculty member meets the Minimum Qualifications and is qualified as outlined in 9.18.2.

In the special circumstances where an adjunct faculty member with SRP does not receive the 33% or 40% SRP load (underloaded) in the SRP discipline, the adjunct faculty member may be entitled to additional assignments outside the single discipline based on the following:

- Current SRP Faculty in a single discipline (prioritized by SRP date within discipline)

- Underloaded adjunct faculty member is placed at the bottom of the SRP list in the alternate discipline
- Underloaded adjunct faculty member does not “move up” the SRP list according to his/her original SRP date
- The underloaded faculty member may not displace any assigned sections with other adjunct faculty members in the alternate discipline.

Underloaded adjunct faculty member bears the responsibility to notify alternate discipline dean for additional assignments. Alternate assignments shall be made on a semester basis only.

9.17.2 For the purposes of this article only, “qualified” shall mean (1) meeting the state minimum qualification for the “Faculty Service Area” (FSA), (2) having adequate preparation for the specific course for assignment through appropriate education or experience, and (3) possessing effective skills relevant to the specific course or assignment. The deans shall retain the “right of assignment” and will determine what courses will be offered to best meet the needs of the students and the division/department. Adjunct faculty members shall be assigned classes by seniority. A seniority list shall be established for all adjunct faculty based on their first adjunct employment in the District. Any service preceding a break in service of five years or more shall not count towards seniority. Therefore a seniority date will be changed to the most recent hire date if the adjunct faculty member has not been employed by the District for five (5) or more academic years. In cases of equal seniority between two or more adjunct faculty members, ties shall be determined by lot.

9.17.3 Attaining SRP: Adjunct Faculty

9.17.3.1 To be eligible for seniority rehire preference, the adjunct faculty member shall teach a minimum 33% load per semester (not including summer session or intersession) for three (3) consecutive semesters with positive performance evaluations. If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.

9.17.3.2 To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to 33% or more load and positive performance evaluations as described above in Section 9.18.3.1. The 33% (175 hours or more) is based on a full semester calculation.

9.17.3.3 An exception to the three (3) consecutive semester rule shall apply when an adjunct faculty member has worked at least 33% for two consecutive semesters with positive evaluations, is offered and accepts at least 33% for a third consecutive semester, but actually works 10% or more but less than 33% due to any of the following:

- The adjunct faculty member’s class is cancelled

- The adjunct faculty member accepts an assignment for the District at either campus that is not a regular adjunct faculty assignment.
- A part of the assignment is withdrawn because it is needed to fill the load of a full-time faculty member (to 100%) or of an adjunct faculty member with SRP where a load correction was necessary (to 33% or 40%, depending on SRP status).

9.17.3.4 The adjunct faculty with a 10% or greater load shall be evaluated for attaining SRP based on the remaining load.

9.17.3.5 For adjunct faculty who teach classes that are offered only once a year, SRP may be earned by meeting the standards contained in section 9.18.1 and by teaching a 33% or 40% load over three consecutive academic years with positive evaluations.

9.17.4 Attaining SRP: Full-Time Categorical Non Tenured Faculty and Temporary Full-Time Faculty

In the event that full time categorical non tenured faculty members and temporary full time faculty are subsequently hired without a break in service, as an adjunct faculty their teaching/non instructional experience shall be applied to attaining SRP at 40%.

9.17.4.1 If they have three (3) consecutive semesters and positive evaluations (Article 9.18.3.1) they will have SRP at 40%

9.17.4.2 With less than 3 consecutive semesters, they will be in the process of attaining SRP with the number of semesters they have already completed.

9.17.5 Adjunct Faculty with SRP: This section applies to adjunct faculty members who have already achieved SRP

9.17.5.1 Once seniority rehire preference has been granted, ongoing evaluations of performance shall occur once every six (6) semesters or more often if warranted. The summary evaluation for adjunct evaluations shall be determined by mutual agreement between the peer and the administrator.

Re-employment preference may be withdrawn if an appraisal of the adjunct faculty member's performance is unsatisfactory in any of the four categories on the summary evaluation form. If there is prior discipline or if an investigation of student complaints or surveys substantiates performance problems, an improvement plan may be discussed with adjunct faculty members.

9.17.5.2 To be eligible for seniority rehire preference, non-instructional faculty, counselors, librarians and nurses must have an assignment equal to 33% or more load and positive performance evaluations as described above in Section 9.18.3.1. The 33% (175 hours or more) is based on a full semester calculation.

9.17.5.3 SRP is withdrawn if the adjunct faculty member does not work the SRP load in any semester except for the following reason:

- Leaves that are comparable to those defined in the Family Medical Leave Act (FMLA), such as for the birth, adoption or placement of a foster child; to care for a seriously ill family member or domestic partner; or medical leave for the serious illness of the faculty member.
- An adjunct faculty member's class is canceled.
- An adjunct faculty member accepts an assignment for the District at either campus that is not a regular adjunct faculty assignment.
- The assignment is withdrawn because it is needed to fill the load of a full time faculty member (to 100%) or to fill the load of an adjunct faculty member with SRP where a load correction was necessary (to 33% or 40%, depending on SRP status).
- An adjunct faculty member with SRP may request one semester off during a five semester period and still maintain SRP. Eligibility for each subsequent leave shall be measured from the beginning of the semester that the prior leave was taken. An adjunct faculty member who makes such a request shall receive an evaluation prior to approval of the request for time off. The adjunct member must receive a positive evaluation for approval to take time off while maintaining SRP.
If an evaluation is not performed, it shall be considered as if a positive evaluation has occurred.

9.17.5.4 Insufficient Load for SRP Adjunct Faculty

- SRP is maintained if the only available load is less than the 33%/40% SRP entitlement.
- If no load is available, the adjunct faculty member shall remain on the SRP list for four (4) academic semesters beginning with the semester in which no load was available. At the end of four (4) academic semesters, assuming no available load, the adjunct shall be removed from the SRP list.
- Each semester the administrator/designee shall by district email, provide the adjunct faculty notification of class availability and request for preferences. The administrator/designee shall notify adjunct faculty when no load is available.

9.17.6 Award of Seniority Rehire Preference: Adjunct faculty who have successfully achieved SRP shall receive a notification from the Office of Academic Support (SJCC) or the Office of Academic Services (EVC). The notice shall confirm the award of Seniority

Rehire Preference (SRP), the responsibility to retain SRP by the maintenance of the 33%/40% load requirement, and a reference to Article 9.18 of the Collective Bargaining Agreement. The load requirement to satisfy the SRP entitlement is 33%/40%. The load limit should not be construed to be 33%/40%. Adjuncts may be offered additional assignments that exceed the SRP load requirement up to 67%.

9.17.7 Adjustment in Seniority Rehire Status:

An adjunct faculty member who attained SRP at 33% shall achieve SRP at 40%, after an additional three consecutive semesters of working with a minimum load of 40% retroactive beginning with the Spring 2012 semester. The retroactivity provision applies to those individuals who had earned SRP at 33% and worked with a minimum load of 40% in Spring 2012, Fall 2012, Spring 2013 shall have their SRP status adjusted to 40%. Effective Fall 2014

9.17.8 Standing/rank on the seniority rehire list does not guarantee a minimum load or, in the case of a class cancellation, it does not provide the right to claim an assignment already offered to and accepted by an adjunct faculty member of lower rank (or no rank). Seniority rehire preference will be exercised during the scheduling process but will not supersede student demand for courses, instructional program requirements, or required competence for teaching specific courses.

9.17.8.1 Within the established schedule development process, the amount of time to build a schedule for each term varies given the size and complexity of the academic unit. Deans are provided with an SRP list that identifies the faculty by name, division, department, hire date and SRP%. Each division/ department's process may differ in terms of specifics but each must adhere to the priority of assignments.

9.17.8.2 The Dean shall

- inform the adjunct regarding the division/department's process.
- use a process that ensures assignments are offered to those who have earned the rehire rights by seniority and are qualified to teach the specific course.
- solicit input from adjunct faculty regarding preferences and availability.

9.17.9 All full time (tenured, tenure-track, and new hires) will be placed on the seniority list for overload assignments. Full time faculty will have the "right of first refusal" for un-staffed classes/assignments while schedule is finalized for each academic term before consideration of adjunct faculty on the seniority list. Once schedule is published any un-staffed classes/assignments that become available shall be offered, in order of seniority, to SRP adjuncts that are qualified to teach before the assignments are offered to any other. Load for an SRP adjunct may be in the range of 33% to 67%, but never to exceed 67%.

9.17.10 Retiree Rights to SRP: All full time faculty members who retire from the District and are

hired by the District to teach as adjunct instructors shall be considered initially to have SRP.

9.17.10.1 It is agreed that these retirees have already accomplished their three (3) consecutive semesters of teaching 33% or more with positive evaluations.

9.17.10.2 These returning retirees shall be placed on the SRP list in order of seniority, integrated into the current list of adjunct faculty with SRP.

9.17.10.3 These retired faculty members shall be subject to all other conditions of SRP except that retirees shall have the right to reduce their work load permanently and still maintain their SRP status for a period of eight semesters. At the end of eight semesters, employment with the District shall cease. (Exception: the first 180 days following retirement shall not be considered a break in service.)

9.17.11 Adjunct Retirees:

An adjunct faculty member who separates from employment due to retirement shall have SRP status re-instated if rehired within one year of retirement date. Upon rehire to SRP status, the adjunct faculty member shall retain their original date of hire and the step and column placement prior to retirement.

Upon separation due to retirement the adjunct faculty shall have access to the District email and free classes for one year.

9.18 SUMMER SCHOOL/INTERSESSION ASSIGNMENTS

Summer and intersession assignment preferences will be given to full time faculty first. If a full time faculty member declines the assignment(s), then the Division Dean shall offer summer assignment(s) or intersession assignments to qualified adjunct faculty in their division who (1) were not employed during the previous summer/intersession, or (2) who were employed during the previous summer and/or intersession. Adjunct faculty in their first year of employment with the District shall be placed at the bottom of the rotation.

9.19 DAY-TO-DAY SUBSTITUTES

1. Day-to-day substitutes could be hired to prevent stoppage of district business when an actual emergency arises, in order to cover faculty absences to prevent falling below minimum instructional contact hours. College administration may employ faculty as day-to-day substitutes for up to twenty (20) consecutive working days for the assignment according to Education Code 87480 regardless of current load.
2. Adjunct faculty are the primary resource for substitutes.
 - a. The time served as a substitute replacement for absent faculty (up to 20 consecutive work days) does not increase the substitute faculty's contracted load.

- b. If an adjunct faculty is not available, full time faculty loaded at less than 130% may work as a substitute.
3. If service continues beyond the twenty (20) work day substitute limit, the totality of the assignment shall be converted to increased load not to exceed 67% (Adjunct) or 140% (Full-time).
4. Adjunct faculty loaded at 67% may not work beyond the twenty (20) working day substitute limit per assignment.

9.20 CANCELLATION OF CLASSES ASSIGNED

When an adjunct faculty member's class is canceled in accordance with provisions of section 12.8 of this agreement, the faculty member's assignment shall be terminated. When classes are canceled after they have started, the instructor shall be paid for actual services rendered up to the time of cancellation. If an opportunity exists, another teaching assignment may be offered.

9.21 MEDICAL BENEFITS

9.21.1 A medical benefit package has been implemented August 2002.

9.21.2 Medical benefits will be consistent with the definition stated in the California Education Code, Section 87861 et seq., which defines health insurance benefits to include medical benefits but not vision or dental benefits.

9.21.3 The District will provide health benefits to adjunct faculty allowed under Ed. Code Sec. 87861 as follows:

- Adjunct faculty must work at least 40% cumulative equivalent of a minimum full-time faculty assignment.
- Faculty members will pay one-half (1/2) of the monthly premium.
- The District will submit a claim through the State for 50% matching funds.
- State reimbursement is precluded for adjunct faculty with health benefit insurance from another employer. Therefore, adjunct faculty seeking to qualify for health benefits must provide certification that no other coverage exist.
- Adjunct faculty who are eligible for health benefits shall have the option to add coverage for eligible dependents at the employee's cost.

9.21.4 The District shall provide for 50% of the cost of the SJECCDSISC Full-Time Kaiser Health Plan (employee only). Each adjunct faculty who participates in the plan shall pay their 50% contribution through a monthly payroll deduction spread over four months of pay

during each academic semester.

9.21.4.1 Employee Assistance Plan

The District shall provide an adjunct faculty member employee assistance plan for each eligible member participating in the SISC Full Time Kaiser Health Plan.

9.22 FLEXIBLE SPENDING ACCOUNT-IRC 125

Adjunct faculty shall be entitled to participate in this plan in accordance with the legal requirements for providing/administering this program.

9.23 HOLIDAYS

Adjunct faculty members shall not be required to work on holidays as set by law or declared by the board.

9.24 LEAVES FOR ADJUNCT FACULTY MEMBERS

Adjunct faculty members shall be entitled to leave in proportion to their workload for the following:
[Also see Article 13, Leaves and Absences]

- A. Illness, accident or quarantine
- B. Personal necessity
- C. Bereavement
- D. Industrial accident and illness
- E. Pregnancy disability
- F. Military
- G. Professional conferences and meetings
- H. Jury service
- I. Family Medical Leave Act (FMLA)-In accordance with legal requirements

9.25 LOCATION OF ADJUNCT FACULTY PERSONNEL FILES

See Article 6.1.2.

9.26 SICK LEAVE ANNUAL ENTITLEMENT, ADJUNCT FACULTY

Adjunct faculty shall be entitled, for each semester of service, to a pro-rata of five (5) days of sick leave based on their percentage of load. [See Article 13, Leaves and Absences]. Paychecks for adjunct faculty shall reflect the number of sick hours accrued. See Articles 13.5.1.4 & 13.5.1.5 for further reference on sick leave entitlement for adjunct faculty.

9.27.1 Implementation of State Disability:

The California Unemployment Insurance Code permits community college districts to enroll in the California State Disability Insurance Program for the select employee groups such as

adjunct faculty members who are not covered by other sources of disability insurance. The full cost of the State Disability Insurance is paid by the adjunct faculty member through payroll deduction. Application for acceptance into the program is in accordance with the process provided by the Employment Development Department.

9.27 ADJUNCT FACULTY MEMBERS BILL OF RIGHTS

- 9.27.1 Adjunct faculty shall be considered to be an integral part of their departments and given all the faculty rights in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, computers and printers, reprographic services, copy machines, supplies, mail boxes, library, and professional development.
- 9.27.2 Adjunct faculty should be informed of assignments at least six weeks in advance whenever possible.
- 9.27.3 The names of adjunct faculty should be listed in the schedule of classes rather than just described as “staff” whenever possible.

ARTICLE 10

PROFESSIONAL RECOGNITION

10.1 COMMITTEE

A Professional Recognition Committee (PRC) shall be formed within the District to review applications submitted by faculty members for professional recognition salary increments and for sabbatical leaves (Article 14).

10.1.1 The District PRC shall be composed of the following

- a. a total of three (3) administrators;
- b. a total six (6) faculty - three (3) from each campus appointed by the Senates of each college.
- c. Professional Recognition Committee Chair (PRC Chair): Each semester the two colleges shall provide 5% released time each to the PRC Chair for a total of 10% released time.

Members of the PRC shall abstain from voting on their own applications.

10.1.2 Responsibilities of the PRC

The PRC shall be responsible for 1) reviewing applications, and 2) recommending approval of sabbatical applications to the Chancellor, and verifying completion of planned activities for the award of professional recognition salary increments and sabbatical leaves.

The Committee shall act fairly and impartially and will treat all applicants respectfully as it carries out its responsibilities. The Committee shall follow appropriate procedures for the orderly implementation of this policy which may include, but not be limited to:

- a. Reviewing and considering applications for the initiation of a professional recognition salary increment period (Steps 14, 17 & 19);
- b. Reviewing and considering modifications to professional recognition plans;
- c. Reviewing and considering requests for extensions of the professional recognition salary increment period.
- d. Reviewing and considering evidence of completion of the planned work for professional recognition;
- e. Creating forms to accomplish the purposes of this policy (See 10.1.3 below);
- f. Creating guidelines for judging professional recognition plans, which shall be agreed to by

the District and the AFT 6157 prior to implementation.

- 10.1.3 All forms and dates shall be approved by the District and the AFT 6157. If these forms and dates are not acceptable, they shall become the subject of negotiations between the District and the AFT 6157.

10.2 ELIGIBILITY FOR PROFESSIONAL GROWTH

There are three options for professional growth:

10.2.1 Option 1: Professional Growth Activity Payment

Full time regular and adjunct faculty members who are placed in classes IV, V, and VI at step 4 or above on the current salary schedule and who have completed three (3) years satisfactory service in the District may qualify for a salary adjustment in the following academic year based on additional educational training and/or experience.

- 10.2.1.1 For approved professional growth activities, payment shall be made on the basis of \$175 per semester unit or the equivalent to a maximum of six (6) units within any three (3) year period.

- 10.2.1.2 Faculty may submit applications for growth activity payment awards to the PRC once annually and no later than April 1st of the school year. The committee shall review each request and shall notify applicants of their recommendations no later than May 10th of each academic year.

- 10.2.1.3 Applications shall be obtained from and submitted to Human Resources, which shall forward them to the chairperson of the PRC.

10.2.2 Option 2: Professional Recognition Salary Increments-Steps 14, 17 and 19 is available to regular full time faculty. They will become available to adjunct only when negotiations include these steps for adjunct faculty

- 10.2.2.1 A faculty member is eligible to initiate a professional recognition salary increment after reaching step 11 on the salary schedule in classes IV through VI.

- a) Eligibility to initiate

Step 14: 6 years at Step 5 or above
Step 17: 9 years at Step 5 or above
Step 19: 11 years at Step 5 or above

- b) After satisfying the professional and longevity requirements for step 14 (as described in this Agreement for step 14), a faculty member in classes IV through VI may repeat the process for advancing to step 17.

- c) After satisfying the professional and longevity requirements for step 17 (as

described in this Agreement for step 17), a faculty member in classes V through VI may repeat the process for step 19.

- d) Faculty members who have completed the longevity requirements for professional steps 14, 17, and/or 19 may apply for credit and complete the academic and growth activities on a minimum of a yearly basis. Such faculty may only advance one step per academic year.
- e) Credit earned by faculty members while on sabbatical shall be applied to professional recognition steps (14, 17 and 19).

Longevity Requirement:

- a. Eligible for step 14 = 9 years at step 5 or above
- b. Eligible for step 17 = 12 years at step 5 or above
- c. Eligible for step 19 = 14 years at step 5 or above

10.2.2.2 Applicants shall be eligible for advancement to the next professional recognition increment step upon verification of completion of the approved plan and completion of the longevity requirement.

10.2.3 Option 3: Undergraduate course credit and credit for non-academic experience

For Undergraduate course credit and credit for non-academic experience, the faculty member shall apply to the Professional Recognition Committee (PRC) for approval for movement across/down the salary schedule. To be considered, application submission is required no later than the second meeting of the PRC in the following academic semester.

10.2.3.1 Movement across/down the salary classes is based on continuing educational development of the faculty member including education obtained while on sabbatical. It shall be the responsibility of each faculty member to submit verification of completion of unit(s) or degree(s) or work experience requirements for movement to a higher salary class. Such verification shall require official transcript(s) or official documentation sent directly to Human Resources from the granting institution or other record that the Chancellor of the San Jose/Evergreen Community College District shall prescribe.

10.2.3.2 Movement across salary classes is based on continuing educational development of the faculty member. For undergraduate and non-academic experience, faculty members will provide to their dean a copy of the materials submitted to Human Resources/PRC (Appendix L) two working days prior to the PRC meeting. The Dean may present comments to the faculty member or forward comments to an administrator on the PRC.

10.2.3.3 For graduate units, service learning and learning communities, the faculty members will provide the materials to Human Resources/PRC.

10.2.3.4 Graduate Course Credits

Unit requirements for advancement in salary classes must be completed after the baccalaureate degree is granted. Course work must carry graduate credit as established by the institution offering the work. All course work submitted for salary class advancement must be offered in an institution of higher learning accredited by an agency recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.

10.2.3.5 Undergraduate Course Credit

Undergraduate course work (lower division and upper division courses) taken after initial employment as a temporary, contract or tenured faculty member may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area.

10.2.3.6 Credit for Non-Academic Experience

Full-time faculty may apply to have non-academic experience relevant to their effectiveness in their assignment as an instructor evaluated for advancement credit on the salary schedule. In order to assure credit, the faculty member shall obtain approval of the non-academic experience consistent with Article 8.9.3.1. To receive credit of approved, non-academic experience, the faculty shall submit a written report of the work completed and its relevant value, including written certification of non-academic experience, on forms provided by the District. Such experience shall be credited according to PRC procedures as set forth in Section 10.4. Sixty (60) hours of non-academic work shall be required to earn one (1) unit. A maximum of six (6) unit equivalents may be credited to any single class movement.

10.2.4 Application Procedure

Application for Professional Recognition Increment shall be submitted no earlier than the beginning of the first year of eligibility at step 11. Units or activities undertaken up to one year prior to eligibility or plan approval may not ordinarily be submitted to the PRC for approval. However, when situations arise which cannot be anticipated and which can be shown to enhance the professional growth of a unit member, the PRC shall review and evaluate such applications. Applications shall be obtained from and submitted to Human Resources which shall forward them to the chairperson of the PRC.

10.2.5 Modification of the Plan

During the professional recognition increment period, an applicant may apply for modification of the plan. The PRC shall review for approval such proposed modification. The plan modification must be approved before the applicant may engage in any modified activities.

10.2.6 Extension of the Plan

If the planned work for the professional recognition step increases has not been completed within three (3) years, application may be made for a one (1) year extension. During that extension, should the applicant experience an exceptional circumstance, petition may be

made to the PRC for further extension of time. Such petition shall state the period of extended time requested and identify the exceptional circumstance.

10.3 EXAMPLES OF ACTIVITIES FOR PROFESSIONAL RECOGNITION INCREMENT

Each faculty member shall develop a plan for professional recognition activity within the framework of broad categories; under which are submitted the specific and verifiable activities deemed to provide professional growth. With the approval of the PRC, activities, travel, (which show the relationship of the proposed travel experience to the professional growth of the applicant), and work experience may be related to the faculty member's assignment and/or provide enhancement of the faculty member's skills, and/or improve the ability to effectively interact with and serve the student population, and/or improve the ability of the faculty member to advance the goals of the college/district. Examples of acceptable professional recognition activities may include but are not limited to the following list:

10.3.1 Examples of acceptable professional recognition activities may include but are not limited to the following list:

- Formal academic work from an accredited college (excluding developmental courses and lower division courses previously taken)
- Course work or practice in a training institute
- Earning credit in a workshop
- Formal work under a grant
- Appropriate correspondence courses

10.3.2 Cross-disciplinary work, for example, broadening one's research background or study in fields of instruction in areas other than the major or minor discipline that clearly contributes to improving the faculty member's skills for his or her assignment at the college.

10.3.3 Undertaking courses of study or other activities to improve specific teaching techniques or methods.

10.3.4 Instructional related travel (See 10.4.2).

10.3.5 Completion of a research project or an activity related to the applicants assigned field and its publication may be considered even if no college credit is given.

10.3.6 District or college sponsored in-service training workshops.

10.3.7 PRC approved workshops sponsored by other community colleges, 4-year colleges or universities or professional organizations.

10.3.8 Qualifying study or an activity that is directly related to a unit member's contract assignment with the District may be approved for Professional Recognition increment provided that it bears relevance to enhancement of teaching effectiveness.

10.3.9 Credit for Learning Communities and Service Learning

10.3.9.1 Faculty members at Classes II, III and IV, on the Academic Salary Schedule who participate in Service Learning and Learning Communities may apply to earn credit for movement across salary classes.

10.3.9.2 In order to qualify for credits for Professional Recognition steps, faculty must complete one or more of the following:

1. Learning Communities

To qualify, a faculty member, in addition to participating in the faculty member's own class, must participate in the linked class for a minimum of one hour per week and confer with their colleague on the planning of the classroom activities and instructional strategies.

- For each unit one (1) unit of linked classroom time (not the faculty member's own class) a faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

2. Service Learning

To qualify, a faculty member must supervise and evaluate students' service learning activities. Additionally faculty members must develop and implement service-learning projects for students by working directly with Service-Learning Coordinator(s) and /or directly contacting community organizations.

- For every ten (10) students in a service-learning project per semester, the faculty member shall receive one (1) semester unit credit.
- A maximum of six (6) unit equivalents may be credited to any single Professional Recognition plan for participation in this initiative.

10.4 CRITERIA FOR EVALUATION OF PROFESSIONAL RECOGNITION INCREMENT PLANS

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.1 The standard for professional recognition of academic units shall be equivalent to nine (9)

semester units, of which a minimum of three (3) shall be in a collegiate level course. A maximum of six (6) unit equivalents may be credited to any single class movement. Hours for professional recognition earned outside of regular college classes shall be granted in accordance with the following formula:

- a. 1.5 continuing education units earned through at least fifteen (15) hours of learning activity are equivalent to one (1) semester unit.
- b. Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units.)

The Professional Recognition Increment plan shall reflect college or university units and/or other activities which have a direct and significant relevance to the professional development of the faculty member.

10.4.2 If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant. Credit for travel will be awarded for the time spent on the relevant activity. Forty-five (45) hours of activity are equivalent to one (1) semester unit with a maximum of three (3) units.

10.4.3 For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours.

10.4.4 For study, research or activities engaged in under sections 10.3.2, 10.3.3, 10.3.5, 10.3.7, and 10.3.8 one (1) semester unit will be allowed for each forty-five (45) hours of participation if engaged in outside the unit member's assigned working hours.

10.5 VERIFICATION OF COMPLETION

All required verifying evidence of completion for professional recognition increment plans must be submitted to Human Resources.

10.6 APPEALS

Should the PRC not approve the application plan or not certify the work completed, the applicant may appeal the decision by progressing through the following steps. An appeal shall not pass on to the next level until a decision is rendered at the previous level.

Level 1: Ask for reconsideration by the committee, at which time the faculty member may be represented by the AFT 6157.

Level 2: Appeal the committee's decision to the applicant's College President.

10.7 PAYMENT

10.7.1 Once the plan for professional recognition has been successfully completed, verified, and approved, the following shall occur.

10.7.2 Verified information that is received by the 15th of any month within the regular annual payroll cycle for that faculty member shall entitle movement on the pay schedule in the next monthly pay period provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month in which there is no regular pay period following, shall be paid in the next regular pay cycle.

10.7.2.1 Advancement by step, down the salary schedule, is based on years of service. Faculty members employed on the regular salary schedule shall advance one (1) step for each year.

10.8 RESTRICTION

10.8.1 Restriction

Work completed to qualify for a professional recognition step increment shall not be used for lateral movement on the salary schedule. This restriction does not apply to class movement for doctoral degrees.

ARTICLE 11

WORKING DAYS/CALENDAR

11.1 WORK YEAR

The academic year shall be based on 156* instructional days including final exams and four (4) Professional Development days.

11.2 DEFINITION OF ONE YEAR'S SERVICE

One year's service for all faculty shall be defined as being on duty not less than 75% of the work days outlined in 11.1.

11.3 WORK YEAR FOR INSTRUCTIONAL FACULTY

Faculty hired prior to July 1, 1985, may voluntarily agree to work outside the academic calendar to complete their regular load of 156* days. In such cases, faculty will be paid in accordance with Article 8. Such Agreement to work outside of the academic calendar shall not change the basic requirement of a 156* day work year for that employee.

The District shall make a reasonable effort to provide the faculty member with a schedule consisting of an even distribution of hours over the weeks of the semester.

11.3.1 Nurses: Instructional nursing faculty (*RN Program*) shall be paid on an eleven (11) month Salary Schedule-See Appendix C-2.

11.4 WORK YEAR FOR NON-INSTRUCTIONAL FACULTY

11.4.1 WORK YEAR FOR 10-MONTH NON-INSTRUCTIONAL POSITIONS.

The work year for counselors, health center directors, librarians, speech pathologists, learning disability specialists and other full-time non-instructional faculty hired subsequent to July 1, 1985, shall fall between July 1 and June 30. Non-instructional faculty shall work 32.8 hours per week for 32 weeks per year. Non-instructional faculty shall not be required to render more than 156* days of service in the work year. A duty-free period of not less than five (5) consecutive weeks shall be scheduled. Work schedules shall be established by the appropriate administrator in consultation with the faculty member.

11.4.2 WORK YEAR FOR 11-MONTH TENURED AND TENURE-TRACK COUNSELING

POSITIONS: The work year for 11-month tenured and tenure-track counseling positions shall fall between July 1 and June 30th. 11-month counseling faculty shall work 32.8 hours per week for a total of 1,155 hours for a period of 36 to 40 weeks, not to render more than 176 days. A duty free period of not less than three (3) consecutive weeks shall be scheduled, by the Division Dean in consultation with the affected faculty members. Reasonable effort will be made to adhere to faculty

* (hours shall be based on those hours defined in the previously used 175 day calendar)

scheduling requests, so long as the District is able to schedule counselors consistent with student pursuant to Article 12.2.3.3. Work schedules shall be established by the appropriate administrator in consultation with the faculty.

1. Counselors hired beginning with the academic year 2016-17, shall be issued an 11-month contract. The 11th month shall have a specific designation of June, July or August.
2. Effective the academic year 2016-2017, current counselors may select an 11-month contract. The 11 month contract shall have a specific designation of June, July or August which shall be chosen by counselors in seniority order. The number of counselor slots for each month shall be based on the needs of the students and will be identified in the year(s) the 11th month is selected by counselors.
3. Current counselors who do not select an 11-month contract, shall remain in their 10-month contracts.
4. Beginning Academic Year 2019-2020 and every three (3) years thereafter, all 11-month counselors shall, in order of seniority be able to choose and receive in order of seniority their 11th month (June, July, or August).
5. When an 11-month vacancy is opened, current Counselors who originally opted for 10-months may elect to move into the 11-month vacancy in order of seniority.

Nothing in this section prohibits offering an 11-month contract to categorical, grant funded or one year full-time temporary if funding is available.

11.4.2.1 Once a current counselor has selected an 11-month contract pursuant to Section 11.4.2(2) the counselor may request return to a 10-month contract in writing to the Division Dean. Such requests may be granted at the sole discretion of the Division Dean.

11.5 PROFESSIONAL DEVELOPMENT DAYS

Normally, four (4) days of the academic calendar year (three (3) with mandatory attendance) are designated as Professional Development calendar days for the purposes of conducting activities to address critical staff, student, and professional development needs.

Professional Development activities shall be scheduled on the days indicated on the fall and spring academic calendar or on any day during the fiscal year (except as noted below) on which a faculty member has scheduled an activity which has been approved by the Professional Improvement Committee (PIC). The instructor may also schedule a professional development alternative activity when school is not in session at the end of May and June of the previous fiscal year and if approved have it credited toward the next fiscal year.

11.5.1 Three Mandatory Days

One (1) Professional Development day each year shall be used for campus-wide

convocation at which the president of the AFT 6157 shall be invited to make a presentation. Three days shall be mandatory: the first two days of the fall academic calendar; and the first day in the spring academic calendar. These days shall be used for activities which may include: campus-wide planning to meet student needs; divisional planning and activities coordinated by the Division Dean; department meetings and activities. Attendance at these meetings shall be mandatory for full-time instructional and non-instructional staff.

11.5.2 Professional Development Days on the Calendar

These credited days shall be referred to as “Professional Development days” and are designated as “PD” days on the academic calendar for faculty. The Professional Development days indicated on the calendar shall be used for activities scheduled, planned and approved by the Staff Development Committee (SDC) with the concurrence of the college president. Faculty may schedule individually proposed alternate activities in accordance with 11.6 of this article.

11.5.3 Hours Per Activity

The maximum total number of hours for one day of a Professional Development activity is six (6) hours which is based on pro-rata of one fifth of a week’s non-instructional assignment. Multiples of six (6) hours constitute additional Professional Development day(s).

11.5.4 Pay

A full-time faculty member not assigned to work on the Professional Development day (PD day) and who chooses to come to the PD days shall be paid for six (6) hours of work time as stated in the contract. The Faculty member shall be paid at the appropriate pay on the adjunct salary schedule.

11.6 PROFESSIONAL DEVELOPMENT DAY ACTIVITIES

Primary responsibility for planning Professional Development day activities rests with each faculty member and with the Staff Development Committee (SDC) in addressing critical staff, student, and instructional improvement needs.

The college president shall be accountable regarding the use of instructional improvement days and therefore must approve all such activities.

Activities conducted on Professional Development days may include, but are not limited to the following:

- a. Staff development, in-service training and professional development, such as conferences, field trips and workshops relating to teaching assignments and goals of the District/Colleges
- b. Program and course curriculum development and evaluation
- c. Learning resource development
- d. Student personnel services and related activities, such as student advising, guidance, orientation, and matriculation services

- e. District, campus, departmental or division meetings
- f. Institutional research as assigned by College supervisors
- g. Other activities as assigned by the District

11.7 ALTERNATE PROFESSIONAL DEVELOPMENT ACTIVITIES

Faculty may be excused from the second PD day in the spring semester if they develop an individual alternate plan and choose from activities approved by the Professional Improvement Committee (PIC). Such activities will address critical needs as assessed in an annual survey conducted by the Staff Development Committee. The PIC will evaluate and approve alternate plans for faculty.

A report and recommendation for approval of all plans shall be submitted by the PIC to the president of the college. Whenever the president disagrees with the recommendations for approval from the PIC, the president or designee shall consult with the committee in an effort to resolve the matter.

11.7.1 Professional Improvement Committee

The PIC on each campus shall be a committee consisting of three (3) representatives of the Academic Senate, one (1) administrator, and one (1) representative of the AFT 6157.

11.7.2 Submission Timeline of Alternate Individual Plan

Professional alternate development activities may be conducted at any time during the fiscal year. For the PIC to have sufficient time to review the individual plan (See Appendix Q), at a minimum, must be submitted ten (10) working days prior to the second PD Day in spring.

11.8 ACCOUNTABILITY FOR COMPLETION OF PROFESSIONAL DEVELOPMENT DAY ACTIVITIES

All full-time faculty shall be accountable for participation in Professional Development day activities which shall be considered a professional responsibility as per the evaluation process. Faculty who carry out an approved alternate individual plan shall submit a brief written outline within thirty (30) days of scheduled activity completion summarizing the activities. A copy of this documentation shall be given to the Dean and shall be included in the report covering the period of evaluation of the faculty member.

Faculty who do not complete their approved activities shall file an absence report in accordance with the provisions of Article 13.4.

11.9 PARTICIPATION OF FACULTY ON PROFESSIONAL DEVELOPMENT DAYS

All full-time and adjunct faculty shall be given equal opportunity to participate in Professional

Development activities. No regularly scheduled classes will be conducted on PD days. Classes taught by adjunct or full-time faculty which start after 5:00 p.m. shall not be scheduled on PD days. Full-time faculty completing a full-time assignment after 5:00 p.m. shall meet their PD day activity (day or evening) that is at least equal to the number of hours their class(es) normally meet(s). Full-time faculty teaching an overload after 5:00 p.m. and adjunct faculty who meet their PD day commitment will be compensated as if their class had been taught.

11.10 ACADEMIC CALENDAR

Year 2019/20 – see Appendix B

Year 2020/21 – see Appendix B

Year 2021/22 – see Appendix B

11.10.1 Calendar: Summer includes the regular 6 or 8 week session beginning in June and ending in July with classes offered Monday-Thursday. Additionally, non-credit and credit courses may be offered requiring a modified schedule.

11.11 SUBMISSION OF GRADES

All grades must be submitted no later than 5:00p.m. on the fifth weekday after the last day of the applicable semester, intersession or session.

ARTICLE 12

WORKLOAD, CLASS SIZE, CLASS CANCELLATION

The AFT 6157 and the District recognize that the teaching and support services of the faculty require specialized preparation and knowledge. Faculty have the ultimate responsibility of providing the best classroom instruction and professional support services, and of assisting in the development of programs, practices, and conditions for the accomplishment of this purpose.

12.1 WORKLOAD – DEFINITIONS AND PROVISIONS

12.1.1 Assignments

12.1.1.1 Instructional

An instructional assignment is an activity that results in awarding of academic credit by the college. Each and every instructional assignment shall either be counted as part of the assigned load or counted as part of a voluntary overload assignment, exclusively, and shall be subject to the provision of each respectively. (See Assigned Load and Overload below.) The different components of an instructional assignment are contained in 12.3.

12.1.1.2 Non-Instructional

A non-instructional assignment is any professional faculty service or activity authorized by the District or the state that does not satisfy the conditions of an instructional assignment as defined above. The different components of a non-instructional assignment are contained in 12.3.

12.1.2 Load

The load is the instructional and/or non-instructional workload (or a portion thereof) of a faculty member and is measured as a decimal fraction or percentage of a full-time faculty member's academic year employment obligation, as defined by this bargaining agreement, and known as one full-time equivalent faculty (1.00 FTEF).

The following are the different types of load:

12.1.2.1 Normal Load

The normal load is the amount of workload that a full-time faculty needs to perform in order to satisfy the academic year employment obligation as outlined in this contract of a 1.00 Full-Time Equivalent Faculty (FTEF).

12.1.2.2 Regular Load

The regular load is the faculty member's workload obligation as authorized by the District. For a full-time faculty member, the regular load is the normal load, but the District may authorize a regular load of less than 1.00 FTEF.

12.1.2.3 Mixed Load

A mixed load is a workload that includes a combination of instructional and non-instructional assignments. The assigned mixed load should combine the appropriate proportions of 1.00 FTEF for each of the component loads.

12.1.2.4 Assigned Load

The assigned load is the workload assigned to the faculty member for the semester to fulfill the employment requirement of that Faculty member's regular load. Due to course configuration and other scheduling difficulties, the assigned load may not be the same as the regular load.

12.1.3 When the assigned load differs from the regular load, the following definitions apply:

12.1.3.1 Assigned Credit

The assigned credit is the amount of the assigned load that exceeds the regular load.

12.1.3.2 Assigned Deficit

The assigned deficit is that portion of the regular load that is not assigned.

12.1.3.3 Cumulative Load

The cumulative load is the sum of all of the assigned credits minus the sum of the assigned deficits. The cumulative load may be deficit (negative), balanced (zero), or credit (positive).

12.2 GUIDELINES

12.2.1 Cumulative Load-Any additional load over 100% which is not paid to the faculty member shall be included in the faculty member's final pay (see Article 15.4)

12.2.1.1 If the cumulative load is deficit (negative) by more than ten percent (10% or 0.10 of a 1.00 FTEF), then the immediate supervisor and the faculty member shall meet to devise a plan to reduce the deficit cumulative load to less than ten percent (10% 0.10) deficit.

12.2.1.2 When there is an assigned credit, one of the following guidelines shall apply:

A. If the faculty member has a deficit cumulative load, then the assigned credit shall be used to reduce the deficit cumulative load.

OR

B. If the faculty member has a credit cumulative load, then the assigned credit shall be used to increase the credit cumulative load. If the faculty member chooses not to do this, then the District shall by default compensate the faculty member for the assigned credit at the current adjunct rate of pay.

12.2.1.3 When there is an assigned deficit, the following guidelines shall apply:

- A. If the faculty member has a credit cumulative load, then the credit shall be used to reduce the assigned deficit in order to complete a regular load.

AND

- B. The assigned deficit may not be used to add to the deficit cumulative load without the faculty member's written permission.
- C. Under the circumstances where there are no other assignments in any of the faculty member's FSA's to complete the regular load, the faculty member must be given, in the next semester, an assignment that will eliminate any cumulative deficit. If this does not occur, the faculty member shall not be required to make up the deficit caused by the lack of assignment.

12.2.1.4 If the cumulative credit load is ten percent (10% or 0.10) or more of 1.00 FTEF, then the immediate supervisor may, in consultation with the faculty member and subject to other provisions of this contract, use any or all of the credit cumulative load as part of the next semester's assigned load of the faculty member.

12.2.2 The faculty member may use any or all of the credit cumulative load as part of his/her assigned load. However, the faculty member may neither receive any financial compensation for credit cumulative load at the adjunct faculty rate nor convert it to overload.

12.2.3 If the faculty member leaves the AFT 6157 bargaining unit and/or District employment and/or retires, then:

12.2.3.1 Any deficit cumulative load is eliminated, and the faculty member has no obligation to reimburse the District for this deficit.

12.2.3.2. Any credit cumulative load is eliminated, and the District has no financial obligation to compensate the faculty member for this credit.

12.2.4 Overload

An overload is a separate, voluntary assignment requested by the faculty member in addition to the faculty members assigned load that requires a separate contract and is subject to the provisions of the article on overload (Article 15) in this bargaining agreement.

12.3 FACULTY WORKLOAD

(Note: In this section, the loading is measured on the basis of hours per week of either a fall or spring academic semester.)

12.3.1 Instructional

12.3.1.1 Lecture/Discussion Class Assignment

Fifteen (15) in-class academic hours of lecture/discussion per week is a 1.00 FTEF assignment. Each lecture hour per week is $\frac{1}{15}$ or $6\frac{2}{3}\%$ of a 1.00 FTEF assignment.

12.3.1.2 Laboratory Class Assignment

Non-Science Labs

Twenty (20) in-class academic hours of laboratory per week is a 1.00 FTEF assignment. Each laboratory hour per week is $\frac{1}{20}$ or 5% of 1.00 FTEF assignment.

Science Labs

Effective Beginning of Summer Session 2015: For Biology, Chemistry, Environmental Science, Physical Sciences (including Astronomy and Geology), and Physics, laboratory workloads will be loaded at 5.33% for each academic weekly science laboratory hour.

12.3.1.3 Work Experience Assignment

An assignment in which the instructor has 125 work experience students per semester is the equivalent of 1.00 FTEF assignment.

12.3.1.4 Combination Assignment

An instructional assignment may contain a mixture of lecture and laboratory hours. When this occurs, the load is computed at the rate of $6\frac{2}{3}\%$ for each lecture hour per week and 5% for each laboratory hour per week.

12.3.2 Non-Instructional Assignments

The work year for non-instructional faculty will be 32 weeks a year, 32.8 hours a week.

12.3.2.1 Disabled Students' Program: Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTEF assignment for speech pathologists and learning disability specialists. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, PD days and conference attendance are included in the 32.8-hour workweek

12.3.2.2 Counselors

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is 1.00 FTEF assignment for counselors. There shall be no "FTE" counselor/student headcount workload ratio. Work schedules will be established by the appropriate administrator in consultation with the faculty member by May 15th in accordance with the following criteria:

- a. Assignment will be established to meet student needs and in accordance with this Agreement.
- b. Assignments may include evenings as currently provided in this Agreement.
- c. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation.
- d. Division or department meetings, approved PD days and approved conference attendance are included in the 32.8-hour workweek
- e. The District has the right to request that counselors provide work schedules including professional responsibility duties.

12.3.2.3 Librarians

Thirty-two-and-eight-tenths (32.8) hours of direct student contact/student support per week is a 1.00 FTE assignment for librarians. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, PD days, and conference attendance are included in the 32.8-hour workweek

12.3.2.4 Director of Student Health

Services Thirty-two-and-eight-tenths (32.8) hours direct student contact/student support per week is a 1.00 FTE assignment for the Director of Student Health. Professional duties and obligations to the college/district are outside this 32.8-hour workweek including committee and governance participation. Division or department meetings, Safety Committee participation, PD days, and conference attendance are included in the 32.8-hour workweek

12.3.2.5 Program Director/Program Coordinator

Academic personnel assigned responsibility as Program Directors or Program Coordinators shall receive reassigned time to perform the required duties at the rate of 1/32.8 of 1.00 FTEF assignment for each hour per week.

12.3.2.6 Other Non-Instructional Assignments

Thirty-two-and-eight-tenths (32.8) hours a week is 1.00 FTEF assignment for any other non-instructional and/or reassigned-time assignment.

12.3.3 Concurrent Assignment

Classes of full-time faculty shall normally be scheduled at the home campus. Concurrent assignments at more than one campus shall be made only after extensive efforts have been made to provide faculty with a full load at the home campus. If a concurrent assignment is required, it shall be considered a semester-to-semester assignment. Faculty members with concurrent assignments shall retain professional identity and affiliation at the college of the instructor's choice.

12.4 SCHEDULING AND ASSIGNING WORKLOAD

12.4.1 Scheduling

A department/discipline-planning schedule of classes and service assignments shall be developed around the service and instructional needs of our students and the efficient operation of the District educational program. The department/discipline shall establish its procedure for including faculty input into developing the planning schedule. At least one week before assignments are made, the planning schedule shall be distributed to the full-time and regular faculty members by their immediate supervisor.

12.4.2 The department/discipline shall consider faculty input when making assignments but cannot guarantee requested assignments. The procedures may use the following criteria: faculty members' requests, qualifications, assignment rotation, split-load considerations, online load amount, special job-related skills, and the requirement to fulfill the educational needs of students and/or contractual obligations of the District and the unit members.

12.4.3 Each department/discipline's planning and assignment procedures shall be forwarded to the negotiating teams for review.

12.4.4 The assignment of each faculty member will be made by the District within the framework of this article with due regard for such factors as number of different preparations, class size, clerical/technical and instructional assistance provided, and teaching experience. Assignments may include day, evening, and weekend responsibilities, subject to the limitations in Section 12.4.6, Assignment Limitations, and 12.4.7.

12.4.5 Work assignments shall be reasonable and equitable and provide for the needs of students and the efficient operation of the District's educational program with due consideration for the needs of the faculty. A reasonable effort shall be made by the District to schedule an instructor's classes within a six-hour workday, for a five-day week, and to avoid scheduling more than two classes consecutively. When deviations from these limitations are required, the appropriate supervisor shall submit a written memo to the affected faculty member stating the reasons for the deviation. Whenever possible, a faculty member's schedule shall be arranged to allow pursuit of professional activities which enhance the faculty member's academic effectiveness.

12.4.6 Assignment Limitations

A faculty member may not be scheduled for the following regular assignments without consultation:

12.4.6.1 A day assignment following an evening assignment with less than an eleven (11) hour break;

12.4.6.2 A six (6) consecutive-day assignment;

12.4.6.3 More than five (5) consecutive hours of instruction or six (6) consecutive hours

of a non-instructional assignment without a half-hour intervening break (except for Saturday and summer classes).

12.4.7 Work assignments shall not be made on Saturdays, Sundays, or holidays without the faculty member's written consent.

12.5 FACULTY PROFESSIONAL RESPONSIBILITY

All contract/regular faculty shall provide a full professional workweek that includes teaching or student services; preparation; maintenance of office hours when applicable; participation in college/District committees and meetings; participation in mandatory training, as defined in this Article; participation in Professional Development Day activities as provided in Article 11.8; participation in governance; creation and assessment of student learning outcomes; curriculum modification and/or development; peer evaluations, and program review.

Faculty members shall be present on campus for all professional duties and obligations during the professional workweek, i.e., in-class instruction, counseling, librarian and student health center services, department/division meetings, committee meetings, faculty meetings called by the chancellor and/or president and their designees, Professional Development Days, mandatory trainings, and office hours.

Tenured faculty members are responsible for creating a growth and development plan (Appendix P) every three years (Article 22.7.3). In this plan, faculty professional responsibilities are detailed as required in Articles 22.7.3.3, 22.7.3.4 and 22.7.3.5.

12.5.1 Curriculum Development

Curriculum development includes the analyses and coordination of text materials; constant review of current literature in the field, the preparation of selective, descriptive materials such as outlines and syllabi; conferring with other faculty and administration on curricula issues; and the attendance and/or participation in inter/intra-college curriculum and implementation committees.

12.5.2 Participation in Mandatory Training

12.5.2.1 Mandatory training for the purposes of this Article is defined as either of the following:

- a. Training that is mandated by state or federal law, whether mandated for all faculty, or for faculty in specified positions. Such training includes, but is not limited to:
 - 1) Training for any faculty member who serves on a hiring committees as required by Title 5 of the California Code of Regulations;
 - 2) Sexual Harassment Training pursuant to SB 1343 (amending sections 12950 and 12950.1 of the Government Code); and

- 3) Safety training for faculty teaching in courses where hazardous materials, chemicals and/or dangerous equipment are routinely used, and are subject to state or federal regulations mandating safety training for instructors in those positions.
 - b. Training that the parties mutually agree is necessary, whether for all faculty, or as a prerequisite for service in a specified position. Such training includes but is not limited to:
 - 1) TRC training pursuant to Article 20.2.4
 - 2) AP 4105 (Distance Education) training for all faculty who voluntarily teach distance education courses, to ensure compliance with applicable state and federal regulations.
- 12.5.2.2. It shall be the responsibility of all faculty members to attend mandatory training provided by the District and applicable to their positions and assignments.
- 12.5.2.3 It shall be the responsibility of the District to provide mandatory training for all affected faculty members as follows:
- a. Mandatory training shall be scheduled on Professional Development Days (as defined in Article 11.5), for a maximum of two (2) hours per day.
 - b. The District shall offer at least one make-up training session, per academic year, for faculty required to receive mandatory training who did not attend during Professional Development Days. Make up training is included in the contractual workweek.
 - c. In the event mandatory training requires more hours than those provided during Professional Development Days, and make-up training days, additional hours of training shall be provided by the District during the faculty members' workweek. Members shall be paid for the additional hours at the appropriate pay on the adjunct salary schedule, in the same manner as payments under Article 11.5.4.
 - d. Mandatory training may also be scheduled at other times during the academic year where required by law, or upon mutual agreement of the parties. Such training of one hour or less is included in the contractual workweek. Training of more than an hour will be paid at the appropriate adjunct rate in the same manner as payment under Article 11.5.4.

- e. The District may also identify non-District training that satisfies the particular legal requirements of a mandatory training. If the District utilizes such training in lieu of offering training, the District will pay the costs of the training, and faculty will be paid in the same manner as under 11.5.4. If faculty opt to take such training instead of a District-provided training, they do so at their own cost, and are not entitled to receive any additional pay for attending such training.
- f. Attendance at mandatory training pursuant to subsections “c” constitutes a professional recognition activity for the purposes of Article 10.3.6 and Appendix L, section V.E. (Professional Recognition).

12.6 OFFICE HOURS

Faculty members shall schedule one (1) office hour for each 20% of an instructional load. Office hours shall be scheduled on class meeting days to provide maximum convenience for students to confer with instructors. Hours shall be scheduled in increments of at least twenty-five (25) minutes. Office hours' time and location to be listed on course syllabus.

When a faculty member is scheduled to teach one or more evening classes as part of the normal load, and the scheduled teaching load is completed in less than five (5) days, the five (5) office hours per week requirement may be satisfied by scheduling those during the assigned days. In the event that the instructor is scheduled to teach evening classes as part of the regular teaching load, office hours for evening classes shall be arranged for student convenience.

12.7 CLASS SIZE

12.7.1 Class Size for Certain Composition and ESL Classes

12.7.1.1 Class size shall be set at 30 for all ESL reading, writing, listening and speaking, pronunciation and grammar courses for ESL 91 and below.

12.7.1.2 Class size for English composition courses 92, 104, 1A, 1B, 1C, 341, 335 and 330 shall be 30 students per class.

12.7.2 Differential Loading

Differential loading will be implemented for faculty in the following classes at the specified percentages:

- a. English 1A, English Composition – 25%
- b. English 1B, English Composition – 25%
- c. English 1C, Critical Thinking, Composition – 25%
- d. English 92, Essay Development – 33.3%
- e. English 104 Fundamentals of Composition – 40% (25% lecture, 15% lab)

f. ESL 91, College Reading and Writing – 45%

12.7.3 Agreed upon Class Sizes

The 2006 Class Size List generated by the AFT 6157 and the District shall be used to set maximum class size for all classes where there is agreement between the parties. Any changes to the 2006 Class Size List must be signed by both the District and the AFT 6157.

12.7.4 Other Class Sizes

Where there is not agreement per the 2006 Class Size List identified in 12.7.3 class sizes will be set using the following choices in this listed order:

12.7.4.1 At or near the historical range per past practice. Past practice will be determined by a review of relevant information for the class for no more than a 10 year period immediately preceding the semester in question. Relevant information shall include but shall not be limited to contract language or other written history regarding class size; actual class sizes during the review period; computer generated reports documenting or setting class size; and any other information determined to be relevant by either party. Good faith disputes regarding past practice shall be resolved through section 12.7.4.2. Arbitrary or capricious violations of this section remain subject to the grievance procedure.

12.7.4.2 Where the parties cannot agree on the class size per past practice, the lower maximum class size, the higher maximum class size or any number in between as specified in the 2006 Class Size List may be used by the college to set class size.

12.7.4.3 Nothing in this Agreement requires the Colleges to set class sizes the same.

12.7.5 Fluctuations in Class Size

12.7.5.1 If the District significantly deviates or proposes to significantly deviate from the maximum class size agreed upon in 12.7.3 or 12.7.4, the District must first meet with the AFT 6157 to attempt to reach agreement on such a change. A significant deviation is defined as setting a class size more than 7.5% above the maximum class size defined in 12.7.3 or

12.7.5.2 Changes shall be implemented through either mutual agreement or the negotiating process.

12.7.5.3 A deviation of 7.5% or less in any one semester is agreed to be within an acceptable range of fluctuation on a temporary basis.

This deviation is intended to provide the District with the ability to respond to immediate student needs which are created by such circumstances as cancelled classes and imminent graduation requirements.

It is not intended to provide the District with the right to unilaterally increase class size on an on-going or regular or even a frequent basis. If the AFT 6157 believes the District is using this as a means to alter maximum class size, the AFT 6157 may request and shall receive a written justification from the Vice President of Instruction/Academic Affairs.

12.7.6 New Course Class Size, Existing Courses not on the 2006 Class Size List, and Changes in Class Size

12.7.6.1 Whenever possible the process for establishing class sizes for new courses or setting the class size for existing courses not on the 2006 Class Size List shall include benchmarking these courses to existing similar courses to determine the class size.

12.7.6.2 Changes in class size and new course class size shall be negotiated with the AFT 6157, after review of recommendations from each division discipline and the college curriculum committees. The AFT 6157 shall be notified four (4) weeks prior to the course being placed on the Board Agenda.

12.7.7 Television Class Size

Television class size restrictions are eliminated so long as such assignments are voluntary. Instructors assigned to television instruction shall be loaded for such classes in the same manner as other lecture or lab assignments. Maximum television class size shall be 125. In any TV class in which the enrollment at the first census is 100 or greater, the instructor shall receive an additional 5% lab load credit.

12.7.8 WSCH Contracts

Contracts, which provide for certain levels of WSCH (Weekly Student Contact Hours) productivity in lieu of regular faculty work loads may be negotiated between faculty members and the dean.

WSCH contracts must be approved by the AFT 6157 President or designee. Any other agreements affecting workload, working conditions, etc. shall come before the negotiating teams for approval.

The parties agree these negotiated changes shall be implemented no later than Spring semester of 2007.

12.8 CLASS CANCELLATION

Scheduled classes shall be canceled only after written notification by the appropriate administrator/designee is sent to the instructor. The written notification is to be issued on or around thirty days before the first day of instruction.

12.8.1 Without the Consent of the Instructor

- 12.8.1.1 A class may be canceled within twenty (20) days before the class starts if the enrollment is less than 50% of the class maximum;
- 12.8.1.2 During the first two weeks of instruction, a class may be canceled if enrollment is less than 70% of the class maximum;
- 12.8.1.3 Classes shall not be canceled after the second week of instruction without the consent of the instructor.

12.8.2 With the Consent of the Instructor:

Classes may be canceled with the consent of the instructor at any time.

12.9 REASSIGNMENT OF FACULTY WITH CANCELED CLASSES

- 12.9.1 A faculty member, whose regular load (1.0) has been displaced through cancellation, and the immediate dean shall consult and agree on the alternative(s) to complete the faculty member's regular load.
- 12.9.2 If no agreement can be reached between the dean and the faculty member, the faculty member may choose among any unstaffed instructional assignment in one of the faculty members FSA's.
- 12.9.3 If no such un staffed instructional assignment which falls within the normal work assignment exists, then the faculty member and the division Dean will collaboratively choose an instructional assignment in one of the faculty members FSA's, first among those staffed by academic adjunct faculty or second among those staffed as an overload by a full-time faculty member.
- 12.9.4 If none of the above is chosen, the dean may assign any instructional assignment to the faculty member in one of his/her FSA's.
- 12.9.5 In the situation where the above alternatives do not exist or are not chosen, the faculty member shall have an under load as described in 12.2.

ARTICLE 13

LEAVES AND ABSENCES

13.1 AUTHORIZATION

13.1.1 Leaves of absence shall be granted as authorized by the District. For academic adjunct faculty, leaves shall apply only during the semester in which the event causing the leave occurs.

13.1.2 Break in service

No absence under any paid leave provisions in this Article shall be considered as a break in service for any faculty member who is in paid status, and all benefits accruing under the provision of this Agreement shall continue to accrue.

13.2 TENURE-TRACK CONTRACT FACULTY

Tenure-track contract faculty members may be granted leave under such conditions, as the District shall determine. Any such leave shall not be counted toward permanent status in the District.

13.3 CREDIT ON SALARY SCHEDULE

Unless otherwise stipulated in the specific leave policy, time spent on leave shall not be counted as experience for advancement on the salary schedule.

13.4 ABSENCE OF FACULTY MEMBERS

13.4.1 Report

Faculty members shall make a reasonable effort to inform the appropriate administrator in advance of any anticipated absence.

13.4.2 Compensation

A faculty member shall receive no compensation for time absent from regularly assigned duties, except as provided in this Agreement or by order of the Chancellor or designated administrative officers.

13.4.3 Salary Deduction

Salary deduction for absences for full-time faculty which are covered by this Agreement shall be computed by the following ratio: Each day of such absence shall result in the deduction of 1/156 of the faculty member's regular salary. For academic adjunct faculty members, the deduction per hour of absence will be based on the faculty member's hourly rate.

13.5 ILLNESS, ACCIDENT OR QUARENTINE

13.5.1 Annual Entitlement

13.5.1.1 Full Time Faculty-Fall and Spring Semester

Each full time faculty member shall be credited with ten (10) days of sick leave due to accident, illness or quarantine each year.

13.5.1.2 Full Time Faculty-Overload, Intersession and All Summer School Sessions

Full time faculty or non-instructional faculty who teach/work overload, intersession, or summer school shall be credited with a proportion of five (5) days of sick leave based on their percentage of load for each of these sessions.

13.5.1.3 Adjunct Faculty

Adjunct faculty members shall be credited with a proportion of five (5) days of sick leave based on their percentage of load for each semester and for intersession and for each summer school session.

13.5.1.4 Non Instructional overload and all Adjunct Faculty sick leave calculation

1. Instructional: weekly contact hours per section x the # of sections = the hours earned per semester, Example: 0.400 lecture FTE (2, 0.200 sections) 3.4 hours per section x 2 sections = 6.8 hours of sick leave earned per semester contract
2. Non-instructional: total hours per semester divided by 16 weeks = the hours earned per semester, Example: 210 total semester hours divided by 16 weeks = 13.13 hours of sick leave earned per semester.

13.5.1.5 There are other times when faculty accrue sick leave outside their teaching/non-instructional load. Sick leave shall accrue when faculty are assigned core duties to their position outside their teaching/non-instructional load. Examples include but are not limited to, assessment placement; program review by adjunct faculty; curriculum development by adjunct faculty, grant writing by adjunct faculty, and part-time program coordination by adjunct faculty. If there is a question, the colleges are to email the Associate Vice Chancellor of Human Resources who will consult with the AFT 6157 to make a determination on whether sick leave is accrued.

13.5.2 Computation of Sick Leave Deduction

13.5.2.1 Full Time Faculty-Fall and Spring Semester

For full time faculty members, deduction for sick leave will equal the proportion of the total hours assigned for a full week that is determined by comparing the hours missed with the total week's assignment including office hours. In accordance with section 12.6 of the collective bargaining agreement, office hours

are adjusted in accordance with instructional load.

13.5.2.2 Full Time Faculty - Overload, Intersession and All Summer School Sessions

In the event that a full time faculty member needs to utilize sick leave during an overload assignment, intersession or summer session, the deduction will be taken from the accrued overload sick leave in an amount equal to the number of hours of the assigned time that is missed. For implementation purposes for full time faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

13.5.2.3 Adjunct Faculty

For adjunct faculty members, the deduction of sick leave for each semester and intersession and summer session will equal the number of hours of assigned time that is missed. For implementation for adjunct faculty members, days/hours of sick leave will be converted to hours. Any days/hours not used will accrue for use during subsequent years.

13.5.3 Transfer of Unused Sick Leave

A faculty member whose service with the District began on or after September 1, 1965, and who was employed by another California school District for not less than one school year immediately preceding employment by the District, shall have transferred to the District the total amount of unused sick leave to which the faculty member was entitled. This total must be certified, in writing, by an office of the former school district employer.

13.5.4 Compensation

13.5.4.1 Extended Illness

In the event the faculty member experiences a prolonged medical absence from the District, the faculty may access the following leave in the order specified. First, all sick leave (full time and overload sick leave if working overload) is to be exhausted, then the faculty member may access banked load and finally any excess accrued overload sick leave may be used to continue coverage up until the overload leave is exhausted. After exhausting the above leave, the faculty member may request catastrophic leave (see Article 13.22.3). Catastrophic leave may be integrated with Substitute Differential Leave (Article 13.5.4.2).

13.5.4.2 Substitute Differential Leave

Absence covered by accumulated sick leave shall be at full pay. For full-time faculty members when all sick leave accrued has been used and additional absence is necessary, such absence shall then be covered by substitute differential leave. The faculty member shall be paid the difference between the faculty member's salary and that of the substitute, or the amount that would have been paid had a substitute been hired, until the total absence covers a period of five months of time during which the faculty member would have been required to render service to the District. If no substitute is hired, the pay deducted shall be at the first step of the appropriate lab pro rata rate.

13.5.5 Verification

The District may require physician's certification or other proof of illness before allowing payment for absence due to illness, accident, or quarantine. Such notice may be required after three (3) consecutive days of absence or sooner if a pattern of absences of less than three days continually occurs.

13.6 PERSONAL NECESSITY

13.6.1 Duration

In the event of personal necessity, each full time faculty member shall be entitled to the use of up to six (6) days per year of accumulated sick leave for personal necessity. In the event of personal necessity, each adjunct faculty member shall be entitled to the use of up to 60% of the amount of that semester's sick leave credit for personal necessity.

13.6.2 Definition-Personal Necessity shall be defined to include

13.6.2.1 death or serious illness of an immediate family member; or

13.6.2.2 accident involving the faculty members' person or property, or the person or property of an immediate family member; or

13.6.2.3 any other compelling personal need.

Recreational activities do not qualify for personal necessity leave. Personal business that can be reasonably scheduled outside the workday does not qualify for personal necessity leave.

13.6.3 Procedure

Notification is required before such absence may be taken except in emergency cases of death, illness, accident or compelling personal importance.

13.7 PREGNANCY-RELATED DISABILITY

Any disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery are, for job-related purposes, temporary disabilities and shall be treated the same as absences for accident, illness and quarantine

13.8 PARENTAL LEAVE AB 2393

13.8.1 Faculty members (full-time and adjunct) who are new parents ("New Parents") may be eligible to use sick leave for their children.

13.8.2 New parents may use current and accumulated sick leave for parental leave, up to 12 workweeks.

13.8.3 New parents may use leave under this provision only under the following two circumstances:

- 13.8.3.1 A biological parent may use leave to care for a child within the first year of the infant's birth
- 13.8.3.2 An adoptive parent may use the leave to care for a child within the first year of legally adopting the child.
- 13.8.4 To the extent a faculty member is eligible for leave pursuant to Article 13.9 – Family Medical Leave Act 1993, the entitlement and use of Leave for New Parents shall be satisfied by and run concurrently with leave taken pursuant to Article 13.9 - Family Medical Leave Act 1993 and the California Family Rights Act.
- 13.8.5 Sick leave used for child bonding counts as parental leave and as part of the 12 workweeks.
- 13.8.6 If a faculty member does not have 12 workweeks of sick leave but wants to take a parent leave of up to 12 workweeks, he or she may be entitled to AB 2393 partial pay which means the person shall be compensated at no less than 50 percent of his or her regular salary for the remained of the time off **if**:
 - 13.8.6.1 The faculty member exhausts all sick leave; **and**
 - 13.8.6.2 The faculty member has been employed by the district during the 12 months period prior to taking the leave. This time period does not have to be consecutive; *however, must be in a current employment status when accessing parental leave.*
- 13.8.7 If a faculty member meets both requirements, he or she is entitled to AB 2393 partial pay (no less than 50% of pay) for the remainder of the 12 workweeks.
- 13.8.8 If a faculty member does not want to exhaust his or her sick leave for parental leave, the faculty member is not eligible for the AB 2393 partial pay (no less than 50% of pay).
- 13.8.9 If the faculty member meets all of the FMLA/CFRA child-bonding leave eligibility requirements, he or she may still take up to 12 workweeks of unpaid FMLA/CFRA leave for child-bonding.
- 13.8.10 Paid parental leave counts against the 12 workweeks of child-bonding leave under FMLA/CFRA.
- 13.8.11 Faculty members who do not qualify for 13.6.2 may use up to 30 days of sick leave for leave. If a faculty member has less than 30 days of sick leave, he or she may take unpaid leave for the remainder of the 30 days.

13.9 FAMILY MEDICAL LEAVE ACT –1993

- 13.9.1 In compliance with the Family Medical Leave Act (FMLA), eligible faculty members may take unpaid leave of up to 12 weeks for qualified medical and family

reasons. The purpose of the Family Medical Leave Act is to provide faculty member's reasonable leave to care for an eligible family member, or the faculty member himself or herself, in the event of a serious medical condition, or to enable the faculty member to care for a child within one year of the child's adoption or receipt into foster care. While on leave, faculty members are entitled to District paid benefits.

- 13.9.2 Family Medical Leave is not an additional leave. This means that the leave is granted only to ensure a total of 12 weeks of leave with benefits. For example, if faculty member has taken personal necessity leave of one week, the Family Medical Leave will be for 11 weeks, making a total leave 12 weeks.
- 13.9.3 Faculty members who have been employed for at least one year of continuous service by the District are eligible for this leave.
- 13.9.4 Continuous service consists of full-time or adjunct faculty members for the number of months customarily worked by a faculty member in that job classification.

If a faculty member separates from service after attaining more than one year of continuous service and is subsequently re-employed by the District, the faculty member is not eligible for Family Medical Leave until another year of service is completed. The faculty member must also have worked at least 1,250 hours within a one-year period.

13.9.5 Qualifying Events for Purpose of Family Medical Leave

The conditions for which Family Medical Leave may be taken are:

- 13.9.5.1 birth or adoption of a child, or the receipt of a child into foster care, within one year of such birth or placement; or
- 13.9.5.2 the faculty member's own serious health condition that makes it impossible to perform essential job functions; or
- 13.9.5.3 a serious health condition of a faculty member's child, spouse, domestic partner, parent or member of the immediate household, which requires the faculty member to care for the family member.

13.9.6 Eligible Child

An eligible child is defined as:

- 13.9.6.1 a biological, adopted or foster child under the age of 18; or
- 13.9.6.2 a disabled child of any age; or
- 13.9.6.3 a child under 18 who is treated as the faculty member's child or for whom the faculty member has been "in loco parentis."

13.9.7 Application for Leave

A request for Family Medical Leave must be made in writing by completing the Family

Leave application form. (See appendix K) The application must be submitted to the faculty member's administrator and then forwarded to the Office of Human Resources at least thirty days before the requested start of the leave unless the reason for the leave is due to an emergency, in which case the request must be made immediately. The completed application must state the reason for the leave and the beginning and ending dates of the leave.

13.9.8 Conditions of Leave

- 13.9.8.1 A faculty member who requests Family Medical Leave for his or her own serious health condition is required to use all available paid time: accrued sick leave and differential pay of up to five months total leave. A faculty member who requests Family Medical Leave to care for his or her spouse, domestic partner, child, parent or member of the immediate household with a serious medical condition, or for the birth or adoption of a child, may choose to use sick leave to cover the requested leave period. At the exhaustion of all above paid leaves, the remainder of the leave - up to a maximum of twelve weeks - will be unpaid. District paid benefits, if applicable, will continue through the duration of the leave on the condition that the faculty member returns to work after the leave.
- 13.9.8.2 Only one Family Medical Leave may be taken in each twelve month period. This twelve month period is a forward rolling leave calculated from the date on which the last Family Medical Leave started, or in the case of the first leave, the first date on which the faculty member becomes eligible and has a qualifying reason.
- 13.9.8.3 The District may require the faculty member to obtain a second medical opinion at District expense. If the two medical opinions conflict, the opinion of a third medical provider, approved jointly by the faculty member and the District, may be required at District expense, and the third opinion will be final and binding.
- 13.9.8.4 Leave taken because of the serious health condition of a faculty member, spouse, domestic partner, child, parent or member of the immediate household may be taken intermittently or on a reduced schedule when medically necessary.
- Leave may be counted in full or partial days or full or partial weeks. Leave taken because of the birth or placement of a child may not be taken intermittently or on a reduced schedule leave unless expressly approved by the Associate Vice Chancellor of Human Resources.
- 13.9.8.5 While in unpaid status under Family Medical Leave, a faculty member will not accrue additional benefits such as sick leave, or seniority. However, Family Medical leave is counted as active work status for the purposes of pension vesting or eligibility in pension plans.
- 13.9.8.6 If both husband and wife work for the District, their leave is limited to a combination of twelve weeks for the qualifying event of a birth, adoption, or

foster care placement.

13.9.9 Medical Certification Statement

An application for leave based on the serious health condition of the faculty member or the faculty member's spouse, domestic partner, child, parent or member of the immediate household must be accompanied by a Medical Certification Statement completed by a health care provider. The certification must state the date of which the health condition commenced, the probable duration of the condition, and the appropriate medical facts allowed by the law regarding the condition. If leave is for the care of a family member, it should also estimate the amount of time that the faculty member will be needed to care for the patient. If leave is for the faculty member's own health condition, certification should also state that the faculty member is unable to perform the functions of his or her own position. If additional leave is requested beyond the period stated in the certification, the District may require re-certification in accordance with these procedures.

13.9.10 Return from or Failure to return from Leave

The faculty member is expected to return to work on the date stated in the application for leave. If the faculty member wishes to return earlier, both the faculty member's administrator and the Office of Human Resources should be notified at least five (5) days before the faculty member's planned return. Failure to return from leave without notification may be construed as an abandonment of the faculty member's position. The District will require a certification that the faculty member is physically able to return from leave due to the faculty member's own serious health condition. However, if a faculty member returning from Family Medical Leave due to his or her own serious medical condition is unable to perform the essential functions of the faculty member's job because of a physical or mental condition, the District's obligations to that faculty member may be governed by the Americans with Disabilities Act.

13.9.11 Reinstatement Rights

A faculty member on Family Medical Leave is entitled to be returned to the same position held prior to the leave, if still available, or to an equivalent position, subject to provisions of the Bargaining Unit Contract. A faculty member on Family Medical Leave will not suffer the loss of any other employment benefits that the faculty member earned or was entitled to before using the leave.

13.9.12 Health Care Benefits (if applicable)

District paid benefits will continue during the period of Family Medical Leave. If the faculty member does not return from leave and employment is terminated, District paid benefits shall terminate at the end of the month in which the faculty member was last in paid status.

13.9.13 Coordination with Pregnancy Disability Leave

Family Medical leave is separate and distinct from disability leave for pregnant faculty members. Pregnant faculty members may be entitled to a disability leave in addition to the Family Medical Leave. An eligible faculty member may be entitled to take a pregnancy disability leave of up to four months and a Family Medical Leave of up to

twelve weeks for a combination of approximately seven months.

13.9.14 Reference

The Family Medical Leave Act became effective on August 5, 1993. The California Family Medical Leave Act was amended by AB 1460 to conform the state law to the federal Family Medical Leave Act. These amendments were effective on October 5, 1993.

13.10 RETURN TO WORK

The faculty member shall secure a medical release before being permitted to return to work

13.11 BEREAVEMENT

13.11.1 A faculty member shall be entitled to three (3) days leave of absence, or five (5) days if out of state travel is required, or seven (7) days if travel is required out of the country for the death of any member of the faculty member's immediate family and to such additional days, as the District may allow. For full-time faculty, no deduction shall be made from the salary of such faculty member on account of such leave. The leave shall be taken within one (1) year of the death. Adjunct faculty members shall be paid for classes or non-instructional time which are scheduled for that adjunct faculty member during such leave.

13.11.2 Immediate family shall include: Mother (stepmother), mother-in-law, father (stepfather), father-in-law, husband, wife, domestic partner, son (step-son), daughter (step-daughter), brother, sister, grandparent, legal guardian, grandchild, or any person living in the household of the faculty member.

13.12 JURY SERVICE

13.12.1 A faculty member shall receive full pay while serving as a panel member on a jury in a case before a court of law, provided the faculty member over and remits all compensation received for such jury duty, exclusive of mileage, to the District. Faculty members called for jury duty shall immediately advise their immediate supervisor so suitable arrangements can be made.

13.13 INDUSTRIAL ACCIDENT AND ILLNESS

13.13.1 Criteria

If a District-related injury or sickness results in absence of a full-time or adjunct faculty member, that person is entitled to leave for the duration of the injury as determined by the appropriate medical authority, subject to workers compensation laws. Such leave shall commence on the first day of such absence. Any applicable tenured rights and service credit shall be maintained during the industrial accident and illness leave.

13.13.2 Compensation

13.13.2.1 The District shall, for not more than 60 working days within any one year for the

same accident, provide compensation which, added to any disability payments, will equal the faculty member's normal salary.

- 13.13.2.2 Faculty members who have exhausted the 60-day compensated leave shall utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.

13.13.3 Allowable Leave

- 13.13.3.1 Allowable leave shall not be accumulated from fiscal year to year. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due the faculty member for the same illness or injury.

- 13.13.3.2 Faculty members who have exhausted the 60-day compensated leave may utilize accrued sick leave in fractions of days for which pay, when added to disability compensation, will ensure the faculty member's full salary but will not exceed a normal day's compensation as calculated for each faculty member.

13.13.4 Exhaustion of Leave

Upon termination of the industrial accident or illness leave, the faculty member shall be entitled to the benefits provided in the Education Code. For purposes of each of these sections, the faculty member's absence shall be deemed to have commenced on the termination date of the industrial accident or illness leave. If the faculty member continues to receive temporary disability indemnity, the faculty member shall elect to take as much accumulated sick leave, which will not exceed the faculty member's full salary when added to the faculty member's temporary disability indemnity.

13.13.5 Continuation of Fringe Benefits

Any faculty member assigned more than 60% of a full load and who is on industrial accident or illness leave, whether District compensated or not, shall have the right to continuance of fringe benefit coverage.

13.14 PERSONAL BUSINESS

13.14.1 Criteria

Personal business leave shall apply when circumstances indicate a faculty member must voluntarily be absent from normal hours of employment. Each full-time faculty member shall be entitled to a maximum of five (5) days of personal business leave each year, subject to prior approval of the Chancellor or designee. The full-time faculty member shall receive the difference between the faculty member's salary and the rate of pay of a substitute, whether or not a substitute was actually hired.

13.14.2 Procedure

The full-time faculty member shall indicate the basis of personal business leave in writing to

the Chancellor. The Board of Trustees shall regulate and prescribe the manner and proof of need.

13.15 MILITARY LEAVE

13.15.1 Criteria

Faculty members who are members of any reserve corps of the Armed Forces of the United States, or of the National Guard, or who are inducted, enlisted or otherwise ordered to active military duty shall be granted such leave, providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty.

13.15.2 Service Credit

Absence on military leave shall not be construed as a break in the continuity of service, but shall not count toward tenure for a contract faculty member.

13.15.3 Compensation

A full-time faculty member on temporary military leave of absence who has been in the service of the District for a period of not less than one (1) year immediately prior to the day on which the absence begins shall be entitled to receive salary or compensation for the first thirty (30) calendar days of any such absence. Pay for such purposes shall not exceed thirty (30) days in any one (1) fiscal year. Faculty members have the obligation of attempting to schedule all temporary military leaves during the summer months.

13.16 PROFESSIONAL CONFERENCES OR MEETINGS

The District may grant a paid leave of absence with travel expenses for attendance at professional conferences, which are beneficial to the District, as determined by the Chancellor and subject to budget allocations.

13.17 EDUCATIONAL IMPROVEMENT, GOVERNMENT SERVICES, EXCHANGE TEACHING, OR HEALTH REASONS

13.17.1 Authorization

Leaves for educational improvement, government service, exchange teaching, election or appointment to public service, or health reasons may be granted by official action of the Board of Trustees on the recommendation of the Chancellor.

13.17.2 Compensation/Duration

Such leaves of absence shall normally be granted without pay and shall normally last not less than one (1) semester nor more than one (1) year. An extension of the leave may be granted where completion of the program requires longer than one (1) year and where advantage will accrue to the District. When authorized leave is for exchange teaching, so that the faculty member's normally assigned duties are performed by an individual from another institution, and when the replacing person is being compensated by her/his regular employer, the faculty member will be compensated at the faculty members regular salary.

13.17.3 Credit on Salary Schedule

Leaves of not more than one (1) year for educational improvement, Foreign Service and exchange teaching shall be counted as one year of experience for advancement on the salary schedule. Leaves of one (1) semester shall be credited as one semester for advancement. Leaves for health purposes shall not count for such advancement.

13.17.4 Notification of Intent to Return

In leaves covered in this section, the faculty member must sign an Agreement that the Chancellor shall be notified in writing not less than sixty (60) days before the end of the semester or by April 1 (December 1 for fall semester leaves) whichever is earlier, of her/his intention to return.

If the Chancellor is not notified, the position will be considered to be vacant. At least ten (10) days before the notice is due, the Chancellor will remind the faculty member of this obligation by certified letter to the faculty member's last known address.

**13.18 LEAVE FOR FACULTY SERVING AS ELECTED OFFICER OF
EMPLOYMENT ORGANIZATION**

13.18.1 The District shall grant to a full-time faculty member, upon request, a leave of absence without loss of compensation for the purpose of enabling such faculty members to serve as an elected officer of any local community college, District public employee organization, or of any statewide or national public employee organization, with which the local organization is affiliated.

13.18.2 The leave shall include, but is not limited to, absence for the purpose of attendance by the faculty member at periodic, stated, special, or regular meetings of the body of the organization on which such faculty member serves as an officer. Compensation during the leave shall include retirement fund contributions required of the District. Such retirement contributions shall include the amount necessary to pay any unfunded liability cost for each such retirement plan. The faculty member shall earn full service credit during the leave of absence and shall pay member contributions as prescribed by Section 22804 of the Education Code. The maximum amount of the service credit earned shall not exceed twelve (12) calendar years. Any faculty member, who serves as a full-time officer of a public employee organization, shall not be eligible for disability benefits under the State Teacher's Retirement System while on the leave of absence.

13.18.3 Following the District's payment of the faculty member for the leave of absence, the District shall be reimbursed by the employee organization of which the faculty member is an elected officer for all compensation paid the employee on account of the leave. Reimbursement by the faculty member organization shall be made within ten (10) days of receipt of the District's certification of payment of compensation to the faculty member.

13.18.4 The leave of absence without loss of compensation provided for by this section is in addition to the released time without loss of compensation granted to representatives of an exclusive

representative by subdivision (c) of Section 3543.1 of the Government Code.

13.19 LONG-TERM LEAVE OF ABSENCE

13.19.1 Authorization

Long-term leaves of absence may be granted by official action of the Board of Trustees on the recommendation of the Chancellor.

13.19.2 Compensation

Such leaves of absence shall be granted without compensation and shall normally last not less than one (1) semester, nor more than one (1) year. An extension of the leave may be granted upon recommendation of the Chancellor.

13.19.3 Credit on Salary Schedule

Time spent on long-term leave of absence shall not be credited for advancement on the salary schedule.

13.19.4 Notification of Intent to Return

In leaves covered in this section, the faculty member shall sign an Agreement that the faculty member shall notify the Chancellor prior to March 15 (December 1 for Fall Semester leaves) if the faculty member does not intend to return to District employment at the expiration of the leave. Either failure to provide such notice or failure to return shall constitute a breach of contract.

13.20 CHILD REARING LEAVE

13.20.1 Upon request the Board shall provide a male or female full-time faculty member who is the natural or adoptive parent an unpaid leave of absence for the purpose of rearing the faculty member's child. Such leave shall be for one (1) full year or one (1) semester if requested by the faculty member as defined in this article. A faculty member shall notify the Chancellor of the request for leave two (2) months prior to the commencement of such leave. The leave must commence within six (6) months of the birth or the adoption of the child. Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service, but such leaves shall not be credited as time served for the purpose of salary advancement.

13.20.2 A grandparent qualifies for this leave if the grandparent becomes legally responsible for the care and upbringing of a minor child because the parents being unable to fulfill parental duties. Such reasons may include, but are not limited to: Military service, a serious medical condition, issues of mental health, imprisonment, etc.

13.21 ELDER CARE LEAVE

13.21.1 Upon request the Board shall provide a full-time faculty member who is the natural or adoptive child an unpaid leave of absence for the purpose of providing care to elderly or infirm parent(s). Such leave shall be for one (1) full year (or one (1) semester if requested

by the AFT 6157 member) as defined in this article.

- 13.21.2 A faculty member shall notify the Chancellor of the request for leave at least two weeks prior to the commencement of such leave. Leaves taken under this section shall not constitute a break in service for the purpose of determining continuity of service but such leave shall not be credited as time served for the purpose of salary advancement.

13.22 CATASTROPHIC ILLNESS LEAVE BANK-FULL-TIME FACULTY AND ADJUNCT FACULTY WITH SENIORITY REHIRE PREFERENCE (SRP)

13.22.1 California Education Code § 87045

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because the faculty member has exhausted all of his or her sick leave and other paid time off.

- 13.22.1.1 Immediate family member(s) for the purpose of this policy is defined to include only the following: spouse, domestic partner, children and legal dependents.

13.22.2 Basic Provisions

The following provisions apply to the catastrophic illness leave (CIL) bank available to faculty.

- 13.22.2.1 Any full-time faculty member with a balance of eligible sick leave credits of twenty five (25) days or more after such donation, may donate days to the bank, up to but not more than fifteen (15) days per year.

Any SRP adjunct faculty with a balance of 34 hours of sick leave after such donation may donate to the bank, up to but not more than 17 hours per year.

- 13.22.2.2 Full-time faculty members who donate at least one day each time an official union/district call is made shall be entitled to request Catastrophic Leave for their own personal use. Tenure-track faculty members may participate in CIL, but shall not be required to donate one day of sick leave until they are tenured.

- 13.22.2.3 SRP Adjunct faculty members who donate at least 3.4 hours each time an official union/district call is made shall be entitled to request Catastrophic Leave for their own personal use. SRP adjunct faculty may participate in CIL, but shall not be required to donate 3.4 hours until the fourth semester following the earning of SRP.

- 13.22.2.4 Any faculty member may receive leave credits from the bank when approved

in accordance with the required provisions.

- 13.22.2.5 There will be no attempt to evaluate a day donated or received on the basis of the pay rate of the donor or the recipient.

13.22.3 Procedure

- 13.22.3.1 The applicant (or agent) for CIL must submit an Application for Leave Request form (see appendix K) in writing to the Associate Vice Chancellor of Human Resources. All requests must be accompanied by a physician's statement which verifies catastrophic illness or injury (as defined above) of the faculty member or the faculty member's immediate family member.
- 13.22.3.2 Both the Associate Vice Chancellor of Human Resources and the President of the AFT 6157 will recommend approval of catastrophic illness leave (CIL) only in the cases of catastrophic illness or injury.
- 13.22.3.3 Every attempt will be made to protect the privacy of the applicant.

13.22.4 Establishing the Bank and Collecting Deposits

- 13.22.4.1 There will be an initial call from the Office of Human Resources/and or the AFT 6157 for donations to establish the bank.
- 13.22.4.2 There will be an annual call for donations, unless the bank has more than ninety (90) days.
- 13.22.4.3 There will be calls for donations when the bank balance falls below forty five (45) days. Payroll Services will notify Human Resource when the balance falls below forty five (45) days, at which time Human Resources and/or the AFT 6157 will send out the call for donations.
- 13.22.4.4 Donations from those eligible to donate will only be accepted during official calls from Human Resources/and or the AFT 6157. The AFT 6157 may determine to suspend the call for donations when the bank reaches a sufficient number of sick leave days.

13.22.5 Eligibility Requirements

To be eligible for CIL, faculty members must have exhausted all accrued sick leave. If an applicant is eligible for differential pay, the leave drawn from the bank will be prorated to bring the faculty member up to, but not over, his/her base salary.

13.22.6 Length of Leave

For full-time faculty the maximum length of CIL is a total of ninety (90) workdays including those which use substitute differential leave (See 13.5.4). In extreme cases where additional leave is needed the faculty member may make a request for additional

days to the Associate Vice Chancellor of Human Resources and the AFT 6157 President.

For SRP adjunct faculty the maximum length of CIL is a total of two semesters. Leave shall be based on (1) scheduled load or (2) SRP level when no load is assigned. In extreme cases where additional leave is needed, the adjunct faculty member may make a request for one (1) additional semester to the Associate Vice Chancellor of Human Resources and the AFT 6157 President.

13.22.7 Donation Process

- 13.22.7.1 A written Donation of Sick Leave form must be submitted and signed by the donor. (See appendix K)
- 13.22.7.2 Donation forms should be submitted to the Payroll Services Office.
- 13.22.7.3 Donated leave becomes the property of the bank until authorized for allocation by the Associate Vice Chancellor of Human Resources, and under no circumstances will donated leave be returned to the donor. Donations are completely voluntary.

13.22.8 Termination of Catastrophic Leave

CIL terminates, and any remaining donated sick leave is returned to the bank, when:

- 13.22.8.1 The recipient terminates employment with the District.
- 13.22.8.2 The need no longer exists based on physician's recommendation.
- 13.22.8.3 The bank runs out of donated sick days.

ARTICLE 14

SABBATICAL LEAVE

14.1 GOALS AND OBJECTIVES

- 14.1.1 Sabbatical leaves are encouraged and may be granted to full-time faculty members for the purpose of carrying out an approved program which will benefit students, instructors, and the District. Such leaves are a means of enhancing the professional growth of faculty members through a variety of activities and/or experiences which have significant relevance to the specific assignment and/or to the retraining of the faculty member.
- 14.1.2 The District and the AFT 6157 recognize that sabbaticals ensure and enhance the instructional integrity of programs offered to our students. Accordingly, the District and the AFT 6157 agree that the Professional Recognition Committee, (PRC) as constituted in Article 10, shall review applications and conduct interviews in a manner that respects the professionalism of the applicant while ensuring the validity of the proposed project for sabbatical leave.
- 14.1.3 When members of the PRC are in disagreement among themselves over the approval of a sabbatical request, they will meet with the faculty member to gather information and/or clarification which will assist them in making an unbiased recommendation. In performing their many duties, the PRC will grant fair, impartial and equal treatment to all candidates.

14.2 ELIGIBILITY

A faculty member will be eligible to apply for sabbatical leave for the next academic year, if the year in which the faculty member applies is the faculty member's sixth (or more) consecutive year of full-time service for the District.

- 14.2.1 Leaves of absence granted by the Board of Trustees shall not be deemed a break in service. The period(s) of such absences, however, shall not be included as service in computing the six (6) consecutive years of service required by this section.

14.3 NUMBER OF SABBATICALS

The number of the full-time faculty members on sabbatical shall not exceed the equivalent of 4% of total full-time faculty or ten (10) full-time faculty whichever is higher and shall be offered to eligible applicants whose leave applications are recommended by the PRC for approval by the chancellor and the Board of Trustees.

14.4 APPLICATION AND RECOMMENDATION PROCESS

- 14.4.1 Application for sabbatical leave shall be submitted on forms developed by the Recognition Committee and approved by the AFT 6157 and the District. Completed applications must be filed in Human Resources by November 1 of the year preceding the fiscal year for which the sabbatical is to become effective. No more than two applications per year shall be submitted

by any one person.

14.4.2 Procedures

- 14.4.2.1 Application for sabbatical leave shall be submitted to the Dean for comment and signature with sufficient time to comply with the deadline date of filing with Human Resources by November 1.
- 14.4.2.2 If the Dean has concerns or comments, these should be presented in writing and discussed with the applicant. The applicant may amend the application to address the Dean's comments or concerns and may resubmit the amended version to the Dean. If discrepancies and/or disagreements are resolved, pertinent comments shall be removed and shall not be passed beyond this point.
- 14.4.2.3 The Dean shall forward the sabbatical application to the President for review and signature. If the President has concerns or comments, the President shall notify the Dean and the applicant in writing, and give the applicant an opportunity to amend the application to address these comments and concerns. If the applicant then chooses to amend the application, and the President's comments and concerns are resolved; such comments shall not be passed beyond this point. The applicant will then resubmit the application to the President for signature. However, this must be done by the November 1 deadline for filing in Human Resources. If the applicant chooses not to amend the application to address the President's comments or concerns, the President will sign the application and send it to PRC with his/her comments.
- 14.4.2.4 The PRC shall review each application and accompanying documentation, if any, and interview all applicants. Based on the results of the review and interview, the PRC shall forward a written recommendation to the Chancellor. If the PRC recommends denial of an application it shall state in writing specific reasons for doing so and shall send a copy of the denial to the applicant.
- 14.4.2.5 The Chancellor shall review the application and accompanying documentation and may interview the applicant. Based on the merits of the application and the recommendation of the PRC, the Chancellor may add and submit recommendations and forward them with the application and the PRC recommendation to the Board of Trustees.

14.5 **AUTHORIZATION**

Board actions on sabbatical applications are to be taken no later than the first meeting in February. In the event that an approved leave cannot be taken, alternate requests may be granted within the maximum percentage authorized, up to March 1 of the year preceding the fiscal year in which the sabbatical is to be taken.

14.6 SERVICE OBLIGATION

Recipients of sabbatical leaves shall contract to serve the District for twice the period of leave in full time service. The grantee shall indemnify the District against loss in the event of failure twice the period of leave in full time service after return from the sabbatical by executing a contract in a form approved by the Board of Trustees binding the faculty member to return for twice the period of leave in full time service.

14.7 REPORTS

14.7.1 Reports are required in order to satisfy the conditions under which sabbaticals are granted. Failure to submit the reports to the PRC may result in loss of the sabbatical leave, the cessation of salary payments, and/or recouping of payments already made.

14.7.1.1 Interim Reports

The District shall require an interim report at the midpoint of each semester on the faculty member's progress in fulfilling the sabbatical obligation. This report may be oral or written based on the judgment of the PRC. Any significant changes in the approved sabbatical activities must be submitted to the PRC for approval prior to implementation. A faculty member who is notified that the sabbatical payments are to be discontinued may return to work if the faculty member's position has not been filled.

14.7.1.2 Oral Report

An oral presentation to faculty, students, and/or the community regarding the completed report is required in order to communicate to the college community the concomitant benefits of the leave. It is the faculty member's responsibility to arrange for an oral presentation and to notify the PRC. College or university work taken as part of the sabbatical program shall be referenced in the report and verified by official transcripts sent directly to Human Resources by the conferring institution.

14.7.1.3 Written Report Upon Completion of the Sabbatical Leave

Faculty members returning from sabbatical leave shall be required to submit a written report to the President (or designee) and to the PRC by the end of the first returning semester. The report shall describe in detail the learning activities that took place during the sabbatical leave, the benefits accrued to the faculty member and to the District, and that the approved sabbatical plan was completed in its entirety. College or university course work taken as part of the sabbatical program of activities shall also be described via such a report and verified by official transcript sent directly to Human Resources by the conferring institution. All required written reports shall be presented in a professional format, style, and content which reflect college level standards. The PRC will develop standards and procedures for the preparation of sabbatical reports and will submit them to the District and the AFT 6157 for approval.

- 14.7.1.4 The PRC shall review the written report and shall forward a recommendation to the Chancellor for approval or rejection based upon whether the sabbatical recipient successfully fulfilled all of the requirements of the sabbatical agreement.
- 14.7.1.5 If the PRC rejects the report, they shall meet with and advise the faculty member of their decision. After consultation with the faculty member, the PRC shall set forth the reasons for rejection in writing together with specific recommendations for satisfactory completion of the sabbatical obligation. The faculty member shall, no later than thirty (30) days after receipt of the rejection notice, submit a revised report to the PRC and to the President of the college.
- 14.7.1.6 The President and the PRC, independently, shall review the revised report. If both accept the revisions, the PRC shall forward its recommendation to the Chancellor. If either the President or the PRC does not accept the revisions, both parties shall meet to try to achieve consensus. If consensus is achieved, the recommendation shall be forwarded to the Chancellor. If there is no consensus, the parties shall both state their reasons in separate documents and will forward their recommendations to the Chancellor. Both the President and PRC shall provide a copy of these documents to the faculty member.
- 14.7.1.7 The Chancellor shall review the recommendations submitted by the PRC and the President if appropriate, and accompanying documentation.
- 14.7.1.8 If, the applicant's sabbatical report is rejected, the faculty member may request to meet with the Chancellor within 10 days to appeal this decision. The Chancellor may accept the appeal or not. If the Chancellor does not accept the appeal, upon approval of the Board of Trustees, the District may pursue available legal means to recoup the funds paid to the faculty member while on sabbatical leave.

14.8 GRADES

- 14.8.1 Successful completion of an academic activity during a sabbatical shall normally be demonstrated by a grade "B" on an individual course or a "B" point average on more than one course. Exceptions may be considered when an academic institution grades on a "pass/fail" system or when a grade other than "B" is declared as the normal qualifying grade by the conferring institution in a specific academic activity.
- 14.8.2 A faculty member who does not achieve "B" or "Pass" or "Qualifying" grade, as applicable, may be permitted to take the course or courses within the next academic year unless circumstances develop beyond the control of the faculty member that would prevent such completion. In that instance, the faculty member and the PRC shall come to an agreement on a reasonable alternative.

14.9 COMPENSATION

- 14.9.1 Salary Rate
Sabbatical leaves may be arranged for one (1) year with a grant equal to 100% of the

basic annual salary; or arranged for one (1) semester with a grant of 100% of one-half year's salary to be effective for those applicants chosen for sabbaticals.

14.9.2 Salary Basis

While on sabbatical leave, the salary the faculty member would have received if the faculty member had been in regular service shall be the basis for computing the faculty member's compensation. Salary for sabbatical leave shall be paid in the same manner as that paid during regular service.

14.9.3 Credit on Salary Schedule and Benefits

Time spent on sabbatical leave shall be credited for salary increment and for District benefits, including longevity requirements.

14.9.4 Credit for Movement Across the Salary Schedule and for Professional Development Steps

Movement across salary classes and movement for professional development steps is based on continuing educational development of the faculty member including education obtained while on sabbatical.

14.9.5 Extra/Overload

Faculty on sabbatical leave may not engage in any other extra non-instructional or teaching assignments for additional compensation within the San Jose Evergreen Community College District beyond a 100% load. Faculty may use available banked overload to increase their salary to up to 140%.

14.10 ILLNESS, INJURY OR DEATH

14.10.1 In the event that injury to, or illness of the faculty member during the sabbatical leave prevents completion of the requirements of the leave, the sabbatical leave will be terminated and provisions for sick leave shall apply. If death occurs prior to the return to service to the District, no repayment of salary shall be required.

14.10.2 If upon return to service and prior to completion of the two obligatory years of service, should there be an illness or injury qualifying the faculty member for disability retirement, such illness or injury shall exempt the faculty member from further obligations relative to that sabbatical.

14.11 REINSTATEMENT

Upon return to service after a sabbatical leave, a faculty member shall be reinstated to the position held at the time leave was granted or to a comparable position, subject to provisions of law, i.e., seniority, layoff procedures.

14.12 SCHEDULE

A sabbatical leave may be arranged to begin in the fall semester and continue through the spring semester, or it may begin in the spring semester and continue through the fall semester. Any two (2)

consecutive semesters shall constitute one (1) year of leave.

14.13 COMPLIANCE WITH CONTRACT

All procedures developed by the PRC to implement this article shall be submitted to the District and the AFT 6157 for approval. If any procedures are not in compliance with this Agreement, they shall be discussed with the Committee. If the matter cannot be resolved, the District and the AFT 6157 shall meet to resolve the dispute.

14.14 STATUTORY REQUIREMENTS

All provisions pertaining to sabbatical leaves shall conform to statutory requirement.

ARTICLE 15

OVERLOAD

15.1 VOLUNTARY NATURE OF OVERLOAD

- 15.1.1 All overload service (anything over 1.0 load) service shall be voluntary whether it occurs within or outside of the academic semesters of the 156* day academic calendar.
- 15.1.2 However, when such work is necessitated or expected by virtue of job requirements by District policy, by state mandate, appointment to committee work, and is/or assigned by an administrator outside the academic semesters of the 156* day academic calendar, then members shall be compensated according to the applicable provisions of this article related to payment for overload.
- 15.1.3 The District shall notify all eligible members of opportunities for overload and shall ensure that said opportunities be rotated among eligible members in accordance with priority of assignment as specified in 15.2 and 15.3.3.

15.2 OVERLOAD WITHIN ACADEMIC SEMESTERS OF 156* DAY CALENDARS

- 15.2.1 Full-time unit members' overload assignment for compensation and/or overload banking shall be based on a separate contract which shall normally be limited to 6 (six) units or 40% of a full load. Exceptions to this maximum overload shall be negotiated with the AFT 6157.
- 15.2.2 Overload within the academic semesters of 156* day calendar shall be paid on the pro rata adjunct salary schedules D-1, D-2, or D-5.
- 15.2.3 Priority of Assignment for Overload within Academic Semesters of 156* Day Calendar. Faculty shall be selected and assigned at a college on the following priority basis:
- 15.2.3.1 Full-time regular academic staff from home campus;
- 15.2.3.2 Full-time regular academic staff from the other District campus (es);
- 15.2.3.3 Temporary full-time contract academic staff.

15.3 OVERLOAD ASSIGNMENT OUTSIDE THE ACADEMIC SEMESTER OF THE 156* DAY CALENDAR

15.3.1 Instructional Faculty

15.3.1.1 Compensation

* (hours shall be based on those hours defined in the previously used 175 day calendar)

Full-time faculty shall be paid from the Intersession and Summer Pro-Rata Salary Schedule (Appendix D-3, Lecture, and Appendix D-4, Lab) for any instructional assignment made outside the 156* days as defined by the 156* day academic calendar in effect at that time.

This schedule applies to pre-summer and summer sessions and all instructional assignments outside the 156* day calendar, to the maximum of 40% annually. Instructional overload assignments over the 40% annual maximum will be paid at the faculty member's placement on the Adjunct Pro Rata Salary Schedules (Appendix D-1, Lecture, and Appendix D-2, Lab).

15.3.1.2 Load Limits

Load limits for faculty who teach summer and/or winter intersession shall be limited to a total of 80% per session.

15.3.2 Non-Instructional Faculty Overload Outside Academic Semester of 156* Day Calendar

Payment

Unit members shall be paid at the non-instructional hourly rate (Appendix D-5) for service provided outside of the academic semesters.

15.3.3 Priority of Assignment for Overload Outside of Academic Semesters

- 15.3.3.1 Contract or regular faculty members from the discipline and home campus who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.2 Contract or regular faculty members from the discipline and home campus who were employed during the preceding summer and/or winter intersession;
- 15.3.3.3 Contract or regular faculty members from home campus who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.4 Contract or regular faculty members from home campus who were employed during the preceding summer and/or winter, sessions.
- 15.3.3.5 Contract or regular faculty members from the other District campus(es) who were not employed during the preceding summer and/or winter intersession;
- 15.3.3.6 Contract or regular faculty members from the other District campus(es) who were employed during the preceding summer sessions/and or winter intersession.

Faculty in their first year of employment with the District shall be placed at the bottom of the rotation.

For the purposes of this section "discipline" is defined as the department where the faculty member either receives his or her 1.0 equivalency load or the majority of the load if he or she teaches in more than one department. Majority of the load shall be defined as 50% or greater of a load.

15.4 BANKING OF OVERLOAD FOR PAID LEAVE

15.4.1 Banking Overload

Full-time unit members may accumulate credit toward paid leave for any instructional overload assignment within or outside of the academic calendar by banking overload in lieu of overload compensation. The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load.

15.4.1.1 Using form(s) supplied by the District, the faculty member shall select an irrevocable option for any overload assignment for the next academic session to either be paid during the academic session or bank the time to be used at a later date.

15.4.1.2 If no form indicating an irrevocable option is submitted prior to the commencement of an overload assignment, then for that faculty member, that overload will be paid at the prescribed rate and no banking will be allowed.

15.4.1.3 The form(s) shall also allow the faculty member to indicate a desire to use some or all of the banked overload in the subsequent academic session. If no form is submitted prior to the dates stipulated in Article 15.4.2, then no paid leave will be allowed for that academic session.

15.4.1.4 Cashing out of any or all banked overload will be allowed subject to the guidelines specified in Article 15.4.4.

15.4.2 Applying Banked Overload to Leave

Banked instructional overload shall be applied to leave in full unit increments of full course loading. Faculty may apply any full unit portion of banked overload to partial or full semester assignments. Faculty may perform additional overload service for compensation according to provision 15.2 of this article but they may not bank overload during leave. The loading formula in effect at the time leave is taken shall apply to usage of banked overload. While on leave, the faculty member shall be paid according to the full time salary schedule (Appendices C-1, C-2) in effect at the time of the leave for the percentage of load to which the banked leave is applied.

15.4.2.1 Requesting Leave (Form – Appendix R)

Faculty who wish to apply banked overload to a leave must submit to the appropriate Dean a written request (See Appendix R for form) for use of banked overload, which must be done by April 1 for leave in the fall semester and by November 1 for leave in the spring semester.

15.4.2.2 Requests by the faculty member for use of banked overload as fill-in for underload must be made within one week of the time the faculty member learns of the underload or prior to the beginning of the semester in which the underload is being taught whichever is later.

- 15.4.2.3 In any case, requests must include the portion of banked overload to be applied to the leave.
- 15.4.2.4 Such requests may be granted only if District programs can operate satisfactorily in the faculty member's absence. This determination shall be made by the responsible administrator. If, for any reason, a faculty member is unable to take an approved leave as defined in this article, a new leave request must be submitted for approval of any subsequent leave.
- 15.4.2.5 Tenure track faculty shall not be eligible to take banked leave in the first two contract years of employment. During the third and fourth years of contract employment tenure track faculty shall be eligible to take banked leave not in excess of 40%. Exceptions may be granted on a case-by-case basis upon approval by the dean. The decision to approve or not approve such leave is within the sole discretion of the District and is not subject to the grievance process. A tenure track faculty member who is on a work improvement plan shall not be eligible to take banked leave in any amount during the tenure review period.

15.4.3 Limits on Leave

Normally no more than 25% of full-time faculty per campus discipline shall be on leave during a semester. For disciplines with less than four full-time faculty, the applicable percentages shall be as follows:

- 33% for 3 to 3.99 full-time faculty members
- 50% for 2 to 2.99 full-time faculty members
- 100% for 1.99 or less full-time faculty members

If more than twenty-five percent (25%) of a campus discipline apply for earned leave at the same time, leave will be granted according to seniority among members who have not taken an earned leave within the past five (5) years.

15.4.4 Cashing Out Banked Overload

- 15.4.4.1 The Faculty member shall not be entitled to cash out banked overload except under one of the following circumstances:
 - 1. Retirement;
 - 2. Medical disability as defined in IRS Code Section 72(m) (7);
 - 3. Sabbatical – not to exceed 40% Load
 - 4. Termination;
 - 5. Death;

6. Uninsured loss of real property in excess of \$10,000; or
7. Medical emergency causing documental costs in excess of \$2,000 resulting from unpaid leave, loss of overload pay, or uninsured medical costs;
8. Expiration of the five (5) year banking period (see 15.4.7.2).

15.4.4.2 When a faculty member is paid for accumulated banked overload (known as “cashing out”) the rate of pay shall be at the step/placement in effect at the time credit was earned but the rate of pay in effect for that step/placement at the time paid.

15.4.4.3 Banked overload that is cashed out shall be calculated as follows:

1. Percent of banked overload of semester FTE times load times pro rata pay rate (Appendix D-1, D-2, D-3, or D-5) effective at time the overload is paid but at the step/placement when overload credit is earned.
2. For banked overload earned at the summer, cashing out shall be computed using the appropriate formula times the pay rate in effect when the credits are paid but at the step/placement at which the credits were earned.

15.4.4.4 A faculty member wishing to cash out (under 15.4.4.1, numbers, 2, 4, 5, and 6) must submit a written request to Human Resources. When a full-time unit member leaves the employment of the District, any unused banked overload shall be paid as described herein.

15.4.5 Record Keeping

Banked time shall be tracked by District Human Resources. Human Resources shall issue an annual statement by June 30 to each faculty member with a banked load balance and earned dates.

15.4.6 Reserve Funds

When the option to bank overload is exercised, an amount equal to the hourly compensation to be earned by the full-time unit member shall be placed in a separate reserve fund which will be used only to pay adjunct replacements when the faculty member uses banked time or to cash out unused banked overload. All interest earned on this reserve shall remain in that fund to offset the increases in hourly pay rates over time.

15.4.7 Other Conditions

15.4.7.1 Leaves taken under this article shall have no impact on any other provisions of the collective bargaining agreement. Such leaves shall not constitute a break in service, and all benefits of this contract shall continue to accrue during leaves for banked overload.

- 15.4.7.2 Any banked time must be used within the five (5) year period following the academic year in which it was banked. For purposes of this section, summer school courses shall be considered part of the academic year in which the courses end. Any banked overload not used in that five (5) year period, will automatically be paid to the faculty member as described in Article 15.4.4 on the last regular payroll of the five (5) year period on May 31st. Once a faculty member has accumulated one semester FTE in the overload bank, any additional overload assignment shall be for normal overload compensation.
- 15.4.7.3 Overload may be banked in one hour increments for instructional assignments or in 5% FTEF increments for non-instructional assignments. 20% FTEF is the maximum that may be banked in any semester, and 40% is the maximum that may be banked in any summer session up to a maximum of 60% per fiscal year.

BANK LOAD ACCRUAL INCREMENTS

1 HOURS INCREMENT = FTE LOAD LECTURE: 0.0667 LAB: 0.050

NON-INSTRUCTIONAL ACCRUAL INCREMENTS

<u>FTE</u>	<u>TOTAL HOURS</u>
0.050	26.25
0.100	52.50
0.150	78.75

The percentage of semester FTE credit shall be added to the faculty member's overload bank account. Overload may be banked up to one semester FTE load. When the overload banked percentage reaches 90%, the faculty member shall be allowed to bank in any increment.

- 15.4.7.4 Any faculty member with an underload on the books related to regular contract loading may not bank overload assignments until the underload is made up.

ARTICLE 16

TRANSFERS

16.1 PURPOSE OF TRANSFERS

Voluntary transfers provide opportunities for faculty to: renew themselves in a different environment; understand more fully different approaches to delivering student instruction and service; and foster a spirit of cooperative effort and interchange between our District colleges. Transfers also provide the District with an opportunity to benefit from improved morale and cooperative approaches to planning and problem solving at low or no cost.

16.2 DEFINITION OF TRANSFER

For purposes of this Article, a transfer is any relocation of a unit member from one work assignment to another assignment within the same college or from one college to another. Transfers may occur for partial or full loading of a unit member. Three types of transfers exist:

- a. Self-initiated (voluntary)
- b. Exchange (voluntary)
- c. Management-initiated (involuntary)

16.2.1 Tenured faculty transferring to another discipline will retain tenure. The Dean, at his or her discretion, has the right to require an evaluation during that first year and establish an Evaluation Committee (EC) in accordance with the process as described in Article 22.

16.3 TRANSFER RESPONSIBILITY

Authority for making voluntary and involuntary transfers is vested with the college Presidents. Seniority of unit members shall be given special consideration.

16.4 SELF-INITIATED (VOLUNTARY) TRANSFERS

Self-initiated transfers may occur in two ways:

16.4.1 A tenured faculty member may request a voluntary transfer to the other college for partial or full work load by filing an appropriate written request with the President of the college to which the unit member wishes to be transferred with a copy of the request to the President of the campus to which the unit member is assigned. If a vacancy occurs on the campus to which transfer is requested during the academic year in which the request was submitted, or for the subsequent fall semester following the request, the unit member shall be considered for the vacancy before any new applicants for the position are sought.

Tenure-track contract faculty in their 4th contract year of service have the right to request and be considered for a voluntary transfer for the following year. Tenure-track contract faculty tentatively selected for transfer will be provided a tentative offer subject to tenure approval by the Board of Trustees. If tenure is not approved, the tentative offer will be rescinded.

16.4.2 Prior to the public announcement of any full-time faculty openings, the District shall electronically notify full-time faculty and the AFT 6157 10 working days before the position opening is advertised to the public.

16.4.2.1 A tenured faculty member may request transfer to a vacant position by submitting a request with a brief letter of interest to the president where the position is located.

16.4.2.2 If a vacancy occurs outside of the academic calendar days, notification of the opening shall be posted electronically to full-time faculty and the AFT 6157 for 15 working days.

16.4.2.3 Transfer request(s) shall be submitted to the appropriate college president. A transfer requires the approval from the President. The president shall meet with the faculty member requesting a transfer. The president may request additional documentation.

Current faculty members who meet the minimum qualifications for the particular assignment shall be assessed on the basis of the job announcement. Desirable or preferred qualifications shall also be considered but shall not be used for the purposes of discouraging qualified applicants.

16.4.2.4 If the unit member is not selected for the requested transfer position, the basis for non-acceptance shall be explained in writing to the faculty member.

16.5 EXCHANGE TRANSFER (VOLUNTARY)

16.5.1 An exchange transfer is a mutual agreement on the part of two full-time faculty members to exchange positions for a specified period of time which shall be no less than the equivalent of one semester. Exchange transfers may be for partial or full loading, and if for partial loading, there shall not be any compensation under provisions related to mileage (Article 4). Faculty who initiate an exchange transfer must each set forth, in writing, the reasons for their request and the benefits which are expected to accrue from it.

The request shall be presented to each faculty member's Dean at least eight (8) weeks prior to the effective date of the requested transfer. Faculty requesting exchange transfers must meet the approved minimum qualifications for the desired positions.

16.5.2 The Dean or appropriate administrators shall immediately inform other faculty members of the disciplines(s) in writing, about the request for exchange. Unless the request for transfer is contested by discipline faculty or administrator for valid reasons, both administrators shall forward their recommendation for approval to the college Presidents.

16.5.3 In cases where the transfer is contested, the Dean shall convene an Exchange Transfer Committee consisting of:

16.5.3.1 Two (2) full-time discipline faculty, whenever possible, from each of the two

campuses

16.5.3.2 One (1) member of the Diversity Advisory committee from the campus not contesting the transfer.

16.5.4 Administrators and faculty who choose to serve on an “Exchange Transfer Committee” shall be well versed on aspects of fairness and equal opportunity prior to deliberating on the request for transfer. All deliberations shall focus on existing approved minimum qualifications for the positions. The committee shall attempt to reach consensus on its recommendation and shall submit it, in writing, to the Presidents of the colleges with copies to the exchange candidates. When denial of the request is recommended, specific references shall be made to criteria for the assignment which were not met.

16.6 NON-CONCURRENT COMPENSATION FOR VOLUNTARY TRANSFERS

A voluntary transfer assignment for partial load shall not include compensation under the provisions related to mileage, Section 4.8.

16.7 MANAGEMENT-INITIATED TRANSFERS

Involuntary transfer shall not be affected for disciplinary reasons nor shall they be affected arbitrarily or capriciously. Management-initiated transfers may occur as follows:

16.7.1 Reduction-in-force

When a transfer is necessary to avoid a layoff under reduction in force, it shall be affected in accordance with the provisions of the Education Code.

16.7.2 Reduction in Program

When a program is reduced at one college and vacancies in the program exist at the other college, the District shall transfer qualified personnel to the vacant position(s).

16.7.3 “Best Interest” of the District

Management-initiated transfers for any other reason deemed in the best interest of the District shall be made in consultation with the AFT 6157 President.

16.7.4 Qualified Volunteers

Prior to initiating an involuntary transfer, the District shall seek out qualified volunteers who shall be transferred according to highest seniority. If no qualified volunteers are found, the transferee shall be the qualified person with the least seniority. This section shall be subject to Section 16.7.3.

16.7.5 Written Notification

The District shall provide written notification of all management-initiated transfers to the AFT 6157 at the time of notification to the unit member. Normally, notice of the transfer and the reasons for it shall be given to the unit member, in writing, thirty (30) days prior to the effective date of transfer.

16.7.6 Right of Claim to Return to Campus of Origin

16.7.6.1 If a unit member has been involuntarily transferred to the other college, that member shall have first right of claim on any position opening for which the faculty member is qualified at the college from which the member was transferred. If the offer of transferring back to the original campus is made, and the faculty member refuses the transfer, the opportunity for first right of claim is lost for future openings.

16.7.6.2 Any recipient of a management-initiated transfer remains eligible for voluntary transfer; self-initiated or exchange, back to the campus of origin.

16.8 **DISTRICT PROGRAMS**

A “District Program” is one where instruction is presented at both colleges but is managed by one college. They are established with the consensus of the faculty and administration of both colleges. Examples of current District programs include Administration of Justice, Drafting, Electronics and Music.

16.9 **COMPLETION OF FULL LOAD**

Faculty assigned to more than one District location in order to complete a full annual load shall not be considered to be transferred under the provisions of this article.

ARTICLE 17

BENEFITS

17.1 BENEFIT COVERAGE

Full-time (1.00 F.T.E.) faculty members in a permanent contract position shall receive full faculty member and eligible dependents' benefits.

Full Time Faculty Working Less than 100%: A faculty member with return rights to a permanent contract position, who is employed with a load of 50% or more, but less than a full load of 100%, shall receive fully paid employee benefits (at 100% for self), and shall pay the pro-rata cost for benefits of eligible dependent(s) if elected. (see Article 17).

(Example: A faculty member working 75% shall receive fully paid benefits for self; and shall pay 25% of the cost of dependent benefits).

17.1.1 Benefits for eligible faculty members shall become effective as of the first day of the calendar month following the month in which service to the District first begins. Matters within the scope of negotiations related to selection or change of providers and coverage shall be negotiated with the AFT 6157. The District shall advise the AFT 6157 at least two (2) weeks prior to any changes outside the scope of negotiations.

17.1.1.1 Eligible Dependents Only- Medical, Dental, Vision & Employee Assistance Plan

Eligible dependent is defined as the faculty member's spouse, domestic partner or child up to the age of 26 (subject to the eligibility provisions of our contract with Self-Insured Schools of California (SISC).

17.1.2 Medical Benefits

The District shall provide for each eligible faculty member and the member's eligible dependents one of the following medical benefit programs: Kaiser Permanente Medical Plan or Anthem Blue Cross PPO.

17.1.3 Dental Benefits

The District shall provide a dental care plan for the eligible faculty member and the member's eligible dependents.

17.1.4 Vision Care Benefits

The District shall provide a vision care plan for each eligible faculty member and the member's eligible dependents.

17.1.5 Life Insurance

The District shall provide a group term life insurance program for its faculty member and dependents. The District makes available a supplemental plan for purchase for the faculty member and their dependents.

Eligible dependents include the faculty member's spouse, domestic partner (subject to the eligibility provisions in the summary plan document) or unmarried child under the age 21, 23 if a full-time student at an accredited institution.

17.1.6 Disability Insurance

The District shall provide a disability plan for each eligible faculty member.

17.1.7 Employee Assistance Plan

The District shall provide a faculty member assistance plan for each eligible faculty member and the member's dependents.

17.1.8 Flexible Spending Account

Faculty members may participate in an IRC Section 125 plan.

17.2 HEALTH AND WELFARE BENEFITS

The District shall contribute to the following benefits an amount not to exceed (in annual cost) the current fixed rate.

17.2.1 Health and Welfare Benefits: 4-Tier Annual Rates

The District shall contribute to the benefit plans as listed in Appendix S.

17.2.2 SISC Joint Powers Authority

Pursuant to agreement reached between the District and AFT 6157, as of July 1, 2018, all faculty members moved to participation in the SISC III JPA for medical benefits (Kaiser and Blue Cross) effective July 1, 2018, except members who opted to continue their waiver, as described in section 17.5 All new eligible members shall have 30 days from their date of hire, to indicate their preferred SISC approved plan. Any employee who does not select and enroll in one of the SISC plan options within 30 days shall be placed in the least expensive available plan.

Medical Benefit Plans

Faculty may choose between two plan offerings and may elect to change plans each year during open enrollment.

Anthem Blue Cross – SISC 100-B \$10 Anthem Classic PPO per Summary of Benefits description.

Kaiser Health Plan – Kaiser Permanente Traditional Plan \$10 DOV 10 100 DayRX (SISC) per Disclosure Form.

17.3 EMPLOYEE LIFE INSURANCE CONTRIBUTION

District contribution: \$159.12 per year.

Death benefit calculation shall be based on age and salary as follows:

Under 50 – 150% of salary
Age 50 but less than 55 - 100% of salary
Age 55 but less than 60 – 100% of salary
Age 60 but less than 65 - 50% of salary
Age 65 but less than 70 - 25% of salary
Age 70 but less than 75 – 25% of salary
Age 75 & older - 20% of salary

17.3.1 Dependent Life Insurance

Dependent Death Benefit:

Over age 6 months	\$1,500.00
Age 0-6 months	\$100.00

17.4 LONG-TERM DISABILITY INSURANCE

The District's benefit is 66 2/3% of the faculty member's salary, to a maximum payment of \$5,000 per month, for a qualifying disability. Such benefit shall begin on the 91st consecutive day of total disability or after the expiration of accumulated sick leave, whichever occurs last. In the event the disability is a result of work-related injury, entitlement to long-term disability benefit shall be reduced by the amount of Workers' Compensation benefit received. The qualifying long-term disability benefit provided under this section shall be payable in accordance with the effective Group Plan Benefit.

17.5 HEALTH BENEFIT WAIVER

As of July 1, 2018, with the implementation of the District's contract with the Self-Insured Schools of California (SISC), health waivers will no longer be offered to District employees eligible for health & welfare benefits. SISC requires 100% participation of eligible full-time employees.

However, those employees who were participating in the Health Benefit Waiver as of June 30, 2018 were permitted to retain their Health Benefit Waiver benefit in the pro-rated annual amount of \$3,500 to a tax-sheltered annuity plan such as the District's 403B or 457 plans.

In the event that an eligible member who retained the member's Health Benefit Waiver experiences a loss of their other individual coverage, the member shall enroll in a SISC approved plan within 30 days of the loss of coverage. In the event that an eligible member experiences any other qualifying event, such as a change in family status, the faculty member may, within 30 days from the qualifying event, enroll in a SISC approved plan. If the faculty member fails to enroll within the specified time period, the faculty member must wait to the next Open Enrollment period. Once an employee cancels their Health Benefit Waiver and enrolls in a District medical plan, they shall not be permitted to switch back to the Health Benefit Waiver at a later date.

17.6 WORKERS' COMPENSATION

Faculty members are protected under provisions of the State Workers' Compensation Insurance Law. Injuries must be reported within 24 hours by the faculty member to her/his supervisor or to the Benefits Coordinator in Human Resources. The Supervisor shall file the report with the Office of Human Resources.

17.7 BENEFITS DURING UNPAID LEAVES AND UNAUTHORIZED ABSENCES

Benefits paid by the District are in effect only when a faculty member is in approved District paid status. During unpaid leaves of absence or unauthorized absence, the District shall not contribute toward the cost of any benefit except those mandated by state and federal law. A faculty member on authorized unpaid leave of absence may continue coverage by paying monthly or quarterly in advance to the District the full cost of premiums. The faculty member shall submit payment within 15 days of the due date. If payment is not received, the District shall notify the faculty member by district email. If the faculty member does not submit payment within 15 days of the receipt of email, coverage shall be terminated and continuation coverage (COBRAS) may be offered.

ARTICLE 18

RETIREMENT

18.1 RETIREMENT BENEFITS FOR FACULTY HIRED PRIOR TO 9/7/82

Faculty members hired on or before September 7, 1982 shall be eligible for the following District-paid benefits.

For the purposes of this section a retired faculty member is one who has applied, is eligible for and subsequently does receive a retirement benefit from the Public Employees' Retirement System (P.E.R.S.) or State Teachers' Retirement System (S.T.R.S.). A retired faculty member must be 55 years of age or older and must have been continuously employed as a paid full-time regular classified and/or academic faculty member by the District for 10 or more work years immediately prior to retirement.

A faculty member granted a board approved non-paid leave of absence which interrupts the qualifying period of employment may work enough additional days in full-time paid status for the District to compensate day for day for the number of leave days granted and have the additional days counted as if there were no break in service.

18.1.1 Retirement Benefits

SISC Joint Powers Authority

All retirees who are eligible for medical benefits shall move to participate in SISC-III JPA for medical benefits (Kaiser and Blue Cross) effective July 1, 2018. All retirees who are eligible for medical benefits per Article 18 shall participate in an open enrollment process beginning in February 2018 to meet the coverage date by SISC-III of July 1, 2018.

Medical Benefit Plans

Eligible retired faculty may choose between two plan offerings and may make a selection each year during open enrollment.

Anthem Blue Cross – SISC 100-A \$0 Anthem Classic PPO per Summary of Benefits description.

Kaiser Health Plan – Kaiser Permanente Senior Advantage (HMO) with Part D (SISC) per Summary of Benefits

Kaiser Health Plan – Kaiser Permanente Traditional Plan (Early Retirees) \$0 DOV 5 100 DayRX (SISC) per Disclosure Form

Premiums for health insurance benefits shall be paid by the District for a currently-employed unit member who retires and the faculty member's spouse of record or registered domestic partner (subject to eligibility provisions in each summary plan document), subject to all of the

following conditions:

For purposes of this Article "spouse" shall refer to both a spouse of record and registered domestic partner.

18.1.2 The District shall contribute to the plans listed above for 2018-19 are listed in Appendix S.

Employee Assistance Program \$20.64

18.1.3 The only spouse eligible to receive any District retirement benefit shall be the spouse legally married to the retiree (spouse of record) at the time of the retiree's retirement from the District. Coverage of the spouse commences at the time of the faculty member's retirement and ceases upon either the death of the retiree or divorce from the retiree. If the spouse was legally married to the retiree from the time of retirement until the time of the retiree's death, the surviving spouse may remain as a member of the District medical health plan by reimbursing the District quarterly, in advance, for the current group rate cost of such benefit. Such benefit ceases upon remarriage.

18.1.4 Upon attaining age 65, the retired faculty member and/or spouse qualifying for Medicare shall be required to take all action necessary to receive such coverage for which they qualify. The District shall pay for a plan which supplements the Medicare coverage. The District shall not pay for any Medicare coverage for which a retiree and/or spouse qualify.

18.1.5 Upon attaining age 65 the retired faculty member and/or spouse who does not qualify for Social Security Medical payments without cost shall have the option to continue with a District-paid regular Blue Cross or Kaiser Plan provided they pay the District quarterly, in advance, the difference between the group rate cost of those medical plans and the group rate cost of the above District supplement payments for those faculty members who qualify for Social Security medical payments.

18.1.6 For all faculty employed on or before March 31, 1986, the District shall provide the option for an individual faculty member to elect Medicare coverage. Election of this coverage is one-time and non-revocable. The effective date of Medicare coverage shall be retroactive to November 1992.

18.1.7 All faculty members hired on or after 04/01/86 shall be covered by Medicare.

18.1.8 The effective date of retirement benefits shall be the first day of the month following the date the faculty member retires from the District.

18.1.9 The District shall not pay for health insurance coverage that retiree and/or spouse is not eligible to receive.

18.1.10 Participation in the District dental and vision plans may be continued by a retiree and the spouse of record by the retiree paying the District quarterly, in advance, the full cost of such

benefits.

- 18.1.11 The benefits of this section shall be available only when the eligible faculty member retires from: (1) State Teachers' Retirement System or Public Employees' Retirement System and (2) the District.

18.2 EARLY RETIREMENT REDUCED WORKLOAD PROGRAM -STRS/PERS

Full-time faculty members may, with District approval, participate in the early-retirement Reduce Workload Program whereby they may reduce their workload from full-time to a minimum of fifty percent (50%) of a regular load and have their retirement and other benefits based on full-time employment. To qualify for this program, the faculty member shall comply with the following:

- 18.2.1 The faculty member must reach the age of 55 prior to the first day of the semester for which the reduced work load is requested.
- 18.2.2 The faculty member must have been employed full-time in the District in a faculty position for at least ten (10) years. The immediately preceding five (5) years must have all been full-time service in the District.
- 18.2.2.1 The faculty member may not have had a break in service during the five years immediately preceding the reduction in workload.
- 18.2.2.2 For purposes of this section, sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service.
- 18.2.3 Effective May 22, 2009, all faculty members who apply for the Early Retirement Program from STRS, shall be eligible to participate in this program for no more than five years. PERS members shall be eligible to participate in this program for no more than five years but no beyond the end of the school year during which the faculty reaches age 70. Once participation in the Early Retirement Program is completed, the faculty member shall retire. The faculty member may elect to retire fully prior to the completion of anticipated participation in this program. The effective date of retirement must occur at the completion of an academic assignment.
- 18.2.3.1 During the first year of the reduction in work load in the early retirement program, the faculty member may submit a written request to return to full-time employment at the beginning of the next academic year. Such a request shall be granted if it is received by the District on or before April 1st of the academic year in which it is submitted.
- 18.2.3.2 The option of part-time employment shall be exercised at the request of the faculty member and can be revoked only with the mutual consent of the faculty member and employer.

The option of participation in said program shall be initiated by the faculty member. A formal written request must be submitted to Human Resources by April 1 of the preceding Academic year. The specific assignment must be mutually agreed upon by the faculty member and employer. The District must inform the member in writing, of action on the request at least thirty (30) days prior to the beginning of the effective semester.

- 18.2.5 The minimum 50% of an annual regular work load may be one semester full-time or two semesters half-time or any variation that will result in completing the minimum of 50% employment within one fiscal year.
- 18.2.6 The faculty member shall receive a salary which is the pro-rata share of the salary the faculty member would have received in full-time employment.
- 18.2.7 The faculty member shall retain all other rights and benefits for which the faculty member and/or the District makes payments that would be required if the faculty member remained in full-time employment.
- 18.2.8 The faculty member and employer agree to submit contributions to the S.T.R.S./P.E.R.S. based on compensation which the faculty member would have earned for full-time service.
- 18.2.9 All leave benefits afforded a faculty member shall be earned by the Early-Retirement Program participant on a pro-rata basis of a full-time workload.
- 18.2.10 During the first year of a faculty member's participation in this program, said faculty member shall be deemed to be on a leave for that portion of the workload that has been reduced. If the faculty member wishes to be re-instated to a full-time position, the faculty member must notify the District in writing of the intent to return no later than April 1 of the year of participation in this program. When a faculty member notifies the District of intent to be reinstated, the District shall do so.
- 18.2.11 Early retirees will have the option of making up days of non-paid absence per year based upon their percentage of load (one day for each 10% of load) by performing additional duties approved by the college.
- 18.2.12 A faculty member whose contract has been reduced under this article shall fulfill the appropriate pro-rata share of other faculty duties that would have been required had the faculty member continued as a full-time faculty member.
- 18.2.13 Faculty in a STRS/PERS Reduced Workload Program may teach an extra/overload assignment above the agreed upon load, The extra/overload assignment is considered an "other assignment" under STRS regulations and reported as such by the District as not to have any impact on the reduced workload assignment.

Although the "other assignment" as noted above is not part of the reduced workload, the faculty member will be paid as if on full time status until they reach a 1.0 workload during the semester. Classes taught above the 1.0 during a full academic year will be considered an

overload assignment and paid in accordance with the appropriate adjunct salary schedule.

18.3 POST-RETIREMENT SPECIAL BENEFIT PROGRAM

The Post-Retirement Program allows retirees to continue to render service to the District for a maximum period of two (2) years under the following conditions after the effective date of retirement.

- 18.3.1 Any full-time academic faculty member of the District desiring to participate in the Post-Retirement Special Benefits program shall make the request in writing to the appropriate Dean at least sixty (60) days prior to the effective date for retirement, which must be at the end of an academic semester. The Dean shall make a recommendation to the President who shall forward the recommendation for action to Human Resources.
- 18.3.2 To be eligible for the Post-Retirement Special Benefit program, a faculty member must meet the following requirements:
 - a. Have completed by the date of retirement a minimum of ten years (10) of full-time, satisfactory service to the District;
 - b. Have attained at least the age of fifty-five (55) by the date of retirement.
- 18.3.3 The post-retirement service shall be within the faculty member's faculty service area as recorded by the District at the time of retirement. Participants shall not have a right to bump full-time faculty.
- 18.3.4 During the regular academic semester's summer and intersession, the faculty member shall be paid at the appropriate pro rata rate from the Adjunct salary schedule. (Appendices D-1, D-2, D-3)
- 18.3.5 While participating in this program, the faculty member shall receive District-paid medical and have the option of purchasing dental and vision coverage.
- 18.3.6 The maximum amount earnable by the retiree shall be subject to adjustment by the S.T.R.S. Board on July 1 of each year.
- 18.3.7 Provided the faculty member's performance is rated "Proficient Performance" or better an employment contract issued under the post retirement provisions shall be renewed for each semester up to the maximum of a two (2) year period.

18.4 BRIDGE PLAN (Availability of Medical Benefits for Eligible Faculty between Retirement and Medicare)

Effective May 22, 2009, the District will include a bridge plan providing fully paid health insurance for the eligible retiring bargaining unit member only, subject to the requirements of the plan and the following:

1. The faculty member must have been employed full-time (including early retirement reduced workload program) in the District in an academic position for at least fifteen (15) consecutive years immediately preceding retirement from the District.
2. The faculty member may not have had a break in service during the fifteen years immediately preceding retirement. For the purposes of this section, sabbaticals, other approved paid leaves of absence, and paid or unpaid legally required and protected medical and family leaves do not constitute a break in service. Other approved unpaid leaves of absences do count as a break in service.
3. The faculty member must have reached the age of 60 prior to the first day of retirement.
4. The bridge plan will cover eligible retirees until age 65 only. (If the legal age of eligibility for receiving Medicare benefits increases beyond 65, the District and the Union agree to reopen this section to meet and negotiate the impact.)

18.5 Retirement Incentive Program (Golden Handshake)

By mutual agreement between the District and AFT, the provisions for a retirement incentive program shall be investigated, and may be developed and offered to eligible faculty. The Retirement Incentive Program must be submitted and approved by the Board of Trustees prior to implementation. Upon implementation of the Retirement Incentive Program, the District must satisfy its obligation to recover costs of the program. Within a five-year period a minimum of 65% of the retired full time faculty positions vacated by the Retirement Incentive Program shall be filled.

In the 2017-18 academic year, the District approved the offering of the STRS Retirement Incentive Program to eligible STRS members with a window period beginning May 25, 2018 and ending August 1, 2018.

ARTICLE 19

EVALUATION OF ADJUNCT FACULTY

19.1 INTRODUCTION

Evaluation procedures in this article apply to adjunct faculty. This article describes a parallel evaluation process to be used for instructional and non-instructional adjunct faculty. For the purpose of evaluation, adjunct faculty shall be divided into three distinct groups: those who have achieved seniority rehire preference (SRP); those involved in the process to achieve seniority rehire preference; and those working less than 33%, the required load to be considered for seniority rehire preference.

The primary goals of the performance evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

19.2 RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS RELATED TO EVALUATIONS AND THE EVALUATION PROCESS

19.2.1 Rights

The rights listed below shall not be construed as the only rights faculty enjoy.

19.2.1.1 Faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

19.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.

19.2.1.3 Faculty shall be assessed using the criteria contained in the evaluation forms and in this article.

19.2.1.4 The evaluation process shall be confidential.

19.2.2 Responsibilities

19.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss the faculty member's evaluation during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

19.2.2.2 The faculty member will provide requested information that is relevant and necessary to his or her evaluation.

19.3 CRITERIA FOR EVALUATION OF ADJUNCT FACULTY

19.3.1 Professional Criteria

- 19.3.1.1 Demonstrates currency and depth of knowledge in assigned areas of responsibility.
- 19.3.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 19.3.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 19.3.1.4 For instructional faculty, demonstrates ability to teach students effectively.
- 19.3.1.5 Utilizes methods and materials appropriate to the subject matter.
- 19.3.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 19.3.1.7 Demonstrates a continuing commitment to professional development
- 19.3.1.8 Meets contractual obligations.
- 19.3.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

19.3.2 Collegial Criteria

- 19.3.2.1 Works cooperatively within the college community with students, staff, faculty and the administration.
- 19.3.2.2 Fosters a professional working environment.
- 19.3.2.3 Demonstrates effective communication skills.
- 19.3.2.4 Demonstrates a respect for differences and the dignity of others.

19.3.3 Organizational Criteria

- 19.3.3.1 Maintains current course syllabi as required by California Education Code and District Policy 6030.4.
- 19.3.3.2 Meets record keeping obligations on time, e.g., grades, rosters, textbook orders and requisitions.
- 19.3.3.3 Maintains office hours in accordance with Article 9.

19.3.3.4 Submits documentation and reports in a timely manner.

19.4 EVALUATION PROCESS

General Provisions: These general provisions apply to all evaluations conducted under this section.

19.4.1 The Evaluation Committee shall consist of the administrator/designee and a peer faculty member. At least one of the Committee members (peer evaluator) shall observe the performance of the adjunct faculty member.

19.4.2 Generally, peer evaluations shall be conducted by a full-time faculty member with expertise in the Faculty Service Areas (FSA). In special circumstances (such as too few available full-time faculty for peer observations) the supervising administrator, in consultation with the Academic Senate, has the discretion to utilize experienced adjunct faculty for the purpose of conducting a peer observation. The peer shall be selected by mutual agreement between the supervising administrator and the adjunct faculty member. In the event that the parties cannot reach mutual agreement, the supervising administrator has the right to assign a peer. However, the faculty member has the right to a one-time request that a different peer be assigned. The supervising administrator shall consider the concerns and suggestions of the adjunct faculty member in making an alternative assignment.

Once a full-time faculty member has agreed to evaluate an adjunct faculty, the dean shall notify the adjunct of the name of the full-time faculty member. The Dean or designee will also inform the adjunct that before the evaluation takes place it is important to read Article 19 with emphasis on 19.4.2.

19.4.3 Observations shall be scheduled in advance with the consent of the faculty member. The faculty member shall be provided with a copy of the completed evaluation form by the administrator in charge.

19.4.4 A peer faculty member conducting an observation in accordance with this section may be designated to conduct observations during the six-hour period which covers the observer's normal contract load. Faculty assigned to conduct observations outside of their six-hour period shall be paid for two hours at the hourly laboratory rate for the observation and for completing the evaluation form.

19.4.5 Student evaluations shall be conducted in accordance with section 19.8 below. The adjunct faculty member shall be provided a written summary of these evaluations by the administrator in charge.

19.4.6 A post evaluation conference shall be held with the adjunct faculty member and the supervising administrator at the conclusion of the evaluation process.

19.4.7 Nothing in this section or this Agreement shall restrict the District's right to observe or evaluate adjunct faculty more frequently where specific performance issues have been identified. A peer evaluation shall be included when a faculty observation form is used.

19.4.8 Evaluations shall be conducted in accordance with these procedures and shall not be conducted in an arbitrary or capricious manner.

19.5 EVALUATING ADJUNCT FACULTY ASSIGNED A 33%/40% OR MORE LOAD

Faculty assigned a load of 33%/40% or more shall be evaluated in accordance with this Article using the following process:

19.5.1 Such faculty shall be evaluated in each of three consecutive semesters.

19.5.2 Each of these three evaluations shall include one observation by a peer. The supervising administrator may conduct and include an additional observation.

19.5.3 Student evaluations will be completed in one class in each of the three semesters

19.6 EVALUATING FACULTY WITH SRP

Once SRP is obtained the faculty member shall be evaluated every sixth semester. Such evaluations shall include:

19.6.1 One observation in the sixth semester shall be conducted by a peer. The supervising administrator may conduct and include an additional observation.

19.6.2 Student evaluations will be conducted for each of the six preceding semesters.

19.6.3 Re-employment preference may be withdrawn if an appraisal of the adjunct faculty member's performance is "unsatisfactory" or if there is discipline or if an investigation of student complaints or surveys substantiates performance problems. An improvement plan may be developed and discussed with adjunct faculty members who receive a "needs improvement or unsatisfactory" evaluation.

19.6.3.1 If an Improvement Plan is developed, it shall be consistent with the criteria included in this article. The Improvement Plan shall include goals, objectives and a timeline for completion with recommendations for corrective actions. The improvement plan shall be developed in consultation with the adjunct faculty member and the Union if requested by the adjunct.

19.6.3.2 The adjunct faculty member who receives an "improvement plan" may be evaluated in one of the following two semester.

19.6.3.3 With successful completion of the improvement plan, the adjunct faculty member shall be removed from the improvement plan and placed back on evaluation cycle every six (6) semesters.

19.7 EVALUATING FACULTY ASSIGNED LESS THAN A 33%/ 40% LOAD

Faculty assigned less than 33%/40% without SRP will be evaluated in the first semester of employment and thereafter every sixth semester of employment. Each evaluation shall include:

19.7.1 One observation in the sixth semester shall be conducted by a peer. The supervising administrator may conduct and include an additional observation.

19.7.2 Student evaluations will be conducted each semester.

19.8 STUDENT EVALUATIONS

19.8.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each course taught by the faculty member has been evaluated by students.

19.8.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

19.8.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the immediate administrator or designee.

19.8.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty peer or designee. The computer-scored part of the student evaluation shall be given to the division dean or appropriate manager, who after tabulating and reviewing the responses, shall return a copy of the results to the faculty member.

19.8.5 During semesters when an official evaluation is not being conducted, written student comments may not be summarized. However, students' written comments shall be provided to the faculty member after final semester grades are posted. As part of the official evaluation of a faculty member, a summary of results from student evaluation forms shall be attached to the Summary Evaluation Report.

19.8.6 Although the central focus of information in this evaluation process shall be faculty input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference.

19.8.7 A "needs improvement" or "does not meet requirements of the assignment" rating of a faculty member shall not be based exclusively on student evaluations.

19.9 EVALUATION FORMS

Following is a list of evaluations forms that have been approved for adjunct faculty evaluations. These forms are located in Appendices E and O of this agreement.

- Contents Page for Adjunct Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSPS)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Adjunct Faculty

19.10 SUMMARY EVALUATION REPORT AND RECOMMENDATIONS

19.10.1 Summary Evaluation Report

Only documented and verified material, which has been discussed with the faculty member by the supervising administrator, may be included in the evaluation summary. Complaints received pursuant to the article on Community Complaints, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

19.10.2 The Summary Evaluation Report Shall Make One of Four Recommendations

19.10.2.1 Distinguished performance exceeds the requirements of the assignment. The evaluation may include notations of exceptional performance.

19.10.2.2 Proficient performance meets the requirements of the assignment. The evaluation may include notations of proficient performance.

19.10.2.3 Needs improvement to meet the requirements of the assignment. The evaluation shall include notations of areas to be improved.

19.10.2.4 Does not meet the requirements of the assignment. The evaluation shall include notations of unsatisfactory performance.

The supervising administrator or designee shall sign the completed Summary Evaluation Report. The original Summary Evaluation Report and any addenda shall constitute one inseparable file, and all components shall be considered in the review by the levels of administration. The Summary Evaluation Report shall be sent to the College President and Hourly Academic Services to be filed in the faculty member's personnel file. The faculty member shall receive a copy of the Summary Evaluation Report and all associated comments and recommendations.

19.11 GRIEVABILITY

While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.

ARTICLE 20

EVALUATION OF TENURE-TRACK CONTRACT FACULTY

20.1 INTRODUCTION

This article describes the four-year evaluation process to be used for tenure-track contract faculty (both instructional and non-instructional). The purpose of the tenure-track contract faculty period is to give faculty members an opportunity to demonstrate that they meet the performance criteria established in this article. During this period, a review of the tenure-track contract faculty member's performance is conducted and a recommendation to grant tenure is made to the Board of Trustees. The process is intended to be fair and objective.

The primary goals of the evaluation process are to communicate with the tenure-track contract faculty member about the member's performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process shall consist of:

- A Tenure Review Committee (TRC) in which input by faculty shall play a central role
- A pre-evaluation conference
- A Growth and Development plan
- Observations of performance
- Student Evaluations
- Progress review conference(s)
- Improvement Plan, when applicable
- Summary Evaluation Report and recommendation prepared by the TRC
- Post evaluation conference
- Self-evaluation

The tenure review process shall be explained at a district orientation of new faculty at which representatives of the AFT 6157 and the District Human Resources department shall be present.

20.2 COMPOSITION OF THE TENURE REVIEW COMMITTEE (TRC) FOR TENURE-TRACK CONTRACT FACULTY

20.2.1 Composition of the Committee

The Tenure Review Committee (TRC) shall be constituted as follows: the immediate administrator/designee of the tenure-track contract faculty member and two tenured faculty.

20.2.2 Selection of Committee Members

At the beginning of the tenure-track contract faculty member's first semester, one faculty member shall be selected from the appropriate subject area, discipline or program by the immediate administrator/designee. The tenure-track contract faculty member shall select the second faculty member, no later than the end of the eighth week of the first semester of the first year. Both tenured faculty members must be approved by the Academic Senate. If the

tenure-track contract faculty member does not select a faculty member, the evaluation process shall proceed.

20.2.3 Length of Service for Committee Members

All members of the TRC shall serve until a recommendation for or against tenure is made. If a member of the TRC must resign from the committee, including leave of absence, resignation or retirement, the TRC member shall notify the TRC chair and the tenure-track contract faculty member in writing. Selection of replacements shall follow the same procedures specified in paragraph 20.2.2 of this section. An Administrator taking another administrative position within the District shall complete all evaluations for tenure-track contract faculty who are currently in the process of third and fourth year evaluations unless otherwise agreed to by both the AFT 6157 and the District. For faculty in their first or second year, the original administrator shall serve only until a new non-interim Administrator is appointed unless otherwise agreed to by both the AFT 6157 and the District.

20.2.4 Training of Committee Members

Members of the TRC who have not previously completed a training session shall complete a training session, which explains their responsibilities and the tenure review process and which shall be conducted by Human Resources or designee and AFT 6157.

20.3 **FACULTY MENTORS**

During the first year of employment with the District, a tenured faculty member from the discipline (if possible) or from the division shall be appointed by the immediate administrator as a mentor to the new tenure-track contract faculty member.

The mentor shall be available for assistance, discussions and support related to successful performance of the new tenure-track contract faculty member's assignment. When selecting a mentor, the administrator shall consider qualified candidates' principles of fairness, diversity, and a desire to commit time and effort to the new tenure-track contract faculty member.

Upon mutual agreement by the new tenure-track contract faculty member and the immediate supervisor, the mentor may be removed from his or her role. A new mentor may be assigned for the remainder of the year using the above process.

In instances where other faculty members are not available, the mentor also may serve as a peer member of the TRC.

20.4 **RIGHTS AND RESPONSIBILITIES OF TENURE-TRACK CONTRACT FACULTY MEMBERS**

20.4.1 Rights

20.4.1.1 Tenure-track contract faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

20.4.1.2 All evaluation results shall be in writing and a copy shall be provided to the tenure-track contract faculty.

20.4.1.3 Tenure-track contract faculty have the right to expect members of the TRC to adhere to guidelines stipulated in this article and to expect that they will strive to maintain objectivity and ensure that the evaluation process is in agreement with principles of academic freedom.

20.4.1.4 The evaluation process shall be confidential.

20.4.2 Responsibilities

20.4.2.1 The tenure-track contract faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the TRC during normal business hours. These meetings shall not conflict with the tenure-track contract faculty member's assigned schedule.

20.4.2.2 The tenure-track contract faculty member is required to provide any relevant information requested by the TRC.

20.4.2.3 The tenure-track contract faculty member will cooperate with the TRC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

20.4.2.4 All tenure-track contract faculty members are required to complete a self-evaluation related to the professional, collegial and organizational criteria contained in this article. The self-evaluation shall be included as part of the portfolio.

20.5 RESPONSIBILITIES OF THE TENURE REVIEW COMMITTEE

20.5.1 Responsibilities of TRC Members

20.5.1.1 In accordance with this article, members of a TRC shall serve until a recommendation for or against tenure is made.

20.5.1.2 Members of the TRC shall elect a chair.

20.5.1.3 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.

20.5.1.4 Members shall provide feedback and communicate evaluation results.

20.5.1.5 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.

- 20.5.1.6 Members shall evaluate the tenure-track contract faculty member's professional characteristics and ability to perform instructional and/or non-instructional functions by using the approved evaluation criteria based on the evaluation forms, the Growth and Development plan and the job description.
- 20.5.1.7 Members shall recognize the tenure-track contract faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 20.5.1.8 Members shall respect the confidentiality of the process.
- 20.5.1.9 Members shall treat the tenure-track contract faculty member being evaluated with fairness, civility, and respect.
- 20.5.1.10 Members who believe they cannot objectively and fairly evaluate the tenure-track contract faculty member shall disqualify themselves and resign from the evaluation committee in writing.
- 20.5.2 Responsibilities of the TRC Chair
The TRC chair will be responsible to:
 - 20.5.2.1 Convene the TRC at least three (3) times during each of the first three years and at least three (3) times during the first semester of the fourth year.
 - 20.5.2.2 Coordinate student evaluations, faculty observations and administrator observations in conjunction with the tenure-track contract faculty.
 - 20.5.2.3 Adhere as closely as possible to the specified timelines of the evaluation process.
 - 20.5.2.4 Ensure that the committee determines whether other duties related to the tenure-track contract faculty member's assignment should be addressed and evaluated.
 - 20.5.2.5 Ensure that committee members and the tenure-track contract faculty member have appropriate forms, including a copy of the job description used to hire the tenure-track contract faculty member.
 - 20.5.2.6 Recommend to the TRC, the removal of any TRC member who is unable to meet any of the committee member's responsibilities as delineated in section 20.5.1 of this article.
 - 20.5.2.7 Write the Contents Page and the Summary Evaluation Report.
 - 20.5.2.8 Assemble an evaluation portfolio for the tenure-track contract faculty member.
 - 20.5.2.9 Coordinate additional meetings if an improvement plan is recommended.
- 20.5.3 Responsibility of the Administrator on the TRC: If a member of the TRC is violating the

rights and responsibilities delineated in articles 20.4.1.3 and 20.5.1 that TRC member shall be required by the administrative member of the TRC to immediately resign from the committee. This decision may be appealed by the removed TRC member, the tenure-track contract faculty or the AFT 6157 to the Associate Vice Chancellor of Human Resources.

20.6 CRITERIA FOR EVALUATION OF TENURE-TRACK CONTRACT FACULTY

20.6.1 Professional Criteria

- 20.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 20.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 20.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 20.6.1.4 Demonstrates the ability to teach students effectively (instructional faculty).
- 20.6.1.5 Uses methods and materials appropriate to the subject matter.
- 20.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 20.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as; participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 20.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 20.6.1.9 Meets all professional responsibilities.
- 20.6.1.10 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

20.6.2 Collegial Criteria

- 20.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 20.6.2.2 Fosters a professional working environment.

20.6.2.3 Demonstrates effective communication skills.

20.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

20.6.3 Organizational Criteria

20.6.3.1 Maintains and provides a current course syllabus as required by California Education Code and District Policy 6030.4.

20.6.3.2 Attends and participates in department, division and college meetings, within the work week but not in conflict with the member's primary assignment.

20.6.3.3 Meets record keeping obligations on time, e.g., grades, census reports, rosters, textbook orders, and requisitions.

20.6.3.4 Submits and maintains appropriate office hours.

20.6.4 Approved Forms for the Tenure Review Evaluation Process

Evaluation forms are subject to the collective bargaining process. The following forms have been approved in negotiations. These forms are located in Appendices F and O of this agreement.

- Contents Page for Tenure-track contract Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes All Special Program Counselors)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Tenure-track contract Faculty

20.7 TIMELINES OF THE TENURE REVIEW PROCESS

The elected chair of the TRC shall schedule the pre-evaluation conference, progress review conference, and a post-evaluation conference at mutually agreeable times.

20.7.1 Orientation

An orientation conducted by Human Resources and the AFT 6157 must be conducted no later than the third week of the tenure-track contract faculty member's first semester. The evaluation of a tenure-track contract faculty member shall proceed regardless of attendance at orientation.

20.7.2 Years One, Two, and Three

20.7.2.1 Pre-Evaluation Conferences

These conferences are to be convened by the end of the ninth week of the tenure-track contract faculty member's first semester, and by the end of the fifth week of the tenure-track contract faculty member's third and fifth semesters.

20.7.2.2 Progress Review Conferences

These conference are to be convened by the end of the fourteenth week of the tenure-track contract faculty member's first, third and fifth semesters.

20.7.2.3 Post Evaluation Conferences

These conferences are to be convened prior to the end of the fourth week of the tenure-track contract faculty member's second, fourth and sixth semesters.

20.7.3 Year Four

Timing is critical in the fourth year, and all conferences shall be completed within the seventh semester.

20.7.3.1 Pre-Evaluation Conference

This conference is to be convened by the end of the third week of the tenure-track contract faculty member's seventh semester.

20.7.3.2 Progress Review Conference

This conference may be convened by the end of week nine of the tenure-track contract faculty member's seventh semester and is optional, at the discretion of the TRC.

20.7.3.3 Post Evaluation Conference

This conference is to be convened by end of the twelfth week of the tenure-track contract faculty member's seventh semester.

20.8 ACTIVITIES OF THE TRC

20.8.1 Conferences

Three types of conferences are convened as part of the tenure review process. The activities of each conference are described below.

20.8.1.1 Pre-Evaluation Conferences

1. Explain/review the evaluation process and forms.
2. Explain/review/update the Growth and Development Plan.
3. If applicable, review/discuss the previous Summary Evaluation Report.
4. Schedule dates for observations and the administration of student evaluations and distribute evaluation forms.

20.8.1.2 Progress Review Conferences

1. Review information from the observations.
2. Review and modify the Growth and Development Plan.
3. Review self-evaluation. If applicable, review/discuss the previous student evaluations.
4. Review performance related to all applicable professional obligations as per evaluation criteria.
5. Review/discuss the summary of student evaluations.
6. Develop/review/discuss the Improvement Plan when applicable. (See article 20.11.)

20.8.1.3 Post Evaluation Conferences

1. Review and finalize the Growth and Development Plan.
2. Present and review the Summary Evaluation Report, and the Summary of Student Evaluations.
3. Sign the Summary Evaluation Report.
4. Notify the tenure-track contract faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

20.8.2 Growth and Development Plan

Tenure-track contract faculty will design a Growth and Development Plan (Appendix P), which includes the following:

- 20.8.2.1 A description of how the faculty member plans to demonstrate growth and development in performing instructional responsibilities.
- 20.8.2.2 A description of how the faculty member plans to maintain/strengthen/build student-faculty relationships that are conducive to learning.
- 20.8.2.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Article 12.5.
- 20.8.2.4 A list of activities and accomplishments related to the tenure-track contract faculty member's professional, instructional, non-instructional, organizational,

collegial development, and professional responsibilities.

- 20.8.2.5 A plan for future activities/goals in based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc.)

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

20.8.3 Student Evaluations

- 20.8.3.1 Although the central focus of the evaluation process shall be the TRC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conferences. During the tenure-track contract faculty member's first, third, fifth and seventh semesters, student evaluations shall be completed for each of the tenure-track contract faculty member's course sections.

During alternate semesters (second, fourth and sixth), at least one course section must be evaluated by the students. Student evaluations shall be given between the Pre-evaluation and the Progress Review Conferences.

- 20.8.3.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.
- 20.8.3.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.
- 20.8.3.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.
- 20.8.3.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the TRC chair for discussion with the tenure-track contract faculty member during the Progress Review Conference.
- 20.8.3.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the tenure-track contract faculty

member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the tenure-track contract faculty member after final grades are posted, if requested.

20.8.4 TRC Observations

Each member of the TRC will make at least one classroom or site observation in each year of the tenure process. The TRC shall coordinate their observations so that each member observes different courses or different sessions of the same course. Observations shall be scheduled in advance with the consent of the tenure-track contract faculty member. Prior to the observation, the tenure-track contract instructional faculty member shall provide a course syllabus, and may provide a lesson plan.

Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

20.8.5 Summary Evaluation Report

The TRC Chair shall draft the Summary Evaluation Report based on classroom/site observations, administrator and student evaluations, job description and the tenure-track contract faculty member's Growth and Development Plan.

20.8.5.1 The report shall then be finalized and signed by the TRC and the tenure-track contract faculty member. In the event that a member of the TRC refuses to sign the report such refusal shall be noted and the report shall proceed forward.

20.8.5.2 Where appropriate, the TRC shall make specific recommendations to remedy any problems identified. The tenure-track contract faculty member's Growth and Development Plan shall then be revised to include these recommendations.

20.8.5.3 The Summary Evaluation Report shall make one of four recommendations:

1. Distinguished performance - exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
2. Proficient performance - meets the requirements of the assignment. The evaluation may include notations of exceptional performance.
3. Needs improvement – does not fully meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.11.
4. Does not meet the requirements of assignment - The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.11.

20.8.5.4 A “needs improvement” or “does not meet requirements of assignment” recommendation of a tenure-track contract faculty member shall not be based

exclusively on student evaluations.

20.8.6 Optional Written Response to the Summary Evaluation Report

The tenure-track contract faculty member shall be provided the opportunity to include a written response. The time period for a written response shall be two (2) calendar weeks. The written response shall be considered part of the final portfolio.

20.8.7 Self-evaluation

The tenure-track contract faculty member shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

20.8.8 Portfolio Components and Assembly

20.8.8.1 The portfolio shall include the following, all of which shall be considered in the review by the President/designee:

- Job Description
- Growth and Development Plan
- Faculty Observations
- Administrator's Evaluation of Faculty
- Student Evaluation Summary
- Self-evaluation
- Sample of course syllabi (green sheets)
- Contents Page for Tenure-track contract Faculty Evaluation
- Summary Evaluation Report
- Optional Written Response to the Summary Evaluation Report (See 20.8.6)
- Improvement Plan if applicable

20.8.8.2 A copy of the entire portfolio shall be provided to the tenure-track contract faculty member and the President or designee and the original shall be placed in the tenure-track contract faculty member's official personnel file. Only documented and verified material that has been discussed during the conferences by the TRC may be included in the faculty member's portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out the faculty member's regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

20.9 SUBMISSION OF RECOMMENDATION

20.9.1 Submission of Portfolio and Recommendation to College President/Designee

20.9.1.1 The TRC shall make its recommendation for or against tenure to the President or designee no later than the end of the seventh semester of employment.

20.9.1.2 If the TRC and President/designee agree on recommendation for tenure, the President/designee must submit the recommendation to the Board of Trustees no later than February 15 of the eighth semester, or October 15 of the eighth semester, as applicable.

20.9.1.3 If the recommendation of the President/designee differs from that of the TRC, the President shall meet with the TRC to discuss the areas of disagreement prior to forwarding a recommendation and any written response from the tenure-track contract faculty member.

20.9.1.4 If after meeting with the TRC, the President or designee still does not concur with the recommendation of the TRC, the President or designee shall meet with the tenure-track contract faculty member to discuss the President or designee's recommendation.

In this case, the tenure-track contract faculty member will be provided the opportunity to include a written response with the evaluation portfolio and recommendation.

20.9.2 Submission of Portfolio and Recommendation to Chancellor/Designee

20.9.2.1 The President shall forward the recommendations, portfolio and responses to the Chancellor whenever the recommendation of the President/designee is different from the TRC recommendation or whenever the recommendation is not to grant tenure.

20.9.2.2 The Chancellor must include the recommendations, portfolio and responses to the Board of Trustees no later than February 15 of the eighth semester or October 15 of the eighth semester, as applicable.

20.10 BOARD OF TRUSTEES ACTION

20.10.1 Board of Trustees Options at Completion of First Contract

If a tenure-track contract faculty member is working under his or her first contract, the Board of Trustees at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following alternatives:

- 1) Not enter into a contract for the following academic year; or
- 2) Enter into a contract for the following academic year; or
- 3) Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant tenure). (Ed. Code, § 87608)

20.10.2 Board of Trustees Options at Completion of Second Contract

If a tenure-track contract faculty member is working under his or her second contract, the Board of Trustees, at its discretion and not subject to judicial review except as provided in Education Code sections 87610.1 and 87611, shall elect one of the following alternatives:

- 1) Not enter into a contract for the following academic year; or
- 2) Enter into a contract for the following two academic years; or
- 3) Employ the contract faculty member as a tenured faculty member for all subsequent academic years (grant tenure). (Ed. Code, § 87608.5)

20.10.3 Board of Trustees Options at Completion of Third Contract

If a tenure-track contract faculty member is employed under his or her third consecutive contract entered into pursuant to Education Code section 87608.5, the Board of Trustees shall elect one of the following alternatives:

- 1) Employ the faculty member as a tenured faculty member for all subsequent academic years; or
- 2) Not employ the faculty member as a tenured faculty member. (Ed. Code, § 87609)

20.10.4 Once tenure is granted by the Board of Trustees, the evaluation procedures contained in Article 21 shall apply.

20.11 FINDING OF “NEEDS IMPROVEMENT” OR “DOES NOT MEET REQUIREMENTS OF ASSIGNMENT”

20.11.1 Notification to AFT 6157 and Associate Vice Chancellor of Human Resources

As soon as the “Does not meet the requirements of the assignment” status is assigned the President /designee shall notify the Associate Vice Chancellor of Human Resources that the tenure-track contract faculty member has been placed on a “Does not meet the requirements of the assignment” status. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the tenure-track contract faculty member or the District, the grievance officer or designee shall serve as an observer.

20.11.2 Improvement Plan

20.11.2.1 If at any time during the tenure review process the tenure-track faculty member’s performance is identified as “needs improvement” or “does not meet the requirements of the assignment,” the immediate administrator in consultation with the TRC members shall develop a written Improvement Plan. This Improvement Plan does not extend the tenure period.

20.11.2.2 If an Improvement Plan is required, it shall be consistent with the criteria included in this article. The Improvement Plan shall include goals, objectives

and a timeline for completion with recommendations for corrective actions.

20.11.2.3 The TRC shall determine a time frame for ongoing evaluations of the areas identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the tenure-track contract faculty member has achieved the stated goals and objectives of the Improvement Plan.

20.11.2.4 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

1. Course Planning

The tenure-track contract faculty member may be required to prepare and submit to the TRC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

2. Observations

Within two semesters, each member of the TRC must observe at least one section. If the tenure-track contract faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

3. Student Evaluations

Additional instructional and/or non-instructional student evaluations may be conducted. Such student evaluations may include students who were enrolled but dropped or withdrew.

20.11.3 Progress Conference for "Needs Improvement" or "Does Not Meet the Requirements of Assignment" Status

20.11.3.1 The TRC shall review the written Improvement Plan, the evaluation observations, and other relevant information to ensure compliance with the plan.

20.11.3.2 A Progress Conference of the TRC and the tenure-track contract faculty member shall be scheduled. At the end of the conference, the immediate administrator in consultation with the TRC shall specify in writing the progress made to date by the tenure-track contract faculty member and the continued performance necessary to correct noted areas for improvement.

20.11.4 Improvement Plan Outcomes

Upon completion of the Improvement Plan, the tenure-track contract faculty member shall submit a report to the TRC outlining the steps taken to comply with the Improvement Plan. The immediate administrator in consultation with the TRC shall develop a report

stating whether the tenure-track contract faculty member has met the goals and objectives of the Improvement Plan or not.

20.11.5 Improvement Plan Recommendations

At the conclusion of the Improvement Plan evaluation there are three possible outcomes.

20.11.5.1 Meets the Conditions of the Improvement Plan

If the tenure-track contract faculty member achieves the stated goals of the Improvement Plan, the TRC shall meet with the tenure-track contract faculty member to review the member's progress and to inform the faculty member that an Improvement Plan is no longer necessary. This decision shall be put in writing and attached to the Summary Evaluation Report.

20.11.5.2 More Time Required to Meet the Conditions of the Improvement Plan.

This recommendation means the Improvement Plan shall continue and the faculty member shall be required to continue to work on the specific areas of concern identified in the Improvement Plan. A tenure-track contract faculty member can remain in this status for no more than four (4) semesters.

20.11.5.3 Does Not Meet the Requirements of the Assignment

1. If the tenure-track contract faculty member's performance demonstrates that insufficient progress has been made, the TRC shall report to the College President or designee their recommendation that the tenure-track contract faculty member not be offered continued employment.
2. The tenure-track contract faculty member shall be allowed to respond in writing to the recommendations of the TRC, and that written response shall be included in the recommendations as they are forwarded to the appropriate levels of administration.

ARTICLE 21

EVALUATION OF GRANT-FUNDED NON TENURED CATEGORICAL FACULTY

(Please note that faculty within EOP&S and DSP/S [also classified as grant funded categorical] achieve tenure status and all rights consistent with the terms of this Agreement and shall be evaluated according to Articles 20 and 22).

21.1 INTRODUCTION

This Article describes the evaluation process to be used for grant-funded, non-tenured categorical faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The evaluation of grant-funded non-tenured categorical faculty will utilize the process and forms contained in this Article, provided that such faculty shall be evaluated at least annually during the first four years of employment. This evaluation process in no way confers tenure rights on grant-funded categorical positions.

The primary goals of the evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

After the annual evaluation process in the first four years, grant-funded non-tenure categorical faculty members shall be evaluated according to the provisions of this article once every three (3) years.

21.2 RIGHTS AND RESPONSIBILITIES OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY MEMBERS

21.2.1 Rights

- 21.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.
- 21.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.
- 21.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.
- 21.2.1.4 The evaluation process shall be confidential.

21.2.2 Responsibilities

21.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

21.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.

21.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

21.2.2.4 Self-evaluation

All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

21.3 COMPOSITION OF EVALUATION COMMITTEE (EC) FOR GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY

21.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one currently tenured full-time faculty member (peer evaluator). The tenured faculty shall select the peer evaluator for the (EC). The EC peer evaluator must be approved by the Academic Senate.

21.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the aft 6157 and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

21.4 COMMITTEE MEMBERS' RESPONSIBILITIES

21.4.1 The administrator or designee shall serve as chair.

21.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.

21.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated

information.

21.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.

21.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.

21.4.6 Members shall respect the confidentiality of the process.

21.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.

21.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

21.5 CHAIR'S RESPONSIBILITIES

The chair will be responsible to

21.5.1 Convene the EC every year in the first four (4) years and at least two (2) times every third year at mutually agreeable times.

21.5.2 Coordinate student evaluations and faculty and administrator observations.

21.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.

21.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.

21.5.5 Ensure that committee members and the faculty member have appropriate forms.

21.5.6 Write the Contents Page and Summary Evaluation Report.

21.5.7 Communicate evaluation results to the faculty member.

21.5.8 Assemble an evaluation portfolio for the faculty member.

21.5.9 Coordinate additional meetings if an improvement plan is recommended.

21.6 CRITERIA FOR EVALUATION OF GRANT-FUNDED NON-TENURED CATEGORICAL FACULTY

21.6.1 Professional Criteria

21.6.1.1 Demonstrates currency and depth of knowledge in assigned area of

responsibility.

- 21.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 21.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 21.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 21.6.1.5 Uses methods and materials appropriate to the subject matter.
- 21.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 21.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or organizations, etc.
- 21.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.
- 21.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

21.6.2 Collegial Criteria

- 21.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.
- 21.6.2.2 Fosters a professional working environment.
- 21.6.2.3 Demonstrates effective communication skills.
- 21.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

21.6.3 Organizational Criteria

- 21.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.
- 21.6.3.2 Attends and participates in department, division and college meetings, within the

work week, but not in conflict with the member's primary assignment.

21.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.

21.6.3.4 Submits and maintains appropriate office hours.

21.7 COMPONENTS OF THE EVALUATION PROCESS

21.7.1 Forms

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendices G and O of this agreement.

- Contents Page for Grant-Funded Non Tenured Categorical Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSP/S)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Grant-Funded Non-Tenured Categorical Faculty

21.7.2 Conferences

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

21.7.2.1 Pre-evaluation conference

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student evaluations dates and distribute forms.

21.7.2.2 Progress Review Conference(s) (Optional)

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development

Plan.

3. Discuss Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student evaluations.

21.7.2.3 Post Evaluation Conference

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

21.7.3 Growth and Development Plan

Faculty will design a Growth and Development Plan (Appendix P), which may include the following:

- 21.7.3.1 A description of how the faculty member plans to demonstrate growth and development in performing instructional responsibilities.
- 21.7.3.2 A description of how the faculty member plans to maintain/strengthen/build student-faculty relationships that are conducive to learning.
- 21.7.3.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Article 12.5.
- 21.7.3.4 A list of activities and accomplishments related to the faculty member's professional, organizational, collegial development, and professional responsibilities.
- 21.7.3.5 A plan for future activities based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc).

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

21.7.4 Self-evaluation

The non-tenured faculty member shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

21.7.5 Observations

- 21.7.5.1 Each member of the EC will make one classroom or site observation during their evaluation period. The EC shall coordinate their observations so that each

member observes different courses or different sessions of the same course.

- 21.7.5.2 Observations shall be scheduled in advance with the consent of the faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

21.7.6 Student Evaluations

Although the central focus of the evaluation process shall be the EC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conference.

- 21.7.6.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each of the courses taught by the faculty member has been evaluated by students.
- 21.7.6.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.
- 21.7.6.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.
- 21.7.6.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.
- 21.7.6.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.
- 21.7.6.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the faculty member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

21.7.7 Summary Evaluation Report

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student evaluations, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The faculty member's Growth and Development Plan shall then be revised to include these recommendations.

21.7.7.1 The faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.

21.7.7.2 The Summary Evaluation Report shall include one of four recommendations:

1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.
3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 21.8.
4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 21.8.

21.7.7.3 A "needs improvement" recommendation or "does not meet requirements of assignment" rating of a faculty member shall not be based exclusively on student evaluations.

21.7.7.4 Finding of "does not meet requirements of assignment."

1. As soon as the "does not meet the requirements of the assignment" status is assigned, the President shall notify the Associate Vice Chancellor of Human Resources that the faculty member has been placed on a "does not meet the requirements of the assignment" status.
2. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

21.7.8 Final Report

The report shall then be finalized and signed by the EC and the faculty member.

21.7.9 Portfolio

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Evaluation Summary
- Self-Evaluation
- Summary Evaluation Report for Grant-funded Non-Tenured Categorical Faculty
- Contents Page for Grant-Funded Non-Tenured Categorical Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the faculty and the President or designee and shall be placed in the faculty member's official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member's portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

21.8 WORK IMPROVEMENT PLANS

When areas have been designated by the EC as needing improvement, the faculty member and the EC shall develop a written plan for improving performance.

21.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

21.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

21.8.2.1 Course Planning

The faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

21.8.2.2 Observations

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

21.8.2.3 Student Evaluations

Student evaluations may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference. If the faculty member's FSA is non-instructional, other appropriate evaluations will be conducted.

- 21.8.3 Progress Conference for "needs improvement" or "does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the faculty member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

21.8.4 Outcomes of the Improvement Plan

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

21.8.4.1 Meets the conditions of the Improvement Plan

Once this outcome is reached the evaluation portion of the process is completed.

21.8.4.2 More time required to meet the conditions of the Improvement Plan

This outcome means the evaluation period will continue on specific areas of concern identified by the EC.

21.8.4.3 Does not meet the requirements of the assignment

If, at the end of one year of "does not meet the requirements of the assignment" status, the faculty member's performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

ARTICLE 22

EVALUATION OF TENURED FACULTY

22.1 INTRODUCTION

This Article describes the evaluation process to be used for tenured faculty (both instructional and non-instructional). The process is intended to be proactive and to ensure that tenured faculty members are fairly and objectively evaluated by the established criteria set forth in this article.

The primary goals of the evaluation process are to communicate with the tenured faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance.

Tenured faculty members shall be evaluated according to the provisions of this article once every three (3) years.

22.2 RIGHTS AND RESPONSIBILITIES OF TENURED FACULTY MEMBERS

22.2.1 Rights

- 22.2.1.1 Faculty shall be fully informed in advance of the procedures and the criteria upon which evaluations are conducted.
- 22.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the tenured faculty member.
- 22.2.1.3 The faculty member has the right to an objective evaluation based on the criteria and forms set forth in this article and on the principles of academic freedom.
- 22.2.1.4 The evaluation process shall be confidential.

22.2.2 Responsibilities

- 22.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss his or her evaluation with the Evaluation Committee (EC) during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.
- 22.2.2.2 The faculty member will provide requested information that is relevant and necessary to the evaluation.
- 22.2.2.3 The faculty member will cooperate with the EC in creating and implementing an Improvement Plan if the evaluation is deemed "needs improvement" or "does not meet requirements of assignment."

- 22.2.2.4 Self-evaluation: All faculty members are required to complete a self-evaluation. The self-evaluation shall be included as part of the evaluation portfolio. The self-evaluation will address teaching experience, student success, curriculum development and other related topics.

22.3 COMPOSITION OF EVALUATION COMMITTEE (EC) FOR TENURED FACULTY

- 22.3.1 The evaluation process shall consist of an Evaluation Committee (EC) in which input by faculty shall play a central role. The Evaluation Committee shall be constituted as follows: the immediate administrator or designee who has professional competency in the field or discipline of the faculty member, and one currently tenured full-time faculty member (peer evaluator). The tenured faculty shall select the peer evaluator for the (EC). The EC peer evaluator must be approved by the Academic Senate.
- 22.3.2 If the EC faculty member must resign from the committee, including leave of absence, resignation or retirement, the faculty member shall notify the administrator and the tenured faculty member in writing. The faculty member shall select a new member for the committee. An administrator taking another administrative position within the District shall complete all evaluations currently in process, unless otherwise agreed to by both the aft 6157 and the District. If the immediate administrator or designee must resign from the committee, including leave of absence, resignation or retirement, a replacement shall be selected by the President.

22.4 COMMITTEE MEMBERS' RESPONSIBILITIES

- 22.4.1 The administrator or designee shall serve as chair.
- 22.4.2 Members shall read all materials and follow guidelines and make a reasonable effort to meet timelines.
- 22.4.3 Members shall be objective. Judgments shall not be based on hearsay or unsubstantiated information.
- 22.4.4 Members shall evaluate the faculty member's professional characteristics and ability to perform instructional and non-instructional functions by using the approved evaluation forms.
- 22.4.5 Members shall recognize that the faculty member being evaluated may have a different, yet effective teaching style and philosophy of education.
- 22.4.6 Members shall respect the confidentiality of the process.
- 22.4.7 Members shall treat the faculty member being evaluated with fairness, civility, and respect.
- 22.4.8 Members who believe they cannot objectively and fairly evaluate the faculty member shall in writing disqualify themselves and resign from the evaluation committee.

22.5 CHAIR'S RESPONSIBILITIES

The chair will be responsible to:

- 22.5.1 Convene the EC at least two (2) times every third year at mutually agreeable times.
- 22.5.2 Coordinate student evaluations and faculty and administrator observations.
- 22.5.3 Adhere as closely as possible to the specified timelines for the evaluation process.
- 22.5.4 Ensure that the committee determines whether other duties related to the faculty member's assignment should be addressed and evaluated.
- 22.5.5 Ensure that committee members and the tenured faculty member have appropriate forms.
- 22.5.6 Write the Contents Page and Summary Evaluation Report.
- 22.5.7 Communicate evaluation results to the tenured faculty member.
- 22.5.8 Assemble an evaluation portfolio for the tenured faculty member.
- 22.5.9 Coordinate additional meetings if an improvement plan is recommended.

22.6 CRITERIA FOR EVALUATION OF TENURED FACULTY

22.6.1 Professional Criteria

- 22.6.1.1 Demonstrates currency and depth of knowledge in assigned area of responsibility.
- 22.6.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 22.6.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 22.6.1.4 Demonstrate the ability to teach students effectively. (Instructional Faculty).
- 22.6.1.5 Uses methods and materials appropriate to the subject matter.
- 22.6.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 22.6.1.7 Demonstrates a continuing commitment to professional development including but not limited to activities such as: participation in professional conferences, workshops, seminars, membership in professional organizations, research projects, publishing academic work, participation in statewide committees or

organizations, etc.

22.6.1.8 Participates in faculty responsibilities such as: course and curriculum development, committees, research and special projects as needed in the discipline/department or district.

22.6.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

22.6.2 Collegial Criteria

22.6.2.1 Works cooperatively within the college community with students, staff, faculty and administrators.

22.6.2.2 Fosters a professional working environment.

22.6.2.3 Demonstrates effective communication skills.

22.6.2.4 Demonstrates sensitivity to diversity, a respect for differences and the dignity of others.

22.6.3 Organizational Criteria

22.6.3.1 Maintains and provides current course syllabi as required by California Education Code and District Policy 6030.4.

22.6.3.2 Attends and participates in department, division and college meetings, within the work week, but not in conflict with the member's primary assignment.

22.6.3.3 Meets record keeping obligations on time, e.g. grades, census reports, rosters, textbook orders and requisitions.

22.6.3.4 Submits and maintains appropriate office hours.

22.7 COMPONENTS OF THE EVALUATION PROCESS

22.7.1 Forms

The following forms have been approved in negotiations and are to be used in the evaluation process. These forms may be modified through the collective bargaining process. These forms are located in Appendices H and N of this agreement.

- Contents Page for Tenured Faculty Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSPS)
- Student Evaluation Form for Librarian

- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Tenured Faculty

22.7.2 Conferences

The immediate administrator or designee shall schedule a pre-evaluation conference, progress review conference if needed, and a post-evaluation conference at mutually agreed-upon times.

22.7.2.1 Pre-evaluation conference

1. Explain the evaluation process.
2. Review and modify the Growth and Development Plan.
3. Schedule observation and administration of student evaluations dates and distribute forms.

22.7.2.2 Progress Review Conference(s) (Optional)

1. Discuss the observation(s) of performance.
2. Review progress toward completion of the revised Growth and Development Plan.
3. Discuss Self-Evaluation.
4. Discuss the goals and objectives of the improvement plan, if applicable.
5. Review/discuss the summary of student evaluations.

22.7.2.3 Post Evaluation Conference

1. Review and finalize the Growth and Development Plan, which will be used to begin the next evaluation process.
2. Review and complete the Summary Evaluation Report.
3. Notify the faculty member that he/she has two (2) calendar weeks in which to provide any written response to the Summary Evaluation Report.

22.7.3 Growth and Development Plan

Tenured faculty will design a Growth and Development Plan (Appendix P), which includes the following:

22.7.3.1 A description of how the faculty member plans to demonstrate growth and development in performing instructional responsibilities.

22.7.3.2 A description of how the faculty member plans to maintain/strengthen/build

student-faculty relationships that are conducive to learning.

- 22.7.3.3 A description of how the faculty member plans to participate in professional responsibilities as identified in Article 12.5.
- 22.7.3.4 A list of activities and accomplishments related to the tenured faculty member's professional, organizational, collegial development, and professional responsibilities.
- 22.7.3.5 A plan for future activities based on the individual faculty member's perspective on growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc)

It is expected that the post evaluation conference should include an updated Growth and Development Plan and be considered for future evaluation purposes.

22.7.4 Observations

- 22.7.4.1 Each member of the EC will make one classroom or site observation during their evaluation period. The EC shall coordinate their observations so that each member observes different courses or different sessions of the same course.
- 22.7.4.2 Observations shall be scheduled in advance with the consent of the tenured faculty member. Observations shall be completed prior to the Progress Review Conference. Committee members who are observing teaching and service performance shall recognize and support a diversity of effective styles and methods of instruction and service delivery.

22.7.5 Student Evaluations

Although the central focus of the evaluation process shall be the EC input, information from student evaluations may provide a worthy basis for discussion during the evaluation conference.

- 22.7.5.1 Student evaluations shall be administered in at least one class or service area each semester. For instructional faculty, the course being evaluated shall be different each semester until each of the courses taught by the faculty member has been evaluated by students.
- 22.7.5.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

- 22.7.5.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the administrator or designee.
- 22.7.5.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty member or designee.
- 22.7.5.5 Both the computer scored and written portions of the Student Evaluation Forms shall be given to the appropriate administrator for tabulation and transcription. A copy of the results shall be given to the EC Chair for discussion with the faculty member during the Progress Review Conference.
- 22.7.5.6 The tabulated results from the Student Evaluation Forms and the transcription of the written comments shall be included in the faculty member's portfolio. The original written comments of the Student Evaluation Form shall be retained by the administrator and a copy shall be returned to the faculty member after final grades are posted, if requested

22.7.6 Summary Evaluation Report

A Summary Evaluation Report shall be written by the EC at the conclusion of the Post Evaluation Conference. The EC shall draft a report based on classroom/site observations, administration and student evaluations, and the faculty member's Growth and Development Plan. Where appropriate, the EC shall make specific recommendations to remedy any problems identified. The tenured faculty member's Growth and Development Plan shall then be revised to include these recommendations.

- 22.7.6.1 The tenured faculty member shall be provided the opportunity to include a written response. The written response shall be considered part of the final evaluation report.
- 22.7.6.2 The Summary Evaluation Report shall include one of four recommendations:
 - 1. Distinguished performance – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.
 - 2. Proficient performance – meets the requirements of the assignment. The evaluation may include notations of proficient performance.
 - 3. Needs improvement – to meet the requirements of assignment. The evaluation shall include specific areas to be improved. An Improvement Plan is required as per Section 22.8.
 - 4. Does not meet the requirement of assignment – The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made, an Improvement Plan is required as per Section 22.8.
- 22.7.6.3 A “needs improvement” recommendation or “does not meet requirements of assignment” rating of a faculty member shall not be based exclusively on student

evaluations.

22.7.6.4 Finding of “Does not meet requirements of assignment.”

1. As soon as the “does not meet the requirements of the assignment” status is assigned, the President shall notify the Associate Vice Chancellor of Human Resources that the faculty member has been placed on a “does not meet the requirements of the assignment” status.
2. The Associate Vice Chancellor of Human Resources shall notify the appropriate AFT 6157 Grievance Officer. Upon request of the faculty member or the District, the grievance officer or designee shall serve as an observer.

22.7.7 Self-evaluation

The tenured faculty member shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

22.7.8 Final Report

The report shall then be finalized and signed by the EC and the faculty member.

22.7.9 Portfolio

The EC chair shall assemble a portfolio that contains the following:

- Growth and Development Plan
- Observations Forms
- Student Evaluation Summary
- Self-Evaluation
- Summary Evaluation Report for Tenured Faculty.
- Contents Page for Tenured Faculty Evaluation
- Optional written response to the Summary Evaluation Report
- If applicable, Improvement Plan

A copy of the portfolio shall be provided to the tenured faculty and the President or designee and shall be placed in the faculty member’s official personnel file. Only documented and verified material that has been discussed during the conferences by the EC may be included in the faculty member’s portfolio. Complaints received pursuant to the Community Complaints article, which are placed in the faculty member’s file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out his or her regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

22.8 WORK IMPROVEMENT PLANS

When areas have been designated by the EC as needing improvement, the tenured faculty member and the EC shall develop a written plan for improving performance.

22.8.1 The improvement plan shall be consistent with the criteria included in this article. The EC shall determine a time frame for ongoing evaluations of the area identified as not meeting

the requirements of the assignment. These evaluations shall be held in a timely manner to determine if the faculty member has achieved the stated objectives of the Improvement Plan.

- 22.8.2 Based on the plan for corrective action, evaluation methods may include, but need not be limited to the following:

22.8.2.1 Course Planning

The tenured faculty member may be required to prepare and submit to the EC a plan for each course which addresses course content skills to be developed, teaching methods and rationale, and student evaluation (testing/grading) procedures.

22.8.2.2 Observations

Within two semesters, each member of the EC must observe one section. The EC shall determine the maximum number of observations. If the faculty member's Faculty Service Area (FSA) is non-instructional, other appropriate observations shall be conducted.

22.8.2.3 Student Evaluations

Student evaluations may be conducted in the appropriate classes determined by the EC. Although the central focus of information in the evaluation process shall be faculty and administrative input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference. If the tenured faculty member's FSA is non-instructional, other appropriate evaluations will be conducted.

- 22.8.3 Progress Conference for "needs improvement" or "Does not meet the requirements of assignment" status. The EC shall review the written Improvement Plan and other relevant information to ensure compliance with the plan. A Progress Conference of the EC and the faculty member shall be scheduled. At the end of the conference, the EC shall specify in writing the progress made to date by the faculty member and the continued performance necessary to correct noted deficiencies.

Upon final completion of the Improvement Plan, the faculty member shall submit a report to the EC outlining the steps taken to comply with the Improvement Plan. The EC shall develop a report stating whether the tenured faculty member has met the objectives of the Improvement Plan or not. For plans that meet the requirements, the EC shall forward the reports through the same channels as Summary Evaluation Reports.

22.8.4 Outcomes of the Improvement Plan

At the conclusion of the Improvement Plan evaluation period there are three possible outcomes.

22.8.4.1 Meets the conditions of the Improvement Plan

Once this outcome is reached the evaluation portion of the process is completed.

- 22.8.4.2 More time required to meet the conditions of the Improvement Plan
This outcome means the evaluation period will continue on specific areas of concern identified by the EC.
- 22.8.4.3 Does not meet the requirements of the assignment
If, at the end of one year of “does not meet the requirements of the assignment” status, the tenured faculty member’s performance demonstrates that insufficient progress has been made, the EC shall report to the college President and appropriate disciplinary action shall be taken.

ARTICLE 23

EVALUATION OF FULL-TIME TEMPORARY FACULTY AND TENURE-TRACK CONTRACT FACULTY WORKING UNDER AN INITIAL SPRING SEMESTER CONTRACT

23.1 INTRODUCTION

Evaluation procedures in this article apply to full-time temporary faculty and tenure-track contract faculty working under an initial spring semester contract.

The primary goals of the performance evaluation process are to communicate with the faculty member about his or her performance, to document and measure performance and to set professional goals. The process should promote professionalism and enhance performance. The evaluation process documents performance by commending exceptional performance; identifying and recognizing competence; indicating areas where improvement is needed; and identifying and documenting unsatisfactory performance.

23.2 RIGHTS AND RESPONSIBILITIES OF FACULTY MEMBERS RELATED TO EVALUATIONS AND THE EVALUATION PROCESS

23.2.1 Rights

The rights listed below shall not be construed as the only rights faculty enjoy.

23.2.1.1 Faculty shall be fully informed in advance of the procedures of the evaluation process and the criteria upon which evaluations are conducted.

23.2.1.2 All evaluation results shall be in writing and a copy shall be provided to the faculty member.

23.2.1.3 Faculty shall be assessed using the criteria contained in the evaluation forms and in this article.

23.2.1.4 The evaluation process shall be confidential.

23.2.2 Responsibilities

23.2.2.1 The faculty member will attend reasonably scheduled meetings to discuss the faculty member's evaluation during normal business hours. These meetings shall not conflict with the faculty member's assigned schedule.

23.2.2.2 The faculty member will provide requested information that is relevant and necessary to his or her evaluation.

23.3 CRITERIA FOR EVALUATION OF FACULTY

23.3.1 Professional Criteria

- 23.3.1.1 Demonstrates currency and depth of knowledge in assigned areas of responsibility.
- 23.3.1.2 Demonstrates the ability to communicate subject matter clearly, correctly and effectively.
- 23.3.1.3 Demonstrates an ability to adapt methodologies for students with special needs and different learning styles.
- 23.3.1.4 For instructional faculty, demonstrates ability to teach students effectively.
- 23.3.1.5 Utilizes methods and materials appropriate to the subject matter.
- 23.3.1.6 Demonstrates evidence of appropriate preparation and organizational skills in area of assignment.
- 23.3.1.7 Demonstrates a continuing commitment to professional development
- 23.3.1.8 Meets contractual obligations.
- 23.3.1.9 Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation and disabilities.

23.3.2 Collegial Criteria

- 23.3.2.1 Works cooperatively within the college community with students, staff, faculty and the administration.
- 23.3.2.2 Fosters a professional working environment.
- 23.3.2.3 Demonstrates effective communication skills.
- 23.3.2.4 Demonstrates a respect for differences and the dignity of others.

23.3.3 Organizational Criteria

- 23.3.3.1 Maintains current course syllabi as required by California Education Code and District Policy 6030.4.
- 23.3.3.2 Meets record keeping obligations on time, e.g., grades, rosters, textbook orders and requisitions.
- 23.3.3.3 Maintains office hours in accordance with Article 9.

23.3.3.4 Submits documentation and reports in a timely manner.

23.4 EVALUATION PROCESS

General Provisions: These general provisions apply to all evaluations conducted under this section.

- 23.4.1 The Evaluation Committee shall consist of the administrator/designee and a peer faculty member. At least one of the Committee members (peer evaluator) shall observe the performance of the faculty member.
- 23.4.2 Generally, peer evaluations shall be conducted by a full-time faculty member with expertise in the Faculty Service Areas (FSA). In special circumstances (such as too few available full-time faculty for peer observations) the supervising administrator, in consultation with the Academic Senate, has the discretion to utilize experienced adjunct faculty for the purpose of conducting a peer observation. The peer shall be selected by mutual agreement between the supervising administrator and the faculty member. In the event that the parties cannot reach mutual agreement, the supervising administrator has the right to assign a peer. However, the faculty member has the right to a one-time request that a different peer be assigned. The supervising administrator shall consider the concerns and suggestions of the faculty member in making an alternative assignment.
- 23.4.3 Observations shall be scheduled in advance with the consent of the faculty member. The faculty member shall be provided with a copy of the completed evaluation form by the administrator in charge.
- 23.4.4 A peer faculty member conducting an observation in accordance with this section may be designated to conduct observations during the six-hour period which covers the observer's normal contract load. Faculty assigned to conduct observations outside of their six-hour period shall be paid for two hours at the hourly laboratory rate for the observation and for completing the evaluation form.
- 23.4.5 Student evaluations shall be conducted in accordance with section 23.8 below. The faculty member shall be provided a written summary of these evaluations by the administrator in charge.
- 23.4.6 A post evaluation conference shall be held with the faculty member and the supervising administrator at the conclusion of the evaluation process.
- 23.4.7 Nothing in this section or this Agreement shall restrict the District's right to observe or evaluate faculty more frequently where specific performance issues have been identified.
- 23.4.8 Evaluations shall be conducted in accordance with these procedures and shall not be conducted in an arbitrary or capricious manner.

23.5 COMPONENTS OF EVALUATION

Full time temporary and tenure-track contract faculty working under an initial spring semester contract shall be evaluated in their first semester of employment. Each evaluation shall include:

23.5.1 One observation by a peer. The supervising administrator may conduct and include an additional observation.

23.5.2 Student evaluations.

23.6 STUDENT EVALUATIONS

23.6.1 Student evaluations shall be administered in at least one class or service area.

23.6.2 English as a Second Language (ESL) instructors, when being evaluated by students in their ESL courses, may choose to be evaluated using either the standard Student Evaluation scantron form or the English as a Second Language Student Evaluation scantron form. It is highly recommended that ESL instructors use the English as a Second Language Student evaluation scantron form when being evaluated in classes that are three levels or more below English 1A, such as the ESL 310/320/330/340 level courses.

23.6.3 For non-instructional faculty, approximately twenty (20) student evaluations shall be collected by the immediate administrator or designee.

23.6.4 Student evaluation forms shall be distributed near the middle of the course or semester by an administrator, peer faculty member or a designee, completed in the absence of the faculty member, and collected by the administrator, faculty peer or designee. The computer-scored part of the student evaluation shall be given to the division dean or appropriate manager, who after tabulating and reviewing the responses, shall return a copy of the results to the faculty member.

23.6.5 Students' written comments shall be provided to the faculty member after final semester grades are posted. As part of the official evaluation of a faculty member, a summary of results from student evaluation forms shall be attached to the Summary Evaluation Report.

23.6.6 Although the central focus of information in this evaluation process shall be faculty input from observations, the information from student evaluations may provide a worthy basis for discussion during the post-evaluation conference.

23.6.7 A "needs improvement" or "does not meet requirements of the assignment" rating of a faculty member shall not be based exclusively on student evaluations.

23.7 EVALUATION FORMS

Following is a list of evaluations forms that have been approved for faculty evaluations. These forms are located in Appendices I and O of this agreement.

- Contents Page for Evaluation of Full Time Temporary Faculty and Tenure-track Contract faculty working under an initial Spring Semester Contract Evaluation
- Student Evaluation Form for Teaching Faculty
- Student Evaluation Form for Teaching Faculty (English as a Second Language)
- Student Evaluation Form for Counseling Faculty (includes DSPS)
- Student Evaluation Form for Librarian
- Student Evaluation Form for Health Services Faculty
- Student Evaluation Form for Online Courses
- Administrator's Evaluation of Faculty
- Observation Form for Classroom Faculty
- Observation Form for Online Faculty
- Observation Form for Counseling Faculty
- Observation Form for Health Services Faculty
- Observation Form for Coordinator of Disabled Students Program and Services
- Observation Form for Library Faculty
- Observation Form for Academic Skills Faculty
- Summary Evaluation Report for Full Time Temporary Faculty and Tenure-track Contract faculty working under an initial Spring Semester Contract

23.8 SUMMARY EVALUATION REPORT AND RECOMMENDATIONS

23.8.1 Summary Evaluation Report

Only documented and verified material, which has been discussed with the faculty member by the supervising administrator, may be included in the evaluation summary. Complaints received pursuant to the article on Community Complaints, which are placed in the faculty member's file, shall be included in the next evaluation to the extent that they negatively influence the performance of the faculty member in carrying out regular duties. The complaint will only be considered in subsequent evaluations if additional similar complaints are filed.

23.8.2 The Summary Evaluation Report Shall Make One of Four Recommendations

23.8.2.1 Distinguished performance exceeds the requirements of the assignment. The evaluation may include notations of exceptional performance.

23.8.2.2 Proficient performance meets the requirements of the assignment. The evaluation may include notations of proficient performance.

23.8.2.3 Needs improvement to meet the requirements of the assignment. The evaluation shall include notations of areas to be improved.

23.8.2.4 Does not meet the requirements of the assignment The evaluation shall include notations of unsatisfactory performance.

The supervising administrator or designee shall sign the completed Summary Evaluation Report. The original Summary Evaluation Report and any addenda shall constitute one inseparable file, and all components shall be considered in the review by the levels of administration. The Summary Evaluation Report shall be sent to the College President and Hourly Academic Services to be filed in the faculty member's personnel file. The faculty member shall receive a copy of the Summary Evaluation Report and all associated comments and recommendations.

23.8.3 Self-evaluation: the Tenure Track Contract faculty member working under an initial spring semester contract shall provide a self-evaluation that addresses instructional/non-instructional experience, student success, curriculum development, and other related topics.

23.9 GRIEVABILITY

While violations of these evaluation procedures may be subject to the grievance procedure, the substance of evaluations is not grievable.

ARTICLE 24

COMMUNITY COMPLAINTS

- 24.1 A community complaint is any complaint by an identifiable student, parent, or community member that: 1) alleges that a faculty member has violated District policy to complainant's detriment; and 2) seeks a remedy.
- 24.2 Any identifiable student, parent, or community member complaint about a faculty member shall be presented to the faculty member by the administrator receiving the complaint as soon as possible, but no later than ten (10) district instructional days. If the faculty member is not available, the complaint shall be presented to the faculty member within ten (10) days of returning to duty.
- The complainant's name will be disclosed to the faculty member at either the meeting or no later than ten (10) days after grades are submitted for the course.
- 24.3 The immediate administrator and the faculty member shall meet to review the complaint.
- At the request of the faculty member, an AFT 6157 officer or member may accompany the faculty member to the meeting. The immediate administrator shall also meet with the complainant to clarify the issue. If deemed necessary and appropriate by the administrator, a meeting shall be scheduled with both the faculty member and the complainant in an effort to resolve the complaint. The faculty member shall attend any such meetings called by the administrator.
- 24.4 If the matter is not resolved at the meeting to the satisfaction of the complainant, the supervising administrator shall inform the complainant of their right to file a formal written complaint.
- 24.4.1 If the complainant wishes to make a formal written complaint, it shall be submitted in writing to the faculty member's supervising administrator and provided to the faculty member within ten (10) working days of receipt.
- 24.4.2 If the faculty member contests the validity of the complaint an inquiry will be initiated to determine the merits of such complaint.
- 24.4.3 If the complainant does not wish to make a formal written complaint, the complaint shall be deemed withdrawn. The administrator will ensure compliance with section 24.4.4 regarding withdrawn complaints
- 24.4.4 Complaints which are withdrawn, shown to be false, or not sustained, shall not be placed in the faculty member's personnel file and shall not be utilized in any evaluation or disciplinary action against the faculty member.
- 24.5 Verified complaints that relate to matters within the scope of performance evaluations as identified in the *Agreement* may be included in the faculty evaluation process.

Verified complaints relating to unprofessional conduct may be addressed through the use of progressive discipline.

- 24.6 Placement of a complaint in a faculty member's Personnel File must comply with the protections and restrictions on placing derogatory information in the Personnel File as set forth in Article 6.4, including the right to notice and the opportunity to attach a response.

ARTICLE 25

DISCIPLINE

A faculty member shall not be disciplined, orally warned, reprimanded, suspended, or deprived of any professional advantage except as provided for in the education code.

25.1 PROGRESSIVE DISCIPLINE

In handling disciplinary matters it is intended that progressive steps be utilized unless the incident giving rise to the discipline is of such a nature that immediate or more severe action is appropriate.

All progressive discipline involves a meeting between the faculty member and the reporting administrator. Progressive steps may be as follows:

- **Oral warning(s)** which should be appropriately documented but not initially placed in the personnel file.
- A **written warning** should include the reasons for the warning, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written warning shall be provided to the faculty member and is not placed in the personnel file.
- **Written Reprimand(s)** which should be appropriately documented and is placed in the personnel file. A written reprimand should include the reasons for the reprimand, a statement about correcting the deficiencies and possible consequences for failure to correct the problem. A copy of any written reprimand shall be provided to the faculty member. A faculty member has the right within 10 days of receipt of the letter of reprimand to respond in writing to any written reprimand placed in the personnel file and to have that response attached to the letter of reprimand.

25.2 PROVISION OF GRIEVANCE PROCEDURE

25.2.1 An oral warning, written warnings and written reprimands under Article 25.1 are not subject to the grievance procedure. However a faculty member and the member's representative have the right to meet with the college vice-president or president to discuss concerns regarding the faculty member's progressive disciplinary situation. Faculty members shall also have the right to attach a written response to any written reprimand being placed in the faculty member's personnel file within ten (10) days of receiving the reprimand. In the written reprimand, the District shall provide notice to the disciplined faculty member of their right to attach a written response.

25.2.2 Suspensions are subject to the grievance procedure, including arbitration. These are the only forms of discipline that may be grieved through arbitration, consistent with the requirements and procedures of the grievance process set forth in this Agreement.

25.3 DISMISSAL

Faculty members shall be subject to discipline in the form of dismissal from employment, pursuant to provisions of the California Education Code 87732.

ARTICLE 26

SAFETY

- 26.1 **DISTRICT ASSUMES RESPONSIBILITY FOR SAFETY:** The District is to ensure the safety of employees and students on District sites as established in Board Policy 6800 Safety and the associated administrative procedures. The District shall conform to and comply with all health, safety, sanitation laws, the guidelines of CAL OSHA and all other regulatory agencies that govern employee health, safety and security.
- 26.2 **DISTRICT SHALL MAINTAIN SAFE WORK ENVIRONMENT:** The District shall work at all times to maintain standards of safety and sanitation in conformance with law, and the Union and District shall cooperate to eliminate hazards and correct any conditions adversely affecting the health and safety of employees.
- 26.3 **PUBLISH/POST RULES AND PROVIDE SAFE EQUIPMENT:** The District shall provide, publish, and post rules for safety and the prevention of accidents, provide protective devices where they are required for the safety of the faculty, and provide suitable and safe equipment where such equipment is necessary for the operation of the District. Where appropriate, faculty shall be offered training in the use of safety equipment (e.g. fire extinguishers, defibrillators, etc.).
- 26.4 **FACULTY SHALL NOTIFY SUPERVISOR**
- 26.4.1 Any faculty member who observes a condition in the working environment that the faculty member believes is unsafe and/or creates any imminent danger of harm to any person shall notify the immediate supervisor of the existence of such condition. Nothing herein shall be deemed to preclude such faculty member from contacting any other person or entity that may have the jurisdiction or ability to investigate or correct the alleged unsafe condition.
- 26.4.2 No faculty member shall leave the assigned instructional area without notification of the dean or other designated administrator, unless there is clearly a reason to believe an unsafe condition exists. If a faculty member does leave an instructional area because of an emergency, the faculty shall make a reasonable effort to promptly notify the dean or other administrator directly responsible for the facility, or that individual's designee, or/and Campus Police. In the event of an emergency, faculty member should refer to campus emergency procedures posted in the classroom.
- 26.5 **MANDATED REPORTERS OF CHILD ABUSE:** Mandated reporters are individuals who are mandated by law to report known or suspected child maltreatment.
- 26.5.1 The specific positions are listed in California Penal Code section 11165.7. Professions include but are not limited to:
- 26.5.1.1 A teacher
- 26.5.1.2 An employee of public school
- 26.5.2 Full-time faculty and adjuncts are mandated reporters.

- 26.5.3 Mandated reporters are required by the State of California to report any known or suspected instances of child abuse or neglect to the county child welfare department or to a local law enforcement agency (local police/sheriff's department).
 - 26.5.4 Mandated reporters must report to a county child welfare department or to local law enforcement (police or sheriff's department) immediately by phone. A written report must then be sent within 36 hours. Written reports must be submitted on the California Suspected Child Abuse Report Form 8572. (http://ag.ca.gov/childabuse/pdf/ss_8572.pdf).
 - 26.5.5 The District shall provide mandatory training and guidelines to all faculty relative to having minors as enrolled students on campus and in the classroom. The District shall provide such trainings annually. Beginning in Fall 2016, all rosters shall flag the names of any minor students registered in classes.
- 26.6 **NO RETALIATION:** No employee shall in any way be subjected to retaliation as a result of reporting any condition believed to be a violation of CAL OSHA or other regulatory agencies that govern employee health, safety and security.

ARTICLE 27

REDUCTION IN FORCE

27.1 NOTIFICATION OF REDUCTION IN FORCE TO AFT 6157

The District shall inform the AFT 6157 on or before January 15 of a year in which a reduction in force (RIF) is anticipated of its intentions to implement RIF as defined in the Education Code and shall provide the AFT 6157 with documentation of the reasons the District believes a RIF is necessary. If the AFT 6157 is not informed and provided documentation by January 15, the District may implement a RIF as long as good cause exists and reasonable notice and documentation is provided the AFT 6157 under the circumstances including the reasons for the past January 15 decision. Such notice and documentation shall be provided the AFT 6157 within five (5) days of the decision to implement the RIF.

27.1.1 Notification of Termination

The Chancellor/designee shall furnish the AFT 6157 with a list or a copy of the RIF termination notices issued no later than the same day they are delivered to the affected faculty. Confidentiality shall be maintained in accordance with Education Code, Section 87740.

27.2 REASSIGNMENT OF FACULTY MEMBERS PRIOR TO LAYOFFS

Reassignment of unit members prior to the implementation of a RIF shall occur, in harmony with this article and Article 16, and the Educational Code. The District shall provide the AFT 6157 with a list of all resignations and retirements that have been submitted in writing to the Chancellor by March 15.

No tenured faculty member shall be laid off during a RIF while any probationary/contract faculty member, or any other faculty member with less seniority is retained to render service in a faculty service area in which the records of the District (maintained pursuant to Section 87743.3) reflect that the tenured faculty member possesses the minimum qualifications and is competent to serve under District competency criteria described in Section 24.6 of this article.

27.3 VOLUNTARY TEMPORARY CONTRACT REDUCTIONS

In order to avoid layoffs, the Board may offer temporary reductions in contracts to faculty who are willing to agree to such reductions for a period of one (1) year. If additional temporary reductions are required, the Board may offer similar reductions to other faculty who are willing to agree to such reductions and/or to individuals who may continue to voluntarily agree to temporary reduction for purposes of avoiding layoffs. The temporary reduction in contract process shall not mitigate against seniority considerations. If a faculty member who has been given a layoff notice is assigned to fill the voluntary contract reduction of other faculty member(s) then:

27.3.1 The load of the RIF faculty member shall not normally exceed the maximum load of a faculty member who has volunteered a contract reduction to the RIF faculty member in order to

prevent the RIF faculty member's layoff. The RIF faculty member's load may exceed load(s) of members who have contributed load if the contributing member(s) agree(s) in writing, and;

27.3.2 The RIF notice remains in effect except that the laid off person is being employed, on a temporary basis, to fill the voluntarily reduced load of the other faculty member(s), and;

27.3.3 The RIF faculty member remains subject to termination of employment in accordance with the original March 15 notice provided conditions of reduction in force continue.

27.4 ORDER OF LAYOFFS

Layoffs of faculty members as a result of a RIF shall occur as prescribed in the Education Code. In the event of RIF proceedings, the Board shall reassign affected faculty members to Faculty Service Area(s) for which they possess the minimum qualifications adopted by the State Board of Governors as prescribed in Title 5 and meet the District competency criteria as set forth in 24.6 below and in accordance with individual's seniority as a faculty member within this district as prescribed by Education Code and Title 5. Minimum qualifications/equivalencies shall be approved by a District-wide Senate Equivalency Committee and the Board of Trustees.

27.5 FACULTY SERVICE AREAS

Faculty Service Areas (FSA's) have been established District-wide. Each FSA is listed in Section 27.13.

27.5.1 Initial Assignment to FSA's

Based upon personnel records, the District shall publish a list of all faculty with the FSA's in which they are currently qualified to render service. The AFT 6157 shall be provided with a list of assignments of faculty FSA's no later than the fourth (4th) Friday of the fall semester each year.

Faculty shall be assigned to all FSA's for which they qualify at the time of employment.

27.5.2 Subsequent Assignment to FSA's

After initial employment, any faculty member who becomes eligible for additional FSA's shall declare and provide proof of such eligibility on or before February 15, in writing, to the Human Resources office. It shall be the responsibility of each faculty member to declare eligibility in a complete and timely manner. It shall be the responsibility of the District to advise a faculty member in a timely manner when further clarification is needed. Faculty members shall be allowed a reasonable and mutually agreed upon time for additional or updated documentation to establish eligibility.

27.6 COMPETENCY CRITERIA FOR RIF ASSIGNMENTS

For purposes of RIF only, a faculty member shall be considered to meet District competency criteria to serve in an FSA if that member meets at least one of the criteria listed in 27.6.1 through 27.6.5.

For purposes of this article, an administrator reassigned to the faculty shall have his/her minimum qualifications and initial competency determined by the Board. Additional competency, if any, shall, for layoff purposes, be in accordance with this article.

27.6.1 Has had, within this District, satisfactory experience or has been evaluated as “Distinguished performance” or “Proficient performance” in the discipline or non-instructional assignment for the equivalent of at least a 40% load within two or more semesters within the seven (7) years prior to the date RIF proceedings begin.

OR

27.6.2 Has been employed full-time for the equivalent of at least one (1) academic year within the seven (7) years prior to the date RIF proceedings begin, rendering service which, if it had been rendered in the District, would have been in the applicable FSA.

OR

27.6.3 Has completed the requirement for minimum qualifications for the discipline within the seven (7) years prior to the date RIF proceedings begin.

OR

27.6.4 Has completed the requirements for minimum qualifications in a discipline more than seven (7) years prior to the date RIF proceedings begin and has successfully completed (with grade of “C” or better) six (6) semester units or nine (9) CEUs or a combination thereof of upper-division or graduate-level coursework directly related to the discipline within the three (3) years prior to the date RIF proceedings begin.

OR

27.6.5 For disciplines not requiring a master’s degree: has had two (2) years of full-time paid work experience directly related to the discipline within the seven (7) years prior to the date RIF proceedings begin.

27.7 DETERMINATION OF DISPUTED COMPETENCY CRITERIA

In cases where the competency criteria, as applied to an individual, is in dispute during a year in which layoffs take place, a District competency review committee shall be established for purposes of review and recommendation. This committee shall be convened whenever an individual’s competency criteria is disputed by the District and a request for review is made by Human Resources and/or by the faculty whose request for an FSA has been denied.

27.7.1 Review Committee Composition

The standing District Review Committee shall be composed of:

Three (3) AFT 6157 members appointed by the Executive Board of the AFT 6157; and

Three (3) administrators, who shall be appointed by the Chancellor.

27.7.2 Ad Hoc Discipline Representatives

An ad hoc representative shall be appointed by each senate to act as a resource to the competency review committee. In so far as possible, these representatives shall be selected from tenured faculty from the discipline in which competency is disputed or, if not available, from a discipline related as closely as possible to it. Ad hoc representatives shall review competency criteria specific to the discipline where the dispute arises. They shall serve in an advisory capacity to the Review Committee and shall not have voting rights.

27.7.3 Review Committee Procedure

This Review Committee shall strive to reach consensus and shall forward its recommendation to the Chancellor. Where consensus cannot be reached, the committee shall include majority and dissenting opinions in its report to the Chancellor. The committee must complete its review and recommendation(s) no later than March 1 of a year in which RIF actions are being considered. In cases when the committee fails to make a recommendation prior to March 15, the competency criteria dispute shall be resolved at the RIF hearing as provided by the Education Code and request by the RIFed faculty member(s). The District shall ensure that the Review Committee is formed and operating well in advance of the March 1 deadline.

27.8 GRIEVANCE AND/OR HEARING

27.8.1 Right to a Hearing

A regular or contract faculty member who qualified for a right of a hearing as prescribed in the Education Code and who has been notified that employment may be reduced or terminated because of a RIF may request a hearing as prescribed by the Education Code.

27.8.2 Grievance

Any dispute, directly related to 27.1, 27.1.1, 27.3, 27.5.1, 27.9, 27.10 and 27.11 of this article, which is not within the jurisdiction of the administrative law judge conducting the RIF hearing may be grieved under provisions of Article 3 of this collective bargaining agreement. A challenge to the balance of this article may be submitted to the jurisdiction of the administrative law judge who conducts the RIF hearing. The filing or processing of a grievance shall not prevent a layoff hearing from going forward pursuant to Education Code section 87740.

27.9 LIMITED PARTICIPATION IN FRINGE BENEFITS

Any full-time faculty member who has been laid off because of reduction in force shall be provided three (3) months of paid benefits following layoff and subsequently may continue to receive medical, dental, and vision care benefits in accordance with COBRA by reimbursing the District in advance for the full premium or its equivalent for those benefits.

27.10 ALLOCATION OF STAFF DEVELOPMENT FUNDS FOR RETRAINING

27.10.1 In a fiscal year in which layoffs of faculty members may be anticipated, the District shall negotiate with the AFT 6157 a specific percentage, not to exceed 25%, of staff development

money to be set aside for purposes of retraining of RIFed faculty for assignment to a new service area. When a layoff occurs, the District and the AFT 6157 shall meet to determine a process for allocation of these monies among applicants and the conditions under which they may be used.

- 27.10.2 Responsibility for reporting on the allocation of these monies shall rest with the colleges' Staff Development Committees. Any staff development monies which have been set aside, but are not used for retraining according to this provision during the period prior to the layoff or during the recall period following the layoff, shall be reapportioned by the Staff Development Committees for other staff development purposes. This provision does not preclude the allocation of money from other resources for this same purpose.

27.11 RETENTION OF BENEFITS FOR PARTIAL RIF

A faculty member who is RIFed for less than a full-time assignment shall retain full employee fringe benefits (pro rata for dependents) so long as the regular, paid assignment in the District is equal to 60% or more of a full-time load.

27.12 REHIRE PROVISIONS

The District shall follow Education Code requirements related to rehire provisions for those employees laid off by a RIF. The District shall provide, upon request, information known to the District regarding the possibility of position vacancies in areas that may be anticipated in the future.

27.13 FACULTY SERVICE AREAS AND STRS CALUCATION

In the event that the District or the AFT 6157 believes additional FSA's need to be added during the term of the contract, the District or the AFT 6157 shall contact the other party by letter with such request. The parties will provide a written response within 15 working days of receipt of the request. Additional agreed upon FSA's shall be added by Side letter of Agreement pending inclusion in the next contract.

27.13.1 Group #1 - Discipline Requiring the Masters Degree

Each item listed represents a specific individual Faculty Service Area.

1. Accounting
2. African American Studies
3. Anthropology
4. Art Design
5. Art Drawing
6. Art History
7. Asian-American Studies
8. Biological Sciences
9. Broadcasting
10. Business
11. Business Law
12. Business Statistics

13. Ceramics
14. Chemistry
15. Communications Studies/Speech
16. Computer Science
17. Counseling
18. Dance
19. Disabled Student Program Adaptive Computer (CAI) Technology
20. Disabled Student Program Adaptive Physical Education
21. Disabled Student Program Counselor
22. Disabled Student Program Deaf & Hearing Impaired
23. Disabled Student Program Learning Disabilities Specialist
24. Disabled Student Program Physical/Development Disabilities
25. Disabled Student Program Speech/Language Disabilities
26. Drama
27. Early Childhood Education
28. Earth Sciences (Geology, Meteorology, Oceanography)
29. Economics
30. Education
31. Engineering
32. English
33. English as a Second Language
34. Ethnic Studies
35. Family and Consumer Studies
36. Film Studies
37. Foreign Language
38. General Work Experience - All FSA's in Group #1
39. Geography
40. Guidance
41. Health Education
42. Health Services Director (School Nurse)
43. History
44. Intramural Sports
45. Jewelry
46. Journalism
47. Kinesiology
48. Librarian/Library Science
49. Management/Supervision
50. Marketing
51. Mathematics
52. Mexican-American Studies
53. Music
54. Native-American Studies
55. Nursing
56. Painting
57. Philosophy
58. Photography

- 59. Physical Education
- 60. Physics/Astronomy
- 61. Political Science
- 62. Psychology
- 63. Psychologist
- 64. Reading
- 65. Recreation
- 66. Religious Studies
- 67. Sculpture
- 68. Sociology
- 69. Speech Language Pathology Assistant
- 70. Television Production

27.13.2 Group #2 - Disciplines Not Requiring the Masters Degree

Each item listed represent a specific individual Faculty Service Area.

- 71. Administration of Justice
- 72. Architectural Drafting
- 73. Automated Manufacturing
- 74. Automotive Electronics
- 75. Automotive Engine Machining
- 76. Automotive – General
- 77. Automotive Parts
- 78. Automotive SMOG
- 79. Automotive Welding
- 80. Bookkeeping
- 81. BIS – Business Information System
- 82. Business Telecommunications
- 83. Cardio-Pulmonary Resuscitation
- 84. Certified Nursing Assistant Program
- 85. Civil Engineering Technology
- 86. Cardio-Pulmonary Resuscitation
- 87. Computer-Assisted Drafting
- 88. Computer Graphics
- 89. Computer Information Systems
- 90. Computer Information Technology
- 91. Computer Numerical Control Machining
- 92. Construction - General
- 93. Corrections
- 94. Cosmetology
- 95. Dental Assisting
- 96. Desk Top Publishing
- 97. Educational/Instructional Technology
- 98. Electronics - Advanced Analog
- 99. Electronics - Advanced Digital
- 100. Emergency Medical Technician
- 101. Engineering Technology

- 102. Engineering Support
- 103. Facilities Maintenance Technology
- 104. First Aid
- 105. Folk Dancing
- 106. Glazing Apprenticeship
- 107. Health Services Nurse
- 108. Heating Ventilation and Air Conditioning
- 109. Home Interior Design
- 110. Income Tax
- 111. Labor Law
- 112. Labor Studies-General
- 113. Laser Technology
- 114. Legal Assistant (Paralegal)
- 115. Machine Technology - General
- 116. Manufacturing - General Core
- 117. Meat Cutting Apprenticeship
- 118. Nursing Assistant
- 119. Office Technologies
- 120. Real Estate
- 121. Reserve Officer Training
- 122. Sign Language
- 123. Statistical Process Control
- 124. Total Quality Management (Manufacturing)
- 125. Word Processing
- 126. Work Experience - Group #1 & Group #2 FSA's

ARTICLE 28

DAY CARE

28.1 ELIGIBILITY

Faculty members with children under five years of age shall be entitled to enroll their children in the Child Development Center on their campus. Such faculty must comply with the enrollment policies of the Child Development Center as established by the California State Department of Education.

ARTICLE 29

NONDISCRIMINATION

29.1 NONDISCRIMINATION

The Board shall not discriminate against any faculty member with regard to the application and administration of the terms of this Agreement on the basis of actual or perceived: race, sex, color, religion, age, national origin, disability, marital status, veteran status, sexual orientation, gender identity, organizational affiliation or political beliefs, exercise of any constitutionally-protected rights or union activity, nor shall the Board act in any arbitrary or capricious manner with regard to the application of the terms of this Agreement.

ARTICLE 30

SAVINGS PROVISION

30.1 PROVISIONS CONTRARY TO LAW

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, or as the result of new law adopted at the Federal or State level, such provisions will not be deemed valid and subsisting except to the extent permitted by law. All other provisions will continue in full force and effect.

30.2 IMPROVEMENTS IN BENEFITS

Improvements in benefits included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement provided such benefits are mandatorily applicable to the District.

30.3 REDUCTION OR ELIMINATION OF BENEFITS

Reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within thirty (30) days of such amendment or repeal to negotiate them provided the benefits that are eliminated or reduced are permissible by statute.

ARTICLE 31

SUPPORT OF AGREEMENT

- 31.1** The District and the AFT 6157 agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the faculty will support this Agreement for its term and will not appear before Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the AFT 6157, or as permitted by Article 30. This shall in no way preclude the faculty from providing information to the Board of Trustees when the Board of Trustees is about to adopt a rule, regulation or policy on any matter affecting faculty members that is outside the scope of this contract.

ARTICLE 32

EFFECT OF AGREEMENT

- 32.1** It is understood and agreed that the explicit provisions contained in this Agreement shall prevail over District practices and procedures and over State laws, to the extent permitted by State law.
- 32.2** New practices, organizational enactments, and procedures which impact working conditions, terms, hours, wages, and other matters subject to negotiation under the Government Code of California (EERA) shall be negotiated with the AFT 6157 prior to implementation.

ARTICLE 33

CONCERTED ACTIVITIES

- 33.1** It is agreed and understood that there will be no strike, work stoppage, slow down, picketing, or other interference with the operations of the District by the AFT 6157 or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity. The District agrees not to “lock out” faculty members during the term of this Agreement.
- 33.2** The AFT 6157 recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every reasonable effort toward inducing all faculty member’s to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by faculty members who are represented by the AFT 6157, the AFT 6157 agrees in good faith to take steps to resolve the matter.

ARTICLE 34

COMPLETION OF MEET AND NEGOTIATE

- 34.1** During the term of this Agreement, the AFT 6157 expressly waives and relinquishes the right to meet and negotiate and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter covered by this collective bargaining Agreement.
- 34.2** The adoption, modification or repeal of any written rule, regulation or policy of the Board that is not governed by the terms of this Agreement shall remain subject to negotiation to the extent the rule, regulation, or policy relates to wages, hours or other terms and conditions of employment as defined by Government Code Section 3543.2. If the Board contemplates any such change, the parties agree to reopen negotiations for the limited purpose of reaching an agreement regarding the proposed adoption, modification, or repeal.
- 34.3** The Board acknowledges that, with respect to the bargaining unit covered by this Agreement, the Board shall meet and negotiate on matters within the scope of representation only with the AFT 6157, as the AFT 6157 remains the exclusive representative of the bargaining unit.
- 34.4** The District shall retain the right to propose deletions or modifications to academic policies. The AFT 6157 shall retain the right to negotiate any proposed modification or deletion, which has an impact on wages, hours, and working conditions.
- 34.5** All articles in this contract shall be designated for re-openers to be re-negotiated whenever new legislation is passed that would impact them. Whenever new legislation is passed that would impact wages, hours, or working conditions and/or provides funding which impacts on wages, hours, or working conditions, either party may request negotiations upon written notification to the other party.
- 34.6 Full contract**
- 34.6.1** The parties agree that effective July 1, 2020, the full contract shall be bargained.

ARTICLE 35

TERM

This Agreement shall remain in full force and effect up to and including June 30, 2020, and thereafter, shall continue in effect year by year unless either of the parties notifies the other in writing with a request to bargain.

IN WITNESS WHEREOF the parties execute this Agreement on the day of June 11, 2019

SAN JOSE/EVERGREEN
COLLEGE DISTRICT

SAN JOSE/EVERGREEN FEDERATION OF COMMUNITY
TEACHERS, AFT 6157

Jeffrey Lease
President, Board of Trustees

Paul Fong
President, AFT 6157

Byron D. Clift Breland
Chancellor

Jennifer Bills
Executive Director, AFT 6157

Beatriz Chaidez
Associate Vice Chancellor,
Human Resources

APPENDIX A

COMPOSITION OF NEGOTIATING TEAM

District Team

Laura Schulkind

Beatriz Chaidez

Celia Cruz-Johnson

Mark Gonzales

Tina Nguyen

Lena Tran

Linda Wilczewski

AFT 6157 Team

Jennifer Bills

Paul Fong

Fabio Gonzalez

Dennis Meakin

RJ Ruppenthal

2019-20 SJECCD INSTRUCTIONAL CALENDAR

AUGUST 2019

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
			PD DAY	PD DAY	No Classes	

SEPTEMBER 2019

SUN	MON	TUES	WED	THUR	FRI	SAT
No Classes	LABOR DAY	Sem Beg	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
22						

OCTOBER 2019

SUN	MON	TUES	WED	THUR	FRI	SAT
		23	24	25	26	
27	28	29	30	31		
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
42	43	44	45			

NOVEMBER 2019

SUN	MON	TUES	WED	THUR	FRI	SAT
					46	
47	48	49	50	51	No Classes	
No Classes	Veteran's Day	52	53	54	55	
56	57	58	59	60		
61	62	63	THANKSGIVING DAY	HOLIDAY	No Classes	

DECEMBER 2019

SUN	MON	TUES	WED	THUR	FRI	SAT
No Classes	64	65	66	67	68	
69	70	71	72	73	74	75
Last Sunday	74	75	76	77	78	79
29	30	Legal Holiday				

JANUARY 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
			Legal Holiday			
1	2	3	4	5		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

FEBRUARY 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
No Classes	Washington Holiday	16	17	18	19	
23	24	25	26	27	28	29
30	31					

MARCH 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
	25	26	27	28	29	
30	31	32	33	34		
35	36	37	38	39		
40	41	42	43	44		
45	46					

APRIL 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
			47	48	49	
50	51	52	53	54	No Classes	
No Classes	SPRING BREAK	SPRING BREAK	SPRING BREAK	Native American	Cesar Chavez	
55	56	57	58	59		
60	61	62	63			

MAY 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
					64	
65	66	67	68	69	70	71
72	73	74	75	76	77	78
79	80	81				
Last Sunday	75	76	77	78	79	80
81						

JUNE 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
9	10					

JULY 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
			11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Spring Semester = 79 days of instruction plus 9 Saturdays = 87 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (7)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (11)

Revised
10.10.19

2020-21 SJECCD INSTRUCTIONAL CALENDAR

AUGUST 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	Fall Sem Beg	31				No Classes
No Classes	3					

SEPTEMBER 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	No Classes
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
31						

OCTOBER 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					No Classes
No Classes	64					

DECEMBER 2020

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

FEBRUARY 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Spring Semester = 79 days of instruction plus 9 Saturdays = 88 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (10)

2021-22 SJECCD INSTRUCTIONAL CALENDAR

AUGUST 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26 PD DAY 1	27 PD DAY 2	28 No Classes
29 No Classes	30 Fall Beg 3	31 4				

SEPTEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4 No Class
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13 No Class
14	15	16	17	18	19	20
21	22	23	24	25	26	27 No Classes
28	29	30				

DECEMBER 2021

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Fall Semester = 77 days of instruction plus 10 Saturdays = 87 days

FEBRUARY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2022

SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Spring Semester = 79 days of instruction plus 9 Saturdays = 87 days

77 Days + 79 Days = 156 Days of Instruction + 19 Saturdays = 175 Days

District Holidays (8)

Professional Development Days

Term Beginning & Ending Dates

Legal Holidays (10)

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
2018-2019 ACADEMIC SALARY SCHEDULE
10 Month

Effective: 7/1/2018
Board Approved: 6/11/2019

2.5% Increase over 2017/2018 (with
new steps 13-19)

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
Minimum Qualifications Master's Degree		BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
Minimum Qualifications AA + 6 Years		AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	73,052	75,827	78,862	81,901	84,657
2	75,607	78,480	81,624	85,027	87,784
3	78,252	81,230	84,476	88,153	90,910
4	81,071	84,154	87,518	91,277	94,034
5	83,910	87,096	90,577	94,409	97,166
6 **	86,930	90,232	93,843	97,521	100,279
7	89,651	93,058	96,778	100,660	103,417
8	89,655	93,059	96,782	103,786	106,544
9	91,447	94,921	99,880	105,863	108,619
10	93,277	96,820	101,877	108,208	110,964
11	95,142	98,756	103,912	110,602	113,420
12	99,459	103,238	108,630	115,621	118,567
13	99,459	103,238	111,181	118,337	121,354
14 ***			111,181	118,337	121,354
15			111,181	118,337	121,354
16			113,793	121,119	124,203
17 ***			113,793	121,119	124,203
18				123,965	127,123
19 ***				126,878	130,110

Disciplines requiring Master's Degree - placement: Graduate level semester units
see Article 8.4

* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

** Maximum initial step placement

*** Steps 14, 17, and 19 require Professional Recognition plan approved by Professional
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
2018-2019 ACADEMIC SALARY SCHEDULE
11 MONTH

Effective: 7/1/2018
Board Approved: 6/11/2019

2.5% Increase over 2017/2018
(with new steps 13-19)

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate	
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
Minimum Qualifications AA + 6 Years	AA + 40 * or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate	
STEP					
1	80,357	83,410	86,749	90,090	92,848
2	83,170	86,329	89,784	93,528	96,285
3	86,078	89,351	92,925	96,970	99,726
4	89,178	92,569	96,269	100,405	103,161
5	92,299	95,806	99,637	103,850	106,606
6 **	95,622	99,256	103,226	107,273	110,031
7	98,616	102,364	106,457	110,723	113,481
8	98,620	102,365	106,461	114,166	116,922
9	100,591	104,414	109,867	116,450	119,418
10	102,605	106,502	112,064	119,028	122,060
11	104,656	108,632	114,304	121,661	124,763
12	109,405	113,562	119,492	127,182	130,423
13	109,405	113,562	122,299	130,173	133,489
14 ***			122,299	130,173	133,489
15			122,299	130,173	133,489
16			125,173	133,231	136,624
17 ***			125,173	133,231	136,624
18				136,360	139,836
19 ***				139,564	143,122

Disciplines requiring Master's Degree - placement: Graduate level semester units
see Article 8.4

* Disciplines not requiring Master's Degree - placement: Semester units in assigned field.

** Maximum initial step placement

*** Steps 14, 17, and 19 require Professional Recognition plan approved by Professional
Recognition Committee. (See Article 8.9 of Collective Bargaining Agreement)

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

2018-2019 ADJUNCT LECTURE SALARY SCHEDULE

(PER SEMESTER)

Effective: 7/1/2018

2.5% Increase over 2017/2018 with Step 11 Added

Board Approved: 6/11/2019

68.38% Pro-Rata of Full-Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	24,976	25,925	26,963	28,002	28,944
2	25,850	26,832	27,907	29,071	30,013
3	26,754	27,773	28,882	30,140	31,082
4	27,718	28,772	29,922	31,208	32,150
5	28,689	29,778	30,968	32,278	33,221
6 **	29,721	30,850	32,085	33,342	34,285
7	30,652	31,817	33,088	34,416	35,358
8	30,653	31,817	33,090	35,484	36,427
9	31,266	32,453	34,149	36,195	37,137
10	31,891	33,103	34,832	36,996	37,939
11	32,529	33,765	35,528	37,815	38,778
<i>For possible future negotiations.</i>					
12	34,005	35,297	37,141	39,531	40,538
13	34,005	35,297	38,013	40,459	41,491
14			38,013	40,459	41,491
15			38,013	40,459	41,491
16			38,906	41,411	42,465
17			38,906	41,411	42,465
18				42,384	43,463
19				43,380	44,485

Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum initial step placement

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT

2018-2019 ADJUNCT LAB SALARY SCHEDULE

(PER SEMESTER)

Effective: 7/1/2018

2.5% Increase over 2017/2018 with Step 11 Added

Board Approved: 6/11/2019

79% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	28,856	29,952	31,150	32,351	33,440
2	29,865	31,000	32,241	33,586	34,675
3	30,910	32,086	33,368	34,820	35,909
4	32,023	33,241	34,570	36,054	37,143
5	33,144	34,403	35,778	37,292	38,381
6 **	34,337	35,642	37,068	38,521	39,610
7	35,412	36,758	38,227	39,761	40,850
8	35,414	36,758	38,229	40,995	42,085
9	36,122	37,494	39,453	41,816	42,905
10	36,844	38,244	40,241	42,742	43,831
11	37,581	39,009	41,045	43,688	44,801
<i>For possible future negotiations.</i>					
12	39,286	40,779	42,909	45,670	46,834
13	39,286	40,779	43,916	46,743	47,935
14			43,916	46,743	47,935
15			43,916	46,743	47,935
16			44,948	47,842	49,060
17			44,948	47,842	49,060
18				48,966	50,214
19				50,117	51,393

Disciplines requiring Master's Degree placement: Graduate level semester units see Article 9.4

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum initial step placement

**SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
2018-2019 INTERSESSION AND SUMMER FULL-TIME PRORATA
SALARY SCHEDULE FOR FIRST 40% LOAD
LECTURE**

Effective: 7/1/2018

2.5% Increase over 2017/2018

Board Approved: 6/11/2019

66.38% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
	Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate
STEP					
1	24,246	25,167	26,174	27,183	28,098
2	25,094	26,048	27,091	28,220	29,136
3	25,972	26,960	28,038	29,258	30,173
4	26,907	27,931	29,047	30,295	31,210
5	27,850	28,907	30,063	31,334	32,249
6 **	28,852	29,948	31,146	32,367	33,283
7	29,755	30,886	32,121	33,409	34,324
8	29,756	30,886	32,122	34,447	35,362
9	30,351	31,504	33,150	35,136	36,051
10	30,959	32,135	33,813	35,914	36,829
11	31,578	32,777	34,488	36,709	37,644
12	33,010	34,265	36,054	38,375	39,352
13	33,010	34,265	36,054	38,375	39,352
14			36,901	39,276	40,277
17			37,768	40,199	41,223
19				41,144	42,192

Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4.

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum initial step placement

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
2018-2019 INTERSESSION AND SUMMER FULL-TIME PRORATA
SALARY SCHEDULE FOR FIRST 40% LOAD
LAB

Effective: 7/1/2018

2.5% Increase over 2017/2018

Board Approved: 6/11/2019

77% Pro-Rata of Full Time Salary Schedule

	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
DISCIPLINES REQUIRING MASTER'S DEGREE:					
Minimum Qualifications Master's Degree	BA + 45# w/MA	BA + 60# w/MA	BA + 81# w/MA	Doctorate	
DISCIPLINES NOT REQUIRING MASTER'S DEGREE:					
Minimum Qualifications AA + 6 Years	AA + 40 or Bachelor's Degree	AA + 80 * or BA + 20 *	Master's Degree	Doctorate	
STEP					
1	28,125	29,193	30,362	31,532	32,593
2	29,109	30,215	31,425	32,735	33,797
3	30,127	31,274	32,523	33,939	35,000
4	31,212	32,399	33,694	35,142	36,203
5	32,305	33,532	34,872	36,347	37,409
6 **	33,468	34,739	36,130	37,546	38,607
7	34,516	35,827	37,260	38,754	39,816
8	34,517	35,828	37,261	39,958	41,019
9	35,207	36,545	38,454	40,757	41,818
10	35,912	37,276	39,223	41,660	42,721
11	36,630	38,021	40,006	42,582	43,667
12	38,292	39,747	41,823	44,514	45,648
13	38,292	39,747	41,823	44,514	45,648
14			42,805	45,560	46,721
17			43,810	46,631	47,818
19				47,727	48,942

Disciplines requiring Master's Degree placement: Graduate level semester units see Article 8.4

* Disciplines not requiring Master's Degree placement: Semester units in assigned field.

** Maximum initial step placement

SAN JOSE · EVERGREEN COMMUNITY COLLEGE DISTRICT
2018-2019 Other Contract Pay:
Non Instructional, Directed Study, Work Experience

Board Approved: 6/11/2019

2.5% Increase over 2017/2018

102 A Work Experience/Directed Studies

\$236.32

Applies to Work Experience, Directed Study, and other activities paid on a per student basis.

101 B Non-Instructional Per Hour Rate

\$86.78

Applies to non-instructional work, including:

- Overload work by full-time non-instructional faculty
- Work by adjunct non-instructional faculty
- Participation by adjunct non-instructional faculty in Professional Development Day (per Article 9.14)
- Participation by adjunct faculty in the Adjunct Faculty Orientation
- Faculty work on committees outside the normal contract year
- Participation by adjunct faculty in Norming activity as a preparation for board (holistic) grading
- Assessment placement
- Program review by adjunct faculty
- Curriculum development by adjunct faculty
- Grant writing by adjunct faculty
- Part-time program coordination by adjunct faculty
- Any other professional non-teaching assignment outside the regular contract for which there is not a negotiated rate

Compensation for other non-teaching duties:

1. Professional Development Days

Participation by adjunct instructional faculty in Professional Development Days shall be paid from the Adjunct Salary Schedule (Lecture, Lab, or a combination of Lecture and Lab according to the adjunct faculty member's instructional assignment).

2. Faculty Evaluation

Evaluation of adjunct faculty by full-time faculty shall be paid in accordance with Article 19.4.4 of the Faculty Contract.

3. Travel between Campuses – Concurrent Assignments

Faculty members who are required to provide service at the home college and an additional District site during the same day shall be paid for their travel between the home college and the additional site in accordance with Article 4.8.2 of the Faculty Contract.

San Jose Evergreen Community College District
CONTENTS PAGE FOR ADJUNCT FACULTY EVALUATION

Faculty Member's Name: _____ College: _____

Date Of Hire: _____ Evaluation is for the period of: _____

SRP Status: ___ Granted SRP at **EVC** or **SJCC** (circle one) on this date: _____
 ___ Seeking SRP at **EVC** or **SJCC** (circle one); currently in 1st 2nd 3rd semester
 ___ No SRP

Adjunct Evaluation Committee Names

Immediate Administrator/Designee: _____

Peer Evaluator: _____

Mentor (if applicable): _____

Documents to include in this evaluation packet:

1. Evaluation by Administrator
2. Observation of Performance
3. Summary of Student Evaluation Scantron Form (every semester)
Provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
4. Summary Report

San Jose-Evergreen Community College District
SUMMARY EVALUATION ADJUNCT FACULTY

Faculty Member: _____

Date of Hire: _____

Evaluation Period: _____

NOTE: Any rating of "Needs Improvement" or "Unsatisfactory" must be accompanied by all documentation that was used to arrive at such rating.

Reviewed recommendation(s) from previous evaluation(s), if applicable. Yes () No ()

Indicate recommendations in the following areas:

- A. Demonstrated proficiency in subject matter and/or area of responsibility:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory
- B. Communicates well with students:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory
- C. Overall Evaluation:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory

___ **Granted SRP at EVC or SJCC (circle one) on this date:** _____

___ **Seeking SRP at EVC or SJCC (circle one) ; currently in 1st 2nd 3rd semester**

___ **No SRP**

☐ Complied with self-evaluation component.

Signatures

Peer Evaluator: _____
type/print name signature date

Immediate Administrator/Designee: _____
type/print name signature date

To Adjunct Faculty: Evaluations are filed in the adjunct faculty's personnel file maintained in the Office of Academic Support/Services. When derogatory information appears in an evaluation, Section 6.4 of the Collective Bargaining Agreement provides that the information shall not be entered or filed in the faculty member's personnel file until he/she is given written notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Please sign below acknowledging that you have the right to attach your response to derogatory statements within ten working days.

Adjunct Faculty's Signature of Acknowledgement: _____

Adjunct Faculty's Comments: (A separate sheet may be used)

Signature: _____

Date: _____

APPENDIX E

200

San Jose-Evergreen Community College District
CONTENTS PAGE FOR TENURE-TRACK FACULTY EVALUATION

Faculty Member's Name: _____ **College:** _____

Date of Hire: _____ **Evaluation is for the period of** _____

Circle year of Tenure Process: 1 2 3 4

Tenure Review Committee Names (indicate Committee Chair with asterisk)

Immediate Administrator: _____

Administrative Faculty Appointment: _____

Faculty Member's Peer Appointment: _____

Mentor (if applicable): _____

Documents to include in this evaluation packet:

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
 - ☐ Observation Form for Classroom Faculty
 - ☐ Observation Form for Counseling Faculty
 - ☐ Observation Form for Coordinator of Disabled Students Program Services
 - ☐ Observation Form for Health Services Faculty
 - ☐ Observation Form for Librarians
4. **Self-Evaluation**
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

San Jose-Evergreen Community College District
SUMMARY EVALUATION REPORT FOR TENURE-TRACK FACULTY

Faculty Member: _____

Date of Hire: _____

Evaluation Period: _____

___ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable Yes () No ()

For items below, see Article 20.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

Committee's Overall Evaluation: (check one recommendation below)

___ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

___ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

___ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.9.

___ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.9.

☐ Complied with self-evaluation component.

Evaluation Committee:

Committee Member:

_____	_____	_____
Type/Print	Signature	Date

Committee Member:

_____	_____	_____
Type/Print	Signature	Date

Immediate Administrator/Designee:

_____	_____	_____
Type/Print	Signature	Date

Tenure-Track Faculty Member's Comments (optional): _____

Tenure-Track Faculty Member's Signature: _____ Date: _____

President's Comments: _____

President's Recommendation: (Check one recommendation below)

____ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

____ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

____ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 20.9.

____ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 20.9.

President's Signature: _____ Date: _____

FOR OFFICE USE ONLY

Received in the District Human Resources Office

Received by (initials): _____ Date Received: _____

San Jose-Evergreen Community College District
CONTENTS PAGE FOR GRANT-FUNDED NON-TENURED
CATEGORICAL FACULTY EVALUATION

Faculty Member's Name: _____ **College:** _____

Date of Hire: _____ **Evaluation is for the period of** _____

Evaluation Committee Names (indicate Committee Chair with asterisk)

Immediate Administrator: _____

Faculty Member's Peer Appointment: _____

Documents to include in this evaluation packet:

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
 - ☐ Observation Form for Classroom Faculty
 - ☐ Observation Form for Counseling Faculty
 - ☐ Observation Form for Coordinator of Disabled Students Program Services
 - ☐ Observation Form for Health Services Faculty
 - ☐ Observation Form for Librarians
4. **Self-Evaluation**
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

San Jose-Evergreen Community College District
SUMMARY EVALUATION REPORT FOR GRANT-FUNDED
NON-TENURED CATEGORICAL FACULTY

Faculty Member: _____

Date of Hire: _____

Evaluation Period: _____

____ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable Yes () No ()

For items below, see Article 21.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

Committee's Overall Evaluation: (check one recommendation below)

____ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

____ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

____ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

____ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

☐ Complied with self-evaluation component.

Evaluation Committee:

Committee Member:

Type/Print

Signature

Date

Immediate Administrator/Designee:

Type/Print

Signature

Date

Pg 1 of 2

San Jose-Evergreen Community College District
SUMMARY EVALUATION REPORT FOR GRANT-FUNDED
NON-TENURED CATEGORICAL FACULTY

Faculty Member's Comments (optional): _____

Faculty Member's Signature: _____ Date: _____

President's Comments: _____

President's Recommendation: (Check one recommendation below)

____ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

____ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

____ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

____ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: _____ Date: _____

FOR OFFICE USE ONLY
Received in the District Human Resources Office
Received by (initials): _____ Date Received: _____

San Jose-Evergreen Community College District
CONTENTS PAGE FOR TENURED FACULTY EVALUATION

Faculty Member's Name: _____ **College:** _____

Date of Hire: _____ **Evaluation is for the period of** _____

Evaluation Committee Names (indicate Committee Chair with asterisk)

Immediate Administrator: _____

Faculty Member's Peer Appointment: _____

Documents to include in this evaluation packet:

1. **Job Description**
2. **Administrator's Evaluation of Faculty**
3. **At least one of the following Forms from each evaluator:**
 - ☐ Observation Form for Classroom Faculty
 - ☐ Observation Form for Counseling Faculty
 - ☐ Observation Form for Coordinator of Disabled Students Program Services
 - ☐ Observation Form for Health Services Faculty
 - ☐ Observation Form for Librarians
4. **Self-Evaluation**
5. **Summary of Student Evaluation Scantron Forms** (*every semester*)
For each class, provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
6. **Growth and Development Plan**
7. **Improvement Plan** (if applicable)
8. **Summary Evaluation Report**
9. **Optional Written Response to Summary Evaluation Report** (if completed)

**San Jose-Evergreen Community College District
Summary Evaluation Report for Tenured Faculty**

Faculty Member: _____

Date of Hire: _____

Evaluation Period: _____

___ Check if timelines have not been followed

Reviewed recommendation(s) from previous evaluation, if applicable

Yes

No

For items below, see Article 22.6
A. Demonstrated Competency in Performing Professional Responsibilities
B. Worked effectively with the campus community
C. Met organizational criteria
D. Demonstrated progress in Professional Growth and Development

Committee's Overall Evaluation: (check one recommendation below)

___ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

___ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

___ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

___ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

☐ Complied with self-evaluation component.

Evaluation Committee:

Committee Member:

Type/Print

Signature

Date

Immediate Administrator/Designee:

Type/Print

Signature

Date

Pg 1 of 2

**San Jose Evergreen Community College District
Summary Evaluation Report for Tenured Faculty**

Tenured Faculty Member's Comments (optional): _____

Tenured Faculty Member's Signature: _____ Date: _____

President's Comments: _____

President's Recommendation: (Check one recommendation below)

_____ **Distinguished Performance** – exceeds the requirements of the assignment. The evaluation shall include notations of exceptional performance.

_____ **Proficient Performance** – meets the requirements of the assignment. The evaluation may include notations of exceptional performance.

_____ **Needs Improvement** – to meet the requirements of assignment. The evaluation shall include notations of areas to be improved. An Improvement Plan is required as per section 21.8.

_____ **Does Not Meet the Requirements of Assignment** –The evaluation shall include specific areas of unsatisfactory performance. If this recommendation is made an Improvement Plan is required as per section 21.8.

President's Signature: _____ Date: _____

FOR OFFICE USE ONLY

Received in the District Human Resources Office

Received by (initials): _____ Date Received: _____

San Jose Evergreen Community College District
CONTENTS PAGE FOR FULL-TIME TEMPORARY AND TENURE-TRACK CONTRACT
FACULTY WORKING UNDER AN INITIAL SPRING SEMESTER CONTRACT EVALUATION

Faculty Member's Name: _____ College: _____

Date Of Hire: _____ Evaluation is for the period of: _____

Evaluation Committee Names

Immediate Administrator/Designee: _____

Peer Evaluator: _____

Mentor (if applicable): _____

Documents to include in this evaluation packet:

1. Evaluation by Administrator
2. Observation of Performance
3. Summary of Student Evaluation Scantron Form (every semester)
Provide a numerical summary of the objective items on the Student Evaluation Scantron Form as well as a typed copy of student comments.
4. Self-Evaluation
5. Summary Report

San Jose Evergreen Community College District
SUMMARY EVALUATION FULL-TIME TEMPORARY AND TENURE-TRACK CONTRACT
FACULTY WORKING UNDER AN INITIAL SPRING CONTRACT

Faculty Member: _____

Date of Hire: _____

Evaluation Period: _____

NOTE: Any rating of “Needs Improvement” or “Unsatisfactory” must be accompanied by all documentation that was used to arrive at such rating.

Reviewed recommendation(s) from previous evaluation(s), if applicable. Yes () No ()

Indicate recommendations in the following areas:

- A. Demonstrated proficiency in subject matter and/or area of responsibility:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory
- B. Communicates well with students:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory
- C. Overall Evaluation:
___Distinguished ___Proficient ___Needs Improvement ___Unsatisfactory

☐ Complied with self-evaluation component.

Signatures

Peer Evaluator: _____
type/print name signature date

Immediate Administrator/Designee: _____
type/print name signature date

To Faculty: Evaluations are filed in the faculty’s personnel file maintained in the District Human Resources Office. When derogatory information appears in an evaluation, Section 6.4 of the Collective Bargaining Agreement provides that the information shall not be entered or filed in the faculty member’s personnel file until he/she is given written notice and an opportunity to review and comment thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction. Please sign below acknowledging that you have the right to attach your response to derogatory statements within ten working days.

Faculty’s Signature of Acknowledgement: _____

Faculty’s Comments: (A separate sheet may be used)

Signature: _____

Date: _____

San Jose Evergreen Community College District

Faculty Service Area (FSA) Request Form

Must Be Submitted By February 15th

☐ Add an FSA

- Complete District Academic Equivalency Form
- Submit to Human Resources with backup documentation, original transcripts, etc.

☐ Correction to FSA

- Submit a brief explanation of what you feel is wrong with your currently listed FSA.

☐ Delete FSA

- Submit a brief explanation showing reasons for your request to delete an FSA.

Name _____ Campus: _____
(Please print):

Signature: _____ Date: _____

SAN JOSE·EVERGREEN COMMUNITY COLLEGE DISTRICT

Leave Request Form

All absences should be requested and approved prior to the leave being taken except in emergencies

Name: _____

Department: _____

I request (type of leave):

- ☐ Sick* ☐ Vacation ☐ Bereavement ☐ Unpaid Leave
- ☐ Personal Necessity ☐ Personal Business (Faculty) ☐ Long term
- ☐ Child rearing ☐ other (military, jury, etc.)

for _____ day (number of days) _____ (dates).

Signature of Employee

Date

Signature of Supervisor

Date

*Sick leave may require medical certification. Please refer to the collective bargaining contract:
FA Article 13
CSEA Article 13
Board Policy 2600

Please forward a copy of all leave requests, except vacation and personal, to Human Resources.

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

San Jose City College/Evergreen Valley College

MEDICAL RELEASE TO WORK

EMPLOYEE'S NAME _____

EMPLOYEE'S JOB TITLE _____

WORK SCHEDULE _____ HOURS PER DAY _____ HOURS PER WEEK _____

Date of visit: _____ Re-evaluation on: _____

Employee was ill and unable to work from _____ through _____

Based on the attached job description, employee:

☐ Can return to full duties with NO RESTRICTIONS on: _____

OR

☐ Can participate in a modified work program starting _____ and continuing to _____

If modified work is not available, is this patient then able to work for this time period? ☐ Yes ☐ No

☐ Restrictions, based on the above stated hours per day, employee can:

stand/walk _____ hours at a time _____ total hours ☐ no restrictions

sit _____ hours at a time _____ total hours ☐ no restrictions

drive _____ hours at a time _____ total hours ☐ no restrictions

Lift/Carry: (Occasionally = up to 1/3 workday. Frequently = up to 2/3 workday)

0-10 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

11-25 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

26-40 lbs. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

Employee is able to:

bend ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

squat ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

kneel ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

climb ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

reach above shoulders ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

perform rep. hand mot. ☐ not at all ☐ occasionally ☐ frequently ☐ no restrictions

Doctor's Signature

Date

Doctor's Name (please print)

Telephone

Address

City

State

Zip

**San Jose-Evergreen Community College District
Catastrophic Illness Leave**

Application for Sick Leave Form

I, _____, Faculty member of the San Jose/Evergreen
(Please print your name)

Community College District, hereby request that additional sick leave days be credited to me from the District's Catastrophic Illness (CIL) Leave Bank. I understand that this CIL can only be used for catastrophic illness. Attached is a physician's certification statement, which verifies the catastrophic illness or injury as defined in the Faculty Collective Bargaining Agreement. I further understand that to be eligible for this benefit, I must have exhausted all accrued sick leave.

I am requesting _____ sick days from the CIL bank.

Faculty Member's Name (Please print)

Employee Identification Number

Faculty Member's Signature

Date

Director, Human Resources

Date

AFT 6157 President's Signature

Date

To Be Completed by Human Resources

Sick Leave Balance prior to application: _____

Sick Leave Balance after receiving donated days: _____

Date



**Catastrophic Illness Leave
Donation of Sick Leave Form**

I, _____, a faculty member of the San Jose·Evergreen
(Please print your name)

Community College District, request to donate sick leave from my accumulated District sick leave balance and affirm that I have read the Catastrophic Illness Leave (CIL) procedure. I further understand that donated sick leave becomes the property of the San Jose/Evergreen Community College District sick leave donation bank, and under no circumstances will it be returned. Your donation of sick leave (see below) ensures your right to access the Catastrophic Illness Leave Fund per Article 13.21

Full-Time Faculty: I hereby direct the San Jose·Evergreen Community College District to transfer from my accumulated sick leave balance (**in 1 day increments**) _____ day(s), not to exceed **fifteen (15)** days to be donated to the sick leave donation bank.

Adjunct Faculty: I hereby direct the San Jose·Evergreen Community College District to transfer from my accumulated sick leave balance (**minimum 3.4 hours**) _____ hours not to exceed **17 hours** to be donated to the sick leave donation bank.

Faculty Member's Name (please print)

Employee ID

Faculty Member's Signature

Date

Vice Chancellor- Human Resources

Date

Submit Form to Human Resources Analyst

To Be Completed by Human Resources

Sick Leave Balance prior to donation: _____

Sick Leave Balance after donation: _____

Date

SAN JOSE EVERGREEN COMMUNITY COLLEGE DISTRICT

APPLICATION FOR APPROVAL OF UNITS FOR CREDIT ON THE SALARY SCHEDULE (SALARY/CLASS CHANGES)

ADVANCEMENT OF ALL FULL-TIME FACULTY ON SALARY SCHEDULE

Movement across the salary classes is based on continuing educational development of the faculty member. See Article 8.9

ADVANCEMENT OF ALL ADJUNCT FACULTY ON SALARY SCHEDULE

Effective Fall 2007 adjunct faculty were placed on the full time salary schedule at a pro rata amount which meant they were able to advance across the salary schedule. Movement across the salary classes is based on continuing educational development of the faculty member. See Article 9.8

NAME: _____

DIVISION/DISCIPLINE: _____

ASSIGNMENT: _____

COLLEGE: _____

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to Districts Educational Program.**

Faculty may advance across the classes using the following methods: (Check the appropriate box that applies to your proposal.)

PLEASE NOTE: 1, 2 and 3 do not need approval by the PRC. Please submit your paperwork directly to Human Resources.

GRADUATE COURSE (S)

1. ☐ Unit requirements for advancement in classes must be completed after the baccalaureate degree is granted and from an institution recognized by the U.S. Department of Education or the Council on Postsecondary Accreditation.

LEARNING COMMUNITIES

2. ☐ Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member shall receive one (1) semester unit credit 8.9.7.2 (1) and 9.8.5.2 (1). Maximum of six (6) unit equivalents per salary/class change.

SERVICE LEARNING

3. ☐ Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit 8.9.7.2 (2) and 9.8.5.2 (2). Maximum of six (6) unit equivalents per salary/class change.

For 4 and 5:

-
- Submit an electronic copy of application and proposal to Human Resources Office.
 - Submit an electronic copy of completion report to Human Resources Office, pursuant to the requirements stated in Article 8.9.3.2 and 9.8.1.2 and restated in the last paragraph of this form in bold, for credit on the Salary Schedule in that academic year.
-

UNDERGRADUATE COURSE CREDIT (S)

4. ☐ Undergraduate coursework (lower division and upper division courses) may be counted toward salary schedule advancement if it can be demonstrated that such coursework advances the instructional and non-instructional faculty member's skills and/or ability in the teaching or service area. To assure credit, faculty should seek approval from the PRC. (See 8.9.3.1 and 9.8.1.1 last sentence.)

NON-ACADEMIC EXPERIENCE (S)

5. ☐ To receive credit, faculty shall seek approval from the PRC for related academic experience (s). The faculty shall submit a written report of the work completed and its relevant value (8.9.6 and 9.8.4). Attach Proposal. 60 hours shall be required to earn 1 unit. Maximum of six (6) unit equivalents per salary/class change.

PRC Meeting: _____

Action (Undergraduate course credit and related academic experience only):

PROCEDURE FOR SALARY/CLASS CHANGE APPLICATION

- I. Fill out Application and attach your proposal.
- II. Submit proposal to the PRC for approval when undertaking undergraduate units and nonacademic experience in accordance with Article 8.9.3.1 and 9.8.1.1 . Graduate units, service learning and learning community activities are not forwarded by Human Resources to the PRC.

A. Service Learning: ten (10) students per semester = one (1) unit of credit

Develop, implement, supervise and evaluate student service learning projects. Required verification: a list of students participating in service learning.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

B. Learning Communities:

Each unit of linked classroom time (not your own class) equals one (1) semester unit of credit. To qualify, participate in a linked class for a minimum of one hour per week and confer with your colleague on the planning of classroom activities and instructional strategies. Required verification of completion: name of learning community, semester, other faculty member's name and statement of hours spent per week.

A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

C. Related Academic Experience:

Credit may be granted for related academic experiences only if they have been completed outside of assigned working hours. When computing credit for activities for a salary/class change, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of acceptable activities may include but are not limited to the following list:

Continuing Education Units: Required verification of completion: official certificate of completion showing the hours/units completed.

Continuing Education Hours: Required verification of completion: official certificate of completion from a professional association showing the hours completed.

Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.

Workshops, Conferences: Required evidence of completion: official certificate of attendance or equivalent and hours in attendance.

Work Experience, Research/Writing Project and Publication: Required evidence of completion: report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing

project or publication is involved, a copy should be presented to the Committee. A maximum of six (6) unit equivalents may be credited to any single salary/class movement.

III. Preparing the Plan

A. The activities addressed in the plan must be specifically described.

1. When describing academic coursework to be taken, specify dates, course titles and descriptions, institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.
2. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
3. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
4. When work experience or a project is involved, clearly describe the nature of the object, expected amount of time required for completion, etc.

B. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

IV. A member of PRC will inform you in writing of your status.

V. Verification of Completion of the Plan

After completing the activities in the approved plan:

- A.** Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B.** Send official transcript(s) of completed units taken directly to Human Resources.

All required verifying evidence of completion for movement ACROSS the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

**PROFESSIONAL RECOGNITION APPLICATION
Activity Payment**

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: _____
Division/Discipline: _____
Assignment: _____
Campus: _____
Date: _____
Date of Hire: _____

Required components of Plan (attach proposal): (Check the appropriate box that applies to your proposal.)

- ☐ **Proposed goals with statement of relevancy to professional growth.**
- ☐ **Description of activities to achieve goals.**
- ☐ **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- ☐ **Relationship of goals and activities to District's Educational Program.**

Due Date:

Application shall be submitted no earlier than the beginning of the first year of eligibility.
(Faculty Contract, Article 10.2.1)

PRC Meeting: _____
Action: _____

SUBMIT 10 COPIES PLUS ORIGINAL TO P.R.C., IN CARE OF HUMAN RESOURCE OFFICE

PROFESSIONAL RECOGNITION APPLICATION
Steps 14, 17 and 19 Movement

Professional recognition is provided to encourage the continuing mastery of expanding knowledge and of the learning and teaching process.

Name: _____
Division/Discipline: _____
Assignment: _____
College: _____
Date: _____
Date of Hire: _____

_____ Step 14 _____ Step 17 _____ Step 19

Required components of Plan (attach proposal outlining the following):

- **Proposed goals with statement of relevancy to professional growth.**
- **Description of activities to achieve goals.**
- **Method of documenting the activities (transcripts, logs, certificates, etc.).**
- **Relationship of goals and activities to District's educational program.**

Due Date:

- Application shall be submitted no earlier than the beginning of the first year of eligibility (Faculty Contract, Article 10.2.2.1).

-
- All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

Human Resources Department: Current Step _____

PRC Meeting: _____
Action: _____

SUBMIT AN ELECTRONIC COPY OF APPLICATION AND PROPOSAL TO HUMAN RESOURCES OFFICE

ELIGIBILITY FOR PROFESSIONAL RECOGNITION

I. Eligibility to Initiate:

- A. Step 14: 6 years at Step 5 or above.
- B. Step 17: 9 years at Step 5 or above.
- C. Step 19: 11 years at Step 5 or above.

Longevity Requirement:

- A. Step 14: 9 years at Step 5 or above.
- B. Step 17: 12 years at Step 5 or above.
- C. Step 19: 14 years at Step 5 or above.

II. Submission of Plan

- A. A plan may be submitted for Step 14 and Step 17 in Classes IV – VI, and Step 19 in Classes V – VI, no earlier than the first year of eligibility.
- B. In order to submit a plan for Step 17, the applicant must have completed activities for Step 14. The plan may be submitted no earlier than the first year of eligibility placement at Step 14 in Classes IV through VI.
- C. In order to submit a plan for Step 19, the applicant must have completed activities for Step 17. The plan may be submitted no earlier than the first year of eligibility placement at Step 17 in Classes V through VI.

III. When to Begin Activities Specified in the Plans:

- A. When Step 11 has been reached and the plan for Step 14 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and the longevity requirement has been reached (9 years at Step 5 or above), the faculty member will advance to Step 14 according to 10.7.2.
- B. When Step 14 has been reached and a plan for Step 17 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (12 years at Step 5 or above), the faculty member may proceed to Step 17 according to 10.7.2.
- C. When Step 17 has been reached and a plan for Step 19 has been approved, the applicant may initiate activities described in his/her plan. When the plan has been completed, verified by official transcripts or other required documents, and when the longevity requirement has been reached (14 years at Step 5 or above), the faculty member will advance to Step 19 according to 10.7.2.

IV. General Criteria for the Plan

- A. Activities shall have direct and significant relevance to the specific faculty assignment (10.4).
- B. Plan shall have approval **by the PRC** in accordance with Article 10.2.3
- C. The plan shall be equivalent to nine-semester units (10.4.1). **One** quarter unit is 2/3 of a semester unit.
- D. Three units in each plan shall be collegiate-level academic coursework (10.4.1). All coursework shall be completed at a college or university accredited by an agency recognized by the American Council on Education.

V. Unit Criteria for Activities

Credit may be granted for activities only if they have been completed outside of assigned working hours (Section 10.4.3). When computing credit for activities other than academic/continuing education coursework, credit will be awarded on the basis of the documented hours spent on the relevant activities. Examples of

acceptable activities may include but are not limited to the following list:

- A. Academic Coursework. Credit is awarded on the basis of semester units of undergraduate/graduate work granted from an accredited college or university including college credit earned from conferences or institutes. Required verification of completion: official transcript sent directly to the Human Resources Department by an accredited college or university.
- B. Continuing Education Units: Continuing Education Units recorded on an official transcript from a college/university accredited by the American Council on Post-Secondary Education will be credited according to that institution's policy. 1.5 continuing education units earned through at least 15 hours of learning activity are equivalent to one (1) semester unit (10.4.1.a). Required verification of completion: official certificate of completion.
- C. Continuing Education Hours: Continuing Education Hours documented by official certificate from a professional association by the State of California is credited as follows: 15 hours per semester unit. Without such official documentation, credit is awarded on a 45 hour per semester unit basis.
- D. Instructionally-Related Travel: If the plan for professional recognition increment includes travel, the plan shall show the relationship of the proposed travel experience to the professional growth of the applicant, and describe the educational benefit and relevancy. Credit shall be awarded for the time spent on the relevant activity. Forty-five (45) hours is the equivalent of one (1) semester unit with a maximum of three (3) units in any 9-unit block (10.4.2). Required verification of completion: travel report which includes a log of dates, number of hours, and short description of relevant activities.
- E. Workshops, Conferences: For District-sponsored in-service training or workshops, one (1) semester unit will be allowed for each forty-five (45) hours of participation at such sessions if the sessions are held outside the unit member's assigned working hours (10.4.3). Required evidence of completion: official certificate of attendance or equivalent.
- F. Work Experience, Research/Writing Project and Publication: Sixty (60) hours in "work experience" equals one (1) semester unit (maximum of three (3) units in any 9-unit block) (Section 10.4.1.b). Required evidence of completion: Report which includes a log of dates and number of hours spent on relevant activities, and documentation, such as an official letter related to the work experience and research. If a writing project or publication is involved, a copy should be presented to the Committee.
- G. Learning Communities: Faculty members who participate in learning communities can receive credit. For every unit of linked-class time (not faculty member's own class) a faculty member can receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step. (10.3.8.2) (1).
- H. Service Learning: Faculty members who include service learning projects in their curriculum can receive credit. For every ten (10) students in a service learning project per semester, the faculty member shall receive one (1) semester unit credit. Maximum of six (6) unit equivalents per step (10.3.8.2) (2).

VI. Preparing the Plan-

The written plan should address these specific requirements:

1. The overall purpose/goal must be clearly defined. All varied and enriching activities should be related to the overall goal. In this sense, the applicant will have developed a "plan" rather than a list of several activities which may/may not have an apparent relationship to an overall goal.
2. The activities addressed in the plan must be specifically described.
 - a. When describing academic coursework to be taken, specify dates, course titles and descriptions,

institution(s), and number of quarter/semester units. If exact course is unknown when submitting the plan, the applicant should provide a list of possible courses.

- b. When describing travel activities, specify what will be completed, time frame, place, etc. and describe the educational benefit and relevancy.
 - c. For workshops or conferences, specify the host organization(s), approximate dates, and type of sessions typically included in the program(s).
 - d. When work experience or a project is involved, clearly describe the nature of the project, expected amount of time required for completion, etc.
3. Finally, each plan should address how the overall goal and specific activities are directly and significantly related to the assignment and to the overall educational program in the District.
 4. Applications should be submitted to the Human Resources Office (10.2.3).
 5. Modifications: If the applicant wishes to make any changes, those changes must be submitted in writing to the PRC for approval. The plan change must be approved before applicant acts on the changed activities.

VI Verification of Completion of the Plan

After completing the activities in the approved plan:

- A. Submit a written report to the PRC through the Human Resources Department describing the completed activities. Provide summaries, verification of attendance and logs for workshops, work experience, projects as required.
- B. Send official transcript(s) of completed units taken directly to Human Resources.

All required verifying evidence of completion for movement down the salary schedule must be submitted to Human Resources. Verified information received by the 15th of any month within a regular annual payroll cycle for that faculty member shall be entitled movement on the pay schedule in the next monthly pay period, provided that the faculty member would have received a paycheck in that month. Verified information received after the 15th of the month or verified information received in a month which there is no regular pay period following, shall be paid in the next regular pay cycle.

SAN JOSE-EVERGREEN COMMUNITY COLLEGE DISTRICT
San Jose City College/Evergreen Valley College

Office of Human Resources
Vice Chancellor, Human Resources

40 S. Market Street
San Jose, CA 95113
Phone: 408-270-6404

SABBATICAL LEAVE APPLICATION COVERSHEET*
REVIEW CONTRACT ARTICLE 14

Name: _____

Department: _____ **College:** _____

Semester or Year for Sabbatical Leave: _____

DEADLINE: RECEIPT BY HUMAN RESOURCES NO LATER THAN
5:00 P.M., NOVEMBER 1

(If November 1 falls on a weekend, the deadline is extended to the next school day.)
Submit to the Office of Human Resources

The functions of the Professional Recognition Committee (PRC) are to assist sabbatical applicants to prepare an application that follows the required format and to facilitate the PRC's recommendation to the Chancellor and Board of Trustees. Applicants are encouraged to meet with the PRC or to contact individual PRC members during preparation of the application. After PRC members have had an opportunity to read the applications, each applicant will be invited to a PRC meeting for the purpose of reviewing the application for mutual understanding and clarification.

The attached Abstract and Plan constitutes my Sabbatical application.

Signature _____
Date

Received by: (Please sign)	<u>Date</u>
<u>Time</u>	
Dean: _____	_____
President: _____	_____
Human Resources: _____	_____
<u>Action</u>	<u>Date</u>
PRC _____	_____
Chancellor _____	_____
Board of Trustees _____	_____

*Remove and staple this sheet to Sabbatical Plan.

SABBATICAL APPLICATION FORMAT

The Sabbatical application must contain an Abstract with four topic headings (explained in Part I) and a Sabbatical Plan with seven topic headings (explained in Part II).

Part I. Abstract: Sabbatical Abstracts are sent to the Board of Trustees for approval. Applicants must prepare a written, abstract addressing their overall plan for a sabbatical. The Abstract must be presented in a professional format, style, and content. The Abstract may not exceed two pages. Applicants should be clear, concise, and avoid generalities. Applicants should use the following list of topic headings in preparing the Abstract:

A. Need for Sabbatical Growth

Describe how the sabbatical will lead to professional growth, the nature of the professional growth, and how the professional growth will enhance current strengths and/or address weaknesses and improve the ability to serve students.

B. Sabbatical Activities

Describe the planned sabbatical activities and how the activities will be carried out.

C. Anticipated Outcomes

Describe the expected benefits the sabbatical will have on students, instructors, and the District.

D. Means of Measurement

Specify the documentation necessary to show that the sabbatical activities have been successfully completed. Means to measure completion must be stated explicitly.

Part II. Sabbatical Plan Applicants should start a new page and use these specific topic headings in their plan:

A. Description of Overall Proposal

Define the project clearly. Explain the intent of the project, state how the project relates to your assignment, indicate how the project correlates with the goals of the District/College, and substantiate the need for a one-or two-semester leave.

B. Objectives

1. Number the objectives.
2. Draft objectives clearly so the completion of each objective can be documented.
3. Relate the objectives to your assignment and the goals of the District/College.

C. Evidence of Completion

This section is critically important and should be carefully thought out.

The sabbatical is a contract, and in this section the applicant is indicating how he/she will provide documentation of completion of the objectives.

The applicant should be as specific as possible and avoid generalities. If the sabbatical consists of taking certain courses at an accredited college, then transcripts of grades are usually sufficient. Documentation of creative projects and/or travel may be more complex; however, the PRC encourages such proposals.

D. Relationship to Current Assignment and Improvement of Student Learning

Indicate how the project will foster significant professional/personal growth. Specify the anticipated improvements to student learning. Document any District, College, or academic discipline support for the project and its implementation.

E. Calendar

1. Provide sufficient detail to justify the sabbatical time requested.
2. Indicate any preplanning activities, such as completion of a course that is a prerequisite to a sabbatical course, admission approval, travel arrangements, etc.
3. Give details when each segment of the activities will take place.
4. Include when reports are due to the PRC.

F. Funding

If funding other than sabbatical rate salary is required, indicate the source of such funds (e.g., Grants, District) and any agreements made.

G. Need for Sabbatical

Explain why the activities of the sabbatical cannot be accomplished during the regular assignment.

IMPORTANT INFORMATION

Review Article 14 for all sabbatical requirements.

Eligibility--Apply in the sixth year of consecutive full-time service for the next year. Leaves of absence granted by the Board of Trustees shall not be deemed a break in service

Compensation—(1) One year with a grant of equal to 100% of the basic annual salary or (1) semester with a grant equal to 100% of one half year's salary. Faculty on sabbatical may cash out banked leave for up to 40% overload pay per Article 15.4.4.

Process and Approval—Application shall be submitted to the dean for comments and then routed as follows: → College President → Human Resources → Professional Recognition Committee → Chancellor → Board of Trustees.

Service Obligation---Recipients of sabbatical leaves shall contract to serve the District for twice the period of leave in full time service.

Sabbatical Documentation--

- *Interim Reports*--Midpoint of each semester.
- *Final Written Report*--Due by the end of the first returning semester. Reports sent to PRC.
- *Oral Report*--Presented to college group during the first semester back from sabbatical.

REQUEST FOR FACULTY REDUCED WORKLOAD RETIREMENT PLAN
Article 18.2

President's Signature	Date
-----------------------	------

Please forward this approved copy to Human Resources for Board of Trustee approval by April 1.

San Jose Evergreen Community College District

EMPLOYEE CLASS ENROLLMENT FEE WAIVER

Name: _____

Employee # _____

Department: _____

Location: ☐ EVC ☐ SJCC ☐ D.O.

Semester/Year request is for: _____

Classification: _____

The Employee Class Enrollment Fee Waiver provides the opportunity to attend classes within the San Jose/Evergreen Community College District. Courses must be taken outside of the employee's normal work schedule. This is not a guarantee of enrollment in a class(es); employees who wish to enroll in a course must submit to normal District processes regarding admission and enrollment.

Human Resources will verify your employee status as a regular employee. When completed forward this form to the Office of Admissions and Records. **Please note: A new form is required for each semester.**

Please check the appropriate box listed below:

☐ **I am a full time, AFT 6157 Bargaining Unit Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)

☐ **I am an active Adjunct Faculty Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.11)

☐ **I am Retired Faculty Member:** Effective spring 2003, the SJECCD will pay all fees for Faculty who choose to take classes at SJECCD. (See Article 4.10)

☐ **I am a Classified, CSEA Bargaining Unit Member:** Effective spring 1998, the SJECCD will pay the unit fee only for CSEA members who choose to take classes at SJECCD. Such courses may also be eligible for Professional Growth payments if classes were taken after the employee has completed the (1) one year probationary period.

Please note: All other fees associated with the employee registration, as a student, are the responsibility of the employee/student.

Effective spring 2003, the SJECCD will pay all fees for Managers, Supervisors and Confidential employees of the District who choose to take classes at SJECCD.

☐ **I am a Manager** ☐ **I am a Confidential Employee**

☐ **I am a Supervisor**

I have read the information above and understand the conditions of the Employee Class Enrollment Fee Waiver which applies to me.

Employee Signature: _____ Date: _____

Human Resources Only:

This is to verify that the employee whose name appears above, is eligible as a regular employee of the San Jose/Evergreen Community College District for the Employee Class Enrollment Fee Waiver.

Admissions & Records Only:

Date: _____

CRT'd _____

Total Units: _____

Amt Waived: _____

Amt Paid: _____

The above named employee is:

☐ ELIGIBLE ☐ NOT ELIGIBLE

Human Resources representative signature:

San Jose-Evergreen Community College District
Student Evaluation Form for Teaching Faculty

About the Course:

1. Course met its stated objectives.
2. Textbook and other reading material were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. For lab courses, lab policies and procedures were explained clearly.
5. For lab courses, equipment and materials were useful in helping me succeed in this course.
6. Course content was presented in a well-organized manner.
7. Tests were clearly written.
8. Tests were related to subject matter.
9. Grading was fair and followed the course outline/syllabus.

About the Instructor:

10. Kept to the subject matter.
11. Made the class interesting for students.
12. Knew the subject matter for this course.
13. Was well prepared for class sessions.
14. Kept class for full session.
15. Encouraged students to ask questions and participate in class discussions.
16. Encouraged individual thinking and differences of opinion.
17. Used class time effectively.
18. Maintained classroom atmosphere which encourages learning.
19. Communicated information and directions clearly.
20. For full time faculty, was accessible for individual conferences during office hours.
21. Conducted class in a way that stimulated critical thinking.
22. Began class on time.
23. Generally, returned papers, tests, and other work within two weeks of collecting them.
24. Responded to questions about my overall progress.
25. Acknowledged student comments and questions and responded appropriately.
26. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
27. I would recommend this instructor to someone who is going to take this course.

Comments:

28. Section Number and Instructor's Name
29. What did you like about this course?
30. Was the amount and type of assigned course work reasonable? Explain.
31. What specific changes could improve this course?
32. Please make any additional comments or suggestions about this course and/or this instructor.

San Jose-Evergreen Community College District
English As A Second Language Student Evaluation Form For Teaching Faculty

Name of Teacher_____

Date_____

Name of Class_____

Fall_____ Spring_____ 20____

Please Do Not write your name on this paper.

Please check **Yes**, **Sometimes**, or **No** on this paper.

	YES	SOMETIMES	NO
1. This teacher explains the purpose of this class.	_____	_____	_____
2. This teacher explains each lesson clearly.	_____	_____	_____
3. This teacher makes the class interesting for students.	_____	_____	_____
4. This teacher knows the subject well.	_____	_____	_____
5. This teacher respects students.	_____	_____	_____
6. This teacher listens to the opinions of students.	_____	_____	_____
7. This teacher helps me learn.	_____	_____	_____
8. I can understand this teacher.	_____	_____	_____
9. This teacher tells me how I am doing in the class.	_____	_____	_____

IF YOU WANT TO, PLEASE COMMENT:

What do you find helpful about this class?

What will make this class better?

TA'd 10-11-02

San Jose Evergreen Community College District

**Student Evaluation Form For Counselors
(Includes All Special Program Counselors)**

About the Counselor:

1. Answered my questions.
2. Made efforts to help me.
3. Showed respect for my point of view.
4. Displayed sensitivity to my concerns.
5. Communicated effectively
6. Assisted me in considering career and academic options and examining alternatives.
7. Clarified my career and educational plans.
8. Understood requirements for graduation, transfer, and/or certificate programs.
9. Referred me to other resources and services on campus.
10. Referred me to other resources and services off-campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
12. I would recommend this counselor to other students.

For students who are participating in the Disabled Student Program and Services:

13. Understood the range and degree of my disabilities.
14. Assisted me with the accommodation I needed.

Name of Counselor: _____

Date/Time of Appointment: _____

Comments:

15. What did this counselor do particularly well?
16. What specific improvements could this counselor make?
17. Please make any additional comments or suggestions about this counseling session.

San Jose-Evergreen Community College District
Student Evaluation Form For Librarian

About the Librarian:

1. Taught the students how to find the appropriate materials and resources.
2. Demonstrated knowledge of resources available in the library.
3. Explained the library resources that were available to the students.
4. Made efforts to help students.
5. Referred students to other resources off campus.
6. Communicated information and directions clearly.
7. Acknowledged students' comments and questions and responded appropriately.
8. Encouraged students to ask questions about the class or the library.
9. Treated students fairly with respect to age, gender, disability, nationality, race, religion and sexual orientation.
10. I would recommend this librarian to students who need assistance in doing research.

Name of Librarian _____

Date _____

Comments:

1. What did the librarian do particularly well?
2. What specific improvements could this librarian make?

San Jose Evergreen Community College District
Student Evaluation Form For Health Services Faculty

About the Nurse:

1. Made efforts to help me.
2. Assisted me with my individual needs.
3. Was sensitive to my health situation.
4. Seemed attentive to me as an individual.
5. Assisted me in clarifying my questions and/or treatment.
6. Answered my questions.
7. Helped me to identify the steps to reach my goals.
8. Provided me with information about my health related issues.
9. Referred me to other campus resources and/or provided education.
10. Referred me to other resources off campus.
11. Treated me fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.

Name of Nurse _____

Date/Time of appointment _____

Comments:

1. What did the nurse do particularly well?
2. What could have made your visit more helpful?

San Jose-Evergreen Community College District
Student Evaluation Form for Faculty

Online Courses

About the Course:

1. Course met its stated objectives.
2. The materials were useful in helping me succeed in this course.
3. Course objectives and grading policies were distributed and clearly explained.
4. Amount and types of assigned course work were reasonable.
5. The organization of course materials placed online (content modules, lectures, assignments, etc.) were presented in a well-organized manner.
6. Assignments and exams were related to the objectives/competencies stated in the course syllabus.
7. The technology was accessible and easy to use.
8. Grading was fair and followed the course outline/syllabus.

About the Instructor:

9. Kept to the subject matter.
10. Knew the subject matter for this course.
11. Encouraged students to ask questions and participate in online class discussions.
12. Encouraged individual thinking and differences of opinion.
13. Maintained atmosphere which encourages learning.
14. Responded to students in a timely manner.
15. The orientation for the online class effectively prepared me to use the technologies involved in this course.
16. The handouts, lectures, or postings were appropriate, clear, and informative.
17. Conducted class in a way that stimulated critical thinking.
18. Generally, returned papers, tests, and other work within two weeks of collecting them.
19. Responded to questions about my overall progress.
20. Acknowledged student comments and questions and responded appropriately.
21. Conducted class fairly with respect to age, gender, disability, nationality, race, religion, and sexual orientation.
22. I would recommend this instructor to someone who is going to take this online course.

Comments:

23. Section Number and Instructor's Name
24. What did you like about this course?
25. Was the amount and type of assigned course work reasonable? Explain.
26. What specific changes could improve this course?
27. Please make any additional comments or suggestions about this course and/or this instructor.

San Jose Evergreen Community College District
ADMINISTRATOR'S EVALUATION OF FACULTY

FACULTY MEMBER'S NAME: _____

Evaluator: _____

Date: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Professional Qualities

A. Organizational

	RATING	COMMENTS
1. Demonstrates cooperation and sensitivity in working with colleagues and staff.		
2. Accepts constructive criticism.		
3. Submits required departmental reports/information, including census, and/or positive attendance and grade sheets on time.		
4. * Attends required meetings.		
5. Maintains adequate and appropriate records.		
6. ** Maintains office hours (Adjunct faculty per Article 9.11).		
7. Contributes positively to the overall effectiveness of the discipline or department.		
8. ** Provides students with a written course syllabus that explains the evaluation process, expectations, requirements, assignments, course content, important dates, and instructor contact information, etc.		

B. Professional Contributions

1. * Participates in faculty responsibilities such as: course/curriculum development, program review, projects, committees, participation in governance, peer evaluations, research and special projects as needed in the discipline, department, college and/or district.

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NOTE: *Not required for Adjunct Faculty

**** For Instructional Faculty**

**San Jose Evergreen Community College District
OBSERVATION FORM FOR CLASSROOM FACULTY**

FACULTY MEMBER'S NAME: _____

Course: _____

Date of Observation: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Classroom Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials.		
4. Teaches at an appropriate level for the course.		
5. Communicates ideas clearly, concisely, and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Demonstrates sensitivity to different student learning styles.		
8. Stimulates student interest in the material presented.		
9. Uses class time efficiently.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

Evaluator: _____

Date: _____

**San Jose/Evergreen Community College District
OBSERVATION FORM FOR ONLINE FACULTY**

FACULTY MEMBER'S NAME: _____

Course: _____

Date of Observation: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Online Faculty

	RATING	COMMENTS
1. Demonstrates current knowledge of the subject material.		
2. Adheres to the course outline or content.		
3. Employs effective teaching methodologies and materials consistent with online/hybrid instruction.		
4. Teaches at an appropriate level for the course.		
5. Presents online course content clearly, concisely and effectively.		
6. Maintains student-faculty relationship conducive to learning.		
7. Promotes student opportunities for questions about course content.		
8. Initiates and maintains regular effective contact with the class.		
9. Communicates expectations that are well-defined regarding student and participation in the course.		
10. Demonstrates sensitivity in working with diverse students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

Evaluator: _____

Date: _____

TA'd 2/26/16

**San Jose Evergreen Community College District
OBSERVATION FORM FOR COUNSELING FACULTY**

FACULTY MEMBER'S NAME: _____

Evaluator: _____

Date: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Counselors

	RATING	COMMENTS
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Helps students define and seek solutions to problems.		
4. Researches questions brought by students, or directs students to appropriate sources of information.		
5. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
6. Demonstrates knowledge of career inventory and personality assessment tools.		
7. Demonstrates knowledge of programs, policies and requirements of institutions to which students will transfer.		
8. Demonstrates knowledge of District policies and procedures affecting students.		
9. Demonstrates effective communication with classroom faculty, staff and administrator regarding courses, programs and students.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

San Jose Evergreen Community College District
OBSERVATION FORM FOR HEALTH SERVICES FACULTY

FACULTY MEMBER'S NAME: _____

Evaluator: _____ **Date:** _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Health Services Faculty

	RATING	COMMENTS
1. Serves as the health resource professional on campus.		
2. Develops and implements health services programs that benefit the college community.		
3. Develops and provides student resources that contribute to health and educational success.		
4. Demonstrates knowledge of legislation and public health regulations that impact health services.		
5. Provides leadership and runs assigned programs effectively.		
6. Serves students' health needs within the parameters of the College Health Services.		
7. Communicates information clearly, concisely, and effectively.		
8. Coordinates health services with campus and district programs.		
9. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

TA'd 9/25/02

San Jose-Evergreen Community College District
OBSERVATION FORM FOR COORDINATOR OF Disabled Students Program (DSPS)

FACULTY MEMBER'S NAME: _____

Evaluator: _____

Date: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

DSPS Coordinator

	RATING	COMMENTS
1. Is receptive to students, creates effective DSPS service environment.		
2. Provides leadership and coordinates program effectively.		
3. Helps students define and seek solutions to problems.		
4. Is effective in administering DSPS program development, budgets, services, external reporting and accountability.		
5. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
6. Demonstrates knowledge of course offerings, programs, resources for students, general and approved major requirements for graduation and certificates.		
7. Is an advocate for accessibility on campus and in the community.		
8. Demonstrates knowledge of programs, policies and requirements of area colleges and universities.		
9. Demonstrates knowledge of District policies and procedures affecting students.		
10. Demonstrates effective communication with classroom faculty, staff and administrators regarding issues pertaining to students with disabilities.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

**San Jose Evergreen Community College District
OBSERVATION FORM FOR LIBRARY FACULTY**

FACULTY MEMBER'S NAME: _____

Evaluator: _____

Date: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Librarians

	RATING	COMMENTS
1. Promotes access to and use of library.		
2. Communicates information clearly, concisely, and effectively.		
3. Assists students in locating appropriate materials.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Stimulates student interest in the material presented.		
6. Assists in building, organizing, or maintaining library collection.		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of library information science and technology.		
9. Maintains student-faculty relationship conducive to learning.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

San Jose Evergreen Community College District
OBSERVATION FORM FOR ACADEMIC SKILLS FACULTY

FACULTY MEMBER'S NAME: _____

Evaluator: _____

Date: _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Librarians

	RATING	COMMENTS
1. Promotes access to and use of the tutoring center.		
2. Communicates information clearly, concisely, and effectively.		
3. Schedules tutors to serve student appointments and walk-ins on a daily basis; and the schedule meets the varying student needs throughout the term.		
4. Demonstrates sensitivity to differing students learning styles.		
5. Provides training for tutors that addresses pedagogical, behavioral and diversity issues.		
6. Assists in the development and the integration of tutorial and supplemental instruction services in the designated campus-wide strategic plans (e.g. Basic Skills & Student Success)		
7. Creates an environment responsive to the curricular and learning needs of the college.		
8. Keeps current on changes in the field of tutoring and learning support and recommends innovations to maintain the state of art nature of the tutoring center.		
9. Works closely with faculty to identify tutors with appropriate background skills.		
10. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

San Jose Evergreen Community College District
OBSERVATION FORM FOR CASE MANAGER FACULTY

FACULTY MEMBER'S NAME: _____

Evaluator: _____ **Date:** _____

RATING SCALE:

1. Distinguished 2. Proficient 3. Needs Improvement 4. Unsatisfactory 5. Not observed/Not applicable

JOB PERFORMANCE:

Case Manager Faculty

	RATING	COMMENTS
1. Is receptive to students and creates an effective counseling environment.		
2. Listens well and provides opportunities for students to express their concerns.		
3. Develops and implements mental health services programs that benefit the college community		
4. Develops and provides student resources that contribute to mental health and educational success.		
5. Oversees case management/support coordination process.		
6. Demonstrates knowledge of legislation and regulations that impact mental health services; collects appropriate data for reporting purposes.		
7. Provides leadership and runs assigned programs effectively.		
8. Researches questions brought by students, faculty, and staff or directs students to appropriate sources of information.		
9. Communicates information clearly, concisely, and effectively.		
10. Demonstrates knowledge of District and College policies and procedures affecting students.		
11. Demonstrates sensitivity in working with students of diverse racial and ethnic backgrounds, sexual orientation, and disabilities.		

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

Growth and Development Plan Form

1. Describe in the plan how you will demonstrate growth and development in performing instructional responsibilities.
2. Describe in the plan how you will develop/maintain/strengthen/build student-faculty relationships that are conducive to learning.
3. Describe in the plan how you will participate in professional responsibilities as identified in Article 12.5.
4. Provide a list of activities and accomplishments related to professional, organizational, collegial development, and professional responsibilities.
5. List future activities that support professional growth and development. Examples of these activities may include: conferences, committee work, development of teaching strategies, professional accomplishments (awards, grants, publications, research projects, etc)

***Evergreen Valley College and San José City College
PD Day - Alternate Individual Plan Proposal Form***

Name _____ Date: _____

College _____ Full-time
Division/Dean: _____ Adjunct _____

Activities conducted on Professional Development Days may include, but are not limited to those that are listed in Article 11.6 of the Collective Bargaining Agreement.

The plan activities are for fiscal year : _____

Please include a brief description addressing the following:

- 1) Description of planned activity and outcomes.

- 2) Describe how planned activities are related to College/District Goals or growth and development plan.

- 3) The number of hours needed to complete the project/planned activity.
 - Full time Faculty-Require 6 hours
 - Adjunct Faculty-Activity may be up to 4 hours

Faculty Signature: _____ Date _____

Dean's Comments:

Dean Acknowledgment of Receipt _____ Date _____

Reviewed by Professional Improvement Committee (PIC): Approved ☐ Denied ☐ Date: _____

Reasons/Conditions: _____

Professional Improvement Committee
Chair Signature: _____

Original to: PIC for Review and approval

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
Request to Use Banked Leave Form

Name: _____

Division/Department: _____

Date of Request: _____

Amount of Banked Leave Requested: _____

All Bank leave shall be used in order of accrual:

Leave to be used for Fall/Spring 20 _____ semester

Filing deadlines* for requests are April 1 for use in Fall semester and November 1 for Spring Semester.

*Requests by the faculty member for use of banked overload as fill-in for underload must be made within one week of the time the faculty member learns of the underload or prior to the beginning of the semester in which the underload is being taught whichever is later.

MEDICAL PREMIUM RATES EFFECTIVE 10/01/2019 THRU 9/30/2020

Blue Cross Plan	Employee Only →		Employee & Spouse →		Employee & Child(ren) →		Employee & Family →	
	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly
Active	15,012.00	1,251.00	31,416.00	2,618.00	26,028.00	2,169.00	44,856.00	3,738.00
Retirees								
Early (<65)	24,336.00	2,028.00	50,988.00	4,249.00	42,312.00	3,526.00	72,900.00	6,075.00
With Medicare A&B (>65)	9,552.00	796.00	19,104.00	1,592.00		TBD		TBD
Kaiser	Employee Only →		Employee & Spouse →		Employee & Child(ren) →		Employee & Family →	
	Annually	Monthly	Annually	Monthly	Annually	Monthly	Annually	Monthly
Active	9,912.00	826.00	20,736.00	1,728.00	17,160.00	1,430.00	29,652.00	2,471.00
Retirees								
Early (<65)	15,300.00	1,275.00	31,992.00	2,666.00	26,472.00	2,206.00	45,756.00	3,813.00
Senior Advantage (>65 w/Medicare A&B)	5,412.00	451.00	10,824.00	902.00		TBD		TBD

TBD - This rate is to be determined by the dependent's eligibility for Medicare.
Rates through September 30, 2020

Your Summary of Benefits

SISC 100-B \$10 Anthem Classic PPO

This Summary of Benefits is a brief overview of your plan's benefits only. The benefits listed are for both in state and out of state members, there may be differences in benefits depending on where you reside. For more detailed information about the benefits in your plan, please refer to your Certificate of Insurance or Evidence of Coverage (EOC), which explains the full range of covered services, as well as any exclusions and limitations for your plan. In addition to dollar and percentage copays, members are responsible for deductibles, as described below. Please review the deductible information to know if a deductible applies to a specific covered service. Certain Covered Services have maximum visit and/or day limits per year. The number of visits and/or days allowed for these services will begin accumulating on the first visit and/or day, regardless of whether your Deductible has been met. Members are also responsible for all costs over the plan maximums. Plan maximums and other important information appear in *italics*. Benefits are subject to all terms, conditions, limitations, and exclusions of the Policy.

Subject to Utilization Review

Certain services are subject to the utilization review program. Before scheduling services, the member must make sure utilization review is obtained. If utilization review is not obtained, benefits may be reduced or not paid, according to the plan.

Explanation of Maximum Allowed Amount

Maximum Allowed Amount is the total reimbursement payable under the plan for covered services received from Participating and Non-Participating Providers. It is the payment towards the services billed by a provider combined with any applicable deductible, copayment or coinsurance.

PPO Providers—The rate the provider has agreed to accept as reimbursement for covered services. Members are not responsible for the difference between the provider's usual charges & the maximum allowed amount.

Non-PPO Providers—For non-emergency care, reimbursement amount is based on: an Anthem Blue Cross rate or fee schedule, a rate negotiated with the provider, information from a third party vendor, or billed charges. Members are responsible for the difference between the provider's usual charges & the maximum allowed amount.

For Medical Emergency care rendered by a Non-Participating Provider or Non-Contracting Hospital, reimbursement is based on the reasonable and customary value. Members may be responsible for any amount in excess of the reasonable and customary value.

When using Non-PPO and Other Health Care Providers, members are responsible for any difference between the covered expense & actual charges, as well as any deductible & percentage copay.

Calendar year deductible for all providers	\$100/member; \$300/family
<i>(4th quarter carryover applies)(Deductible applies to out-of-pocket maximum)</i>	

Co-pay for emergency room services	\$100/visit <i>(waived if admitted directly from ER)</i>
---	--

Annual Out-of-Pocket Maximums

PPO Providers Only*	\$1,000/member; \$3,000/family
<i>*Member copayments and coinsurance for Emergency Medical Care with a Non-PPO Provider also apply to the PPO Out-of-Pocket Maximums.</i>	

The following do not apply to out-of-pocket maximums: non-covered expense. After a member reaches the out-of-pocket maximum, the member remains responsible for costs in excess of the covered expense.

Lifetime Maximum	Unlimited	
Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Preventive Care Services		
Preventive Care Services including*, physical exams, preventive screenings <i>(including screenings for cancer, HPV, diabetes, cholesterol, blood pressure, hearing and vision, immunizations, health education, intervention services, HIV testing), and additional preventive care for women provided for in the guidelines supported by the Health Resources and Services Administration.</i> <i>*This list is not exhaustive. This benefit includes all Preventive Care Services required by federal and state law.</i>	No copay <i>(deductible waived)</i>	Not Covered
Physician Medical Services		
• Office & home visits	\$10/visit ² <i>(deductible waived)</i>	See footnote 1
• Hospital & skilled nursing facility visits	0%	See footnote 1
• Surgeon & surgical assistant; anesthesiologist or anesthesiologist	0%	See footnote 1
• Drugs administered by a medical provider <i>(certain drugs are subject to utilization review)</i>	0%	See footnote 1
Diabetes Education Programs <i>(requires physician supervision)</i>		
• Teach members & their families about the disease process, the daily management of diabetic therapy & self-management training	\$10/visit ² <i>(deductible waived)</i>	See footnote 1

CONTINUED ON NEXT PAGE

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Physical Therapy, Physical Medicine & Occupational Therapy, including Chiropractic Services <i>(subject to medical necessity review administered by American Specialty Health- ASH)</i>	0%	Not Covered
Speech Therapy <ul style="list-style-type: none"> Outpatient speech therapy 	0%	See footnote 1
Acupuncture ³ <ul style="list-style-type: none"> Services for the treatment of disease, illness or injury <i>(limited to 12 visits/calendar year)</i> 	0%	50% of maximum allowed amount ⁵
Diagnostic X-ray & Lab <ul style="list-style-type: none"> Other diagnostic x-ray & lab 	0%	Not Covered
Advanced Imaging <i>(subject to utilization review)</i> <ul style="list-style-type: none"> MRI, CT Scan, PET Scan & nuclear cardiac exam 	0%	See footnote 1 <i>(benefit limited to \$800/procedure)</i>
Urgent Care <i>(physician services)</i>	\$10/visit ² <i>(deductible waived)</i>	See footnote 1
Emergency Care <ul style="list-style-type: none"> Emergency room services & supplies <i>(\$100 co-pay waived if admitted inpatient)</i>⁴ Inpatient hospital services & supplies ⁴ Physician services ⁴ 	0% 0% 0%	0% of maximum allowed amount for true emergency ⁵ 0% first 48 hours ⁵ ; After 48 hours: all billed amounts exceeding \$600/day unless member cannot be moved safely 0% of maximum allowed amount for true emergency ⁵
Hospital Medical Services <i>(subject to utilization review for inpatient and certain outpatient services; waived for emergency admissions)</i> <ul style="list-style-type: none"> Semi-private room, medically necessary services & supplies Outpatient medical care, surgical services & supplies <i>(hospital care other than emergency room care)</i> 	0% 0%	All billed amounts exceeding \$600/day 50% of maximum allowed amount ⁵
Skilled Nursing Facility <i>(subject to utilization review)</i> <ul style="list-style-type: none"> Semi-private room, services & supplies <i>(limited to 100 days/calendar year; limit does not apply to mental health and substance abuse)</i> 	0%	All billed amounts exceeding \$600/day
Related Outpatient Medical Services & Supplies ⁵ <ul style="list-style-type: none"> Ground or air ambulance transportation, services & disposable supplies <i>(air ambulance in a non-medical emergency is subject to pre-service review and benefit limited to \$50,000 for non-PPO)</i> Blood transfusions, blood processing & the cost of unreplaced blood & blood products Autologous blood (self-donated blood collection, testing, processing & storage for planned surgery) 	\$100 copay and then 0% 0% 0%	\$100 copay and then 0% maximum allowed amount for true emergency ⁵ 0% maximum allowed amount ⁵ 0% maximum allowed amount ⁵
Ambulatory Surgical Centers <i>(certain surgeries are subject to utilization review)</i> <ul style="list-style-type: none"> Outpatient surgery, services & supplies 	0%	All billed amounts exceeding \$350/day
Pregnancy & Maternity Care <ul style="list-style-type: none"> Physician office visits Prescription drug for abortion <i>(mifepristone)</i> Normal delivery, cesarean section, complications of pregnancy & abortion. Refer to the Physician & Hospital Medical Services benefits for both inpatient and outpatient hospital coverage. 	\$10/visit ² <i>(deductible waived)</i> 0%	See footnote 1 See footnote 1
Mental or Nervous Disorders and Substance Abuse <ul style="list-style-type: none"> Inpatient facility care <i>(subject to utilization review; waived for emergency admissions)</i> Inpatient physician visits Outpatient facility care Physician office visits <i>(Behavioral Health treatment for Autism or Pervasive development disorders requires pre-service review)</i> 	0% 0% 0% \$10/visit ² <i>(deductible waived)</i>	All billed amounts exceeding \$600/day See footnote 1 50% of maximum allowed amount ⁵ See footnote 1

Covered Services	PPO: Per Member Copay	Non-PPO: Per Member Copay ¹
Durable Medical Equipment <i>(may be subject to utilization review)</i> <ul style="list-style-type: none"> Rental or purchase of DME and all medical supplies <i>(breast pump and supplies are covered under preventive care at no charge for in-network only)</i> Hearing aid supplies and equipment <i>(limited to \$700 per 24 months)</i> 	0% 0%	Not Covered See footnote 1
Home Health Care <i>(subject to utilization review)</i> <ul style="list-style-type: none"> Services & supplies from a home health agency <i>(limited to 100 visits/calendar year, one visit by a home health aide equals four hours or less; not covered while member receives hospice care)</i> 	0%	All billed amounts exceeding \$150/day. See footnote 1
Home Infusion Therapy <i>(subject to utilization review)</i> <ul style="list-style-type: none"> Includes medication, ancillary services & supplies; caregiver training & visits by provider to monitor therapy; durable medical equipment; lab services 	0%	All billed amounts exceeding \$600/day
Hemodialysis <ul style="list-style-type: none"> Outpatient hemodialysis services & supplies 	0%	All billed amounts exceeding \$350/visit
Hospice Care <ul style="list-style-type: none"> Inpatient or outpatient services; family bereavement services 	No copay <i>(deductible waived)</i>	All billed amounts exceeding the maximum allowed amount
Bariatric Surgery <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Center for Specialty Care – Bariatric Surgery)</i> <ul style="list-style-type: none"> Acute care hospital (inpatient or outpatient) and Ambulatory Surgery Center services provided in connection with medically necessary surgery for weight loss, only for morbid obesity Travel expenses when member's home is 50 miles or more from the nearest designated Blue Distinction Center for Specialty Care Bariatric Surgery <i>(\$3,000 maximum travel benefit per surgery)</i> 	0% No copay <i>(deductible waived)</i>	Not Covered Not Covered
Hip/Knee/Spine <i>(subject to utilization review; covered only when performed at a designated Blue Distinction Plus Center for Specialty Care)</i> <ul style="list-style-type: none"> Inpatient services provided in connection with medically necessary surgery for hip/knee/spine Travel expenses when member's home is 50 miles or more from the nearest hip/knee/spine Blue Distinction Plus Center <i>(\$6,000 maximum travel benefit)</i> 	0% No copay <i>(deductible waived)</i>	Not Covered Not Covered
Organ & Tissue Transplants <i>(subject to utilization review; specified transplants covered only when performed at Centers of Medical Excellence [CME] and Blue Distinction Centers for Specialty Care [BDCSC] for California; Blue Distinction Centers for Specialty Care [BDCSC] for out of California)</i> <ul style="list-style-type: none"> Inpatient services provided in connection with non-investigative organ or tissue transplants Transplant travel expense for an authorized, specified transplant <i>(recipient & companion transportation limited to \$10,000 per transplant)</i> Unrelated donor search, limited to \$30,000 per transplant 	0% No copay <i>(deductible waived)</i>	Not Covered Not Covered
Prosthetic Devices <ul style="list-style-type: none"> Coverage for breast prostheses; prosthetic devices to restore a method of speaking; surgical implants; artificial limbs or eyes; the first pair of contact lenses or eyeglasses when required as a result of eye surgery; & therapeutic shoes & inserts for members with diabetes <i>(2 pairs each/calendar year)</i> 	0%	Not Covered

Certain types of physicians may not be represented in the PPO network in the state where the member receives services. If such physician is not available in the service area, the member's copay is the same as for PPO (with and without pre-notification, if applicable). Member is responsible for applicable copays, deductibles and charges which exceed covered expense. This Summary of Benefits has been updated to comply with federal requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

1 The plan pays 100% of the fee schedule. The member is responsible for all amounts exceeding the fee schedule.

2 The dollar copay applies only to the visit itself. An additional copay applies for any services performed in office (i.e., X-ray, lab, surgery), after any applicable deductible.

3 Acupuncture services can be performed by a certified acupuncturist (C.A.), a doctor of medicine (M.D.), a doctor of osteopathy (D.O.), a podiatrist (D.P.M.), or a dentist (D.D.S.).

4 The allowable rate for non-PPO emergency care within 48 hours is based on a reasonable charge, not the scheduled amount.

5 These providers may not be represented in the PPO network in the state where the member receives services. Reimbursements for these non-PPO providers are based on a reasonable charge, not the scheduled amount.

Classic PPO Plan-Exclusions and Limitations

Not Medically Necessary. Services or supplies that are not medically necessary, as defined.

Experimental or Investigative. Any experimental or investigative procedure or medication. But, if member is denied benefits because it is determined that the requested treatment is experimental or investigative, the member may request an independent medical review, as described in the Evidence of Coverage (EOC).

Outside the United States. Services or supplies furnished and billed by a provider outside the United States, unless such services or supplies are furnished in connection with urgent care or an emergency.

Crime or Nuclear Energy. Conditions that result from (1) the member's commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for the treatment of illness or injury arising from the release of nuclear energy.

Not Covered. Services received before the member's effective date. Services received after the member's coverage ends, except as specified as covered in the EOC.

Excess Amounts. Any amounts in excess of covered expense or any medical benefit maximum.

Work-Related. Any injury, condition or disease arising out of employment for which benefits or payments are covered by any worker's compensation law or similar law. If we provide benefits for such injuries, conditions or diseases we shall be entitled to establish a lien or other recovery under section 4903 of the California Labor Code or any other applicable law, as specified in the EOC/Certificate

Government Treatment. Any services the member actually received that were provided by a local, state or federal government agency, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if the member is not required to pay for them or they are given to the member for free.

Services of Relatives. Professional services received from a person living in the member's home or who is related to the member by blood or marriage, except as specified as covered in the EOC.

Voluntary Payment. Services for which the member has no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research hospital. Such a hospital must meet the following guidelines: 1. It must be internationally known as being devoted mainly to medical research; 2. At least 10% of its yearly budget must be spent on research not directly related to patient care; 3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care; 4. It must accept patients who are unable to pay; and 5. Two-thirds of its patients must have conditions directly related to the hospital's research.

Not Specifically Listed. Services not specifically listed in the plan as covered services.

Private Contracts. Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

Inpatient Diagnostic Tests. Inpatient room and board charges in connection with a hospital stay primarily for diagnostic tests which could have been performed safely on an outpatient basis.

Mental or Nervous Disorders. Academic or educational testing, counseling, and remediation. Mental or nervous disorders or substance abuse, including rehabilitative care in relation to these conditions, except as specified as covered in the EOC.

Orthodontia. Braces, other orthodontic appliances or orthodontic services.

Dental Services or Supplies. For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

1. Extraction, restoration, and replacement of teeth;
2. Services to improve dental clinical outcomes. This exclusion does not apply to the following:
3. Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

Hearing Aids or Tests. Hearing aids and routine hearing tests, except as specified as covered in the EOC.

Optometric Services or Supplies. Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, as specified as covered in the EOC. Eyeglasses or contact lenses, except as specified as covered in the EOC.

Outpatient Occupational Therapy. Outpatient occupational therapy, except by a home health agency, hospice, or home infusion therapy provider, as specified as covered in the EOC.

Outpatient Speech Therapy. Outpatient speech therapy, except as specified as covered in the EOC.

Cosmetic Surgery. Cosmetic surgery or other services performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance. This exclusion does not apply to reconstructive surgery (that is, surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or to create a normal appearance), including surgery performed to restore symmetry following mastectomy. Cosmetic surgery does not become reconstructive surgery because of psychological or psychiatric reasons.

Commercial Weight Loss Programs. Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as described in the Evidence of Coverage (EOC).

Sterilization Reversal. Infertility Treatment. Any services or supplies furnished in connection with the diagnosis and treatment of infertility, including, but not limited to diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal and gamete intrafallopian transfer.

Surrogate Mother Services. For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

Gene Therapy. Gene therapy as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

Orthopedic Supplies. Orthopedic supplies, orthopedic shoes (other than shoes joined to braces), or non-custom molded and cast shoe inserts, except for therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications as specified as covered in the EOC.

Air Conditioners. Air purifiers, air conditioners or humidifiers.

Custodial Care or Rest Cures. Inpatient room and board charges in connection with a hospital stay primarily for environmental change or physical therapy. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a skilled nursing facility or custodial care or rest cures, except as specified as covered in the EOC.

Health Club Memberships. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

Personal Items. Any supplies for comfort, hygiene or beautification.

Education or Counseling. Educational services or nutritional counseling, except as specified as covered in the EOC. This exclusion does not apply to counseling for the treatment of anorexia nervosa or bulimia nervosa.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

Telephone and Facsimile Machine Consultations. Consultations provided by telephone or facsimile machine.

Routine Exams or Tests. Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specified as covered in the EOC.

Acupuncture. Acupuncture treatment, except as specified as covered in the EOC. Acupressure or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

Eye Surgery for Refractive Defects. Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

Physical Therapy or Physical Medicine. Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement or as specified as covered in the EOC.

Outpatient Prescription Drugs and Medications. Outpatient prescription drugs or medications and insulin, except as specified as covered in the EOC. Any non-prescription, over-the-counter patent or proprietary drug or medicine. Cosmetics, health or beauty aids.

Specialty Pharmacy Drugs. Specialty pharmacy drugs that must be obtained from the specialty pharmacy program, but, which are obtained from a retail pharmacy, are not covered by this plan. Member will have to pay the full cost of the specialty pharmacy drugs obtained from a retail pharmacy that should have been obtained from the specialty pharmacy program.

Contraceptive Devices. Contraceptive devices prescribed for birth control except as specified as covered in the EOC.

Medical Equipment, Devices and Supplies. This plan does not cover the following:

- Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
- Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.
- Enhancements to standard equipment and devices that is not medically necessary.
- Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is medically necessary in your situation.

This exclusion does not apply to the medically necessary treatment as specifically stated as covered in the EOC/Certificate.

Diabetic Supplies. Prescription and non-prescription diabetic supplies except as specified as covered in the EOC.

Private Duty Nursing. Private duty nursing services.

Residential accommodations. Residential accommodations to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility or residential treatment center.

Lifestyle Programs. Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by us.

Varicose Vein Treatment. Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

Wigs.

Third Party Liability — Anthem Blue Cross is entitled to reimbursement of benefits paid if the member recovers damages from a legally liable third party.

Coordination of Benefits — The benefits of this plan may be reduced if the member has any other group health or dental coverage so that the services received from all group coverages do not exceed 100% of the covered expense.

Self-Insured Schools of California (SISC) Pharmacy Benefit Schedule



PLAN RX 5-20

	Walk-In				Mail	
	Network		Costco		Costco	Navitus
Days' Supply*	30	90	30	90	90	30
Generic	\$5	N/A	FREE	FREE	FREE	N/A
Brand	\$20	N/A	\$20	\$50	\$50	N/A
Specialty	N/A	N/A	N/A	N/A	N/A	\$20
Out-of-Pocket Maximum	\$1,500 Individual / \$2,500 Family					

SISC urges members to use generic drugs when available. If you or your physician requests the brand name when a generic equivalent is available, you will pay the generic copay plus the difference in cost between the brand and generic. The difference in cost between the brand and generic will not count toward the Annual Out-of-Pocket Maximum.

*Members may receive up to 30 days and/or up to 90 days supply of medication at participating pharmacies. Some narcotic pain and cough medications are not included in the Costco Free Generic or 90-day supply programs. Navitus contracts with most independent and chain pharmacies with the exception of Walgreens.

Mail Order Service

The Mail Order Service allows you to receive a 90-day supply of maintenance medications. This program is part of your pharmacy benefit and is **voluntary**.

Specialty Pharmacy

Lumicera Specialty Services helps members who are taking medications for certain chronic illnesses or complex diseases by providing services that offer convenience and support. This program is part of your pharmacy benefit and is **mandatory**.

For information regarding the Prescription Drug Program call or visit on-line:
Navitus Customer Care 1-866-333-2757 (toll-free) TTY (toll free) 711 www.navitus.com

Navi-Gate® for Members allows you to access personalized pharmacy benefit information online at www.navitus.com. For information specific to your plan, visit Navi-Gate® for Members. Activate your account online using the Member Login link and an activation email will be sent to you. The site provides access to prescription benefits, pharmacy locator, drug search, drug interaction information, medication history, and mail order information. The site is available 24 hours a day, seven days a week.

Disclosure Form

\$10_DOV_10_100 DayRX (SISC)

Home Region: California

Principal benefits for Kaiser Permanente Traditional Plan

(10/1/17—9/30/18)

Accumulation Period

The Accumulation Period for this plan is 1/1/17 through 12/31/17 (calendar year).

Out-of-Pocket Maximum(s) and Deductible(s)

For Services that apply to the Plan Out-of-Pocket Maximum, you will not pay any more Cost Share for the rest of the Accumulation Period once you have reached the amounts listed below.

Amounts Per Accumulation Period	Self-Only Coverage (a Family of one Member)	Family Coverage Each Member in a Family of two or more Members	Family Coverage Entire Family of two or more Members
Plan Out-of-Pocket Maximum	\$1,500	\$1,500	\$3,000
Plan Deductible	None	None	None
Drug Deductible	None	None	None

Professional Services (Plan Provider office visits)

You Pay

Most Primary Care Visits and most Non-Physician Specialist Visits	\$10 per visit
Most Physician Specialist Visits	\$10 per visit
Routine physical maintenance exams, including well-woman exams	No charge
Well-child preventive exams (through age 23 months)	No charge
Family planning counseling and consultations	No charge
Scheduled prenatal care exams	No charge
Routine eye exams with a Plan Optometrist	No charge
Urgent care consultations, evaluations, and treatment	\$10 per visit
Most physical, occupational, and speech therapy	\$10 per visit

Outpatient Services

You Pay

Outpatient surgery and certain other outpatient procedures	\$10 per procedure
Allergy injections (including allergy serum)	No charge
Most immunizations (including the vaccine)	No charge
Most X-rays and laboratory tests	No charge
Covered individual health education counseling	No charge
Covered health education programs	No charge

Hospitalization Services

You Pay

Room and board, surgery, anesthesia, X-rays, laboratory tests, and drugs	No charge
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Emergency Health Coverage

You Pay

Emergency Department visits	\$100 per visit
Note: This Cost Share does not apply if you are admitted directly to the hospital as an inpatient for covered Services (see "Hospitalization Services" for inpatient Cost Share).	

Ambulance Services

You Pay

Ambulance Services	\$50 per trip
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Prescription Drug Coverage

You Pay

Covered outpatient items in accord with our drug formulary guidelines:	
Most generic items at a Plan Pharmacy or through our mail-order service	\$10 for up to a 100-day supply
Most brand-name items at a Plan Pharmacy or through our mail-order service	\$10 for up to a 100-day supply
Most specialty items at a Plan Pharmacy	\$10 for up to a 30-day supply

Durable Medical Equipment (DME)

You Pay

DME items in accord with our DME formulary guidelines	No charge
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Mental Health Services

You Pay

Inpatient psychiatric hospitalization	No charge
Individual outpatient mental health evaluation and treatment	\$10 per visit
Group outpatient mental health treatment	\$5 per visit

Chemical Dependency Services

You Pay

Inpatient detoxification	No charge
Individual outpatient chemical dependency evaluation and treatment	\$10 per visit
Group outpatient chemical dependency treatment	\$5 per visit

(continues)

Home Health Services	You Pay
Home health care (up to 100 visits per Accumulation Period)	No charge
Other	You Pay
Skilled nursing facility care (up to 100 days per benefit period)	No charge
Prosthetic and orthotic devices	No charge
Hospice care	No charge

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Share, out-of-pocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Share amounts. For a complete explanation, please refer to the *EOC*. Please note that we provide all benefits required by law (for example, diabetes testing supplies).

Your Kaiser Permanente **CHIROPRACTIC and ACUPUNCTURE** benefits

**When you need chiropractic or acupuncture care,
follow these simple steps:**

1. Find an ASH Plans Participating Provider near you:
 - Go to **ashlink.com/ash/kp**, or
 - Call **1-800-678-9133** (TTY **711**), Monday through Friday,
from 5 a.m. to 6 p.m. Pacific time.
2. Schedule an appointment.
3. Pay for your office visit when you arrive for your appointment.

(See the reverse for more details.)

YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Services	Cost Sharing and Office Visit Maximums
<p>Chiropractic Services are covered when provided by a Participating Provider and Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders.</p> <p>Acupuncture Services are covered when a Participating Provider finds that the Services are Medically Necessary to treat or diagnose Neuromusculoskeletal Disorders, nausea, or pain.</p> <p>You can obtain Services from any ASH Plans Participating Providers without a referral from a Kaiser Permanente Plan Physician.</p>	<p>Office visit cost share: \$10 copay per visit</p> <p>Office visit limit: Up to a combined total of 30 medically necessary Chiropractic and Acupuncture visits per year</p> <p>Chiropractic appliance benefit: If the amount of the appliance in the ASH Plans fee schedule exceeds \$50, you will pay the amount in excess of \$50, and that payment will not apply toward the Plan Deductible or Plan Out-of-Pocket Maximum. Covered chiropractic appliances are limited to: elbow supports, back supports, cervical collars, cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar cushions, orthotics, wrist supports, rib belts, home traction units, ankles braces, knee braces, rib supports, and wrist braces.</p>

Office visits: Covered Services are limited to Medically Necessary Chiropractic and Acupuncture Services authorized and provided by ASH Plans Participating Providers except for the initial examination, emergency and urgent Chiropractic and Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered care. Each office visit counts toward any visit limit, if applicable, even if acupuncture or a chiropractic adjustment is not provided during the visit.

X-rays and laboratory tests: Medically Necessary X-rays and laboratory tests are covered at no charge when prescribed as part of covered chiropractic care and a Participating Provider provides the Services or refers you to another licensed provider with which ASH contracts for the Services.

Participating Providers

ASH Plans contracts with Participating Providers and other licensed providers to provide covered Chiropractic Services (including laboratory tests, X-rays, and chiropractic appliances). ASH Plans contracts with Participating Providers to provide acupuncture care (including adjunctive therapies, such as acupressure, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture). You must receive covered Services from a Participating Provider or another licensed provider with which ASH contracts, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered Services that are authorized in advance by ASH Plans. The list of Participating Providers is available on the ASH Plans website at ashlink.com/ash/kp or from the ASH Plans Customer Service Department at **1-800-678-9133**. The list of Participating Providers is subject to change at any time without notice.

How to Obtain Covered Services

To obtain covered Services, call a Participating Provider to schedule an initial examination. If additional Services are required, verification that the Services are Medically Necessary may be required. Your Participating Provider will request any medical necessity determinations. An ASH Plan's clinician in the same or similar specialty as the provider of Services under review will decide whether Services are or were Medically Necessary. ASH Plans will disclose to you, upon request, the written criteria it uses to make the decision to authorize, modify, delay, or deny a request for authorization. If you have questions or concerns, please contact the ASH Plans Customer Service Department.

Second Opinions

You may request a second opinion in regard to covered Services by contacting another Participating Provider. A Participating Provider may also request a second opinion in regard to covered Services by referring you to another Participating Provider in the same or similar specialty.

Your Costs

When you receive covered Services, you must pay your Cost Share as described in the *Combined Chiropractic and Acupuncture Services Amendment* of your Health Plan *Evidence of Coverage*. The Cost Share does not apply toward the Plan Out-of-Pocket Maximum described in the Health Plan *Evidence of Coverage* (unless you have a plan with an HSA option).

Emergency and Urgent Chiropractic and Acupuncture Services

We cover Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services provided by both Participating Providers and Non-Participating Providers. We do not cover follow-up or continuing care from a Non-Participating Provider unless ASH Plans has authorized the services in advance. Also, we do not cover services from a Non-Participating Provider that ASH Plans determines are not Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Getting Assistance

If you have questions about the Services you can get from an ASH Plans Participating Provider or another licensed provider with which ASH contracts, you may call ASH Plans Customer Service Department at **1-800-678-9133** (TTY users call **711**), weekdays from 5 a.m. to 6 p.m. Pacific time.

YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Grievances

You can file a grievance with Kaiser Permanente regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied with Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in your Health Plan *Evidence of Coverage*.

Exclusions and Limitations

- Acupuncture Services for conditions other than Neuromusculoskeletal Disorders, nausea, and pain
- Services for asthma or addiction, such as nicotine addiction
- Hypnotherapy, behavior training, sleep therapy, and weight programs
- Thermography
- Experimental or investigational Services
- CT scans, MRIs, PET scans, bone scans, nuclear medicine, and any other types of diagnostic imaging or radiology other than X-rays covered under the "Covered Services" section of your *Combined Chiropractic and Acupuncture Services Amendment*
- Ambulance and other transportation
- Education programs, nonmedical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for pre-employment physicals or vocational rehabilitation
- Acupuncture performed with reusable needles
- Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered in your *Combined Chiropractic and Acupuncture Services Amendment*
- Drugs and medicines, including non-legend or proprietary drugs and medicines
- Services you receive outside the state of California, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services
- Hospital services, anesthesia, manipulation under anesthesia, and related services
- For Chiropractic Services, adjunctive therapy not associated with spinal, muscle, or joint manipulations
- For Acupuncture Services, adjunctive therapies unless provided during the same course of treatment and in conjunction with acupuncture
- Dietary and nutritional supplements, such as vitamins, minerals, herbs, herbal products, injectable supplements, and similar products
- Massage therapy
- Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California
- Services provided by an acupuncturist that are not within the scope of licensure for an acupuncturist licensed in California
- Maintenance care (services provided to Members whose treatment records indicate that they have reached maximum therapeutic benefit)

Definitions

Acupuncture Services: The stimulation of certain points on or near the surface of the body by the insertion of needles to prevent or modify the perception of pain or to normalize physiological functions (including adjunctive therapies, such as acupressure, cupping, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture) when provided by an acupuncturist for the treatment of your Neuromusculoskeletal Disorder, nausea (such as nausea related to chemotherapy, postsurgical pain, or pregnancy), or pain (such as lower back pain, shoulder pain, joint pain, or headaches).

ASH Plans: American Specialty Health Plans of California, Inc., a California corporation.

Chiropractic Services: Services provided or prescribed by a chiropractor (including laboratory tests, X-rays, and chiropractic appliances) for the treatment of your Neuromusculoskeletal Disorder.

Emergency Acupuncture Services: Covered Acupuncture Services provided for the treatment of a Neuromusculoskeletal Disorder, nausea, or pain, which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Acupuncture Services to result in serious jeopardy to your health or body functions or organs.

Emergency Chiropractic Services: Covered Chiropractic Services provided for the treatment of a Neuromusculoskeletal Disorder which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Chiropractic Services to result in serious jeopardy to your health or body functions or organs.

Neuromusculoskeletal Disorders: Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

Participating Provider: An acupuncturist who is licensed to provide acupuncture services in California and who has a contract with ASH Plans to provide Medically Necessary Acupuncture Services to you, or a chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. (continues)

Definitions (continued)

Urgent Acupuncture Services: Acupuncture Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

Urgent Chiropractic Services: Chiropractic Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

This is a summary and is intended to highlight only the most frequently asked questions about the chiropractic and acupuncture benefit, including cost shares. Please refer to the *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for a detailed description of the chiropractic and acupuncture benefits, including exclusions and limitations, Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Kaiser Foundation Health Plan, Inc. (Health Plan) contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Providers available to you. You can obtain covered Services from any Participating Provider without a referral from a Plan Physician. Your Cost Share is due when you receive covered Services. Please see the definitions section of your *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for terms you should know.

ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-678-9133 (TTY: 1-877-257-2746).

ملحوظة: إذا كنت تتحدث انكليزية، فإن خدمات المساعدة اللغوية متوافرة لك بالمجان. اتصل برقم 1-800-678-9133 (رقم هاتف الصم والبكم: 1-877-257-2746).

ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ասպա ձեզ անվճար կարող եմ տրամադրվել լեզվական օգնությունների: Տեղեկանքներ 1-800-678-9133 (TTY (հեռադիմ)՝ 1-877-257-2746):

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-800-678-9133 (TTY: 1-877-257-2746) تماس بگیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-678-9133 (TTY: 1-877-257-2746) पर कॉल करें।

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-678-9133 (TTY: 1-877-257-2746).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-678-9133（TTY: 1-877-257-2746）まで、お電話にてご連絡ください。

ထုတ်ဖော်: အင်္ဂလိပ်စကားပြောသူများအတွက်, အခမဲ့ဘာသာစကားပြောကူညီမှုများကို ရရှိနိုင်ပါသည်။ 1-800-678-9133 (TTY: 1-877-257-2746) သို့ ဖုန်းဖြင့် ခေါ်ဆိုပါ။

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-678-9133 (TTY: 1-877-257-2746) 번으로 전화해 주십시오.

Dii baa akó nínizin: Dii saad bee yánilti'go Diné Bizaad, saad bee áká'ánida'áwo'déé', t'áá jiik'eh, éi ná hóló, koji' hódíilnih 1-800-678-9133 (TTY: 1-877-257-2746).

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-800-678-9133 (TTY: 1-877-257-2746) 'ਤੇ ਕਾਲ ਕਰੋ।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-678-9133 (телетайп: 1-877-257-2746).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-678-9133 (TTY: 1-877-257-2746).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-678-9133 (TTY: 1-877-257-2746).

ไทย: สำนักงานภาษาไทยกลางขอให้บริการช่วยเหลือทางภาษาฟรี โทร 1-800-678-9133 (TTY: 1-877-257-2746)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 1-800-678-9133 (TTY: 1-877-257-2746)。

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-678-9133 (TTY: 1-877-257-2746).