

Collective Bargaining Agreement



GAVILAN COLLEGE



Gavilan Joint Community College District

And

Gavilan College Faculty Association

July 1, 2018 – June 30, 2021
FY 2020-2021 Edition

Gavilan Joint Community College District
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TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>ITEM</u>	<u>PAGE #</u>
ARTICLE 1	Agreement	1
ARTICLE 2	Recognition	2
ARTICLE 3	Definitions	3
ARTICLE 4	Negotiation Procedures	5
ARTICLE 5	Non-Discrimination	6
ARTICLE 6	Association Rights	7
ARTICLE 7	Academic Freedom	9
ARTICLE 8	Professional Dues or Fees and Payroll Deductions	10
ARTICLE 9	Grievance Procedures	12
ARTICLE 10	Leaves	16
ARTICLE 11	Employee Rights	26
ARTICLE 12	Working Conditions	27
ARTICLE 13	Personnel Files	30
ARTICLE 14	College Calendar	31
ARTICLE 15	Holidays	33
ARTICLE 16	Appointment of Faculty	34
ARTICLE 17	Unit Vacancies	36
ARTICLE 18	Reassignments	37
ARTICLE 19	Evaluation of Faculty	38
ARTICLE 20	Due Process	45
ARTICLE 21	Reduction in Force	46
ARTICLE 22	Workload	47
ARTICLE 23	Salary	49
ARTICLE 24	Reduced Workload	51
ARTICLE 25	Other Duty and Compensation	53
ARTICLE 26	Part-Time Faculty Professional Ancillary	56
ARTICLE 27	Employee Benefits	57
ARTICLE 28	Professional Development and Travel	61
ARTICLE 29	Department Chairperson	62
ARTICLE 30	Retiree Benefits	65
ARTICLE 31	Miscellaneous	66
ARTICLE 32	Public Charges	67
ARTICLE 33	Unit Stability	69
ARTICLE 34	Statutory Changes	70
ARTICLE 35	Savings Clause	71
ARTICLE 36	District Rights	72
ARTICLE 37	No Strike, No Lockout	73
ARTICLE 38	Completion of Meet and Negotiation	74
ARTICLE 39	Faculty Service Areas	75
ARTICLE 40	Distance Education	76
	SIGNATURE PAGE	80
<u>APPENDIXES</u>		
APPENDIX A	Faculty Salary Schedules	81
APPENDIX B	Co-Curricular Activities	92
APPENDIX C	Advising, Counselor/Librarian Hours and	94
APPENDIX D	Side Letter - Access to Personnel File	95
APPENDIX E	Criteria for Academic Reduction in Force	96
APPENDIX F	Lecture Equivalency Hours (LEH) Athletics	98
APPENDIX G	Retiree Fringe Benefits	99
APPENDIX H	Academic and District Calendars	100
APPENDIX I	Department Chair Duties	108
APPENDIX J	Stipend List	109

EXHIBITS

EXHIBIT 1	MOU Dated May 20, 2005	110
EXHIBIT 2	MOU Dated April 7, 2020	111
EXHIBIT 3	MOU Dated June 1, 2020	114

ARTICLE 1

AGREEMENT

1.1 AGREEMENT

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

1.2 GOVERNMENT CODE

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

1.3 TERM

The term of this Agreement will be from July 1, 2020 through June 30, 2023 (2020/21– 2021/22 and 2022/23), subject to the provision of the law.

1.4 REOPENERS

- a) 2018/19: Compensation and Employee Benefits (Articles 23, 27 and 30) will be mutually reopened by both parties. Also, Article 22 (Workload), Article 25 (Other Duty and Compensation) and Article 29 (Department Chairs) will be reopened. In addition, each party has two (2) non-monetary reopeners.
- b) 2019/20: Compensation and Employee Benefits (Articles 23, 27 and 30), Article 25 (Other Duty and Compensation) and Department Chairs (Article 29), will be mutually reopened by both parties. In addition, each party has two (2) non-monetary reopeners.
- c) 2020/21: Compensation and Employee Benefits (Articles 23, 27 and 30) will be mutually reopened by both parties. In addition, each party has two (2) non-monetary reopeners.
- d) 2020/21: Evaluation of Faculty, Compensation, Other Duty and Compensation, Employee Benefits, Department Chairperson, Retiree Benefits, and Department Chairperson Duties (Articles 19,23,25,27, 29, 30, and Appendices I and J) will be mutually reopened by both parties. In addition, each party has two (2) non-monetary reopeners.

ARTICLE 2

RECOGNITION

2.1 RECOGNITION

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

2.2 PART-TIME FACULTY MEMBERS

Part-time faculty are considered members of the Bargaining Unit if they are employed for 20 percent (20%) or more of a full-time faculty load in a semester or 20 percent (20%) or more lecture equivalent hours in a semester. This specifically excludes all other casual, intermittent, and non-contract lecturers.

ARTICLE 3

DEFINITIONS

- 3.1 "Faculty" or "Faculty Member" refers to all academic full-time employees of the District, regular (tenured) or contract or part-time who are covered by the terms and provisions of this Agreement.
- 3.2 "Full-time Faculty" member refers to any individual academic full-time employees of the District, regular (tenured) or contract (Ed Code 87602), who is covered by the terms and provisions of this Agreement.
- 3.3 "Part-time faculty" member refers to any individual academic part-time employee of the District for not more than sixty-seven percent (67%) of a full-time assignment (average load over one year) who is covered by the terms and provisions of this Agreement.
- 3.4 "Unit Member" shall be any full-time or part-time faculty person covered under Article 2 of this contract.
- 3.5 "Negotiable items" means faculty salaries, hours, terms and conditions of employment and other matters as defined in the Educational Employment Relations Act (EERA).
- 3.6 "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information as required in accordance with the EERA.
- 3.7 Full-time faculty "Paid leave" means that a full-time faculty member shall be entitled to: (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits; (b) return to the same or similar assignment held immediately preceding the commencement of the paid leave; and (c) receive credit or annual salary increments provided during the paid leave.
- 3.8 Full-time faculty "Benefit leave" means that a full-time faculty member shall be entitled to medical, dental and vision fringe benefits accorded faculty who are on paid leave; and entitled to return to the same or similar assignments held immediately preceding the commencement of leave.
- 3.9 Full-time faculty "Unpaid leave" means that a full-time faculty member shall not be entitled to any of the fringe benefits granted to faculty on paid leave or benefit leave except the right to return to the same or similar assignment held immediately preceding the commencement of the unpaid leave.
- 3.10 "Administration" means any District employee designated as Management or Supervisory as defined by the Educational Employment Relations Act (EERA).
- 3.11 "Days" means calendar days unless otherwise specified in other Articles of this Contract.
- 3.12 "Daily rate of pay" means the full-time annual contract salary divided by the number of days in the academic calendar. (See Article 14) For part-time faculty refer to hourly rate according to the part time salary schedule (Appendix A).
- 3.13 "Immediate family" means any relative of the faculty member as defined by Education Code Section 87788.
- 3.14 "College" shall be interpreted as being Gavilan College.
- 3.15 "Chapter/CTA" shall be interpreted as the Association. GCFA (not Chapter/CTA) shall be interpreted solely as the local chapter.

- 3.16** "Academic year" means the designated school year.
- 3.17** "Department Chairperson" will mean the faculty member(s) as described in Article 29 - Department Chairperson.

ARTICLE 4

NEGOTIATION PROCEDURES

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

ARTICLE 5

NON-DISCRIMINATION

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

ARTICLE 6

ASSOCIATION RIGHTS

6.1 ASSOCIATION RIGHTS

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

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

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

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

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

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

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

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

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

6.8 Names, job titles, compensation, Gavilan e-mail addresses, and unless otherwise stipulated by a faculty member, the home addresses and listed telephone numbers of all full-time and part-time faculty members shall be provided to the Association within three (3) weeks of the beginning of each fall and spring semester and once thereafter each semester to include late-start faculty and/or late hires. Additional special or supplemental lists may be requested by the Association and will be provided by the District within thirty (30) business days of the request.

- 6.9** The Board and the College Administration shall upon request consult with the Association on any new or modified fiscal or budgetary programs, changes in the College curriculum, use of electronic or technological teaching device(s), or major revisions of institutional direction or purpose affecting terms and conditions of employment, which are proposed or under consideration.
- 6.10** The Association shall have access to District public records necessary for collective bargaining and representational duties. Such records may be inspected by the Association during normal office hours. Copies of such records shall be available under procedures set forth in the Public Records Act at a cost which shall represent a reasonable fee for the reproduction of such records.
- 6.11** For Association President release time, refer to Article 25.2.3.
- 6.12** The Association President shall not be required to sit on any committees except in an ex-officio capacity.
- 6.13** Every semester on Professional Development Day, GCFA will have one hour to meet with members between 8 AM and 12 Noon with a good faith effort to meet the District preference. If the District preference is to have the meeting outside 8 AM and 12 Noon, they will communicate with the GCFA president. If the union does not wish to have this time in any given semester, an executive board member will officially communicate that to the Office of Academic Affairs in writing.
- 6.14 NEW FACULTY ORIENTATION**

6.14.1 NEW FULL TIME FACULTY

District orientation for new full-time faculty will take place near the first professional development day of the semester. The Association will have at least two (2) hours of the orientation meeting to meet with faculty without administration present. The agenda for the two hours will include a substantive review of the contract.

6.14.2 NEW PART TIME FACULTY

The Association will have at least one (1) hour of the scheduled new part time faculty district orientation meeting to meet with faculty without administration present. The agenda for the thirty minutes will include a substantive review of the contract.

ARTICLE 7

ACADEMIC FREEDOM

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

ARTICLE 8

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 8.1** Any Faculty member included in the representation clause Article II who has not become a member of the Gavilan College Faculty Association shall be considered an agency-fee payer upon date of hire. The District will make automatic payroll deductions of fees equal to the membership dues initiation fees, and general assessments. A Unit Member may change her or his status from agency-fee payer to Association member by signing and delivering a membership application to the Association, who will notify the District of changes.

For full time faculty, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the Unit Member each month for ten (10) months. Deductions for Unit Members who start after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year.

For part time faculty, the District shall deduct such dues from the first four (4) pay checks at the beginning of each fall and spring semester. In the case of part-time faculty whose late-start or short term work does not extend through the full semester, and there are fewer than four (4) pay checks during a given semester, the deductions taken will satisfy the amount due for the duration of the semester worked.

If dues taken in a given semester exceed the amount due, the part time faculty member shall apply to Association for reimbursement by providing proof of overpayment.

Part-time faculty who provide proof to the Association of active CCA-CTA-NEA membership at another workplace shall be excused from paying state and national dues twice. If a part time faculty member is having dues taken from another District, Gavilan shall deduct the full amount due unless GCFA provides documentation that states otherwise.

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments shall be accorded exclusively to the Association. There will be no charge to the Association for mandatory agency-fee deductions.

8.2 EXCEPTIONS

- 8.2.1** Any Unit Member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three:

1. Community Foodbank, Hollister
2. St. Josephs Family Center, Gilroy
3. Community Solutions, Morgan Hill

- 8.2.2** Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Paragraph 8.3.1 above shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Paragraph 8.1 of this Article. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has

been made. No in-kind services may be received for payments, nor may payment be in any form other than money. Such proof shall be presented on or before the due date for cash dues or fees of each school year. The District shall have the right of inspection in order to review said statement of objection and proof of payment.

8.3 With respect to all sums deducted by the District pursuant to Paragraphs 8.1 above, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of Unit Members for whom such deductions have been made.

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

8.5 HOLD HARMLESS

8.5.1 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 DEFINITIONS

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

9.2 PURPOSE

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

9.3 PROCEDURE

9.3.1 LEVEL 1

- 9.3.1.1** A grievance shall be presented in writing to the immediate supervisor using the grievance form.
- 9.3.1.2** The immediate supervisor shall meet with the aggrieved party and/or designated Association representative within five (5) days of receipt of the grievance.

- 9.3.1.3** The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

9.3.1.4 If the aggrieved party and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days from the meeting noted in 9.3.1.3, the grievance may be appealed to Level 2, with a copy simultaneously provided to the Association President.

9.3.1.5 If a grievance arises from action or inaction on the part of a member of the Administration at a level above the immediate supervisor, the aggrieved party shall submit such grievance in writing directly to the President and the Association with the processing of such grievance to commence at Level 2.

9.3.2 LEVEL 2

9.3.2.1 A grievance shall be presented in writing to the President or his/her designee using the grievance form within ten (10) days from the time noted in 9.3.1.4.

9.3.2.2 The President or his/her designee shall meet with the aggrieved party and/or the Association representative within ten (10) days of receipt of the grievance appeal.

9.3.2.3 The President or his/her designee shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within five (5) days of such meeting.

9.3.2.4 If the aggrieved party and/or the Association is not satisfied with the disposition of the grievance or if no disposition has occurred within five (5) days of such meeting or ten (10) days from the date of the receipt of the grievance at Level 2, the aggrieved party may request the Association to submit the grievance to arbitration.

9.3.3 LEVEL 3

9.3.3.1 If the Association proceeds to arbitration, it shall notify the District in writing.

9.3.3.2 Within thirty (30) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

9.3.3.3 If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a demand to arbitrate to the California Mediation and Conciliation Service. In the event the California Mediation and Conciliation Service is not available or able to provide an arbitrator, both parties agree to use the American Arbitration Association.

9.3.3.4 The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted. The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the District or the Administration to do an act prohibited by law. The arbitrator shall not give any award of back pay that is retroactive to a date earlier than forty-five (45) days before the date the grievance was filed. The decision of the arbitrator shall be binding.

- 9.3.3.5** All costs for the services of the arbitrator, including, but not limited to per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room, will be borne equally by the Board and the Association. All other costs, except for released time for the grievant(s), Association representative(s) and witnesses, will be borne by the party incurring them.

9.4 TIME LIMITS

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

9.5 RIGHTS OF REPRESENTATION

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

9.6 NO REPRISALS

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

9.7 MISCELLANEOUS

- 9.7.1** The Association, either in its own behalf or in behalf of the affected teachers, may initiate a grievance which affects more than one (1) teacher in a class action fashion.
- 9.7.2** When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to the immediate supervising administrator by the President of the Association, be released without loss of pay in order to permit
- 9.7.3** participation in the foregoing activities. Any Unit Member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.
- 9.7.4** All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in or considered part of the personnel file of any of the participants.
- 9.7.5** Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared by the District and mutually approved by the Association, and after mutual approval by the parties, given appropriate distribution so as to facilitate operation of the grievance procedure. The costs of preparing such

forms shall be borne by the District.

- 9.7.6** Upon mutual agreement of the Association and the President, a grievance may be taken directly to arbitration.
- 9.7.7** A Unit Member may at any time present grievances to the employer, and have such grievances adjusted with the intervention of the Association, as long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with the terms of the written agreement. If an employee presents a grievance on his/her own behalf, the Association shall be notified and given the opportunity to present its views beginning at the informal level and all successive steps. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

ARTICLE 10

LEAVES

10.1 FULL-TIME SICK LEAVE - ENTITLEMENT AND TRANSFER

- 10.1.1 FULL-TIME EMPLOYEES** - A full-time ten (10) month academic employee who must absent himself/herself from his/her duties because of illness or injury is entitled to ten (10) days leave per year. Employees whose contractual assignment is for more than ten (10) months shall be granted sick leave on the same basis -- one (1) day per service month.
- 10.1.2 ACCUMULATION AND TRANSFER** - Sick leave not taken may be accumulated from academic year to academic year.
- 10.1.3** At the beginning of each academic year every full-time faculty member shall be advanced a sick leave allotment credit, equal to his/her entitlement for the academic year. A full-time faculty member may use this credited sick leave at any time during the academic year. Use of sick leave will be reported in Quarter Day increments (.25/.50/.75/1.0).
- 10.1.4** Should a full-time faculty member resign or retire, the faculty member's last salary warrant shall be adjusted, if necessary, by any sick leave used but not earned. For example, the new employee who leaves after one-half (1/2) year service, would receive a final salary warrant with pay reduced by five (5) days -- if ten (10) days of sick leave have been used.
- 10.1.5** The College shall provide each full-time faculty member with a written statement of (1) accrued sick leave total and (2) his/her sick leave entitlement for the academic year. Such statement shall be provided no later than September 30 of each academic year.

10.2 MATERNITY LEAVE - PREGNANCY

- 10.2.1** Unit Members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Such leave shall not be used for childcare, child rearing, or preparation for childbearing but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Unit Member and the Unit Member's physician; however, the District management may require a verification of the extent of disability through a physical examination of the employee by a physician appointed and paid for by the District.
- 10.2.2** Unit Members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom when sick leave has been exhausted. The date on which the employee shall resume duties shall be determined by the Unit Member on leave and the Unit Member's physician; however, the District management may require a verification of the extent of the disability through a physical examination of the employee by a physician appointed and paid for by the District.
- 10.2.3** The Unit Member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.3 CHILD-REARING OR PREPARATION FOR CHILDBEARING LEAVE

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

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

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

10.4 EXTENDED ILLNESS LEAVE

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

10.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

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

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

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

10.5.4 Utilization of Sick Leave - For individuals with less than one (1) year of full-time service within the District, and for individuals who have exhausted the sixty (60) day compensated leave, a person may utilize accrued sick leave in fractions of days which, when added to disability compensation, will ensure his/her full salary but will not exceed a normal day's compensation.

10.5.5 Reduction of Leave - Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability award.

10.5.6 Exhaustion of Leave - Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in the Education Code, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave, which, when added to his/her temporary disability indemnity, will result in a payment to her/him of not more than his/her full salary.

10.6 PERSONAL NECESSITY LEAVE

10.6.1 Any days of leave of absence for illness or injury allowed for sick leave may be used by the employee, upon prior approval except where specifically noted (*) in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.

10.6.2 A maximum of six (6) days accumulated sick leave may be used in any school year for personal necessity leave for any of the following reasons:

***10.6.2.1** Death or serious illness of a member of his/her immediate family.

***10.6.2.2** Accident involving his/her person or property, or the person or property of a member of his/her immediate family.

***10.6.2.3** Death of a close friend which necessitates the employee's presence or serious illness of a member of the employee's household.

***10.6.2.4** Acts of God rendering the employee incapable of reporting to his/her assignment.

* EMPLOYEE IS NOT REQUIRED TO SECURE ADVANCE PERMISSION.

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

10.7 BEREAVEMENT LEAVE

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

10.8 PERSONAL LEAVE

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

10.8.1 SHORT TERM

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

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

10.8.2 EXTENDED PERSONAL LEAVE

- 10.8.2.1** A permanent full-time employee may be granted a leave of absence without pay for up to a maximum of one (1) year for personal reasons as listed below provided such a leave does not adversely affect the teaching program of the District.
- 10.8.2.2** Any full-time academic employee on leave, other than sabbatical leave, shall not receive credit for a step change on the salary schedule unless such an employee renders actual service to the District for more than seventy five percent (75%) of the number of days that regular school is in session.
- 10.8.2.3** The full-time employee will be entitled to retain health benefits for himself/herself and his/her family while on leave so long as the employee pays to the District the full cost of the coverage, subject to the insurance carrier's approval.
- 10.8.2.4** The full-time employee may request that the leave be granted as a benefit leave, in which case fringe benefits may be granted.

10.8.3 EXAMPLES OF PERSONAL LEAVE FOR FULL-TIME FACULTY

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

10.9 JURY LEAVE

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

10.10 LEGISLATIVE LEAVE

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

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

10.11 STAFF DEVELOPMENT LEAVE

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

10.12 SABBATICAL LEAVE

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

- 10.12.1** After completing seven (7) consecutive full school years of service, a full-time Unit Member will be eligible for a sabbatical leave of absence not to exceed two (2) semesters, provided that such is commenced and completed within a three (3) year period. Any Board approved leave will not be considered a break in the required seven (7) years of consecutive service, nor will it be counted as a period of service for purposes of sabbatical leave.
- 10.12.2** Full-time applicants for sabbatical leave must submit their request and plan to the Staff Development Committee no later than December 1 of the school year proceeding the school year in which the leave is requested. The Staff Development Committee will review and prioritize sabbatical proposals using criteria established by the Board of Trustees. The Committee will forward its recommendations through the Vice President of Academic Affairs to the President. The leave requests will be presented to the Board at the regular January meeting for information. The President will present the leave requests to the Board for action no later than the regular March meeting.
- 10.12.3** Subsequent to the President's recommendation, the Board of Trustees may grant leave based on benefit of the proposed leave to the educational process.
- 10.12.4** Full-time Unit Members on sabbatical leave will receive a percentage of the regular salary they would have earned during their leave, according to the following schedule:
- One Semester Leave - 100% of salary
- Two Semester Leave - 60% of salary
- 10.12.5** The regular salary earned per semester shall be calculated by dividing the regular salary for the academic year by two (2). The annual salary calculated according to the above schedule shall be paid in ten (10) equal payments.
- 10.12.6** The full-time Unit Members will be entitled to return to positions comparable to those which were held at the time of granting leave and will also receive the appropriate step advancement which would have been granted had they not been on leave. Full-time Unit Members on sabbatical leave will receive the same health and welfare benefits they would have received had they not gone on leave.
- 10.12.7** The terms and conditions of the leave shall be agreed upon in writing, and shall include, but not be limited to: an indemnification bond in the amount of the sabbatical pay posted to protect the District against failure to successfully complete the sabbatical program as described or to render the necessary post-leave service of not less than two (2) years for a full year of leave; the description, purpose, and objectives of the sabbatical program; and appropriate reporting procedures as may be designated by the President.
- 10.12.8** At no time may the number of individuals on a sabbatical leave exceed three percent (3%) (rounded to the nearest whole number) of the full-time Unit Members.
- 10.12.9** The teaching or workload of full-time faculty on sabbatical leave will be absorbed by other members of the faculty, if possible. If this is not possible in the opinion of the President, a recommendation which has the least detrimental effect on the educational program will be made to the Board of Trustees.

10.13 ASSOCIATION LEAVE

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

10.14 MISCELLANEOUS

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

10.14.2 UNAUTHORIZED LEAVE FOR FULL-TIME FACULTY

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

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

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

10.14.3 VERIFICATION

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

10.14.4 PERSONAL BUSINESS LEAVE

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

10.14.5 FAMILY LEAVE

Full-time faculty members shall be entitled to family medical leave in accordance with current federal law (Family Medical Leave Act) (FMLA), state law (California Family Rights Act) (CFRA) and Board Policy.

Current federal law (FMLA) can be found at: <http://www.dol.gov/whd/fmla/>

Current state law (CFRA) can be found at:
<http://www.documents.dgs.ca.gov/ohr/supervisor/DGSFMLAPolicyProcedures.pdf>

Find below a summary of the FMLA as of 2011. To find most current language of the law, refer to the websites above.

Family Medical Leave entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons and continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

Twelve work weeks of leave in a 12-month period for:

- A. The birth of a child and to care for the newborn child within one year of birth;
- B. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- C. To care for the employee's spouse, child or parent who has a serious health condition;
- D. A serious health condition that makes the employee unable to perform the essential functions of his or her job;
- E. Any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty"; or
- F. Twenty-six workweeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent, or next of kin to the employee (military caregiver leave).

California Domestic Partner Rights and Responsibilities Act:

Effective January 1, 2005, the California Domestic Partner Rights and Responsibilities Act (DPRRA) added Family Code Section 297.5(a) which provides that registered domestic partners "shall have the same rights, protections, and benefits and shall be subject to the same responsibilities, obligations, and duties under law...as are granted to and imposed upon spouses." Under the DPRRA, an employee is entitled to take California Family Rights Act leave to care for the serious health condition of a registered domestic partner, or for the birth of a registered domestic partner's child.

10.15 PART-TIME NON-TENURED (TEMPORARY) FACULTY LEAVES

- 10.15.1** Part-time non-tenured (temporary) faculty members are entitled only to the leaves described in Article 10.15. Nothing in this Article shall be construed to entitle part-time non-tenured (temporary) faculty members to leave, benefits, pay or employment beyond the period of temporary employment specified in the part-time non-tenured (temporary) faculty member's temporary contract.
- 10.15.2 SICK LEAVE** – Part-time non-tenured (temporary) faculty members shall be entitled to that proportion of ten (10) days sick leave as their assignment relates to that of a full-time tenured (regular) or tenured track (contract) faculty member. Pay for any day of absence shall be the same as the pay that would have been received had the part-time non-tenured (temporary) faculty member served during that day. Sick leave may be accumulated from year to year.

- 10.15.2.1** At the beginning of each academic semester, each part-time non-tenured (temporary) faculty member shall be advanced a sick leave allotment credit equal to his/her entitlement for the semester. This entitlement will be based on the projected load at the beginning of each semester and adjusted based on the actual load at the end of each semester. A part-time non-tenured (temporary) faculty member may use this credited sick leave at any time during the academic semester. Use of sick leave will be reported in Quarter Day increments (.25, .50, .75, and 1.0). For part-time non-tenured (temporary) faculty one "day" shall be constituted by that part-time non-tenured (temporary) faculty member's assignment on the day missed. Increments should be rounded to the nearest quarter. For example, if a part-time non-tenured (temporary) faculty member has three classes and misses one; 33 percent will be taken off, rounded to 25 percent. If that part-time non-tenured (temporary) faculty member misses two of three classes, 66 percent will be taken off, rounded to 75 percent. All sick leave absences shall be reported to the District.
- 10.15.2.2** The District shall provide each part-time non-tenured (temporary) faculty member with a written statement emailed to the faculty member's Gavilan email address of 1) accrued sick leave total and 2) sick leave entitlement for that academic semester. Such statement shall be provided on the faculty member's contract at the beginning of each semester. Should the part-time non-tenured (temporary) faculty member disagree with the written statement, they shall provide to the Business Office written proof of load during the disputed semesters to have the statements adjusted accordingly. In cases of lost records by the District, the District shall use a 40 percent load in figuring accumulated sick leave unless the part-time non-tenured (temporary) faculty member can prove otherwise
- 10.15.3 PREGNANCY DISABILITY LEAVE** – Part-time non-tenured (temporary) faculty members are entitled to use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, and recovery therefrom on the same terms and conditions governing leaves of absence from other illness or medical disability. Sick leave shall not be used for child care, child rearing, or preparation for child bearing but shall be limited to those disabilities as set forth above. The length of such disability shall be determined by the part-time non-tenured (temporary) faculty member and the part-time non-tenured (temporary) faculty member's physician; however, District management may require a verification of the extent of disability through a physical examination of the part-time non-tenured (temporary) faculty member by a physician appointed and paid for by the District.
- 10.15.4 EXTENDED ILLNESS LEAVE** - If absence extends beyond the number of days of accumulated leave, the part-time non-tenured (temporary) faculty member will be paid the difference between their salary and that paid the substitute for a period not to exceed five (5) month, or until the end of the period of temporary employment, whichever comes first.
- 10.15.5 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE** – Part-time faculty members shall be entitled to that proportion of the industrial accident and illness leave described in Article 10.5 as their assignment relates to that of a full-time tenured (regular) or tenured track (contract) faculty member. The leave shall be under the terms described in Article 10.5, except that the period of industrial accident and illness leave shall be for sixty (60) working days, or until the end of the period of temporary employment, whichever comes first.
- 10.15.6 PERSONAL NECESSITY LEAVE** – Part-time non-tenured (temporary) faculty members shall be entitled to use sick leave for personal necessity.

- 10.15.6.1** Any days of leave of absence for illness or injury allowed for sick leave may be used by the part-time non-tenured (temporary) faculty member, upon prior approval except where specifically noted (*) in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature and that the part-time non-tenured (temporary) faculty member cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.
- 10.15.6.2** A maximum of six (6) days accumulated sick leave may be used in any school year for personal necessity leave for any of the following reasons:
- *10.15.6.2.1** Death or serious illness of a member of his/her immediate family.
 - *10.15.6.2.2** Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
 - *10.15.6.2.3** Death of a close friend which necessitates the part-time non-tenured (temporary) faculty member's presence or serious illness of a member of the part-time non-tenured (temporary) faculty member's household.
 - *10.15.6.2.4** Acts of God rendering the part-time non-tenured (temporary) faculty member incapable of reporting to his/her assignment.
- *The part-time non-tenured (temporary) faculty member is not required to secure advance permission.
- 10.15.6.3** Personal necessity leave not specified in other leave regulations may be granted upon the prior approval of the president or designee.
- 10.15.7 BEREAVEMENT LEAVE** - each part-time faculty member shall be entitled to the amount of paid leave necessary to allow him or her to be absent for three consecutive week days, or for five (5) consecutive week days if travel beyond three hundred (300) miles or outside of the state is required, when absence is necessary on account of the death of any member of the immediate family. This leave will not be deducted from sick leave.
- 10.15.8 JURY LEAVE** – a part-time non-tenured (temporary) faculty member shall be entitled to paid leave for when necessary for jury duty. The part-time non-tenured (temporary) faculty member shall pay the district the “jury fees” received. The part-time non-tenured (temporary) faculty member shall give reasonable notice to the district that he or she is required to serve on jury duty.
- 10.15.9 LEGISLATIVE LEAVE** – a part-time non-tenured (temporary) faculty member who is elected to the legislature shall be granted a leave of absence until the end of the period of his or her temporary employment.
- 10.15.10 ASSOCIATION LEAVE** – part-time non-tenured (temporary) faculty members shall be entitled to leave under the terms described in article 10.13.

- 10.15.11 FMLA/CFRA** – part-time non-tenured (temporary) faculty members shall be entitled to family medical leave to the extent required under current federal law (FMLA), state law (CFRA) and board policy.
- 10.15.12 UNAUTHORIZED LEAVE** – the part-time non-tenured (temporary) faculty member's daily rate of compensation shall be charged against their salary for all unapproved personal absences. Unauthorized leave is defined as non-performance of those duties and responsibilities assigned by the president or designee including all duties and responsibilities as defined by the education code, rules and regulations of the state board of education and policies and regulations of Gavilan Joint Community College District. Beginning on the first day of unauthorized leave, no warrant shall be drawn in favor of any part-time non-tenured (temporary) faculty member who has not faithfully performed all duties prescribed; however, any past earned salary or outstanding accounts due shall be paid.
- 10.15.13 VERIFICATION** – the district may require a part-time non-tenured (temporary) faculty member to furnish reasonable documentation of the reason for taking leave or the ability to return from leave.
- 10.15.14 CATASTROPHIC LEAVE** - part-time non-tenured (temporary) faculty members shall not be eligible for the catastrophic leave program set forth in board policy 7345.

ARTICLE 11

EMPLOYEE RIGHTS

11.1 Current District policies regarding free parking for Unit Members, participation in tax-sheltered annuities for full-time faculty, use of District telephones and copyrights shall be maintained for the term of this Agreement.

11.1.1 All Unit Members will be provided one free on-campus parking permit. A second parking permit will be provided to the Unit Member if requested for an additional vehicle with proof of DMV registration. The District will continue to provide parking permits to faculty and will determine the most efficient way to distribute parking permits outside of regular business hours, especially during the first two weeks of the semester.

11.1.2 Except as specifically provided in this Contract, no right or benefit of a Unit Member provided by law is waived by this Contract. This provision is not subject to grievance procedure.

11.1.3 Full-time Unit Members may participate in the tax-sheltered annuity of their choice, with the District providing payroll deductions for this purpose, if that annuity is listed with Santa Clara County Office of Education payroll, provided the company will sign this District's hold harmless agreement. The District agrees to formally petition the County to add additional annuities requested by a full-time Unit Member.

11.1.4 Full-time faculty members will be provided with an office phone and part-time faculty will have use of a district phone to be used for intra-district and local calls related to College business. The District shall pay for all costs related to the use of the phones. If the District determines that excessive costs for local phone calls are generated, then it may re-open negotiations on this benefit each Spring. If the District requests negotiations, documentation on phone call usage will be provided to the Association.

11.1.5 Copyrights for materials, publications, tapes and other written, verbal, visual, audio or artistic products developed, conceived or executed by a Unit Member shall be awarded to the Unit Member unless the Unit Member is specifically directed or employed by the District to create the work. If there is disagreement relative to a copyright, the requirements of law shall apply.

11.1.6 To the extent permitted by law, full-time faculty members shall have the option to request and receive payment of salary in either:

- (1) Ten (10) equal monthly payments, beginning in August and ending in May of the year, or
- (2) In twelve (12) equal monthly payments beginning in August and ending in July of the year.

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

11.1.7 The District agrees to provide free car charging for electric vehicles to employees as parking spaces are available and subject to the time limits posted by the District.

ARTICLE 12

WORKING CONDITIONS

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

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

- 12.4** The faculty member actively engaged in library research may request, in a timely manner and shall be provided as space allows the use of an individual library carrel for his/her individual exclusive usage on a daily basis.
- 12.5** On an annual basis, an Association representative as appointed by the Association President will consult with the Vice President of Administrative Services as to the need for clerical/typing support for the faculty. As a result of such consultation, a plan shall be developed to answer the clerical needs of faculty.
- 12.6** Specially designated and appropriately identified parking spaces shall be provided for all handicapped or disabled Unit Members.
- 12.7** Parking facilities for all Unit Members shall be reasonably lighted, maintained and patrolled.
- 12.8** All retired faculty members and their immediate families, upon request, may be provided tickets to College athletic events and other activities to which student activity tickets normally apply.
- 12.9** Any faculty and/or staff meeting called by the college administration shall be scheduled during the regular duty day, between Monday and Thursday, at a time when a minimum number of classes are in session. Division meetings may be once per semester at the discretion of the Dean or Supervising Administrator and may last a maximum of two hours. The division meetings shall be mandatory for full time faculty who are not in class and who do not receive an exemption from the Dean or Supervising Administrator. Part time faculty may attend as convenient. The content of any division meetings will be made available to all faculty in the division in writing or electronically. The following conditions will apply:
- 12.9.1** Each affected faculty member shall be provided sufficient notice of the meeting, and an appropriate agenda shall be distributed at least two (2) days in advance of the scheduled meeting.
- 12.9.2** In the event of an emergency meeting, or one (1) involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting.
- 12.10** Every effort will be made to provide no less than twelve (12) consecutive hours elapsed time between the end of the last assigned class on one (1) day, and the beginning of the first assigned class on the following day.
- 12.10.1** Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period.
- 12.11** Unit Members, at their option and with the consent of the Vice President of Academic Affairs, may be assigned a teaching load which spans more than twelve (12) hours in a day.
- 12.12** If a final schedule cannot be mutually agreed upon, then the Administration will complete the final schedule.
- 12.12.1** Course cancellations shall not reduce the District's contractual obligation to the full-time faculty member.

- 12.12.2** All classes shall be assigned to rooms and laboratories which can properly accommodate them, and which are properly heated and/or cooled, lighted, ventilated (not necessarily by a window), equipped and maintained within the existing capabilities.
- 12.12.3** Classes for a given course in any given academic period shall be assigned in the same room for all sessions barring emergency circumstances, consistent with class needs.
- 12.13** Faculty members' participation in, or attendance at, all College sponsored functions and activities shall be voluntary with the exception of District meetings mandated for full-time faculty.
- 12.14** If specific academic attire (caps and gowns) is required, it shall be furnished by the College at no cost to the faculty members.
- 12.15** Faculty members shall not be assigned more than three (3) consecutive lecture hours in a given workday. Exceptions to such consecutive assignments may be permitted in cases where a faculty member specifically requests or agrees in writing to a different form of consecutive assignments than indicated by the program. This consecutive hour provision will be suspended if the nature of the program necessitates such scheduling.
- 12.16** All Unit Members shall have one (1) campus mailbox.
- 12.17** The District will conduct an annual office space survey and inventory of all sites to support providing Part Time Faculty office hours. The survey will be completed prior to the first census of each Fall semester with results shared through the Office of Academic Affairs to the respective Division and GCFA. Office spaces will fluctuate based on needs and demands of such space. Future building projects will also include designated Part Time office space.

ARTICLE 13

PERSONNEL FILES

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

ARTICLE 14

COLLEGE CALENDAR

- 14.1** The work year shall be one hundred seventy-five (175) days for the duration of this Contract.
- 14.1.1** By mutual agreement between full-time Unit Members and the appropriate Vice President, the full-time Unit Member may work outside of the academic calendar but within the fiscal year and take compensatory time off.
- 14.2** The agreed upon calendar is attached as Appendix H.
- 14.2.1** The Association and the District agree that Spring break will be scheduled to begin on the first Monday in April in order to best serve the students of the College and establish consistency in scheduling from year to year.

ACADEMIC FLEX CALENDAR

- 14.3** The academic calendar will consist of one hundred seventy-five (175) days.
- 14.4** There will be one hundred sixty-eight (168) instructional days.
- 14.5** For 2013-2014 there will be ten (10) flex days; eight (8) are designated contract flex days and two (2) mandatory flex days. Beginning in 2016-2017 there will be seven (7) flex days; five (5) are designated contract flex days and two (2) mandatory flex days.
- 14.6** Definition: A flexible calendar day shall be defined as a six (6) hour day.
- 14.7** Definition: A "contract flex day" is a day that a faculty member will perform certain activities as outlined in this document and Education Code 84891. These activities may be performed on campus or off campus. A contract between the faculty member and the District will be entered into in order to fulfill this task.
- 14.8** Definition: A "contract flex day" shall be any day of the week that allows the faculty member to work on his/her own time at his/her own expense during the fiscal year (Education Code 84891). Regular scheduled office hours, instructional class and laboratory time, scheduled committee meetings, and related professional duties will not be counted as part of a "contract flex day".
- 14.9** Definition: A "mandatory flex day" and a mandated "planning day" is a day designated in the Contract that places a faculty member on campus for planned activities.
- 14.10** Flex contract activities done on instructional days shall commence no earlier than completion of professional duties such as class or laboratory time, office hours, committee meetings, and related professional duties.
- 14.11** All full-time faculty members shall develop a contract for their flex contract day activities which shall be submitted to the Staff Development Committee. All contracts will be submitted on a standard form; the form and guidelines for individual flex contracts will be developed by the Staff Development Committee and submitted to the Vice President of Academic Affairs for approval. The proposed individual contracts will be reviewed and commented upon by the appropriate Department Chairperson, then forwarded to the Staff Development Committee by October 15 for Committee approval. The Staff Development Committee will then forward the contract to the Vice President of Academic Affairs for final approval.

Part-time faculty shall complete a part-time flexible calendar activities agreement which shall be submitted to their Department Chair and Supervising Dean for signature by the end of the semester.

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

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

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

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

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

ARTICLE 15

HOLIDAYS

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

ARTICLE 16

APPOINTMENT OF FACULTY

16.1 APPOINTMENT OF FULL-TIME FACULTY

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

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

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

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

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

16.4 RE-APPOINTMENT OF PART-TIME FACULTY

16.4.1. The following explains departmental re-appointment method.

16.4.2. Part-time faculty who have taught at Gavilan at least four (4) semesters and whose two (2) most recent evaluations have been positive, as described in Article 19.7, shall have the right of first refusal for assignment to at least one (1) class they have already taught at the college.

16.4.3. Department chairs will receive a re-appointment list of eligible classes and time served for each Part-time faculty at the beginning of each semester.

16.4.4. In assigning classes, departments shall offer at least one (1) class to each faculty member from the re-appointment list that a faculty member qualifies to be on according to Article 16.4.2. If there are more faculty on the list than classes available, classes will be offered strictly on a seniority basis. Seniority is based on hire date and semesters completed. If a faculty member teaches in more than one Faculty Service Area (FSA), each will be dealt with independently according to the provisions of this article.

16.4.5. After the offer of one (1) class to each qualifying member, additional offers for any classes the faculty member is qualified to teach shall be made through the Dean or supervising administrator right of assignment.

16.4.6. In the case of two (2) or more faculty members with an identical hire date and semesters completed in teaching the same class per Article 16.4.1, a one-time drawing of lots in the Office of Human Resources shall determine which employee will be ranked above the other.

16.4.7. Anyone who has been teaching at the college for more than five years or ten semesters must have received two satisfactory evaluations, at least one of which must have been done according to article 19.7 (began Spring 2012) in order to be granted eligibility to be included on the re-appointment list.

- 16.4.8.** Retiring full time faculty members will automatically be granted four (4) semesters credit to earn basic re-appointment rights and added to the relevant re-appointment list(s) based upon the retirement date and placed according to 16.4.4.
- 16.4.9.** The re-appointment preference of a part-time faculty member should not be terminated if:
1. An assignment is cancelled by the District for any reason.
 2. An assignment offered is then withdrawn by the District to fill the load of a full-time faculty member.
 3. The faculty member is unable to accept or commence an assignment because of verifiable illness or disability in accordance with current federal law (Family Medical Leave Act) (FMLA), state law (California Family Rights Act) (CFRA) and Board Policy. Leaves for part-time faculty are discussed in detail in Article 10.15.
- 16.4.10.** The re-appointment preference of part-time faculty member shall be terminated, and the faculty member removed from any relevant list/s if the:
1. Faculty member fails to adhere to the initial notification acceptance timeline of 5 business days.
 2. Faculty member refuses an assignment or fails to complete an assignment after it has begun.
 3. Faculty member receives a negative evaluation and fails to fulfill terms of an agreed-upon remediation or fulfills the remediation plan and then receives another negative evaluation (as specified in Article 19), the faculty member will lose his or her re-appointment preference, but can re-qualify for it by receiving a subsequent positive evaluation.
 4. Faculty member leaves the college for reasons other than outlined in 16.4.9 for one semester or more without obtaining prior Dean or supervising administrator approval to remain on the re-appointment list.
- 16.4.10.1.** A part time faculty member who has lost re-appointment preference may later re-qualify according to section 16.4.2.
- 16.4.11.** To allow for processing term evaluations, the reappointment preference process shall be implemented district-wide based on Spring-Spring and Fall-Fall assignments.

ARTICLE 17

UNIT VACANCIES

17.1 PURPOSE

The purpose of this sub-article is to provide a formal procedure to fill full-time faculty vacancies within the Bargaining Unit.

17.2 VACANCIES

17.2.1 Posting - The District will announce, or post via email at the College, notices of all regular full-time academic vacancies. Such notices shall be announced or posted for a minimum of five (5) business days (days in which the District Office is open for business). Copies of any such notices shall be forwarded to the Association at the time of announcing or posting.

17.2.2 Applications - Any qualified full-time tenured or contract faculty member may apply for such vacancy by submitting an application. A resume and the completed application shall accompany a letter of intent to the appropriate Vice President.

17.2.3 Selection Process - The designated administrator, in conjunction with any Screening Committee that may be impaneled, shall review and consider faculty member applications and shall provide all final applicants with an interview. Any recommendation for the position shall be submitted promptly to the President, or designee.

ARTICLE 18

REASSIGNMENTS

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

ARTICLE 19

EVALUATION OF FACULTY

19.1 EVALUATIONS

Non-tenured full-time faculty shall be evaluated at least once a year for four (4) years following the process outlined in Article 19.5.

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

Part-time faculty see Article 19.7.

The purposes of faculty evaluation are:

- 19.1.1** To measure the effectiveness of faculty performance and to identify those areas needing improvement and provide assistance for improved faculty performance. Any areas of serious concern should be reviewed with the faculty member as soon as they are identified.
- 19.1.2** To encourage continued growth in teaching and learning, campus and departmental relationships, and participation in the College governance.
- 19.1.3** Actual observations of work performance for all faculty shall take place between the second (2nd) and the twelfth (12th) week of the semester.
- 19.1.4** To ensure compliance with District, State, and Federal accreditation policies and standards.
- 19.1.5** To provide reasonable criteria for granting reappointment and/or permanent and continuing status.

19.2 TENURE REVIEW – FOR NON-TENURED FULL-TIME FACULTY

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

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

- 19.2.1** The Tenure Review Committee shall consist of the Vice President or his/her designee; the supervising Administrator; two (2) faculty members appointed by the Faculty Senate President, one (1) of whom shall serve as the Chair, and the appropriate Department Chair. All faculty appointees will be tenured. Changes in committee membership may be made by the College President or his/her designee due to the following circumstances: changes in assignments, leaves, retirements, resignations from the committee, changes in Department Chairs, peer observer conflicts or mentor conflicts.
- 19.2.2** A Tenure Review Committee member shall not serve as peer observer or mentor of a non-tenured employee while serving on the Tenure Review Committee. If possible, the composition of the Committee will be the same for the second (2nd), and third (3rd) and fourth (4th) year.

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

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

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

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

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

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

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

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

19.3 FULL-TIME FACULTY EVALUATION TEAM COMPOSITION

19.3.1 Non-tenured Full-Time Faculty - The Evaluation Committee is addressed in Article 19.2.

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

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

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

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

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

19.4 EVALUATION TIMELINE

All full-time Unit Members, not undergoing the tenure process, will be notified on or before the end of the semester prior to the regular evaluation for the need of such an evaluation.

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

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

19.4.3 For all first time evaluatees, the college will make clear and timely information about the evaluation process available before the process begins.

19.5 EVALUATION PROCESS

The evaluation of any faculty member is a four-part process that involves a self-evaluation, trained faculty observer (for part-timers) and peer (required for full-timers, and optional for part-timers) classroom observations, administrative evaluation, and a student evaluation report.

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

Expertise in subject matter or professional field.

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

Acceptance of professional responsibilities.

Effectiveness of communications with students and staff.

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

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

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

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

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

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

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

Demonstrates continued professional growth.

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

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

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

- 19.5.2** Peer Evaluation for Full-Time Faculty - The peer observer will make at least one (1) class visit or visit to the main work setting for non-instructional faculty and provide a copy of the appropriate Observation Form to the faculty member. For their participation, a peer observer can accrue three (1) flex or co-curricular hours.

The second step of peer evaluation, which treats faculty participation in governance, will be carried out by the President of the GCFA and the Faculty Senate President. It is the responsibility of the President of GCFA and the President of the Faculty Senate to write a brief summary of activities that indicate participation in shared governance (college committees, screening committees, strategic planning).

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

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

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

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

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

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

19.5.4.3 After inviting questions and answering them, the faculty will assign a student to distribute the forms. The same student will collect all forms and return them in a sealed envelope to the Office of Academic Affairs or the offsite manager.

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

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

19.6 SUMMARY EVALUATION OF ALL FACULTY

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

The following are general criteria that will be used in the evaluation of all faculty, as appropriate:

Acceptance of professional responsibilities and other faculty obligations.

Assists in maintaining cleanliness and orderliness of the classroom (or work setting) equipment.

Responds promptly to administrative requests and deadlines.

Utilize a variety of teaching and non-teaching strategies and materials.

Develops and maintains collegial relationships and communicates effectively with members of college.

Applies current and recent advances from the discipline into teaching or primary work role.

Maintains appropriate records and reports.

Demonstrates continued professional growth through flex, co-curricular, and/or related activities.

Demonstrates a commitment to the college by participating in college governance.

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

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

19.7 PART-TIME FACULTY

Part-time faculty shall be evaluated one (1) time in their first semester teaching at Gavilan College by the area Dean, thereafter, every third semester that the faculty member teaches, the faculty member will select a Trained Faculty Observer (TFO) to conduct their observations. Additional evaluations can be scheduled at the discretion of the District.

19.7.1 Evaluation team composition - the evaluation team for a part-time faculty member will consist of the supervising administrator and one (1) trained faculty observer.

The administrative member of the Evaluation Team, who is also responsible for seeing the process through to its conclusion, will be appointed by the Chief Instructional Officer.

The part-time faculty member being evaluated will be evaluated by the supervising administrator during the first semester of service. Thereafter, the faculty member being evaluated will select a trained faculty observer to carry out the evaluation.

The trained faculty observer shall be a member of GCFA. The faculty asked to do the observation may decline, at which point another trained faculty member will be chosen, or the administrator on the team may aid in selecting the trained faculty observer. Where the number of faculty within a discipline is small in number, the trained faculty observer may be selected from a discipline outside of the faculty member's area of expertise.

The PT faculty member being evaluated may select a colleague to carry out a peer evaluation. Where the number of faculty within a discipline is small in number, the peer observer may be selected from a discipline outside the faculty member's area of expertise. The evaluating peer shall be a member of GCFA. The evaluating peer will make at least one (1) class visitation with a second (2nd) visitation being mandated at the request of the evaluatee or visit the main work setting for non-instructional faculty. The visitation(s) will be summarized in a written report and the peer will present and discuss the written report with the faculty member being evaluated. The faculty member has the option of placing this report in his/her personnel file. For their participation, peer observers can accrue three (3) flex and/or co-curricular hours.

19.7.1.1 Training for faculty observers and administrators will be offered annually within the first month of the Fall semester. The district, Academic Senate, and GCFA representative(s) will co-design and offer the training. Flex and/or co-curricular hours can be awarded at the discretion of the trained faculty observer with prior approval from the supervising administrator for this training.

The trained faculty observer will be paid \$157.21 per completed observation form. Any future increases to salary schedule will increase by the same percentage amount. In lieu of compensation, three (3) flex and/or co-curricular hours can be awarded at the discretion of the trained faculty observer with prior approval of the supervising administrator.

19.7.2 EVALUATION PROCESS FOR PART-TIME FACULTY

For part-time faculty, notice of pending routine evaluation will be within the first two (2) weeks of the semester. Non-routine evaluations may be performed at the discretion of the supervising administrator.

The trained faculty observer will make at least one (1) class observation with a second (2nd) observation being mandated at the request of the evaluatee or supervising administrator. If concerns are raised, the supervising administrator and part time faculty member will meet to discuss the concerns and create a remediation plan.

The trained faculty observer and administrator will each schedule a post-observation meeting with the evaluatee. The TFO will discuss with the evaluatee the results of the observation and overall classroom performance, as certified on the cover sheet. An administrative evaluation summary, prepared by the supervising administrator, will be included as part of the final evaluation package after the TFO has met with the evaluatee. The final evaluation packet will include the cover sheet, classroom observation, self-evaluation, student evaluation summaries, and the administrative summary, will become part of the evaluatee's permanent personnel file.

19.7.3 HOLD HARMLESS

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

19.7.4 REMEDIATION AND TIMELINE

Any areas of serious concern in the final evaluation report (i.e. cover sheet, trained faculty observer observation form, self-evaluation, student evaluation and administrative evaluation) will be reviewed with the faculty member and the supervising administrator as soon as they are identified. When remediation is required, as evidenced in the evaluation report, a remediation plan will be developed by the evaluatee and administrator outlining specific performance improvement objectives, timelines, and subsequent classroom observations.

Part time faculty whose performance is deemed unsatisfactory upon the first evaluation, may or may not, at the discretion of the supervising administrator, be offered a subsequent course-load assignment and/or a remediation plan for an upcoming semester.

Continuing part-time faculty whose evaluation is deemed unsatisfactory shall work with the supervising administrator to develop a clear remediation plan with specific, reasonable goals, activities and timelines.

Remediation Plan activities may include attending workshops or conferences on academic discipline material or on teaching and learning, observing other faculty members' classes, additional student observations, working with faculty or administrative mentors, and inviting further observations of his/her classes. Individual remediation activities will not be paid for using District funds or any paid time with the exception of flex time.

Administrators may conduct additional, non-routine, evaluations as necessary, particularly to support a faculty member who is implementing a remediation plan.

Remediation timelines shall be limited to one or two semesters and be followed up by re-evaluation in the following semester. Timelines shall include follow-up meetings with the supervising administrator to discuss progress towards stated goals. Written administrative appraisals of its implementation shall become part of the evaluatees' personnel file. If a part-time faculty member receives two (2) consecutive negative evaluations despite remediation, this will be grounds for the District's ceasing to offer assignments to that faculty member.

19.7.5 APPEALS PROCESS

Part-time faculty being evaluated shall have access to all materials used to make a given evaluation. They shall have the right to respond to any observer's written materials or verbal statements in writing, and to have their responses included in the record of evaluation.

ARTICLE 20

DUE PROCESS

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

ARTICLE 21

REDUCTION IN FORCE

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

ARTICLE 22

WORKLOAD

22.1 Workload and hours policies shall be maintained consistent with current Contract requirements, except as provided below.

22.2 Full-time faculty shall schedule, post and maintain a minimum of five (5) office hours per week to confer with students, four (4) hours on campus on the instructor's class days, and one (1) hour to be arranged, with the prior approval of the immediate dean/administrator. Faculty members who teach less than full-time shall hold the proportionate amount of full-time faculty office hours. Online instructors shall post office hours and maintain their online office hours in proportion to their online workload.

All faculty shall take attendance verified against current rosters for at least First and Final Census, minimally, to ensure that students are properly enrolled. All faculty teaching direct contact hours classes shall take and report regular (positive hours) attendance as instructed by their supervising Dean.

22.3 TEACHING LOAD

22.3.1 The normal full-time teaching load shall be mutually determined by the Administration, Department Chairperson and faculty member using fifteen (15) lecture equivalency hours plus or minus one (1) lecture equivalent hour (LEH).

22.3.2 Each course in the College curriculum will carry a load percentage carried to two (2) decimal places. The load percentage for each course is derived through the application of the following formula:

$$\text{Course Lecture Hours} + (\text{Lab Equivalency Factor} \times \text{Course Lab Hours}) = \text{Course Load}$$

22.3.3 Where:

22.3.3.1 Course lecture and lab hours are established by the District.

22.3.3.2 The lecture equivalency factors of .65, .70, .75 are assigned to each course having laboratory hours, except that coaching lecture equivalency factors range from .50 to .60 as shown in Appendix F. In addition, the lecture equivalency factor for the non-credit instructional lecture/lab rate per hour will be .60. The minimum for unit members teaching in the Cosmetology, Computer Graphics and Design, and the Administration of Justice Programs will be 0.60.

22.3.4 New courses containing laboratory hours presented to the Curriculum Committee will have laboratory equivalency factor recommended by the Curriculum Committee and Administration and authorized by the Board of Trustees.

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

22.3.6 Part-time faculty members shall not exceed 67% of load in any term without prior approval of the Vice President of Academic Affairs. Per EDC §87482.5

22.4 OVERLOADS AND UNDERLOADS

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

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

A. Full-time faculty member X teaches 18 LEH. Being over 16 LEH, this is an overload.
Thus, $18 \text{ LEH} - 15 \text{ LEH (base)} = 3 \text{ LEH}$
The District owes full-time faculty member X a 3 LEH adjustment.

B. Full-time faculty member Y teaches 12 LEH. Being under 14 LEH, this is an underload.
Thus, $15 \text{ LEH (base)} - 12 \text{ LEH} = 3 \text{ LEH}$
Full-time faculty member Y owes the District a 3 LEH adjustment.

22.4.3 Overloads and underloads for full-time faculty will be adjusted no later than two (2) semesters following the semester in which they occurred and in accordance with the provisions of Section 22.3.1. Alternatively, by mutual agreement, overload may be compensated per Article 25.

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

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

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

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

22.5 Librarian and Counselor Workload

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

22.5.2 Summer and Winter Intersession overloads for Counselors and Librarians will be based on student need and reviewed by the respective department chairs, deans and vice presidents prior to schedule development.

22.5.3 For additional Librarian and Counselor load, see Appendix C.

ARTICLE 23

SALARY

23.1 FACULTY SALARY SCHEDULE

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

23.1.1 FULL-TIME FACULTY

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

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

23.1.2 FULL-TIME FACULTY 457 DEFERRED COMPENSATION PLAN

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

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

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

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

23.1.3 CAREER INCREMENT AND CO-CURRICULAR INCREMENT PAY

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

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

23.1.3.3 To qualify for a career increment step, full-time faculty members must earn three (3) units of course work as follows:

- (1) Graduate work in the assigned area is accepted automatically;
- (2) Graduate work outside of their college assignment (including continuing education and extension units) and undergraduate work (including continuing education and extension units); must be mutually approved by the Staff Development Committee and Vice President of Academic Affairs or designee. In the event the full-time faculty members units are not approved by the Vice President of Academic Affairs or designee then said decision may be appealed to the President. This appeal shall be informal in nature; in the event the Full-Time member wants to make

a formal appeal of this decision, he/she should utilize the grievance process in Article 9.

OR

Full-time faculty members may earn the equivalent of three (3) units of course work by completing one (1) of the following:

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

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

- (2) A full-time faculty member may complete a special project/non-traditional project not to exceed a maximum of forty-eight (48) hours of work. This would be equivalent to a three (3) unit course of study, as approved by the Staff Development Committee.

- (3) Beginning July 1996 and payable for the 1997-98 academic year and thereafter, to qualify for any three (3) of the five (5) career increment steps, the full-time faculty member may substitute completion of the co-curricular activities in Appendix B. The other two (2) (or more if the full-time faculty member does not choose to use co-curricular activities) increments will be contingent on completion of the educational activities and projects enumerated.

23.2 PART-TIME FACULTY

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

23.3 OTHER COMPENSATION

See Article 25 for conditions and compensation for Additional Duty, Established Assignments (Stipends), Alternative Faculty Assignment (Release Time), Overload, and Meeting Rate.

See Article 14.1.1 for compensatory time.

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

ARTICLE 24

REDUCED WORKLOAD

- 24.1** The District may temporarily grant a reduced workload to full-time faculty members, offering an opportunity for flexibility in the schedule of its faculty.
- 24.1.1** To participate, a full-time faculty member must have been continuously employed as a full-time faculty member by the District for the ten (10) years preceding application, and have not utilized other paid options (excluding leaves covered in Article 10, Sections 10.1 through 10.7) within the preceding five (5) years.
- 24.1.2** The reduction in load may be for a maximum of two (2) consecutive semesters with one (1) application.
- 24.1.3** Except for extenuating circumstances and excluding disability leaves and health/emergency type leaves covered in Article 10, Sections 10.1 through 10.7, the total number of faculty exercising various leave and reduced workload options shall not exceed ten percent (10%) of the full-time faculty within an academic year.
- 24.1.4** It is recognized by the District that an employee participating in the reduction of workload is on an approved leave of absence and has all of the rights of a full-time faculty member on any approved leave of absence. Participants who average a seventy percent (70%) or greater load for the year will qualify for step advancement as usual.
- 24.1.5** Full-time faculty members on a reduced workload leave shall have the right to return to full-time status, with an assignment comparable to that held prior to the commencement of the load reduction.
- 24.1.6** Participants will be subject to reduction in force decisions, pursuant to Article 21 and Appendix E, and to reassignment decisions, pursuant to Article 18, while in reduced workload status.
- 24.1.7** Application and Approval Process:
- The application will be submitted to the appropriate Dean. Those requests will then be forwarded to the Superintendent/President by February 15th.
- Following Superintendent/Presidential review and approval, supported requests shall be forwarded to the Board for approval.
- 24.1.8** The amount of load reduced shall not exceed fifty percent (50%) of the normal full-time load of fourteen (14) to sixteen (16) lecture equivalent hours per semester (the remaining load taught must be at least seven (7) L.E.H.).
- 24.1.9** The full-time faculty member in reduced-load status will receive the percentage of his/her salary that corresponds to the remaining work load (e.g., a faculty member with a forty percent (40%) reduction in load will be working sixty percent (60%) of his/her full-time salary).
- 24.1.10** The full-time faculty member in reduced-workload status will be entitled to the percentage of the benefit package that corresponds with the remaining workload (see Section 24.1.11). He/she may pay the balance needed to complete the benefit coverage.

- 24.1.11** Additional benefit payments paid by the reduced-load faculty member, as referenced in Section 24.1.10, will be deducted from the reduced-load salary each month, and will be so noted on the monthly pay warrant.
 - 24.1.12** The District will contribute to STRS an amount (based upon the faculty member's salary) that corresponds with the reduced workload.
 - 24.1.13** The faculty member in reduced-load status must contribute to STRS the regular contribution plus that portion of the employer's normal contribution which the employer is not currently making.
 - 24.1.14** Once a full-time faculty member has requested a reduced workload, and the request has been approved by the President, it may be cancelled only by mutual agreement.
- 24.2** The District may grant a reduced workload to full-time faculty members who are 55 or over, but no older than 70, with benefits based on full-time employment, as authorized by Ed Code sections 87483 and 22713.
 - 24.2.1** To participate in this program, a faculty member must have continuously employed as full-time faculty member by the District for the ten (10) years of which the immediately preceding five (5) years were full-time employment without a break in service.
 - 24.2.2** Application and approval process: applications to the appropriate dean shall be accepted beginning July 1, 2006. No more than two (2) faculty members shall participate in this program at any given time. Faculty members participating in this program are not eligible for any other retirement incentive.
 - 24.2.3** The minimum load shall be one-half of a full-time load or one-half of the number of the days of service required for the academic year.
 - 24.2.4** The faculty member in reduced-workload status shall receive the pro rata share of the salary earned as if she/he continued in full-time employment.
 - 24.2.5** The faculty member in reduced-workload status shall receive the same full benefit package as a full-time Unit Member.
 - 24.2.6** Both the District and the faculty member in reduced-workload status will contribute to the full STRS amount as if the faculty member were on a full-time basis.
 - 24.2.7** A faculty member participating in this program shall, no later than May 1st of the 1st academic year, elect to either return to full time status or remain in reduced work status under Article 24.2. This election shall be in writing to the Director of Human Resources. If the election is to remain in reduced work status or if no written election is received, then the faculty member is no longer eligible to return to full time status.
 - 24.2.8** The entire Article 24.2 (24.2-24.2.8) will sunset on June 30, 2009 and faculty members participating in this program will have to retire unless returned to full time status.

ARTICLE 25

OTHER DUTY AND COMPENSATION

25.1 ADDITIONAL DUTY

(Extra Duty) - The District and the Association agree that the following process will be followed when establishing an extra duty assignment. No faculty member/s working on a stipend or reassigned basis shall assume supervisory responsibilities for other personnel.

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

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

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

25.1.3 Interested faculty must apply in writing to the designated supervising administrator within the stipulated timeline.

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

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

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

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

GCFA shall be notified of the assigned compensation.

25.2 RELEASE TIME

(Alternative Faculty Assignment) - By mutual agreement between the Unit Member and a District Administrator, the member may elect to work days and hours in lieu of his/her regular faculty assignment, or a portion thereof. Some release time assignments are ongoing in nature and maybe specific to a particular discipline and/or an externally imposed regulation.

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

25.2.2 The amount of full-time load designated for the alternative assignment shall be determined by the Administration in consideration of the approximate hours required, and commensurate with regular faculty load parameters (i.e., lecture/lab ratios, hours of counseling).

25.2.3 The Association President will receive a forty percent (40%) of release time per term. The Academic Senate President will receive a forty percent (40%) and additional forty percent (40%) to be allocated as needed by the Senate to complete instructional and student services projects and priorities for a give academic year. Project proposals must be submitted to the Vice President of Academic Affairs for review and approval by the first week of the fall semester. When necessary, the percent will be rounded off to the nearest whole number.

25.2.4 The District will provide three (3) 20% FTE Faculty Development Liaison positions to support instructional improvement efforts to include emphasis on accreditation standards, mentoring and professional development.

25.3 STIPENDS

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

25.3.1 Department Chairpersons (See Article 29)

25.3.2 Coaching Pay Schedule

25.3.2.1 Full-time faculty who coach a sport as part of their regular load shall receive, as additional remuneration. See Appendix J.

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

Assistant coaches shall receive a stipend as listed above. In certain cases, without changing the total amount of funds, stipend amounts may be adjusted based on specific job descriptions with corresponding duties and responsibilities.

Any future increases to salary schedule will increase by the same percentage amount.

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

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

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

25.3.3 Designated leads of the following programs with externally imposed regulations requiring frequent, detailed reporting to the external agencies. See Appendix J.

A. Department Chair Stipends - For Department Chair Stipends, refer to Article 29.5. Any future increases to the salary schedule will increase by the same percentage amount.

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

25.3.5 The District will provide \$3,200 in stipends to each of the GCFA's four (4) designated negotiating team members. The GCFA grievance officer shall receive a \$3,200 stipend each academic year. Such stipends shall be compensation in lieu of release time for grievance processing and negotiation activities. Any future increases to salary schedule will increase by the same percentage amount.

25.3.6 Program Learning Outcomes (PLO) shall be developed and revised as part of the curriculum process. PLO assessment shall be conducted, discussed, and disseminated by all departments. PLO assessment should be scheduled for completion in the year prior to the completion of program review. The SLO liaison will assist department chairs and program leads with the development of a PLO assessment cycle. The District agrees to pay a stipend of \$200 per person for each PLO created and updated (per Appendix J). Departments have the discretion to allocate PLOs to teams or individuals. In the event that it is allocated to a team, each team member shall receive the stipend. Any future increases to the salary schedule will increase by the same percentage amount.

25.3.7 Student Learning Outcomes (SLO) shall be developed and revised as part of the curriculum process. All faculty must ensure that students in every class section receive a course syllabus that includes SLOs verbatim from the District's officially approved course outline of record. This information shall be furnished to the Professional Learning and Peer Mentor Liaisons for review and implementation by current and future faculty. The SLO liaison will assist department chairs and faculty with the development of an SLO assessment cycle. SLO assessment shall be completed as part of the established 5-year curriculum revision cycle. The District agrees to pay a stipend of \$150 per each class for SLOs created and updated. Any future increases to the salary schedule will increase by the same percentage amount.

25.4 OVERLOAD

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

By mutual agreement this overload may be adjusted per Article 22 or the overload may be compensated per the Overload Pay Schedule (Appendix A).

25.5 MEETINGS

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

25.6 CANCELLED COURSES

In the event that a part-time faculty member loses their assignment per contract rights (Article 16.4.9) the District shall compensate part-time faculty member at the minimum of 3 hours at the lab rate or the part-time faculty member should be paid for the first week of an assignment when class is cancelled less than two weeks before the beginning of a semester. If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week, whichever is greater.

ARTICLE 26

PART-TIME FACULTY PROFESSIONAL ANCILLARY ACTIVITIES

26.1 This Article identifies some of the specific duties performed by part-time Faculty which qualify as “Professional Ancillary Activities” as defined by the Education Code.

26.1.1 Education Code section 87482.5(c)(1) states that “service in professional ancillary activities” do not count in calculating eligibility for contract or regular status, and specifically identifies the following as “professional ancillary activities”: (1) governance, (2) staff development, (3) grant writing, and (4) advising student organizations. The Education Code also states that this list is not exhaustive; there may be other kinds of ancillary activities at various colleges which don’t count toward contract or regular status and which are not identified on this list.

26.1.2 The District and Association wish to clarify that the following duties performed are professional ancillary activities; some of which may be compensated at varying rates of pay as appropriate at the District:

- A. Assessment test proctoring/scoring/coordination
- B. Presenting at new student orientations
- C. Group grading and/or portfolio review for various courses (e.g., English, Art, Communications)
- D. Instruction during any term other than the regular fall and or spring semester (e.g., intersession, summer school, etc.)
- E. Committee or department participation or attendance including committee or department facilitators, chairs, or leads (e.g., Cosmetology, Aviation, Child Development)
- F. Flex days in excess of those already required by the contract
- G. Work related to grants other than direct instruction (e.g., writing, monitoring, management)
- H. Participation in recruitment and outreach events (e.g., GavFest, Science Alive, department functions)
- I. Serving on Steering Committees (e.g., Early College High School, Learning Communities)
- J. Attendance at mandatory training events and conferences (CSU, UC, Early College, etc.)
- K. Presenting, preparing, and attending staff development activities
- L. Participation in campus-wide efforts (e.g., accreditation, facilities planning)
- M. Special assignments and/or projects (Article 22.4.4 of GCFA contract)
- N. Curriculum development and revisions
- O. Research, data collection, report writing for department, special project/assignment
- P. Service as a representative of faculty committees or organizations
- Q. Part-Time Faculty who teach a course that is not taught by a full-time faculty will be eligible for compensation to work on SLO assessments. The course selection and the selection of the particular Part-Time Faculty member will be at the discretion of the Vice President of Academic Affairs.

The compensation will be a one-time, non-precedent setting payment of \$300.00 per course. In order to be reimbursed, an instructor will conduct the assessment, summarize the data, reflect the data, and lay out any suggested pedagogical or curricular modifications on the institutional research database. This work will be reported on the SLO assessment webpage.

The mechanism for compensation will be a curriculum development reimbursement. After conducting the assessment and posting the results and reflection, the instructor will be reimbursed for his/her work once approved and certified by the Vice President of Academic Affairs.

- 26.1.3** The parties agree that the above list is not an exhaustive list of professional ancillary activities at the District, and that ultimately, the question of whether any other activity counts toward contract or regular status is determined by law.

ARTICLE 27

EMPLOYEE BENEFITS

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

The District will provide full medical, dental and vision insurance for full-time employees and their families, and \$50,000 term life insurance coverage for the full-time employee only.

Effective January 1, 2017, the District will pay a maximum annual contribution to health benefits costs for each full-time employee at the following levels.

- Employee Only: \$11,500
- Employee + One Dependent: \$22,000
- Employee + Two or More Dependents: \$28,500

Effective January 1, 2017, a three percent (3%) one-time salary increase for full-time and part-time faculty which modifies the existing salary schedule will be put into place. This increase is a salary adjustment correlated directly to the health benefit contribution.

Current teaching part time faculty employees may enroll in the medical plans made available to them under Self Insured Schools of California (SISC), at the part time faculty members' own full cost.

The District will not make any financial contributions toward the premiums, initiation fees, deductibles, retentions, co-pays or other medical or medical-insurance related costs of a part time faculty member who currently or in the future enrolls in a medical plan under SISC.

The eligibility to enroll in SISC medical coverage granted to part time faculty applies only to part time faculty who are currently employed and who are otherwise eligible under SISC plan terms and conditions.

Part time faculty not presently teaching but who are hired and working starting in the spring 2018 semester, or thereafter, must work two academic semesters to be eligible to enroll in SISC medical insurance plans. Winter and summer sessions and/or intersessions do not count towards the two academic semester work requirement.

A part time faculty member hired on or after January 1, 2018 who does not complete the two consecutive semester work requirement for any reason, whether or not attributable to the member's own choice, is not eligible to enroll in a SISC medical insurance plan.

GCFA and the District agree that health benefit cost containment efforts remain a high priority for both parties. As a result, GCFA and the District shall continue to negotiate appropriate cost containment and quality assurance measures during the life of this Agreement based on the recommendations of the mutually established Benefits Committee.

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

- 27.2** Prior to January 1, 2018, full-time and retired Faculty who have waived medical benefits will continue to receive the \$2,000 cash payment per ten (10) month contract year.
- 27.3** All full-time employees are required to have vision and dental insurance. Pursuant to the medical insurance contract with SISC.

- 27.4** Medical, dental and/or vision insurance for full-time faculty family members is optional.
- 27.5** Full-time retiree supplemental health insurance in compliance with statutory regulations (Chapter 901, AB 528) will be provided at the full-time employee's expense.
- 27.6** This District agrees to maintain Section 125 of the Internal Revenue Service Code to the benefit of Unit Members at their option. (10/6/89)
- 27.7** The District will provide coverage to domestic partners carrier definitions and or of Unit Members to the same extent that the District provides coverage to spouses of Unit Members, provided the definition of domestic partnership meets all the criteria of Section 297 of the California Family Code. In order to qualify for domestic partner benefits, the Unit Member must present the District with proof that a valid declaration of domestic partnership has been filed pursuant to the above Family Code section.

Both parties will study, identify, and recommend a benefits cost-sharing for all health insurance costs, subject to negotiations.

27.8 ENROLLMENT FEE WAIVER PROGRAM

27.8.1 PHILOSOPHY

The enrollment fee waiver program is provided for all eligible employees and their eligible family members (see 27.10.2.2 below). The program is designed to offset the cost of college tuition and to encourage employees and their eligible family members to pursue their education goals at Gavilan College. The program allows for a lifetime maximum of 70 (seventy) credit units per eligible participant.

27.8.2 ELIGIBILITY

- 27.8.2.1** All full-time and part-time faculty who have reappointment rights (in accordance with Article 16.4) are eligible to participate in the Enrollment Fee Waiver Program.
- 27.8.2.2** Applicable to faculty and eligible family members with established in-state residency. Eligible family members include spouse, domestic partner, children (until age 26), step-children (until age 26), economically dependent children (until age 26) and disabled dependent children. Documentation will be required to verify eligibility, if not on record.
- 27.8.2.3** Eligible Enrollment Fee is the per unit fee for credit classes only. The program will not waive any other fees such as the Health, Campus Center, Student Representation, Student Identification or course material fees.
- 27.8.2.4** Eligibility must be verified by the Human Resources Department prior to enrollment each term or semester.
- 27.8.2.5** In the event the part-time faculty's class assignment is cancelled, the student will retain the Enrollment Fee Waiver benefit for that semester.

27.9 DEFINITIONS

- 27.9.1** Participants must be California residents. California residency requirements will be waived for eligible family members of district employees.
- 27.9.2** Semesters are fall, winter intersession, spring and summer.

27.10 PROCEDURES

- 27.10.1** Participants must complete a “Enrollment Fee Waiver Eligibility” form and obtain approval from the Human Resources Office prior to enrolling in credit course(s). The completed “Enrollment Fee Waiver Eligibility” form should be taken to the Admissions and Records (A&R) department at the time of registration. The A&R office will require picture identification and will use the form as authorization to waive applicable enrollment fees.

ARTICLE 28

PROFESSIONAL DEVELOPMENT AND TRAVEL

- 28.1** The District will pay full and part-time faculty members for all pre-authorized travel and conference expenses. The District will pay full and part-time faculty members according to the following articles.
- 28.1.1** Each full-time faculty member will be allocated four hundred dollars (\$400) each academic year for professional travel and conference. Faculty members may choose to accumulate this allotment for a two-year period. A portion no less than fifty dollars (\$50) may carry over to a second (2nd) consecutive year. Notification of carry over must be noted on the "year end check out form".
- 28.1.2** Each part-time faculty member will be allocated one hundred dollars (\$100) each fall and spring semester for professional travel and conference. Faculty members may choose to accumulate this allotment for a two-year period. A portion of no more than \$200 in each fiscal year and no less than fifty dollars (\$50) may carry over to a second (2nd) consecutive year. Notification of carry over must be noted on the "year-end check out form". To be eligible for this allocation, a part-time faculty member must have worked for Gavilan College for no less than four (4) consecutive fall and/or spring semesters at any time. Part-time faculty who have already satisfied this requirement are eligible for this allocation.
- 28.2** Full-time faculty members who submit an individual Professional Development Plan which specifically supports the College Strategic Plan will be granted up to two hundred fifty dollars (\$250) more every two (2) years. The individual Professional Development Plan must be submitted to the Department Chair and/or Supervisor for review and comment. It must be approved by the Faculty Staff Development Committee and the Vice President of Academic Affairs.
- 28.3** The Board authorized per diem allowances will be provided when authorized. The District does not reimburse the cost of alcoholic beverages.
- 28.4** Each full-time and part-time faculty member will receive the IRS maximum allowable cents per mile for pre-authorized use of personal automobiles for travel.

ARTICLE 29

DEPARTMENT CHAIRPERSON

29.1 SELECTION

- 29.1.1** The number of departments and their composition shall be determined by the District, in consultation with the Academic Senate.
- 29.1.2** Each department shall recommend a chairperson to the appropriate Supervising Administrator selected from qualified faculty assigned to the department. A qualified faculty member is a full-time faculty or part time faculty with reappointment rights, in accordance with Article 16.4.
- 29.1.3** Each department shall hold an election by secret ballot biannually. Each bargaining unit member of the department has one (1) vote. The election will occur before the following semester. Election results will be forwarded to the appropriate Supervising Administrator with the signature of two (2) voting members of the department. Final selection shall be determined by the Supervising Administrator. Should any new department be created, it will elect a new department chair in the Spring semester of the first year it is created. The department chair will serve a two-year term which will begin two days before Convocation the next Fall semester.
- 29.1.4** In the event that a department fails to elect a chairperson no later than April 30 of the current work year, the District shall appoint a temporary chairperson for one semester from within the department.

29.2 LENGTH OF TERM

- 29.2.1** The term of the Chairperson shall be two (2) years. A chairperson can serve at most for two (2) consecutive terms or four (4) years.
- 29.2.2** New Department Chairs will participate in a brief training to review the responsibilities of the position, create a problem-solving agenda for the department and cultivate the leadership strengths necessary to successfully carry out the assigned duties. The training will include new chairs, the Vice President of Academic Affairs, and the Supervising Administrator.

29.3 DUTIES

The Department Chairperson shall act in a non-managerial and non-supervisory role. Their job duties are delineated Appendix I (11/01/2017).

29.4 WORKLOAD AND COMPENSATION

The Department Chairperson shall be granted an additional stipend, according to the schedule below. This stipend shall be added to the Chairperson's salary only while he/she holds the position of Chairperson. When such Chairperson position is terminated, said termination shall be assumed to occur at the end of a

regularly scheduled academic term, except in situations of mid-year resignation, recall or administrative termination (refer to Article 29.6).

29.5 DEPARTMENT CHAIR STIPEND

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

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

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

Size Factor – To the above base, add an additional percent (%) calculated by multiplying (0.45)% x the FTE of full-time faculty assigned to the department, plus (0.45)% x the total number of part-time faculty assigned to the department.

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

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

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

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

29.5.6 Stipend payment shall be in December and May.

29.5.7 A (2) two-year pilot to revise 29.3 List of Duties and Responsibilities and using one formula for payment of stipends during the pilot program. A subcommittee consisting of department chairs, GCFA and the office of Academic Affairs will continue the evaluation and assessment of the effectiveness of the pilot program in AY 2019/20 for recommendations in AY 2020/21.

29.6 EVALUATION

29.6.1 Each Department Chair shall be evaluated by his/her departmental faculty and Supervising Administrator by the last day of February each year, using forms and criteria collaboratively developed by the faculty and Administration. Results will be reviewed with Supervising Administrator by March 31.

29.6.2 Department Chairs may be evaluated earlier in the year if the Chair's performance of duties and responsibilities fail to meet a reasonable level of expectation by the department faculty and/or the Supervising Administrator. Relevant concerns regarding a Chair's performance may be submitted directly to the appropriate Supervising Administrator anonymously. The Supervising Administrator will follow up on these concerns, taking action if substantiated.

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

29.6.3 If a Department Chairperson is not fulfilling his/her obligations for the assignment as described in Section 29.3 (e.g., holding regular meetings of the department, submitting budget recommendations, monitoring the department budget, providing departmental leadership in developing student-centered class schedules, catalog and curriculum and participating in the Department Chair and Curriculum Committees), then the appropriate Supervising Administrator and Vice President will meet informally with the Chair to discuss the concerns and to mutually develop a plan of action. A follow-up meeting will be held in approximately thirty (30) calendar days to evaluate the Chair's performance. The Chair may, at his/her discretion, share the plan of action and/or the follow-up evaluation with the department.

29.6.4 Each Department Chair shall sign a Department Chair Contract annually, using forms developed by Human Resources in accordance with Section 29.3. If a Department Chair fails to meet his/her contractual obligations (as stated in Section 29.3 and 29.6.3) then the Department Chair Contract may be cancelled at the discretion of the Supervising Administrator following procedures set out in Section 29.6.3.

29.7 RECALL

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

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

29.9 Actions of a Department Chairperson are non-grievable under the terms of this Agreement.

ARTICLE 30

RETIREE BENEFITS

30.1 FRINGE BENEFITS FOR RETIRED EMPLOYEES

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

Full-time retirees will receive the same benefit package as that provided to active full-time employees in the year in which they retire.

Full-time Members who have served the District full-time for ten (10) or more consecutive years immediately prior to their retirement, and who retire after December 31, 2003, may continue on the health benefit plans they have upon retirement until age 65 (or earlier if receiving Medicare benefits). They will pay 100% of all increases in the costs of their health benefits.

30.2 MEDICARE

When eligible, it is the Members responsibility to enroll in and pay monthly Medicare premiums directly.

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

When a Unit Member retires, they will receive the retirement benefits and options in effect in the Contract for the year of their retirement.

30.3 EMERITUS STATUS – EMAIL AND LIBRARY ACCESS

Retirees will receive access to an emeritus Gavilan email account and continued access to the library for up to 2 years beyond their official retirement date in accordance with:

- Email use and access will be in accordance with Policy and Procedures and appropriate use standards of the District.
- Library access will be in accordance with Policy and Procedures of the District.
- The word “emeritus” as part of the signatory of the email account.
- The District waives any responsibility of protecting the emeritus faculty member’s data during of after his/her use.

ARTICLE 31

MISCELLANEOUS

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

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

will be maintained during this Agreement.

ARTICLE 32

PUBLIC CHARGES

- 32.1** It shall be the policy of the District to afford students, parents and other members of the community with an opportunity to present concerns involving College personnel.
- 32.2** The District places trust in College employees and desires to support their actions in such a manner that faculty are free from unnecessary or spiteful criticism and complaints. Constructive criticism of the College is welcome when it is motivated by a sincere desire to improve the quality of the educational program and to equip the College to perform its task more effectively.
- 32.3** Complaints shall be processed as follows:
- 32.3.1** Complaints charging discrimination on the basis of race, sex, color, religion, national origin, age, disability or Disabled Veteran status or of sexual harassment should be referred to the appropriate Affirmative Action procedure.
 - 32.3.2** Students presenting complaints should follow the process as outlined in the Student Handbook for the appropriate student grievance procedure. It is understood that nothing contained in this student grievance procedure shall deprive any faculty member of the right to due process and just cause under this Agreement and applicable state law.
 - 32.3.3** Complainants should first attempt to resolve a complaint informally with the involved faculty member.
 - 32.3.4** In the absence of informal resolution of a complaint, the complainant shall direct the complaint to the faculty member's immediate supervisor who shall process the complaint as follows:
 - 32.3.4.1** The immediate supervisor shall notify an involved faculty member of any public complaint which may form the basis of a negative evaluation within a reasonable period of time following its receipt. Such complaint must be presented in writing and identify the name of the complainant and the date of the complaint.
 - 32.3.4.2** The immediate supervisor shall investigate the complaint, providing both parties every opportunity for explanation, comment, and presentation of facts as a basis for assessment and possible resolution.
 - 32.3.5** If necessary, the complainant of the involved faculty member may request review of the immediate supervisor's assessment and possible resolutions of the complaint by the President (or designee). The President may respond based on a review of the existing record or, at his/her discretion, request additional evidence. Such additional evidence may include scheduling a meeting with the complainant and the involved faculty member for the purpose of obtaining supplemental facts and clarifying issues.
 - 32.3.6** The Board may review any citizen complaint in Closed Session.
 - 32.3.7** If any complaint is appealed, the Unit Members will have the right to Association representation at any meeting concerning the appeal.
 - 32.3.8** No complaint shall be entered into the faculty member's personnel file unless the faculty member has been given a copy of the complaint and backup material placed in the file, the right to review the complaint and material on duty time, and the right to submit a written response which will be attached to the complaint.

- 32.3.9** Complaints which are withdrawn or found to be false pursuant to this procedure shall not be utilized in any evaluation or disciplinary action against the faculty member.

ARTICLE 33

UNIT STABILITY

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

ARTICLE 34

STATUTORY CHANGES

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

ARTICLE 35

SAVINGS CLAUSE

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

ARTICLE 36

DISTRICT RIGHTS

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

ARTICLE 37

NO STRIKE, NO LOCKOUT

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

ARTICLE 38

COMPLETION OF MEET AND NEGOTIATION

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

ARTICLE 39

FACULTY SERVICE AREAS

39.1 DEFINITION

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

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

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

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

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

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

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

39.7 Should the faculty member’s application for an FSA be disapproved, the disapproval, which must be forwarded in writing to the faculty member within thirty (30) working days, must include the rationale for disapproval. The faculty member has the right to file a grievance under Article 9 of this Agreement for the purpose of establishing whether or not the minimum qualifications for the FSA were met.

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

39.9 EQUIVALENCY TO MINIMUM QUALIFICATIONS

39.9.1 Most applications for FSA(s) will meet minimum qualifications as described in this Article. Infrequently applications will meet the minimum qualifications through the equivalency process as

provided for in the then current "Minimum Qualifications for Faculty and Administrators in California Community Colleges." It shall be the responsibility of the FSA equivalency applicant to provide conclusive evidence of FSA equivalency.

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

39.10 SENIORITY FOR FULL-TIME FACULTY

- 39.10.1** Full-time seniority is based on the first date of paid service in a contract or probationary position. (Education Code 87414) For part-time reappointment eligibility see Article 16.4.
- 39.11** "Minimum Qualifications for Faculty and Administrators in California Community Colleges" <http://www.cccco.edu/divisions/esed/aa%5Fir/psmq/min%5Fqual.htm>. (Hard copy available in the Office of the Vice President of Administrative Services and/or the Vice President of Academic Affairs.)

ARTICLE 40**DISTANCE EDUCATION****40.1 PURPOSE**

- 40.1.1** Online Education offers faculty and the District a non-traditional way in which to deliver approved curriculum.
- 40.1.2** A (3) three-year opener period for this article, to be mutually opened by GCFA and District to craft language that addresses the working conditions and definitions related to distance education. This 3-year opener period will conclude with the 20/21 negotiation cycle.

40.2 DISTANCE EDUCATION COURSE DEFINITIONS

- 40.2.1** Distance Education means: Instruction in which the instructor and student are separated by time and/or distance and interact through the assistance of technology.
- 40.2.2** A DE course is defined as a course in which the required number of instructional hours based on the number of units is conducted online. A DE course may require that a limited number of meetings meet face-to-face, e.g., a beginning orientation meeting.
- 40.2.3** A hybrid course is defined as a course in which any of the required number of instructional hours based on the number of units is met face-to-face as well as online.

40.3 GENERAL PROVISIONS

- 40.3.1** Online courses must be delivered using the college's Learning Management System (LMS) unless the course cannot be adequately supported by the LMS.
- 40.3.2** If the course cannot be adequately supported by the LMS, the reasons and the link to the alternate delivery system must be on file in the Office of Academic Affairs, signed by the DE Coordinator.
- 40.3.3** In order to preserve password protection and student authentication, all DE courses must be accessed by logging into the college's LMS, including those approved to be delivered on a different platform.
- 40.3.4** Any change to the current LMS must happen with sufficient time to allow faculty to complete needed training.
- 40.3.5** Distance Education Committee (DEC) DEC consists of the Distance Learning Coordinator, and a minimum amount of faculty (full or part time) appointed by the Academic Senate. DEC will be tasked with studying, evaluating, and making recommendations around distance education delivery and pedagogy.

40.4 DISTANCE EDUCATION STANDARDS

- 40.4.1** The same standards of course quality and evaluation shall be applied to DE, including any parts of a hybrid course conducted through DE, as are applied to traditional classroom courses.

40.4.2 Faculty members teaching DE must ensure that any portion of a course conducted through DE includes regular and effective contact/ regular substantive interaction between the instructor and students and among students, as is required by Title 5 Section 55204 and AP 4105. The instructor is responsible to initiate this contact and may employ a variety of means to do so.

40.4.3 All DE must comply with the Americans with Disabilities Act, section 508 of the Rehabilitation Act of 1973, Section 11135 of the California Government Code, Title IV, Financial Aid, and all local and state Curriculum Committee guidelines (e.g., CCCCCO, Distance Education Guidelines, articles 55205, 55207)

40.4.4 The same standards of quality for faculty evaluation will be applied to DE as are applied to face-to-face instruction.

40.5 ASSIGNMENT

40.5.1 Normally, all the contract and regular faculty shall teach part of load on campus. Assignment to full annual load online shall be determined on a case-by-case basis. When requested for full annual load online is made, the division dean or appropriate administrator shall forward the request, to the Vice President of Academic Affairs, who shall approve or deny the request. This does not apply to all hybrids or classes taught as overloads.

40.6 TRAINING AND PROFESSIONAL GROWT

40.6.1 Prior to teaching online for the first time, faculty shall complete training to teach online as described in the college's Best Practices and Distance Education Faculty Handbook. Any faculty member who completes training to teach online may apply hours towards Co-curricular/Flex obligation.

40.6.2 Participating unit members may receive (1) semester unit per sixteen (16) hours of Gavilan Online Teacher Training (GOTT) Academy course work and may apply the units received for movement across the salary schedule per Article 23, Salary 23.1.3.3. Career increment step. Unit members cannot use units for movement across the salary schedule if it is being applied to member's co-curricular/flex obligation semester units of course work applicable to career increment step for GOTT completed course.

40.6.2.2

40.6.2.3 Qualifying GOTT courses must be approved in advance by the Faculty Professional Learning Committee (FPLC)

40.6.3 Faculty new to online teaching may apply for up to \$250 for training on the campus approved learning management system from their yearly academic professional development allocation to be used towards any course fee required for training or member's time for attending training. See Article 28.1. Unit members must complete training outside of contracted hours and cannot receive funding if time is being/has been applied to member's co-curricular/flex obligation.

40.6.4 When a unit is required to complete a college-mandated training course prior to engaging to online instruction, the District shall waive the fee for any such training. Units or hours from such mandated training can be used for co-curricular/flex obligation or advancement on salary schedule

40.6.5 When a faculty member is asked to participate in and completes the Peer Online Course Review

process, they may do one of the following.

1. Apply for a maximum of three (3) semester units of coursework to be eligible for career increment step. See 23.1.3.33

OR

2. Apply for the maximum professional development stipend from their yearly academic professional development allocation. See Article 28.1

Unit members must complete training outside of contracted hours and cannot receive funding if time is being/has been applied to member's co-curricular/flex obligation.

Peer Online Course Review process completion is verified by course acceptance to the CVD/OEI "Exchange". Gaining Quality Reviewed Status.

40.7 MENTORING

40.7.1 Mentoring is available through the Faculty Mentor Liaison.

40.8 CLASS SIZE

In the absence of specific agreements to the contrary, online courses and hybrid courses should have the same course size as in person courses.

1. As with all courses, instructors are free to add students to their courses through approved registration process.
2. The District and the Association recognizes that currently class size has not been negotiated in face to face, on-ground courses and will reevaluate this item when those discussions take place.

40.9 ONLINE WORKSPACE AND OFFICE HOURS

40.9.1 In the event part or all of a faculty member's work takes place in a distance education format, "worksite" may be defined as an online learning environment.

40.9.2 Office hours for online instruction may be conducted at the same ratio of course hours to office hours as face to face courses.

40.9.3 Online office hours should be conducted at times that are accessible to students who are enrolled in distance education for scheduling issues.

40.9.4 Faculty do not have to be physically on campus to conduct online office hours. However, faculty are still expected to have a physical presence on campus and take into consideration that students at the College are overwhelming not strictly an online population.

SIGNATURE PAGE

GAVILAN JOINT COMMUNITY
COLLEGE DISTRICT

GAVILAN COLLEGE FACULTY
ASSOCIATION /CTA/NEA



Dr. Kathleen A. Rose, Superintendent/Presi



Robert Overson, President

Negotiating Team

Mike Renzi, J.D.
Lead Negotiator
Vice President of Administrative Services
Dr. Eric Ramones
Associate Vice President of Human
Resources
Denee Pescarmona
Vice President of Academic Affairs/Interim
Vice President of Student Services

Negotiating Team

Cherise Mantia
Lead Negotiator

Ken Wagman

Sabrina Lawrence

**APPENDIX A
FACULTY SALARY SCHEDULES**

Full-Time Faculty Salary Schedule

FY 2019 - 2020

Effective November 1, 2019

2.75% COLA

Doctoral Stipend Included in TRACK V

	Step	Track I	Track II	Track III	Track IV	Track V
	1	60,171.4230	64,109.3809	68,393.6668	72,331.6248	75,845.3696
	2	62,725.1760	66,697.4348	70,994.9984	74,953.9796	78,467.7244
	3	65,286.6744	69,276.6369	73,604.0755	77,581.8666	81,095.6115
	4	67,851.4922	71,853.6259	76,205.4071	80,192.0500	83,705.7949
	5	70,411.8841	74,441.6799	78,812.2711	82,823.2567	86,337.0016
	6	72,976.7019	77,013.1365	81,419.1351	85,446.7179	88,960.4628
	7	75,529.3485	79,597.8710	84,012.7214	88,063.5402	91,577.2851
	8	78,091.9535	82,180.3925	86,618.4789	90,693.6403	94,207.3851
	9	80,660.0907	84,760.7011	89,222.0235	93,311.5691	96,825.3140
	10	83,226.0151	87,346.5420	91,826.6746	95,929.4979	99,443.2428
	11	85,784.1939	89,923.5311	94,429.1127	98,549.6397	102,063.3845
	12		92,504.9460	97,020.4860	101,176.4203	104,690.1652
	13			99,631.7760	103,795.4556	107,309.2004
	14				106,420.0234	109,933.7682
Steps 15 - 19	15				109,041.2715	112,555.0164
Are Career	16				111,662.5199	115,176.2647
Increments	17				114,289.3005	117,803.0453
	18				116,906.1227	120,419.8676
	19				119,526.2646	123,040.0094
	20					
	21					
Step 22 is a Longevity Increment	22		95,163.8146	102,311.6676	122,211.6886	125,725.4323

Initial placement above step 6 requires administrative approval. Doctorate stipend of \$3,513.74 added to each cell in Track IV to determine corresponding cell in Track V.

GAVILAN COLLEGE CONTRACT AND REGULAR ACADEMIC SALARY SCHEDULE

TRACK AND STEP PLACEMENT

1. The first six (6) years of education and work experience in the instructional field, or a combination thereof, shall be used to determine the proper column of the salary schedule for vocational instructors.
2. After the proper column has been determined for vocational instructors, all remaining years of experience not used for credentialing shall be used to determine the proper step on the salary schedule. For all instructors as appropriate, each year of teaching in an accredited institution shall be counted as one (1) step and each two (2) years of the kind of work that qualifies for the credential shall be counted as one (1) step. However, five (5) steps are the maximum number normally granted for teaching and work experience, with entry no higher than the sixth (6th) step. The Superintendent/President is authorized to negotiate for initial employment beyond the sixth (6th) step in cases of unusual circumstances. The Faculty Professional Learning Committee must submit a recommendation to the Superintendent/President and he/she will present it along with his/her own recommendation for final placement in such cases.
3. All units listed in Track III B and Track IV B below must be taken subsequent to the degree.
4. Subtract \$550.00 for less than minimum qualifications in Track I.
5. All college credits and degrees must be supported by official transcripts from accredited colleges and universities.
6. Any kind of work experience used for placement on the salary schedule must be verified by letters showing inclusive dates from former employers.
7. Advancement through Step 14 will be dependent on satisfactory completion of thirty-eight (38) hours of co-curricular activities (see Appendix B) as determined by Faculty Professional Learning Committee.
8. Full-time Unit Members shall be employed by the District at least 60% of the teaching days in the academic year before qualifying for the next step on the salary schedule.
9. All courses used for advancement on the salary schedule shall have the approval of the Faculty Professional Learning Committee. Prior approval is recommended.
10. No change in salary track classification through summer session units will be obtained unless such notice of intention to change salary classifications has been filed in the Vice President of Academic Affairs office by June 7 of that year.
11. Effective November 1, 2017, initial placement on the salary schedule will be based upon the Master's degree. If the discipline does not have a Master's Degree available, a lower degree may be used.

TRACK I

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

TRACK II

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

TRACK III

- A. Requirements for Track II, plus fifteen (15) units earned subsequent to meeting requirements for Track II.
- B. MA + fifteen (15) units

TRACK IV

- A. Requirements for Track III, plus fifteen (15) additional units earned subsequent to meeting requirements for Track III.
- B. MA + thirty (30) units

TRACK V

Placement requires an earned Doctorate degree.

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

CREDIT PART-TIME FACULTY SALARY SCHEDULE

FY 2019-2020

Effective November 1, 2019

2.75% COLA**LECTURE****30 Unit Lecture Load Per Year****Pay Per One (1) Credit Semester Lecture Unit**

Step	Step Placement Intervals	Track I		Track II		Track III		Track IV		Track V	
		Hrly	Sem.	Hrly	Sem.	Hrly	Sem.	Hrly	Sem.	Hrly	Sem.
1	1-4 Terms	\$66.6625	\$1,155.9278	\$70.9435	\$1,230.1603	\$75.6017	\$1,310.9335	\$79.8834	\$1,385.1782	\$83.6457	\$1,450.4164
2	5-6 Terms	\$69.4370	\$1,204.0376	\$73.7575	\$1,278.9551	\$78.4298	\$1,359.9727	\$82.7345	\$1,434.6162	\$86.4994	\$1,499.8996
3	7-8 Terms	\$72.2242	\$1,252.3676	\$76.5608	\$1,327.5643	\$81.2668	\$1,409.1663	\$85.5913	\$1,484.1531	\$89.3549	\$1,549.4140
4	9-10 Terms	\$75.0127	\$1,300.7202	\$79.3646	\$1,376.1822	\$84.0963	\$1,458.2298	\$88.4309	\$1,533.3918	\$92.1938	\$1,598.6405
5	11-12 Terms	\$77.7961	\$1,348.9844	\$82.1787	\$1,424.9787	\$86.9288	\$1,507.3454	\$91.2903	\$1,582.9738	\$95.0538	\$1,648.2329
6	13-14 Terms	\$80.5733	\$1,397.1410	\$85.1128	\$1,475.8560	\$90.0325	\$1,561.1636	\$94.5490	\$1,639.4797	\$98.4472	\$1,707.0744
7	15-16 Terms	\$83.2321	\$1,443.2446	\$87.9214	\$1,524.5571	\$93.0036	\$1,612.6824	\$97.6692	\$1,693.5839	\$101.6960	\$1,763.4086
8	17+ Terms	\$85.9788	\$1,490.8724	\$90.8229	\$1,574.8691	\$96.0727	\$1,665.9006	\$100.8923	\$1,749.4725	\$105.0520	\$1,821.6017

Note: Numbers based on annual basis may vary a few cents due to rounding.

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

Meeting Rate = \$42.01/hr. or a stipend.

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

Lecture Overload: Full-time Faculty Overload Lecture Instruction = Highest Step of Credit Part-time Salary Schedule-Lecture

Notes: Part-time faculty fingerprint costs will be paid by the District. The hourly rates are calculated by dividing the semester course rates by 17.34.

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

LECTURE
30 Unit Lecture Load Per Year
Pay Per One (1) Credit Semester Lecture Unit

PART-TIME FACULTY SALARY PLACEMENT - CREDIT INSTRUCTION

TRACK AND STEP PLACEMENT

1. Education and work experience in the instructional field, or a combination thereof, shall be used to determine the proper column of the salary schedule.
2. After the proper column has been determined for vocational instructors, all remaining years of experience not used for credentialing shall be used to determine the proper salary placement. For all instructors as appropriate, each year (based on two (2) terms per year) of teaching in an accredited community college institution shall be counted and each two (2) years (based on two (2) terms per year) of the kind of work that qualifies for the credential shall be counted.
3. Maximum beginning placement: New instructors may be given placement credit up through a maximum of Step 3 of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.
4. "Term" means a semester or equivalent earned during a regular academic term (i.e., Fall and Spring semesters only).
5. After initial placement faculty cannot move more than one (1) step per year from the date of hire and terms required must be earned during the Fall and Spring semesters only with all terms being taught for the Gavilan Joint Community College District.
6. All units listed in Track III, Track IV, and Track V below must be taken subsequent to the degree.
7. All college credits and degrees must be supported by official transcripts from accredited colleges and universities. Proof of all information used in Track and Step placement must be provided at least 60 days after the date of hire or placement will be effective the following semester.
8. Any kind of work experience used for placement on the salary schedule must be verified by letters showing inclusive dates from former employers.
9. For movement across tracks, after initial placement, units must be approved by the Faculty Professional Learning Committee and verified by supporting documents.
10. No change in salary track classification through summer session units will be obtained unless such notice of intention to change salary classifications has been filed in the Vice President of Academic Affairs' office by June 7 of that year.
11. Effective November 1, 2017, initial placement on the salary schedule will be based upon the Master's Degree. If the discipline does not have a Master's Degree available, a lower degree may be used.

Track and Step Placement for Existing (FY 06/07) Lecture Part-Time Faculty

“Existing” part-time faculty are those part-time faculty that taught in either the Fall 06 semester and or the Spring 07 semester and who will also be teaching in the Fall 07 semester.

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

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

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

TRACK I

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

TRACK II

1. No degree-six (6) years related work experience-twelve (12) semester units professional education course work and six (6) semester units’ electives.
2. AA* degree and four (4) years related work experience-twelve (12) semester units professional education course work and six (6) semester units electives.
3. BA* degree and two (2) years related work experience (major or minor in subject matter area related to the work experience) and six (6) semester units of appropriate professional education course work.
4. Master’s degree*.
5. Other life teaching credentials valid for the Community College

TRACK III

1. Requirements for Track II, plus fifteen (15) units earned subsequent to meeting requirements for Track II
2. MA = fifteen (15) units

TRACK IV

- A. Requirements for Track III, plus fifteen (15) additional units earned subsequent to meeting requirements for Track III.
- B. MA + thirty (30) units.

TRACK V

Placement requires an earned Doctorate degree.

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

CREDIT PART-TIME FACULTY SALARY SCHEDULE

FY 2019-2020

Effective November 1, 2019

2.75% COLA**LAB**

Step	STEP PLACEMENT INTERVALS	Hourly Rate	Semester Rate
1	0-4 Terms	\$58.2076	\$1,009.3198
2	5-10 Terms	\$62.4969	\$1,083.6962
3	11-12 Terms	\$66.9272	\$1,160.5176
4	13-14 Terms	\$69.3164	\$1,201.9464
5	15-16 Terms	\$71.6038	\$1,241.6099
6	17+ Terms	\$73.9667	\$1,282.5826

Note: Numbers based on annual basis may vary a few cents due to rounding

Meeting Rate= \$42.01/hr. or a stipend

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

Lab Overload:

Full - Time Faculty Overload Lab Instruction = Highest Step of Credit Part-Time Salary Schedule -Lab

Full-Time Faculty Counselors/Nurse/Librarian= Highest Step of Credit Part-Time Salary Schedule- Lab

Maximum beginning placement: New instructors may be given placement credit up through a maximum of five (5) years or 10 terms of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.

Notes:

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

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

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

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

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

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

Example B. A typical 3-unit lecture class, meeting 6 hours weekly, for $\frac{1}{2}$ semester, will earn 3 semester course hours of gross pay.

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

NON-CREDIT PART-TIME FACULTY SALARY SCHEDULE

FY 2019-2020

Effective November 1, 2019

2.75% COLA

Step	Step Placement Intervals		
		BA (OR AA)	MA (OR Ph.D.)
1	0-4 Terms	\$44.5026	\$48.5302
2	5-10 Terms	\$48.5302	\$52.5689
3	11-12 Terms	\$52.5689	\$56.5963
4	13-14 Terms	\$54.4388	\$58.6212
5	15-16 Terms	\$56.2352	\$60.5557
6	17+ Terms	\$58.0910	\$62.5540

Note: Numbers based on annual basis may vary a few cents due to rounding.

Maximum beginning placement: New instructors may be given placement credit up through a maximum of five (5) years or 10 terms of prior teaching and/or professional experience. Such experience must be comparable and/or directly related to the teaching assignment.

Notes:

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

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

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

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

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

Example B. A typical 3-unit lecture class, meeting 6 hours weekly, for ½ semester, will earn 3 semester course hours of gross pay.
3. Courses with a combination of lecture and laboratory designated hours will be paid according to the proportional split of those hours scheduled.
4. Full-time non-credit faculty teaching an overload for extra pay shall be placed on Step 3.
5. All instructors must meet minimum qualifications for the discipline, or have established equivalency verification, or hold appropriate certification.
6. Counselors (Credit/Non-Credit) shall be paid at the Credit Rate

APPENDIX B

CO-CURRICULAR ACTIVITIES FOR FULL-TIME FACULTY

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

For Steps 15 to 19, three (3) of the five (5) annual advancements may also be based on satisfactory completion of co-curricular activities. The other two (2) (or more if the faculty member chooses not to use co-curricular activities) advancements will be contingent on completion of the educational activities and projects enumerated in Section 23.1.3.3.

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

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

1. Activities related to institutional governance, planning, and support:
 - a. Active participation in College standing and ad hoc committees (e.g., President's Council, Faculty Senate, Strategic Planning, Accreditation Committees, Screening Committees, I.E.C., HRDAC, Staff Development Committee, Curriculum Committee, Scholarship Committee, Health, Safety, Facilities and Grounds Committee, Equivalency Committee, Graduation Committee, Tenure Review Committee, etc.).
 - b. Active involvement in student activities, clubs, and organizations
 - c. Active involvement in student mentoring, tutoring, and advising
 - d. Active involvement with recruitment and articulation
 - e. Preparation of grant proposals and grant management
2. Professional activities:
 - a. Active participation in professional organizations
 - b. Publication in journals, etc.
 - c. Conference, seminar, workshop presentations and attendance
 - d. GCFA Executive Board and Grievance Officer
3. Community activities:
 - a. Participation in community service organizations, committees, councils, commissions, etc.
 - b. Attendance at College events/functions (i.e., graduation, awards ceremonies, performances, etc.)
 - c. Involvement with government educational agencies, councils, groups, etc.

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

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

APPENDIX C

ADVISING, COUNSELOR/LIBRARIAN HOURS, AND STIPENDS

1. Advising of Students by Faculty

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

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

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

Compensation for faculty advising may be as a flex activity, as an additional duty assignment per Article 26, or as compensatory time per Section 14.1.1.

2. Librarian during Summer Session

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

APPENDIX D

SIDE LETTER–ACCESS TO PERSONNEL FILE

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

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

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

APPENDIX E

CRITERIA FOR ACADEMIC REDUCTION IN FORCE FOR FULL-TIME FACULTY

Section 1. General

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

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

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

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

Section 2. Reduction Criteria

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

- A. Qualification means the possession of the authorized credentials issued by the State of California for service in a California public Community College authorizing service in the area in question.
- B. Competency means demonstrated acceptable performance. Competency may be demonstrated by submission of evidence, subject to verification by the District, of the following:
 - (1) Teaching experience in the particular kind of subject related service(s) in question;
 - (2) The recency of such teaching experience;
 - (3) The level of the teaching experience and the duration of such teaching experience;
 - (4) Credentials, degrees, majors and minors;
 - (5) Comparable related non-teaching work experience as may be applicable to the particular kind of subject related service(s) in question;

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

APPENDIX F**LECTURE EQUIVALENCY HOURS (LEH) ATHLETICS**

LEH will be awarded using the following scale per term.

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

APPENDIX G

RETIREE FRINGE BENEFITS

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

Academic Calendar 2019-2020

SUMMER 2019 - 29 days	
17-Jun	First Day of Instruction
4-Jul	Holiday (Independence Day)
26-Jul	Last Day of Instruction
FALL 2019 - 84 days	
7-Aug	Aviation First Day of Instruction
21-Aug	Part-Time Faculty Orientation (evening)
22-Aug	New Full-Time Faculty Orientation
23-Aug	Flex Day (Mandated)
26-Aug	First Day of Instruction
2-Sep	Holiday (Labor Day)
9-Sep	First Census
11-Nov	Holiday (Veterans' Day, Observed)
28-Nov-29	Holiday (Thanksgiving)
December 9-14	Final Exams
14-Dec	Last Day of Semester
25-Dec-26	Holiday (Christmas)
December 31, January 1	Holiday (New Year's)
WINTER INTERSESSION - 16 days	
2-Jan	First Day of Instruction
20-Jan	Holiday (Martin Luther King)
24-Jan	Last Day of Classes
SPRING 2020 - 84 days	
9-Jan	Aviation First Day of Instruction
23-Jan	Part-Time Faculty Orientation (evening)
24-Jan	Flex Day (Mandated)
27-Jan	First Day of Instruction
10-Feb	First Census
14-Feb-17	Holiday (Presidents' Day)
April 6-12	Spring Instructional Break
May 16-22	Final Exams
22-May	Last Day of Semester
22-May	Graduation
25-May	Holiday (Memorial Day)
SUMMER 2020 - 29 days	
15-Jun	First Day of Instruction
3-Jul	Holiday (Independence Day)
24-Jul	Last Day of Instruction

District Calendar 2019-2020

July 2019						
S	M	T	W	T	F	S
	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			

August 2019						
S	M	T	W	T	F	S
				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

September 2019						
S	M	T	W	T	F	S
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					

October 2019						
S	M	T	W	T	F	S
		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 2019						
S	M	T	W	T	F	S
					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

December 2019						
S	M	T	W	T	F	S
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 2020						
S	M	T	W	T	F	S
			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	

February 2020						
S	M	T	W	T	F	S
						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

March 2020						
S	M	T	W	T	F	S
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 2020						
S	M	T	W	T	F	S
			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 2020						
S	M	T	W	T	F	S
					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 2020						
S	M	T	W	T	F	S
	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				



First Day of Instruction



Spring Instructional Break



Professional Learning



Holiday (Campus Closed)



Faculty Orientation

*Christmas to New Year Break
limited service*

Instructional Days 168

Flex Days (mandated) 2

Flex Days (contract) 5

 175

Academic Calendar 2020-2021

SUMMER 2020

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

FALL 2020

August 5	Aviation First Day of Instruction
August 19	Orientation - Part-Time Faculty (evening)
August 20	Orientation - New Full-Time Faculty
August 21	Flex Day (mandated)
August 24	First Day of Instruction
September 7	Holiday (Labor Day)
September 8	First Census
November 11	Holiday (Veteran's Day)
November 26, 27	Holiday (Thanksgiving)
December 12	Last Day of Semester
December 24, 25	Holiday (Christmas)
December 31, January 1	Holiday (New Year)

WINTER INTERSESSION - 17 DAYS

January 4	First Day of Instruction
January 18	Holiday (Martin Luther King)
January 27	Last Day of Intercession

SPRING 2021

January 14	Aviation First Day of Instruction
January 27	Part-Time Faculty Orientation (evening)
January 28	Flex Day (optional)
January 29	Flex Day (mandated)
February 1	First Day of Instruction
February 16	First Census
February 12, 15	Holiday (President's Day)
April 5-11	Spring Instructional Break
May 22-28	Final Exams
May 28	Last Day of Semester
May 28	Graduation
May 31	Holiday (Memorial Day)

SUMMER 2021

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

District Calendar 2020-2021

July 2020						
S	M	T	W	T	F	S
			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	

August 2020						
S	M	T	W	T	F	S
						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					

September 2020						
S	M	T	W	T	F	S
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First Day of Instruction

X Spring Instructional Break

Professional Learning

Holiday (Campus Closed)

Faculty Orientation

*Christmas to New Year Break
limited service*

Instructional Days	168
Flex Days (mandated)	3
Flex Days (contract)	4
	175

Academic Calendar 2021-2022

SUMMER 2021

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

FALL 2021

August 4	Aviation First Day of Instruction
August 18	Orientation - Part-Time Faculty (evening)
August 19	Orientation - New Full-Time Faculty
August 20	Flex Day (mandated)
August 23	First Day of Instruction
September 6	Holiday (Labor Day)
September 7	First Census
November 12	Holiday (Veteran's Day)
November 25, 26	Holiday (Thanksgiving)
December 11	Last Day of Semester
December 24, 27	Holiday (Christmas)
December 31, January 3	Holiday (New Year)

WINTER INTERSESSION - 16 DAYS

January 4	First Day of Instruction
January 17	Holiday (Martin Luther King)
January 26	Last Day of Intercession

SPRING 2022

January 13	Aviation First Day of Instruction
January 26	Part-Time Faculty Orientation (evening)
January 27	Flex Day (optional)
January 28	Flex Day (mandated)
January 31	First Day of Instruction
February 14	First Census
February 18, 21	Holiday (President's Day)
April 4-10	Spring Instructional Break
May 21-27	Final Exams
May 27	Last Day of Semester
May 27	Graduation
May 30	Holiday (Memorial Day)

SUMMER 2022

June 13	First Day of Instruction
July 4	Holiday (Independence Day)
July 22	Last Day of Instruction

District Calendar 2021-2022

July 2021						
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February 2022						
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First Day of Instruction

Professional Learning

Faculty Orientation

X Spring Instructional Break

Holiday (Campus Closed)

*Christmas to New Year Break
limited service*

Instructional Days	168
Flex Days (mandated)	3
Flex Days (contract)	4
	175

Academic Calendar 2022-2023

SUMMER 2022

June 13	First Day of Instruction
July 4	Holiday (Independence Day)
July 22	Last Day of Instruction

FALL 2022

August	Aviation First Day of Instruction
August 17	Orientation - Part-Time Faculty (evening)
August 18	Orientation - New Full-Time Faculty
August 19	Flex Day (mandated)
August 22	First Day of Instruction
September 5	Holiday (Labor Day)
September 6	First Census
November 11	Holiday (Veteran's Day)
November 24, 25	Holiday (Thanksgiving)
December 10	Last Day of Semester
December 23, 26	Holiday (Christmas)
December 30, January 2	Holiday (New Year)

WINTER INTERSESSION - 16 DAYS

January 3	First Day of Instruction
January 17	Holiday (Martin Luther King)
January 26	Last Day of Intersession

SPRING 2023

January	Aviation First Day of Instruction
January 25	Part-Time Faculty Orientation (evening)
January 26	Flex Day (optional)
January 27	Flex Day (mandated)
January 30	First Day of Instruction
February 13	First Census
February 17, 20	Holiday (President's Day)
April 3-9	Spring Instructional Break
May 20-26	Final Exams
May 26	Last Day of Semester
May 26	Graduation
May 30	Holiday (Memorial Day)

SUMMER 2023

June 12	First Day of Instruction
July 4	Holiday (Independence Day)
July 21	Last Day of Instruction

District Calendar 2022-2023

July 2022						
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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January 2023						
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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First Day of Instruction



Spring Instructional Break



Professional Learning



Holiday (Campus Closed)



Faculty Orientation

*Christmas to New Year Break
limited service*

Instructional Days	168
Flex Days (mandated)	3
Flex Days (contract)	4
	<hr/> 175

APPENDIX I**DEPARTMENT CHAIR DUTIES**

All duties listed below are done in conjunction with Administration to ensure essential tasks are completed. Administration is responsible for hiring, evaluation and budget approvals.

- Lead the development and assessment of ILOs for the college that are mapped through the departments.
- Develop Program Plans, IEC reviews, and schedules based on FTES projections, participate in enrollment management based on student needs, develop and update curriculum according to update cycle.
- Propose annual budget based on enrollment management needs and program changes/implementation.
- Ensure department SLOs/PLOs are assessed on a cyclical basis and reported annually.
- Develop projections for instructional equipment 5-year budget plan.
- Monitor budget expenditures throughout the fiscal year.
- Purchase and order department or program materials and supplies.
- Participate on hiring, tenure review committees or assure departmental representation.
- Plan and conduct monthly department meetings, create agendas, post minutes on department or division website.
- Participate in interview and hiring process of part time faculty.
- Assist with creating a pool of trained faculty observers.
- Support the supervising administrator and the part time faculty member in identifying a trained faculty observer.
- Participate in the student resolution process as stipulated in the college catalog.
- Work with the mentoring coordinator to train and facilitate mentoring new faculty.
- Recommend changes to the department website and review department brochures.
- Actively participate in integrated planning to include short and long term.
- Collaborate with Human Resources department to assist in recruiting faculty.
- Ensure textbook orders for department and required/optional text per course outline are in place; and follow up with faculty to ensure orders are placed in a timely manner.
- Provide input for evaluation of professional support staff.
- Review and recommend updated catalog content.
- Participate in articulation efforts with high schools, colleges and state agencies.

APPENDIX J**STIPEND LIST**

<u>TITLE</u>	<u>STIPEND</u>
Head Coach (All Sports)	\$3,662.47
Assistant Coach (All Sports)	\$2,906.18
<u>PROGRAM</u>	<u>STIPEND</u>
Aviation	\$3,353.76
Cosmetology	\$3,353.76
Journalism Advisor	\$3,353.76
Drama Advisor	\$3,353.76
ASGC Advisor	\$3,353.76
Head Librarian	\$3,353.76
Study Abroad Faculty	\$10,270.89

* Study Abroad Faculty stipend is a total of \$10,270.89 if more than one faculty member travels with the class, the amount will be divided.

<u>DISTRICT</u>	<u>STIPEND</u>
GCFA Lead Negotiator	\$3,353.76
GCFA Negotiator	\$3,353.76
GCFA Negotiator	\$3,353.76
GCFA Negotiator	\$3,353.76
GCFA Grievance Officer	\$3,353.76
<u>PLO /SLO</u>	<u>STIPEND</u>
PLO (Per PLO)	\$206.75
SLO (Per class)	\$157.21

Any future increases to the salary schedule will increase stipends by the same percentage amount.

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING

BETWEEN GCFA AND THE DISTRICT

May 20, 2005

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

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

GCFA

S.Au-Yeung
M. Friedman
K. Miller

District

J. Keeler
F. Lozano

MEMORANDUM OF UNDERSTANDING
BETWEEN
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
AND
GAVILAN COLLEGE FACULTY ASSOCIATION
REGARDING COVID-19 CORONAVIRUS

The Gavilan Joint Community College District (“District”) and Gavilan College Faculty Association (“GCFA”) enter this Memorandum of Understanding (“MOU”) regarding the issues related to the coronavirus COVID-19 (“coronavirus”).

The parties recognize that the District was required to shelter in place by the County of Santa Clara effective March 17, 2020 at 12:01am to slow the spread of illness arising from the coronavirus. Since then, District campuses were closed, and operations continued remotely.

The parties agree to the following:

1. The District and unit members will work cooperatively to transition courses to an online format effective March 18th. The anticipated date of return to normal campus operations and face-to-face instruction is May 4, 2020, however, the parties understand this date may change as the COVID-19 emergency crisis continues to evolve. Both parties agree to abide by recommendations from the CDC and state health department, and to consult collegially in order to protect the health of students and staff.
2. Given the State Chancellor’s Office guidelines on Distance Education Addendums, both Parties agree to temporarily waive the requirement of a Curriculum Committee approved DE Addendum for each course. Additionally, both parties agree to temporarily waive the Online instructional faculty qualifications as outlined.
3. Both parties agree and acknowledge that the transition to an online format is not a substitute for face-to-face instruction and does not equate to face-to-face instruction. Rather, it is a temporary mechanism to continue to provide instruction given the current COVID-19 emergency crisis and take preventative measures to social distance and minimize further outbreak. During this period unit members are expected to provide the best possible learning experience for students while using the tools available by the District.
4. Unit members who were identified as “high risk” due to age or long term health issue were sent home on March 16 and unit members who may have been or were potentially exposed to the coronavirus will not be deducted any sick, personal, or extended leave through March 17.

The District determined the need to commence emergency campus/offsite closures effective March 17 through May 4 arising from the Coronavirus. As such:

5. Any decisions to extend school closures will be communicated by District email address or phone.
6. Unit members shall not be directed or required to report to their worksite while their worksite is closed to students, unless identified as an essential employee or legally required as a disaster service worker under Government Code 3100.

7. Unit members compensation and benefits shall not be reduced in the event of an emergency school closure.
8. The District will continue to provide software and training resources for applicable technology (Zoom, Canvas, Cranium Café, etc.)-for unit members to engage with students online during school closures.
9. All unit members will receive a single reimbursement for the period of March 16-April 13 of up to \$75 for purchasing technological device(s) (including Webcams, WiFi Hotspots), or other purchases not specifically mentioned in this MOU to teach online upon providing a receipt of payment to the Business Office. Purchases made for any additional supplies or equipment needed by faculty members for purposes of online student instruction may be submitted through the Business Office for reimbursement subject to Vice President approval. Future purchases by faculty must require prior approval from the Vice President in accordance with District Policies (BP/AP 6100) and departmental purchasing procedures. Unit members who do not have access to the technology tools to provide online/remote education will be loaned available tools by the District at no charge to the Unit Member.
10. All faculty with face-to-face teaching (including non-classroom assignments) in the Spring 2020 semester may exercise their rights according to Article 40 sections 5.1 and 5.2 to apply for Professional Development Funds allocation as applicable for training/professional development to transition to an online/remote format.
11. Faculty undergoing an evaluation process should have their evaluation moved to a future semester, unless enough data has been gathered to complete the contractual obligations for an evaluation by the end of the semester. Faculty on an improvement plan will have an additional semester to achieve the plan, and all otherwise applicable contractual and statutory deadlines shall be adjusted accordingly.
12. All part-time faculty will maintain their Spring 2020 LEH subject to terms of their employment contract.
13. Part-time Faculty who have earned reappointment rights will maintain their reappointment rights- due to COVID-19 issues and will not grieve a failure to timely evaluate or other failure by the District to take timely action due to that reason.
14. The due date for submission of documents for a sabbatical or salary placement movement will be June 30, 2020.
15. FLEX and Co-Curricular

Of the required 38 hours for full-time co-curricular activities per Appendix B, the Faculty Professional Learning Committee (FPLC) approved a maximum of 30 hours that can be used toward FLEX and/or co-curricular for time spent converting face to face classes to online, assisting fellow faculty in transitioning their coursework online, and/or updating existing assignments to online assignments. This is for the remainder of this academic year and can be used in lieu of other activities that are no longer available or viable due to the COVID-19 shelter in place order.

Faculty need not resubmit their FLEX forms. When the final report is submitted to the office of Vice President of Academic Affairs by June 30th, faculty are to provide a detailed description of any modifications to their Flex form including how many hours were spent on online preparation and what was completed.


Co-curricular submission deadline has been extended from April 1st to May 1st.

Professional development funds can be used for online classes that you have completed, are planning on taking, or are presently taking. If a faculty member paid for the classes out of pocket, they can apply for professional development funds. For example, if a faculty member completed an @ONE course to help improve their pedagogy online, they can submit a form for reimbursement located on the FPLC website. Professional development funds cannot be used for reimbursing equipment purchases, hours of additional prep for online instruction, etc.

16. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement. Moreover, some of the provisions herein are required by the Governor's March 13 Executive Order continuing school funding during the COVID-19 emergency. To the extent the validity of those provisions is dependent upon the Executive Order, the parties agree that if and when that Executive Order expires or otherwise becomes ineffective, this MOU shall itself and to that degree cease to be binding.
17. All closed facilities at each Gavilan College location will be sanitized before staff or students return to in-person operations.

GCFA reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year. Unless it has not already done so by virtue of the cessation of the March 13 Executive Order, this MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

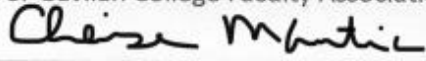
For Gavilan Joint Community College District:



Date

4-7-2020

For Gavilan College Faculty Association:



Date

4/7/2020

MEMORANDUM OF UNDERSTANDING
BETWEEN
GAVILAN JOINT COMMUNITY COLLEGE DISTRICT
AND
GAVILAN COLLEGE FACULTY ASSOCIATION
REGARDING COVID-19 CORONAVIRUS
ADDENDUM
June 1, 2020

Per the Memorandum of Understanding between Gavilan Joint Community College District and the GCFA, the GCFA is exercising their right to negotiate any additional impacts of school closures in the 2019-20 school year. Unless it has not already done so by virtue of the cessation of the March 13th Executive Order, this MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

In Gavilan College's expectation to improve delivery of online instruction to its students due to the coronavirus, faculty who successfully complete facilitated coursework conducted by the Gavilan College Distance Education office during summer 2020 will be eligible to receive a training stipend up to, but not to exceed, \$2,520.


- Compensation for completing the peer online course review process and having your course awarded "Quality Reviewed" status, will adhere to Article 40.5.3 (40.6.5) of the collective bargaining agreement.
- \$300 for mentors max 48 stipends.
- \$840 for completing GOTT 1 series 20 hours, facilitated or a similar course as determined by the VPAA and \$1,680 for completing GOTT 2 series, 40 hours facilitated, or a similar course as determined by the VPAA.
- Maximum payout of \$2,520 for completing both GOTT 1 and GOTT 2 trainings for a total of 60 hours or similar courses for a total of 60 hours, as determined by the VPAA.
- Completion of the courses must occur between March 17, 2020 to August 30, 2020. Completion of training outside of this time frame will be reviewed by the VPAA.
- Faculty who have already received flex hours or co-curricular do not qualify for the stipend for the same effort.

GCFA reserves the right to negotiate any additional impacts of school closures in the 2019-20 school year. Unless it has not already done so by virtue of the cessation of the March 13 Executive Order, this MOU shall expire in full without precedent on June 30, 2020, unless extended by mutual written agreement.

For Gavilan Joint Community College District:

 6/1/2020
Mike Renzi, J.D. Date

For Gavilan College Faculty Association:

 6/1/2020
Cherise Mantia, M.A. Date