

**AGREEMENT BETWEEN THE SOUTHWESTERN  
COMMUNITY COLLEGE DISTRICT  
AND THE  
SOUTHWESTERN COLLEGE EDUCATION  
ASSOCIATION (SCEA)**

July 1, 2021

to

June 30, 2024

Ratified by the Governing Board 4-13-21

(Includes Tentative Agreements Ratified by the  
Governing Board 4-11-22)



**AGREEMENT BETWEEN THE DISTRICT AND SCEA**

**July 1, 2021 – June 30, 2024**

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## **ARTICLE I: RECOGNITION**

This is an Agreement made and entered into this 1st day of July, 2021, between the Southwestern Community College District (hereinafter referred to as the "District") and the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association (hereinafter referred to as the "Association").

- 1.1 The Southwestern Community College District Governing Board hereby recognizes the Southwestern College Education Association/Community College Association/California Teachers Association/National Education Association affiliate as the sole and exclusive representative of those employees as enumerated below:

**The Unit shall include:** All full-time and part-time instructional and non-instructional faculty, except as noted below.

**The Unit shall exclude:** Substitute instructors serving less than one (1) semester as replacement for officially assigned instructors; and all Management, Supervisory and Confidential employees as defined by the Educational Employment Relations Act (E.E.R.A.).

**Excluded Management Employees:** The determination of Management employees shall be designated by the District, and Southwestern College Education Association (S.C.E.A.) shall be consulted on designated positions. Assigned management duties shall not include Bargaining Unit work of teaching or counseling. S.C.E.A. has the right to appeal any management designation to the Public Employment Relations Board (P.E.R.B.).

- 1.2 Nothing herein may be construed to limit the right of any employee or employee organization to consult with the District on any matter outside the scope of representation.
- 1.3 **E.E.R.C. Representation:** The District and the Association may establish an Employer/ Employee Relations Committee. The committee shall consist of three (3) members appointed by the Association, and three (3) members appointed by the District. The Employer/Employee Relations Committee shall meet at least once per month, unless mutually agreed upon to modify such schedule. The Human Resources Office shall be responsible for scheduling the first committee meeting, which shall take place during the first thirty days of each semester. At the first committee meeting, the committee shall establish the protocol for scheduling committee meetings for the remainder of the semester. The purpose of the committee is to assist in the resolution of perceived employer/employee problems. The committee shall not, in any way, amend, modify or change the present contract. All agenda items shall be submitted to the designated secretary three (3) days prior to the scheduled meeting. The agenda shall be distributed to all committee members twenty-four (24) hours prior to the scheduled meeting.

- 1.4 **Joint Briefing**

District leadership and Association leadership shall jointly brief District administrators on the terms and conditions of the contract between the District and the Association once each academic year.

## **ARTICLE II: DISTRICT RIGHTS**

- 2.1 The District, on its own behalf, and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities not specifically modified by the terms and conditions of this Agreement.

### **ARTICLE III: ASSOCIATION RIGHTS**

- 3.1 The Association's duly authorized campus representatives shall have the right to use college facilities at any time that does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association's use of the facility when the College is normally not in operation.
- 3.2 The District shall provide the Association with office space, and will provide reproduction services to the Association at the rate of eight cents (\$.08) per copy. Any change in Association office space assignment shall require the written approval of both the District and S.C.E.A.
- 3.3 The District shall set aside reasonable bulletin board space for Association use. Bulletin boards shall be located in the School workrooms or lounges. The Association shall be responsible for keeping material updated.
- 3.4 Unit Members who are duly authorized Association representatives shall be free 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, providing that such activity not interfere with the instructional process and assigned duties of the Unit Members.
- 3.5 Within the provisions of adopted Governing Board policy, the President of the Association or his/her designee shall have the right to submit arguments and data relative to agenda items at the first consideration of that item by the Governing Board.
- 3.6 A campus faculty parking identification sticker shall be provided to the Association for its designated local staff representative(s).
- 3.7 The District will provide the Association five (5) copies of the tentative and adopted budgets. If developed by the Governing Board, a copy of the Preliminary Budget will be provided to the Association. Five (5) copies of the C.C.F.S.-311 of the Adopted Budget will be provided to the Association.
  - 3.7.1 At the request of the Association, the District shall provide the Association with the following information within twenty-four (24) hours after the information becomes available to the District.
    - 3.7.1.1 **Loading Reports:** When requested.
    - 3.7.1.2 **Census Week Class Loading Reports:** Six (6) weeks from the opening of each semester.
    - 3.7.1.3 **Board Agendas**
    - 3.7.1.4 Copies of any existing report that is available to the public, within twenty-four (24) hours of the request. No more than two (2) reports may be requested in any twenty-four (24) hour period of time.
  - 3.7.2 At the request of the Association, the District shall provide the Association with any documents/reports that require research, compilation, and/or retrieval from storage within ten (10) days of the request, provided the documents are disclosable public records.

- 3.7.3 At the request of the Association, the District shall provide the Association with any District salary information within ten (10) days of the request.
- 3.8 Paid staff representatives of the Association or its affiliates may meet with Unit Members on campus provided that no interruption of instruction results.
- 3.9 The Association shall have the right to use the faculty mailboxes and District email, consistent with the District acceptable use policies, for communication with Unit Members. A copy of all unit-wide communications distributed in the faculty mailboxes or via District email shall be delivered to the Superintendent/President's mailbox at the same time of the distribution. All communications will be labeled with the approval of the authorized Association officer.
- 3.10 **DISTRICT NOTICE TO SCEA OF NEW HIRES**
- 3.10.1 Provide SCEA With Notice of New Hires: The College District shall provide the SCEA with notice of any newly hired employee whose position falls under SCEA's representation, on the 1st and 15th of every month, via electronic mail. The notice shall include full legal name, date of hire, job title, and work location. Should the 1st or 15th fall on a holiday or weekend, notice shall be provided on the following business day or as soon as reasonably possible.
- 3.10.2 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, or part time, hired by the College District, and who is still employed. It also includes all employees who are or have been previously employed by the College District and whose current position has placed them in the bargaining unit represented by SCEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the SCEA Unit.
- 3.11 **NEW EMPLOYEE ORIENTATION**
- 3.11.1 **Definition of New Employee Orientation:** "New employee orientation" the means onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
- 3.11.2 **Provide SCEA with Access to New Employee Orientation:** The College District shall provide SCEA access to its new employee orientations. Such access shall be limited to no more than 15 minutes of the orientation process. SCEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the College District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator, and/or group orientation sessions.
- 3.11.3 On-boarding orientations may occur at any time subject to College District needs, but will typically occur on the day following the monthly Board meetings if that day is a business day and if new employees are on the Board's agenda. This on-boarding orientation procedure will begin during the Spring term 2018. When more than one employee is on-boarded, the orientation may be a group orientation and SCEA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of SCEA representatives to attend. New employees are not compelled to attend the portion of the orientation accessed or conducted by SCEA.

- 3.11.4 The College District agrees to hold a minimum of two (2) orientation sessions during the academic year. The SCEA Labor Relations Representative may also attend the orientation.
- 3.11.5 The orientation sessions shall be held on District property.
- 3.11.6 Upon request of SCEA, during the SCEA's 15-minute portion of the orientation session, no District manager or supervisor, or non-unit employee shall be present.
- 3.11.7 **New Hire Information Packet:** The College District shall include the SCEA membership application (and a SCEA provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. SCEA shall provide the copies of any SCEA literature/membership applications to the College District for distribution. The District will inform SCEA if additional printed materials are needed at least five (5) working days before the orientation.

### 3.12 **EMPLOYEE INFORMATION**

- 3.12.1 **Provide SCEA With New Hire Contact Information:** On the last business day of each month, the College District shall provide to SCEA, via mutually agreeable secure format, the name and contact information on the new hires except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately.
- 3.12.2 This information shall be provided to SCEA regardless of whether the newly hired employee was previously employed by the College District.
- 3.12.3 The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
- i. First Name;
  - ii. Middle Initial;
  - iii. Last Name;
  - iv. Suffix (e.g. Jr., III);
  - v. Job Title/Classification;
  - vi. Department;
  - vii. Primary Worksite Name;
  - viii. Work Telephone Number;
  - ix. Home Street Address (Incl. Apartment #);
  - x. City;
  - xi. State;
  - xii. ZIP Code (5 or 9 Digits);
  - xiii. Home Telephone Number (10 Digits);
  - xiv. Personal Cellular Telephone Number (10 Digits);
  - xv. Personal Email Address of the Employee;
  - xvi. Last Four Numbers of the Social Security Number;
  - xvii. Birth Date;
  - xviii. Employee ID;
  - xix. Applicable retirement system status;
  - xx. Hire Date.
- 3.12.4 **Periodic Update of Contact Information:** The District shall also provide SCEA with a list of all bargaining unit members' names and contact information described above on, or within three (3) business days of, the last working day of September, January,



and May. The information shall be provided to SCEA, via a mutually agreeable secure FTP site or service.

- 3.13 The Association shall be granted yearly the following amount of release time which shall be used exclusively during the fall and spring semesters.
- 3.13.1 Association President shall be granted eighty percent (80%) release time annually starting January 1, 2019 for the purpose of processing grievances, contract administration, consultation with management, and attendance at federal, state and local meetings. The Vice President, Secretary, Treasurer and Part-Time Representative shall be granted twenty percent (20%) release time during the fall and spring semesters.
- 3.13.2 The District shall provide the Association with the following release time for grievance processing, representation and contract negotiations: (A) a Unit Member appointed by the Association as its Grievance Chair shall be granted twenty percent (20%) release time for two (2) semesters during the college year in which the Unit Member serves in this position; (B) a maximum of five (5) Unit Members may be designated annually by the Association to receive twenty percent (20%) release time for two (2) semesters during the college year that the Unit Member serves as a Member of the Association negotiating team; and (C) a Unit Member appointed by the Association as its Tenure Review Coordinator shall be granted one hundred percent (100%) release time during the fall and forty percent (40%) release time during spring semesters. With agreement between the District and the Association and the concurrence of the Unit Member involved, release time granted by the Association may be converted into a stipend paid at the appropriate hourly rate of the Unit Member receiving the stipend. Contract provisions that provide for banking of hours shall also apply to release time granted under this contract sub-section. See Appendix C for other release time allocations and provisions.
- 3.13.2.1 If the Association President is a 10-month employee, he/she will also receive a stipend equal to the amount of 40% of their contract load for the 11<sup>th</sup> month of the academic year. For Summer 2018, said 40% stipend will be reduced by the amount of stipends already paid by the District to the Association President for that time period.
- If the Association Grievance Chair is a 10-month employee, he/she shall receive a stipend equivalent to 20% of their contract load for the 11<sup>th</sup> month of the academic year. For Summer 2018, said 20% stipend will be reduced by the amount of stipend already paid by the District to the Grievance Chair for that time period.
- 3.13.3 The use of release hours shall be authorized by the President of the Association.
- 3.13.4 The Unit Member granted release hours by the Association shall notify the office of his/her Dean forty-eight (48) hours prior to the planned absence from assigned duties.
- 3.13.5 Release time shall be granted for ten (10) months for 10-month employees, and for eleven (11) months for eleven (11)-month employees, unless otherwise provided by the express terms of the Agreement.
- 3.14 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of representation provided Unit Members as of the date of this Agreement, unless otherwise provided by the express terms of the Agreement.
- 3.15 The District shall deduct the dues established by the Association from the monthly salary of each Bargaining Unit Member. Aggregate deductions will be remitted monthly to the Association. An adjustment may be made if a Unit Member is a dues paying member of another district in which CCA, CTA or NEA is the recognized representative for said Bargaining Unit Member.

## **Article IV: WORKLOAD**

### **4.1 CALENDAR**

- 4.1.1 Ten (10) month Academic Unit Members will be required to perform professional services for the District each academic year for one hundred seventy five (175) days. New full-time Unit Members shall be required to participate in an orientation day of four (4) hours on the day preceding the first contract day of the fall semester. The hours shall be determined by the District.
- 4.1.1.1 The annual College calendar for ten (10) month Unit Members shall be developed mutually between the Association and the Administration. If no mutual agreement on a College calendar occurs prior to the publication deadline for the College catalog, the Administration shall present a calendar to the Governing Board for adoption. The Association shall be given sixty (60) days notice prior to the publication deadline.
- 4.1.2 Academic Unit Members assigned to the Student Affairs division of the District and to the Library have an on-campus or reassigned activities requirement for the District each fiscal year between July 1 and June 30 of the following number of days: Ten (10) month assignment employees, same number of days as specified in 4.1.1; eleven (11) month employees, twenty-two (22) additional days beyond those specified in 4.1.1; twelve (12) month employees, forty-four (44) additional days beyond those specified in 4.1.1. The specific days on duty for each Unit Member shall be determined by mutual agreement between the Unit Member and his/her supervisor. Counselor contract duty days shall be scheduled Monday through Friday. If mutual agreement has not been reached, the non-duty days shall be assigned by the Dean, and the Dean shall not act in an arbitrary and capricious manner in making this assignment and shall provide the Unit Member with written reason for the assignment. For these employees, the District shall provide the opportunity for the Unit Member to have a minimum period of twenty (20) non-duty days annually exclusive of Saturday and Sunday.
- 4.1.3 With the exception of full-time non-instructional unit members, any intersession term offered by the District shall be excluded from the "academic year" as defined in Section 87601 of the Education Code, and service in connection with employment in an intersession term shall be excluded from computation of the service required as a prerequisite to attainment of, or eligibility for, classification as a regular employee of the District.

### **4.2 FLEXIBLE CALENDAR PROGRAM**

- 4.2.1 Within the academic year, five calendar days will be dedicated to professional development activities in lieu of instruction during the fall and spring semesters in accordance with the requirements of the "Flexible Calendar Program." These days will otherwise be known as "Flex Days."
- 4.2.1.1 The five Flex Days will be calendared each year as follows:
- Fall Semester:
1. Three days to be scheduled at the beginning of fall semester, to include Opening Day. Opening Day is a mandatory reporting day on campus. Opening Day must be scheduled on the last flex day prior to the first day of class.
- Spring Semester:
2. Two days to be scheduled at the beginning of spring semester, to include Opening Day. Opening Day is a mandatory reporting day on

campus. Opening Day must be scheduled on the last flex day prior to the first day of class.

- 4.2.1.2 Flex hours may be completed on campus during the designated three optional Flex days (which will include professional development instructional improvement activities), or completed elsewhere (such as at a conference, workshop, or any other approved instructional improvement activity of the Unit member's choosing).
- 4.2.1.3 Full-time instructional faculty unit members will be required to complete a total of 28 hours of professional development activities each year: four (4) hours per opening day activities in each semester, plus twenty (20) hours of professional development activities between July 1 – June 30. Flexible calendar activities must take place outside the individual faculty member's accountable hours.
- 4.2.1.4 Part-time instructional Unit Members will have a "flex" obligation of four (4) hours for each semester that they have an assignment. The Unit Member must complete the obligation during the semester in which they are teaching. Part-time Unit members will be compensated for their Flex obligation at their respective academic year hourly lab rate (see Article 15.4).
- 4.2.1.5 **State and Federal Government Mandated Training**  
State and/or Federal Government mandated training fall within the general responsibilities of both full-time and part-time faculty.
  - 4.2.1.5.1 **Full-Time Unit Members**  
Mandated trainings will be available during Opening Day. Unit Members shall complete their mandated training during Opening Day per 4.2.1.3 as part of their 28-hour Flex obligation. If the Unit Member does not complete mandated training during Opening Day, the Unit Member will be required to complete the training during the semester without additional compensation. If the amount of mandated hours exceeds the hours available on Opening Day, the District and SCEA will meet to renegotiate.
  - 4.2.1.5.2 **Part-Time Unit Members**  
Mandated trainings will be available during Opening Day. Unit Members shall complete their mandated training during Opening Day per 4.2.1.4 as part of their 4-hour obligation. If the Unit Member does not complete mandated training during Opening Day, the Unit Member will be required to complete the training during the semester without additional compensation. If the amount of mandated hours exceeds the hours available on Opening Day, the District and SCEA will meet to renegotiate.
  - 4.2.1.5.3 The College District shall give reasonable notice of such training and will offer mandated training at multiple times and in formats designated by the District to allow faculty a number of opportunities to meet these obligations.

### 4.3 WEEKLY HOURS OF SERVICE

- 4.3.1 **Classroom Instructors:** Classroom instructors are employed for a basic workweek of 38.28 hours (in a non-compressed calendar, the number of hours of work for the semester is 17.5 weeks x 35 hours per week = 612.5 hours. In a compressed calendar of 16 weeks, a basic workweek is 612.5 hours/16 weeks = 38.28 hours. See Appendix G.). Normally, Unit Members will be assigned a five-day workweek, during which they shall be present on campus or at alternate assigned work locations and engaged in assigned duties. The Dean may assign a compact schedule. That is, a workweek of fewer than five (5) days, providing the compact schedule best meets the needs of the students' educational programs. Retaining the right of assignment, the Dean or Dean's designee is under no obligation to assign a Unit Member a compact schedule. Nothing in this section shall preclude the authority of the Dean under section 4.3, Teaching Load, of this Agreement. Any permanent change in a Unit Member's scheduled hours, other than office hours, shall have prior approval of the Dean.

Unit Members assigned a contractual split-shift schedule in time or location as defined in sections 4.2.1.1 and 4.2.1.2 below shall be assigned a compact workweek unless there is mutual agreement between the Unit Member and the Dean.

- 4.3.1.1 A split-shift schedule in time is defined as having assignments in non-contiguous morning (6:00 a.m.-12:00 p.m.), afternoon (12:00 p.m.-4:30 p.m.), and evening (4:30 p.m.-10:00 p.m.) periods. For example, an instructor with 8:00 a.m., 9:00 a.m., 11:00 a.m. and 6:00 p.m. assignments on the same days would qualify as having a split-shift schedule.
- 4.3.1.2 A split-shift schedule in location or place is defined as having classes in two different locations during the same instructional day (morning and/or afternoon and/or night). For example, an instructor teaching at the Chula Vista Campus at 8:00 a.m. and 9:00 a.m. and in the afternoon at 2:00 p.m. at the Higher Education Center-San Ysidro both on the same days would qualify as having a split-shift assignment.
- 4.3.2 Unit Members agree to be on campus to attend a maximum of ten (10) School-wide, discipline, or general faculty meetings during each academic year. Unit members who are unable to attend these meetings in person, may attend virtually. Notification should be given to the cognizant Dean at least 24 hours in advance, if possible, of the meeting time to ensure the necessary technology is in place. As a professional responsibility, faculty shall attend School and/or department meetings called by the Dean or designee. The meetings shall be scheduled on a semester basis by the Dean or designee after consultation with the Unit Members of the School. The schedule of meetings shall be developed by the Opening Day of the beginning of each semester for planning purposes and may be modified anytime during the semester to accommodate schedule adjustments. These meetings shall not be scheduled at 11:00 a.m. on the second and fourth Thursday of each month.
- 4.3.3 **Counselors:** Counselors are employed for a basic workweek of thirty-five (35) hours to perform twenty-nine (29) hours per week of professional counseling duties and six (6) preparation hours each week exclusive of class and class preparation time free from counseling appointments.
- 4.3.3.1 Each Counselor assigned duties in classroom instruction shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.

- 4.3.3.2 Counselors assigned to evening contract hours shall have no regularly scheduled student counseling appointments scheduled after 6:30 p.m., except during registration periods, when the latest scheduled appointments shall be 8:00 p.m.
- 4.3.3.3 A Counselor assigned to contract counseling hours after 4:30 p.m. shall, upon the Unit Member's request, be granted a reduced contract in lieu of the evening assignment.
- 4.3.4 **Librarians:** Librarians are employed for a basic workweek of thirty-five (35) hours to perform professional librarian duties.
- 4.3.4.1 Each Librarian assigned to teach a class as part of the Librarian's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.5 **College Nurse:** The College Nurse is employed for a basic workweek of thirty-five (35) hours to perform professional nursing duties.
- 4.3.5.1 Each College Nurse assigned to teach a class as part of the College Nurse's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.6 **Speech/Language Therapist:** A Speech/Language Therapist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Speech/Language Therapist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.3.6.1 Each Speech/Language Therapist assigned to teach a class as part of the Speech/Language Therapist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.7 **Learning Disability Specialist:** - A Learning Disability Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Learning Disability Specialist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student appointments.
- 4.3.7.1 Each Learning Disability Specialist assigned to teach a class as part of the Learning Disability Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.8 **Adapted Computer Technology Specialist:** An Adapted Computer Technology Specialist is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Each Adapted Computer Technology Specialist shall have six (6) preparation hours each week exclusive of class and class preparation time during which he/she shall not be responsible for student contacts or appointments.
- 4.3.8.1 Each Adapted Computer Technology Specialist assigned to teach a class as part of the Adapted Computer Technology Specialist's contract assignment shall receive one (1) hour of preparation time for each one (1) hour assigned to the classroom.
- 4.3.9 **Staff Development Coordinator:** A Staff Development Coordinator is employed for a basic workweek of thirty-five (35) hours to perform assigned professional duties. Duties and compensation are those described in the job description.
- 4.3.10 **Tenure Review Coordinator:** A Tenure Review Coordinator is a tenured faculty member assigned to perform professional tenure review duties and serve as a liaison between the Association and the District. The Tenure Review Coordinator will be selected once every three (3) years through a competitive in-house application

process. The duties and compensation are those described in the job description and reassigned time for this position is listed in Appendix C of this contract.

4.3.11 **Paralegal Program Coordinator:** A Paralegal Program Coordinator will be selected once every three (3) years through a competitive in-house application process. The duties and compensation are those described in the job description and reassigned time for this position is listed in Appendix C of this contract.

4.3.12 **Department Chairs** - Department Chairs as faculty report directly to their respective Dean on all departmental and School matters. Reassigned time for Department Chairs shall be determined as a percentage of load as indicated in Appendix C and shall be consistent with section 4.5 of this Contract, Effect of Reassigned Time Upon Teaching Load and Office Hours. Reassigned time shall be applied for the duration of a faculty member's contract, regardless of whether the length of contract is 10, 11, or 12 months.

4.3.12.1 **Duties:** Under the administrative leadership of a Dean, the Department Chair provides leadership to foster the professional growth of the faculty, works to ensure the academic integrity of the programs, facilitates student success through innovation in the curriculum, and represents the interests of the Department. The Department Chair acts as the principal representative of the Department within the School. The Department Chair works with the Dean, works collegially with other departments and collaborates in participatory governance.

In the execution of the office of Department Chair, the Chair shall be expected to perform the following duties and functions:

1. Provide leadership in the evaluation of offered courses; work collaboratively with the Dean and other departments to design class schedules to meet the learning needs of students; provide consultation to the Dean and off-site administrators in scheduling courses at off-campus sites.
2. Conduct interviews of prospective adjunct faculty in collaboration with the Dean; make hiring recommendations to the Dean; develop and maintain a pool of qualified adjunct faculty sufficient to meet the needs of the Department; make recommendations to the College Equivalency Committee.
3. More information, including eligibility, election, and term of office, may be found in the Academic Senate document, Southwestern College Department Chairs.

4.3.13 **Academic Senate President**

Beginning July 1, 2020, if the Academic Senate President (or designee) is a 10-month employee, they will be available no fewer than twenty-one (21) additional working days beyond their 10-month contract during the summer for which they will receive a stipend equivalent to one (1) month of their current monthly contract salary. This will be paid in the first paycheck in the fall following the completion of summer duties.

The additional working days shall be arranged by mutual agreement with the Superintendent/President for the summer no later than the 8<sup>th</sup> week of the spring semester.

The work performed by the Academic Senate President (or designee) during these 21 days will be the work customarily performed by the Academic Senate President according to the Academic Senate by-laws. In the event that the Academic Senate President must appoint a designee for summer duties, the name of the designee shall be provided to the District no later than the 8<sup>th</sup> week of the spring semester prior to the summer in which the individual shall receive the stipend whenever possible.

#### 4.4 **TEACHING LOAD**

4.4.1 A full-time teaching load consists of approximately fifteen (15) lecture hour equivalents each semester. Each lecture hour taught is equated to one (1) lecture hour equivalent, LHE and each laboratory or activity hour is equated to approximately .83 of a lecture hour equivalent.

4.4.1.1 Clinical Lab Salary Additive: It is recognized by The District and The Association that clinical lab settings are unique in their outside accreditation requirements, design and implementation. The training necessary to care for patients' safety coupled with the rigor and time duration in an uncontrolled environment makes clinical lab settings unique. This uniqueness and the critical connection with safeguarding the well-being of individuals is done in a real-time clinical setting. Part-time, temporary contract, tenure-track and tenured faculty teaching the courses listed in the table below in Nursing, Dental Hygiene, or Paramedic clinical labs shall be compensated with a market lab additive.

Part-time clinical lab faculty shall receive a market lab additive of \$375 per unit.

Temporary contract faculty shall receive a market lab additive of \$1,000/month for each month of a 100% load. A Unit Member assigned to a temporary contract for less than 100% shall have their lab additive prorated in accordance with the assigned percent of load.

Tenure-track and tenured clinical lab faculty shall receive a market lab additive of \$1,000/month for each month of their ten-month contract (not to exceed \$10,000 per year).

LAB ADDITIVE COURSES		
Nursing	Paramedics EMT	Dental Hygiene
CNA 20L	EMTP 202	DH108
CNA 21L	EMTP 203	DH109
ADN 112L	EMTP 225	DH112
ADN 113L	EMTP 230	DH116
ADN 115L	EMTP 231	DH118
ADN 116L		DH121
ADN 221L		DH122
ADN 223L		DH202
ADN 225		
ADN 290		
ADN 291		
ADN 292		
ADN 293		
ORN 211L		
ST10B		
ST10C		
ST120		
ST140		
ST160		
VN103L		
VN201L		

VN250L		
VN251L		

The Lab Additive Courses list is subject to change based on future curriculum changes or updated information of class offerings. Changes to the approved list of courses shall be submitted to the Vice President of Academic Affairs by March 15<sup>th</sup> of each academic year and approved by the Vice President of Academic Affairs, the Vice President of Human Resources and the SCEA President to become effective the following fiscal year. Approval will not be unreasonably withheld.

- 4.4.2 In the event that a Unit Member's load assignment for one (1) semester contains fewer than, or more than, the hours required for a full load, the underage or overage will be carried over to the next semester. The Unit Member's load may be adjusted in the next semester by increasing or decreasing the number of instructional hours. If the underage is or exceeds two (2) LHE, that underage must be cleared from their banked load or their next accepted overload at the discretion of the Unit member. If the variance exceeds two (2) LHE or more, the adjustment shall be made in the next semester, unless there is mutual agreement between the Unit Member and the Dean to postpone the adjustment.
- 4.4.3 A Unit Member teaching on contract may be required to teach an evening class in order to complete his/her contract teaching load. Unit Members within a discipline may develop a rotating schedule for evening assignments subject to Dean approval. Prior to the Dean assigning an evening contract class to a Unit Member, the Unit Member will be provided the following options:
  - 4.4.3.1 Select an evening contract assignment within the School for which the Dean and the Unit Member agree that the Unit Member is qualified to teach.
  - 4.4.3.2 Replace a day part-time Unit Member in a scheduled class within the School that the Unit Member and the Dean agree that the Unit Member is qualified to teach. The Dean will not be required to adjust class meeting times in order to create this option.
  - 4.4.3.3 Request a reduction in service leave for the semester in lieu of a night contract class assignment.
- 4.4.4 If the Unit Member is assigned to teach a contract evening course, then he/she shall not be assigned a contract class prior to 9:00 a.m. the following day without the Unit Member's consent. If a Unit Member is assigned to teach an evening contract class, the Dean will make an effort to avoid assigning that Unit Member a day class on the same day. The parties recognize that this provision doesn't require the Dean to change another Unit Member's schedule without his/her consent.
- 4.4.5 If the Unit Member refuses to accept any of the three (3) available options, the Dean shall assign the Unit Member to a class for which the Unit Member is qualified to teach.
- 4.4.6 The Dean, with the approval of the cognizant Vice President, may offer a Unit Member reassigned time for a special project to fulfill a contract agreement.
- 4.4.7 Normally, a teaching load consists of no more than three (3) separate preparations. Face-to-face and on-line sections of the same course are considered separate preparations. In some cases, Unit Member preference or necessity requires the assignment of more than three (3) preparations. Such exceptions are to be determined by the Dean after consultation with the Unit Member involved. The necessity to exceed three (3) separate preparations in one (1) semester shall be related to the curricular offerings within the School, the time constraints of the schedule, and/or the availability of a contract Unit Member to teach the courses offered within the School.



- 4.4.8 A Unit Member shall not be required to accept Independent Study students.
- 4.4.9 A Unit Member may not be assigned to more than three (3) consecutive hours of lecture, except when a single class meeting exceeds three (3) hours, or two (2) laboratory or activity classes in one (1) day unless by prior agreement between the Unit Member and the Dean.
- 4.4.10 The Dean shall consult with the Unit Member in the development of his/ her preliminary teaching schedule. If the teaching assignment is not consistent with the previous teaching schedules over the prior six consecutive semesters, the Dean will notify the Unit Member of the change in their assignment schedule as far in advance as possible. The Dean will make a reasonable effort to accommodate the Unit Member's needs as long as those needs do not conflict with the Mission of the College and student needs.
- 4.4.11 Full-time Unit Members may accept up to six (6) hours per week of overload teaching or additional work assignment for extra pay. If a Unit member has an underage from prior semesters, the accepted overload will be offset by the amount of the underage. Exceptions to this limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one (1) week of their approval.
- 4.4.12 A part-time instructor employed on the part-time salary schedule may not be assigned to teach more than sixty-seven (67%) of the load required of a full-time Unit Member.
- 4.4.13 A Unit Member shall be required to accept Credit by Challenge Exam students not to exceed ten (10) per semester during the academic year. The Dean or designee will distribute the challenge exams equitably among the discipline faculty over the course of the academic year.
- 4.4.14 Beginning in the Fall of 2022, and each semester thereafter, the Dean or Designee will provide a Unit member with an Assignment Confirmation Document Card (ACDC) that will require the full-time unit member to confirm within two weeks of receiving from the Unit member's respective Division Office. The ACDC will indicate the following:
1. The total LHE the unit member is assigned, listing course assignments;
  2. Reassigned time LHE which will be calculated in-load, if any;
  3. Any amount of load under 15 LHE;
  4. Any overload or banked load;
- 4.4.15 If any Unit member leaves an assignment at any point in an ongoing semester for any reason, the District is permitted to access the syllabus, course calendar, and grade book for the course.

#### 4.5 **Part-Time Faculty Assignments**

A part-time instructor employed on the part-time salary schedule may not be assigned to teach more than sixty-seven percent (67%) of the load required of a full-time Unit Member.

#### 4.6 **Temporary Contract**

In the event a part-time Unit Member is employed for more than 67% of the load required of a full-time Unit Member in any semester, said Unit Member will cease being a part-time Unit Member and will be hired on a temporary contract to assume the full duties and responsibilities and receive the pay and benefits of a full-time Unit Member. A Unit Member assigned to a temporary contract for less than a 100% assignment, will have their pay and benefits prorated in accordance with the assigned load. A temporary contract does not apply to service as a substitute on a day to day basis.

This may occur no more than two semesters in any three consecutive academic years (or four semesters for Nursing faculty) pursuant to Education Code 87482.

Part-time Unit Members who are hired as temporary Unit Members will be provided an automatic Break in service letter covering the time spent in a temporary contract in order to preserve vesting status.

#### 4.7 **OFFICE HOURS**

- 4.7.1 An office hour is defined as a fifty (50) minute period of time when a Unit Member is available for student consultation and present in his/her assigned office or in a posted instructional area, i.e., classroom or laboratory related to his/her teaching assignment.
- 4.7.2 Each full-time Unit Member must maintain at least four (4) office hours each week that classes are in session. Each full-time Unit Member must also maintain one (1) undesignated hour each week that classes are in session. The undesignated hour may be used to meet with students, prepare for classes, or for any other academic activity to be left to the Unit Member's discretion. The Unit Member is not required to post this hour nor notify the Dean of the exact time it will be conducted.
- 4.7.3 An instructor teaching under temporary contract or a reduced load will maintain the number of office hours as the percentage of teaching load is to a full-time teaching load.
- 4.7.4 The office hours are to be scheduled to ensure maximum availability for consultation with students. Office hours shall be scheduled in no less than twenty-five (25) minute increments and between the hours of 7:00 a.m. and 6:30 p.m. The Unit Member's office hours will be posted by the Unit Member on the door or window of his/her office in a visible position.
- 4.7.5 Unit Member's office hours may be modified temporarily or permanently during the semester after prior notice has been given to the Unit Member's Dean.
- 4.7.6 In order to serve students with different needs, a Unit Member may hold office hours virtually from a remote location or while being physically on campus.

#### 4.8 **EFFECT OF REASSIGNED TIME UPON TEACHING LOAD AND OFFICE HOURS**

- 4.8.1 A Unit Member who has been granted reassigned time and teaches a class as a portion of that reassigned time shall not receive LHE teaching load credit for any such class.
- 4.8.2 A Unit Member who has been granted reassigned time for a special project not covered by this contract will schedule two (2) hours on campus, or, at an alternate approved work location, for each lecture hour equivalent of reassigned time granted, unless the reassigned time is offset by a class that does not count on the Unit Member's load. Contract office hours for Unit Members granted reassigned time shall be prorated as in 4.7.3.
- 4.8.3 **District Paid Non-Contractual Reassigned Time**
  - 4.8.3.1 District paid non-contractual reassigned times funded by general or categorical funds are based on availability and duration of funding and are not permanent.
  - 4.8.3.2 The availability of reassigned opportunities will be circulated college-wide, allowing all those who are interested to apply. The dissemination and application process will include:
    1. A Non-Contractual Reassign Time/Stipend Request Form including the job description with duration and amount of reassigned time, goals,

timeline for completion of work, and method of assessment will be sent out campus wide (see Appendix C, Form A).

2. If the reassigned time requires specific skills or subject matter expertise, these will be listed in the Non-Contractual Reassign Time/Stipend Request Form.
3. A timeline will be provided for submittal of the application.
4. An interview will occur with each applicant and the cognizant Vice President and the Academic Senate and SCEA Presidents, or designees.

4.8.3.3 The decision of who receives the assignment will be made by the cognizant vice president or designee, in consultation with the Academic Senate and SCEA Presidents, or designees.

4.8.3.4 This article does not apply to reassigned time that is funded by entities outside of the District (such as from a grant).

4.8.4 District Paid Non-Contractual Stipends/Extra Pay Assignments. District paid non-contractual stipends/extra pay assignments funded by general or categorical funds are based on availability and duration of funding and are not permanent.

4.8.4.1 District paid non-contractual stipends/extra pay assignments will be paid at the Unit member's academic year hourly lab rate and are dependent on the availability of funds and scope of work. When stipends are available, these opportunities will be circulated college-wide (as delineated in Article 4.8.3.2), allowing all those who are interested to apply.

4.8.4.2 The decision of who receives the stipends will be made by the cognizant Vice President or designee, in consultation with the Academic Senate and SCEA Presidents, or designee.

4.8.4.3 This article does not apply to Stipends/extra pay assignments that is funded by entities outside of the District (such as from a grant).

4.8.5 Workload Expectations for Reassigned/Release Time

Instructional Faculty

Instructional faculty are expected to work 38.28 hours in a semester under a compressed calendar (see Appendix G). Therefore, the percent of reassigned/release time translates into the corresponding hours per week as indicated in the following chart. This is because each teaching assignment has a number of preparation and office hours that also become part of the reassigned/release time. In addition to a teaching load, faculty with reassigned/ release time should expect to contribute the following hours on a weekly basis to the activity for which they have been approved for reassigned/release time.

% Reassigned/Release Time	LHE	Weekly work hours per/% Reassigned/Release time
10%	1.5	3.83 hours/week
20%	3	7.66 hours/week
30%	4.5	11.49 hours/week

40%	6	15.32 hours/week
50%	7.5	19.15 hours/week
60%	9	22.98 hours/week
70%	10.5	26.81 hours/week
80%	12	30.64 hours/week
90%	13.5	34.47 hours/week
100%	15	38.28 hours /week
<p>Faculty with more than 100% reassigned/release time need to add additional hours beyond 100% (38.28 hours/week) to calculate their expected working hours per week</p> <p>Example 1: Faculty has 20% reassigned time:</p> <ul style="list-style-type: none"> <li>This faculty member is working a total of 38.28 hours/week</li> <li>Of the total hours worked each week, 7.66 hours are to be spent on the reassigned/release time activity. The remaining hours are for teaching and other related duties to instruction.</li> </ul> <p>Example 2: Faculty has 140% reassigned/release time.</p> <ul style="list-style-type: none"> <li>This faculty member is working 38.28 hours per week on the first 100% portion of their reassigned time</li> <li>Plus, another 15.32 hours for the additional 40% reassigned/release time, for a total of 53.6 hours per week.</li> </ul>		

### Non-Instructional Faculty

Non-instructional faculty are expected to work 35 hours a week while on contract (see Appendix G). Therefore, the percent of reassigned/release time translates into the corresponding hours per week as indicated in the following chart. Reassigned/release time will be in lieu of a non-instructional faculty's regular duties.

% Release/Reassigned time	LHE	Weekly work hours per% Release/Reassigned time
10%	1.5	3.5hours/week
20%	3	7 hours/week
30%	4.5	10.5 hours/week
40%	6	14 hours/week
50%	7.5	17.5 hours/week
60%	9	21 hours/week
70%	10.5	24.5 hours/week
80%	12	29 hours/week
90%	13.5	31.5 hours/week
100%	15	35 hours /week

## 4.9 BANKING OF OVERLOAD HOURS

4.9.1 Unit Members who are given an overload assignment may elect to bank a portion or all of the overload hours worked in any one (1) semester.

4.9.2 For purposes of this section only, the words “bank” and “banked” shall mean that Unit Members who have an overload assignment may perform those duties without receiving remuneration for a portion or all of the assignment and may receive during a subsequent semester equivalent release time from their full-time workload.

4.9.2.1 Effective January 1, 2023, banked hours may only be “cashed out” under one of the following circumstances:

1. During the same taxable year in which hours are banked, those hours may be cashed-out without limitation on LHE equivalents;
2. At any time, so long as the cash-out does not exceed the equivalent of 2 LHE;
3. When the District denies a Unit Member's request to use banked hours as reassigned or release time, the Unit Member may cash-out the same amount of banked hours that were requested to be used;
4. Retirement;
5. Separation from the District;
6. Death;
7. Medical disability as defined in Internal Revenue Code, Section 72 (m) (7); and
8. Compelling financial reasons or a critical emergency. The request to cash-out must be in writing and submitted to the Vice President of Human Resources. Requests will not be unreasonably withheld.

4.9.3 Banking of overload hours shall take place under the following conditions:

4.9.3.1 A Unit Member may not accumulate an aggregate of more than one-hundred percent (100%) of a full semester workload.

4.9.3.2 A Unit Member shall indicate at the time of request for an overload whether or not this overload shall be for pay or for purposes of banking.

4.9.3.3 A Unit Member may utilize banked overload hours during any one (1) semester for the purpose of release time so long as the release time does not exceed the equivalent of one hundred percent (100%) of that Unit Member's full-time semester workload.

4.9.3.4 Before banked overload hours may be utilized as release time, Unit Members must comply with the following:

4.9.3.4.1 Written notice must be submitted to the Unit Member's immediate supervisor no later than ninety (90) calendar days before the beginning of the semester in which the release time is to be utilized. The supervisor may waive this 90-day notice.

4.9.3.4.2 The supervisor shall approve or disapprove the use of banked hours within thirty (30) days of receiving notice from the Unit Member. The use of banked hours may be disapproved if it will cause undue hardship to the department at the time. If not approved, the Unit Member may use his/her banked hours the following semester.

4.9.3.4.3 A decision by the immediate supervisor to disapprove the use of banked hours may be appealed to a committee composed of two (2) members appointed by the District and two (2) members appointed by the Association. The committee shall be empowered to hear the appeal and, by a majority vote of all members, overrule the decision of the immediate supervisor. The decision of the committee shall be final and binding upon all parties.

4.9.3.5 Unit Members who have accumulated banked overload hours and who qualify to “cash-out” as stipulated in Article 4.9.2.1, shall have the option to be paid for the accumulated hours at the overload rate currently in effect. As stipulated by CalSTRS, hours which have been banked and subsequently requested for payout are not STRS creditable and no STRS contributions will be withheld upon withdrawal.

4.9.3.6 For the purposes of salary computation, fringe benefit allowances, and retirement and sabbatical eligibility, an instructor who is utilizing release time in lieu of accumulated banked overload hours in accordance with these provisions shall be considered to be working a full load during the semester the release time is granted.

4.9.3.7 Banked hours include benefits proportionate to the percentage of load banked.

4.9.3.8 For the faculty positions listed in 4.2.1 – 4.2.8 (35-hour week), banked time will be calculated according to a formula that equates the thirty (30) LHE per year load for teaching faculty with a 35-hour week for an academic year for non-instructional faculty.

Hours per day = hours per week less preparation time per week divided by five (5).

Days per year = days listed in 4.1, Calendar, less required Staff Development (2 days for Opening Days for the fall and spring semesters. If teaching faculty are required to do twenty (20) hours per year and a Staff Development Day has four (4) hours of required attendance, then deduct an additional five (5) days for the Staff Development requirement).

Hours per year = Hours per day times the days per year. To calculate how many hours are required to bank a percentage of the contract year, multiply the percent times the required hours per year.

For example, if an 11-month counselor wants to bank twenty (20%), two hundred twenty point four (220.4) hours beyond the normal duty day are required.

$$\begin{array}{ccccccc} \frac{5.8 * \text{hours}}{\text{Day}} & & \frac{190 \text{ days}}{\text{year}} & & \frac{1102 \text{ hours}}{\text{year}} \\ & \times & & = & \end{array}$$

1102 hours a year x .20 = 220.4 hours

\*5.8 hours is used to account for 1.2 prep hours out of a 7-hour work day (5 days/week = 35 hours/week)

For example, two hundred twenty four (220.4) hours banked would provide a 20% reduction in load for an entire academic year. One hundred ten point two (110.2) hours banked would provide a 20% reduction in load for one semester.

If the counselor teaches one (1) 3-unit course, this is one-tenth or ten percent (10%) of the thirty (30) LHE requirement and 10% (or 11.4 hours) would be required to have twenty percent (20%) banked time for an academic year.

## **ARTICLE V: LEAVES**

- 5.1 The leaves provided for all full-time Unit Members under contract in this Agreement are: (a) bereavement; (b) exchange; (c) family; (d) illness; (e) industrial accident; (f) in-service; (g) judicial; (h) legislative; (i) military; (j) unpaid personal; (k) personal necessity; (l) elected public official; (m) reduction in service; (n) sabbatical; and, (m) District-paid leave. Each type of leave is subject to the conditions set forth in this Article.
- 5.2 The leaves provided in this Agreement to full-time Unit Members with overload and part-time Unit Members are: (a) bereavement; (b) illness; (c) industrial accident; (d) in-service; (e) judicial; (f) unpaid personal; (g) personal necessity; (h) elected public official; and, (i) District-paid leave. Each type of leave is subject to the conditions set forth in this Article.
- 5.3 Separate forms of leave are provided for each type of service (full-time, overload, part-time) and may only be used in case of absence from the type of service in which the leave was accrued. For leaves requiring District approval, the District shall notify the employee of the granting or denying of the leave two working days prior to the effective date of the requested leave if the employee applies for the leave at least five (5) working days prior to the effective date of the leave. The notification can be made through the District's internal mail system.
- 5.4 **BEREAVEMENT LEAVE**
- 5.4.1 A Unit Member shall be entitled to a maximum of (5) days leave of absence without loss of salary on account of the death of any member of his/her immediate family. Any bereavement leave for Unit Members will not be charged against accumulated sick leave.
- 5.4.2 For purposes of this provision, an immediate family member shall be limited to mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, registered domestic partner, or any person for whom the faculty member has been designated as legal guardian or any relative living in the immediate household of the Unit Member.
- 5.5 **EXCHANGE LEAVE:** A full-time Unit Member may make written application to the Superintendent/President to participate in a qualified exchange program, as defined in Section 87422 of the Education Code of the State of California. Such application shall be submitted during the fall semester of the year preceding that for which the exchange is to take place. The application shall set forth the advantages to be accrued to the District and to the faculty member by participation in such an exchange program. If granted by the District, the leave will be dependent upon the execution of an agreement between the District and the exchange institution which will be in compliance with the regulations of Sections 87422, 87423 and 87424 of the Education Code of the State of California concerning such leaves. The leave may not exceed one (1) year, except by the mutual consent of the Unit Member and the District, the leave may be extended to two (2) years. The faculty member must provide the District with two (2) full years of service after returning from such a leave before he/she is eligible for another such leave. The compensation and benefits provided to a Unit Member participating in an exchange will be determined by the exchange agreement and requires the approval of the Governing Board of the District.
- 5.6 **FAMILY LEAVE:** Unit Members who are eligible to receive Family Leave pursuant to the Family and Medical Leave Act (FMLA), and/or the California Family Rights Act (CFRA), shall be granted up to twelve (12) weeks of unpaid leave per fiscal year for those reasons covered by (FMLA/CFRA). A Unit Member granted Family Leave for his or her own serious health condition shall use his or her accrued sick leave concurrently with the Family Leave, consistent with federal and state law.



Unit Members granted Family Leave, for any other Family Leave purposes, may elect to use accrued sick leave or take unpaid leave, consistent with and, so long as it is permissible by federal and state law. For purposes of this contract, Family Leave may be used to care for an immediate family member as defined in section 5.4.2.

## 5.7 **ILLNESS LEAVE**

- 5.7.1 Full-time Unit Members on ten (10), eleven (11), or twelve (12) month contracts shall be entitled to ten (10), eleven (11), or twelve (12) days leave, respectively, with full pay for each School year for (a) illness, accident, quarantine, injury, (b) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, or (c) if they are victims of domestic violence, sexual assault, or stalking which precludes the Unit Member from performing his/her assigned duties. Part-time Unit Members under contract who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours per week of scheduled duties relates to the number of hours for a full-time faculty member in a comparable position. Unit Members not utilizing the full ten (10) days of sick leave in any one (1) year shall have the amount not utilized accumulated from year to year.
- 5.7.2 If the total amount of accumulated sick leave is less than one hundred ten (110) days, the Unit Member will be granted additional non-accumulated sick leave at reduced salary. The number of days of reduced sick leave benefits granted will be computed by subtracting the number of accumulated sick leave days from one hundred ten (110) days. The amount of reduced salary will be computed in the following manner: The Unit Member's daily salary will be reduced by an amount equal to the cost of a substitute employed to fill the position during the leave, or fifty percent (50%) of the Unit Member's daily rate, whichever amount is larger. These reductions and compensations will be assessed on a daily basis.
- 5.7.3 Contract Unit Members teaching overload or summer session classes and Unit Members employed on the Part-time Salary Schedule are eligible for illness leave benefits at the rate of one (1) hour for each eighteen (18) hours of teaching after the time at which they have commenced service in each of the terms or semester of the assignment. Sick leave days will be credited to the Unit Member at the beginning of the term or session. Unused sick leave shall be accumulated from year to year so long as the Unit Member is in continuous service to the District. Continuous service shall be defined as having been employed at least one (1) semester or summer session of the previous calendar year. Substitution does not qualify as continuous service to the District.
- 5.7.4 Notice by Employee. Upon request by the Vice President for Human Resources, any Unit Member who proposes to be on illness leave for five (5) or more days shall be required to present a medical doctor's certificate verifying the personal illness or injury and/or a medical authorization to return to work. A Unit Member must contact the office of his/her Dean as soon as the need to be absent is known. District procedures identify the methods of notification.
- 5.7.5 Statutory Paid Sick Leave and Kin Care Leave.
- 5.7.5.1 Article 5 is intended to meet the sick leave and kin care leave requirements set forth in the California Labor Code.
- 5.7.5.2 For purposes of illness leave granted under Article 5.7.1, the term "family member" shall mean (per Lab. Code 245.5(c)(2):
- a. The employee's child (biological, adopted, or foster),

stepchild, legal ward, or a child to whom the employee stands in loco parentis.

- b. The parent (biological, adoptive, or foster), stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis for the employee or the employee's spouse or registered domestic partner when the employee, his/her spouse, or his/her registered domestic partner was a minor child.
- c. The employee's spouse or registered domestic partner.
- d. The employee's grandparent or grandchild.
- e. The employee's sibling.

5.7.6 A full-time Unit Member who is absent for one-quarter (1/4) day or less shall be deducted one-quarter (1/4) day from the accumulated leave. Absences extending beyond one-quarter (1/4) day shall be assessed in quarter-day increments. A day shall be defined as the number of hours that a Unit Member is required to be on campus as identified in Article IV of this Agreement. Unit Members who have an on-campus scheduled duty assignment of thirty-five (35) hours per week or more shall have their absences recorded on an hourly basis.

5.7.7 Accumulated sick leave granted for contract service will be transferred in accordance with the Education Code if the Unit Member terminates from the District and is employed by another California School district. Each Unit Member shall be notified of the accumulated leave by no later than two (2) months after the beginning of each School year.

## 5.8 **INDUSTRIAL ACCIDENT LEAVE**

5.8.1 Unit Members will be entitled to industrial accident leave according to the provision in Education Code Section 87787 for personal injury which has qualified for Worker's Compensation under the provisions of the State Compensation Insurance Fund.

5.8.2 A Unit Member who has suffered possible injury in the performance of assigned duties shall immediately undergo such medical examination as the employer deems necessary. The Unit Member shall not be considered absent from duty during the time required for such examination.

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

5.8.4 All medical examinations required by the District shall be at no cost to the Unit Member.

5.8.5 A Unit Member who is unable to perform any appropriate work assignment because of disability incurred in the performance of assigned duties shall be entitled to the following disability leave benefits:

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

5.8.5.2 During any period of disability for which payment is not provided under the California Workmen's Compensation, Insurance and Safety Act, (C.W.C.I.A.), the Unit Member shall be placed on disability leave with pay to the extent of any leave with pay that the Unit Member has accrued. Such disability leave with pay shall be charged against the Unit Member's accrued leave with pay.

5.8.5.3 During any period of disability for which payment is provided under C.W.C.I.A., the Unit Member may elect to receive District disability leave with pay to the extent such leave time as accrued, providing, the C.W.C.I.A. received by the Unit Member are endorsed to the District. Under such circumstances, the Accrued Leave with pay shall be reduced proportionate to C.W.C.I.A. reimbursement for each full day of absence for which temporary C.W.C.I.A. benefits are endorsed to the District.

5.8.6 All disability leave provisions of this section shall terminate on the date of the Unit Member's recovery from disability, receipt of permanent disability under C.W.C.I.A., retirement, termination from District employment, or death.

## 5.9 **IN-SERVICE LEAVE**

5.9.1 A Unit Member may be granted an in-service leave subject to the approval of the Superintendent/President or designee, and the Governing Board of the District. In-service leaves may be granted for purposes of attending conferences, workshops, clinics, meetings or off-campus visitations.

5.9.2 For the application for in-service leave to be considered for approval, the Unit Member shall propose a class coverage arrangement that will incur no cost to the District.

5.9.3 Requests for in-service leave will be filed with the Unit Member's immediate supervisor on forms provided by the District. The leave may not commence until the Unit Member has received a written approval signed by the Superintendent/President or designee. If the in-service leave is denied by the immediate supervisor, the applicant may appeal the decision to the Superintendent/President or designee. If the request for an in-service leave is denied, the applicant will be informed in writing of the reason.

## 5.10 **JUDICIAL LEAVE**

5.10.1 A Unit Member may be absent from duty without loss of salary as a result of having been called for and appearing for jury duty excluding voluntary grand jury duty.

5.10.2 The Unit Member serving on jury duty who receives pay from the District during absence from assigned duties shall be required to collect jury duty fees, except mileage reimbursement, and remit such fees to the District.

5.10.3 A Unit Member shall be required to perform his/her assigned service to the District during any day or fraction thereof that he/she is released from jury service, provided that a reasonable period of time shall be allowed for necessary travel.

5.10.4 A Unit Member serving on jury duty will be required to notify the Dean prior to the commencement of service, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.

5.10.5 A Unit Member shall be granted leave without loss of compensation when subpoenaed to appear as a witness. The Unit Member will be required to notify the Dean prior to the leave, and will provide the Director of Human Resources with an official record of the dates and time of service. The Dean shall be responsible for determining work coverage arrangements for Unit Members absent on judicial leave. The Unit Member may be requested to assist the Dean in arranging work coverage. Substitutes shall be compensated at the established substitute rate.

5.11 **LEGISLATIVE LEAVE** - A full-time Unit Member will be granted legislative leave in accordance with the laws of the State of California.

5.12 **MILITARY LEAVE** - A full-time Unit Member will be granted military leave in accordance with the laws of the State of California.

5.13 **UNPAID PERSONAL LEAVE**

5.13.1 Short-term leave, twenty-five (25) calendar days or less, may be granted to a Unit Member upon the approval of the Superintendent/President or designee, and will be evaluated on an individual basis. Short-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. A request for a short-term personal leave must be in writing and carry the recommendation of the immediate supervisor and either the Vice President for Academic Affairs or the Vice President for Student Affairs. Short-term personal leave will be granted without pay, but the District will continue all other employee benefits.

5.13.2 Upon recommendation of the Superintendent/President and approval of the Governing Board of the District, a full-time Unit Member requesting short-term personal leave for five (5) days or less will be granted the following salary compensation: The Unit Member will receive his/her contract salary minus a deduction for the salary paid to substitutes or fifty percent (50%) of the Unit Member's daily rate of pay, whichever amount is larger. The daily rate to be computed by dividing the Unit Member's annual salary by the number of contract days that the Unit Member is required to be on duty for the year. The sole discretion to determine whether such compensation will be granted lies with the Governing Board.

5.13.3 Long-term personal leave, in excess of twenty-five (25) calendar days, may be granted upon the approval of the Governing Board. Long-term personal leave includes but is not limited to the following: religious purpose, for appearance in legal proceedings, professional development, in-service training, child rearing or health. Requests for long-term leave shall be submitted in writing to the Superintendent/President. Normally, this leave will commence with the beginning of a semester, and may not exceed two (2) semesters in length. The Governing Board may extend the leave upon receipt of a written request from the Unit Member on leave. The Governing Board shall establish the date of the Unit Member's return to duty that may extend the leave time to the beginning of a new semester or a new fiscal year. Long-term personal leave is granted without pay or any other benefits.

5.13.4 Short or long-term personal leave shall be granted to any female Unit Member who desires to absent herself from her duties because of pregnancy or convalescence following childbirth. Such personal leave shall not deprive any female Unit Member from using sick leave for absences due to illness or injury resulting from pregnancy. When personal leave is granted for pregnancy reasons, the District will continue to provide financial support for the District-supported health and welfare benefit plan for a period of ninety (90) calendar days.

- 5.13.5 A Unit Member is not eligible for any of the leaves specified in Article V of this Agreement during the time in which he/she is on an approved personal leave.

5.14 **PERSONAL NECESSITY LEAVE**

- 5.14.1 Leave which is credited under 5.7.1 of this Article may be used, at the contract Unit Member's election, for purposes of personal necessity, provided that use of such personal necessity leave does not exceed six (6) days in any School year.
- 5.14.2 All part-time Unit Members will be granted personal necessity leave during any regular semester or summer session in an amount equal to the amount of sick leave benefits granted during the regular semester or summer session in which the leave is granted.
- 5.14.3 If a part-time Unit Member requests personal necessity leave for a death in the Unit Member's immediate family, such leave will be granted without loss of pay in the event that the Unit Member's accrued illness leave is not adequate to cover the personal necessity leave.
- 5.14.4 For purposes of this provision, personal necessity shall be limited to:
- 5.14.4.1 Death or serious illness of a member of the Unit Member's immediate family.
  - 5.14.4.2 An accident which is unforeseen involving the Unit Member's person or property, or the person or property of a Unit Member's immediate family.
  - 5.14.4.3 Personal matters that cannot be taken care of outside the Unit Member's working hours.
  - 5.14.4.4 Other personal necessities which are allowed at the discretion of the Superintendent/President or designee, provided that under no circumstances shall leave be available for purposes of personal convenience or for the extension of a holiday or a vacation period, for matters which can be taken care of outside the work hours, or for recreational activities.
- 5.14.5 The immediate family is defined as mother, step-mother, father, step-father, grandmother, grandfather, or a grandchild of the employee or of the spouse of the employee, and the spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, brother or sister of the employee, or any person for whom the faculty member has been designated as a legal guardian or any relative living in the immediate household of the Unit Member, close personal friend, or registered domestic partner.
- 5.14.6 Before the utilization of personal necessity leave, a Unit Member must make every effort to obtain prior approval from his/her immediate supervisor the Unit Member shall make every effort to comply with District procedures for notification in case of absence to enable the District to secure a substitute.
- 5.14.7 Under all circumstances a Unit Member shall certify in writing that the personal necessity leave was used for purposes consistent with this Article by completing the Academic Staff Personal Necessity Leave form.
- 5.14.8 An academic employee may take up to 30 days of leave in a school year, less than

any days of leave authorized pursuant to Sections 87781.5 and 87784, in either of the following circumstances: (1) A biological parent may use leave pursuant to this section within the first year of his or her infant's birth; or (2) A non-biological parent may use leave pursuant to this section within the first year of legally adopting a child. Leave days authorized under this provision may be taken from an employee's existing sick leave and shall run concurrently with leaves authorized under the FMLA/CFRA.

- 5.15 **ELECTED PUBLIC OFFICIAL LEAVE:** Unit Members elected to public office shall be granted up to five (5) days leave annually for business related to the office held. Leave taken under this sub-section shall be deducted from the Unit Member's accumulated sick days.

5.16 **REDUCTION IN SERVICE LEAVE**

- 5.16.1 A regular full-time Unit Member may request to be granted a reduction in service leave. The Unit Member may request a maximum contract employment reduction of fifty percent (50%) of the total contract days of assignment in effect during the college year in which the leave is taken or a fifty percent (50%) reduction in the contract load and duties required of a full-time Unit Member.
- 5.16.2 The reduction in service leave request may be filed at any time, but the commencement of the leave must coincide with the beginning of a new semester. The Unit Member will file the request with his/her Dean. The granting of a reduction in service leave is permissive and requires the recommendation of the Superintendent/President and the approval of the Governing Board of the District.
- 5.16.3 A reduction in service is an unpaid leave. The Unit Member's salary compensation and benefits will be reduced in proportion to the approved reduction in service.
- 5.16.4 Step advancement on the salary schedule for Unit Members on reduction of service leave shall be granted in accordance with sub-section 7.3.2.1, Salary Schedule Step Advancement, of this Agreement.

5.17 **PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE**

- 5.17.1 The District shall grant Professional Development/Sabbatical Leaves that will benefit the College and the students of the District. It is the intent of the District to grant these Sabbatical Leaves if eligibility criteria and financing criteria, as specified in sub-section 5.17.11.2.7 of this Agreement, are met. The purposes for which Professional Development/Sabbatical Leave shall be granted are as follows:

- 5.17.1.1 Scholarly or creative endeavors.
- 5.17.1.2 Improvement of skills in the discipline being taught.
- 5.17.1.3 Retraining in a new discipline. (This purpose shall receive highest priority when a program/discipline downsizing/ reduction is planned).
- 5.17.1.4 Improvement of teaching skills.
- 5.17.1.5 Development of programs and curriculum.
- 5.17.1.6 Sabbatical leaves may be invoked for retraining by mutual consent of the District and the Association.

5.17.2 **Criteria:** The proposed plan must significantly relate to the college mission, the full-time bargaining Unit Member's assignment and/or should improve professional competence.

5.17.2.1 **Eligibility List:** - The eligibility list shall be certified and distributed to the faculty prior to March 30 each year and each Unit Member shall be included on the list with an eligibility number. The Sabbatical Leave Review Committee shall meet no later than May 15 to select a Chairperson for the following year.

5.17.3 **Professional Development Categories**

5.17.3.1 Study in residence at an accredited university or college. Proposed course work shall be planned to achieve specific objectives.

5.17.3.2 A special project or research problem planned with specific objectives.

5.17.3.3 Work experience program to study in Schools maintained by a business or industry for craftspeople or technical workers to obtain work experience in the vocational field in which the employee works. Ideally, the specific School or job offer shall be submitted with the proposal program but may be submitted before the beginning of the leave.

5.17.3.4 **Travel:** Employees on Professional Development/Sabbatical Leave for travel shall remain in travel status for the majority of the days of each semester of leave granted. Applicants shall submit a detailed statement of the proposed itinerary demonstrating specific objectives related to the area of the institutional assignment.

5.17.3.5 **Curriculum Planning:** A Professional Development/Sabbatical Leave for curriculum planning may be granted after the applicant has submitted a proposal demonstrating the need for revision of existing courses or development of new courses. Leaves granted in connection with curriculum planning may include non-paid part-time teaching if that teaching is integral to the proposed curriculum development.

5.17.3.6 **Other:** A program may be designed to meet multiple objectives such as study, research or special project, work experience, travel and/or curriculum planning. An applicant shall submit specific objectives and relationship with the institutional assignment.

5.17.4 **Eligibility**

5.17.4.1 Preceding the granting of the leave, the applicant must have completed twelve (12) semesters of continuous faculty service in the District. A year of service is defined as a contract for more than sixty percent (60%) of the academic semester requirement.

5.17.4.2 The continuous twelve (12) semester requirement contained in 5.17.4.1 may be waived, by mutual consent of the District and the Association, where reduction/downsizing is imminent, and the need for immediate retraining exists. Unit Members under this section will be compensated at Step 8.

5.17.4.3 Leave of absence for other purposes shall not be deemed a break in the continuity of service, nor shall the period of such absence count toward the years of service requirement.

5.17.4.4 Service under a nationally recognized fellowship or foundation approved by the State Board of Education, or a teacher exchange, for a period of not more than one year, for research, teaching, or lecturing, shall not be deemed a break in the continuity of service, and the period of absence shall be included in computing the years of service required.

5.17.5 **Length of Professional Development/Sabbatical Leave:** Professional Development/Sabbatical Leave may be granted for a full academic year or for one semester. After consultation with and approval from the appropriate administrator and the cognizant Vice President, a full year's leave may be taken in two consecutive semesters of two (2) different academic years if the applicant can show a need for such an arrangement and the affected School concur. Such approval must be granted prior to the submission of the proposal to the Sabbatical Leave Review Committee pursuant to Section 5.17.10.1.1.

5.17.6 **Funding**

5.17.6.1 **Contributions**

5.17.6.1.1 Bargaining Unit Members going on leave will contribute to the cost of their replacements through reductions in salary and benefits during the time that they are on leave.

5.17.6.1.2 The Unit Member's contribution shall be the difference between his/her regular salary and benefits and his/ her sabbatical salary and benefits.

5.17.6.1.3 These reductions will be distributed over the whole year in the case of half-year leaves. The schedule of these reductions appears in Section 5.17.7.4.

5.17.6.2 Replacement costs of Unit Members going on leave shall be based on information from the Instruction Office as to the type of replacement necessary for maintenance of programs in the Schools and departments affected.

5.17.7 **Compensation**

5.17.7.1 Bargaining Unit Members on Professional Development/Sabbatical Leave shall not be compensated for any work they may perform for the District during the term of their Professional Development/Sabbatical Leave.

5.17.7.2 If the bargaining Unit Member has been on less than a full-time contract for the previous academic year, the Professional Development/Sabbatical Leave salary shall be calculated on the basis of the applicant's contract for the majority of the five (5) years prior to sabbatical.



5.17.7.3 The method of payment shall follow the regular payroll procedure with compensation based on the salary schedule in effect during the period of the leave. Compensation shall be calculated on the individual bargaining Unit Member's placement on the Academic Salary Schedule for the year the leave is taken (range and class) and doctoral stipend, if any.

5.17.7.4 Bargaining Unit Members on Professional Development/Sabbatical Leave shall be compensated according to the following schedule: The percentages shown indicate the percentage of the full year's salary and benefits that shall be paid to the applicant during the leave year, whether the leave is for a full year or for one semester.

After six years of service: Full year 60%  
Half year 80%

After seven years of service: Full year 65%  
Half year 85%

After eight years of service: Full year 70%  
Half year 90%

5.17.7.5 Any hours banked after January 1, 1998 may be used to defray the Unit Member's contribution to the cost of sabbatical leaves. Use Request for Utilizing Banked Overload Hours Form E (Appendix F).

5.17.8 **Service After Professional Development/Sabbatical Leave**

5.17.8.1 The District requires service amounting to twice the term of the leave, immediately following the leave, except under certain conditions provided by the Education Code. A leave of absence agreement must be executed as a condition of the leave. Sabbatical Leave of Absence Agreement, Form B (Appendix F).

5.17.8.2 At the expiration of the Professional Development/Sabbatical Leave, the bargaining Unit Member shall, unless otherwise agreed to, be placed in a position equivalent to that held prior to the leave. However, under no circumstances shall the returnee be entitled to seniority status or rights greater than had the employee been in regular service.

5.17.9 **District Requirements:** The maximum number of full-time bargaining Unit Members absent for the Professional Development/Sabbatical Leave in a semester shall not exceed ten percent (10%) of faculty.

5.17.10 **Application Procedure:** A Forms Packet can be obtained from the Office of Academic Affairs.

5.17.10.1 **Notice of Intention:** Eligible bargaining Unit Members shall submit to the Vice President for Academic Affairs and the appropriate administrator a Notice of Intention Form A (Appendix F) which can be obtained from the Office of Academic Affairs to apply for Professional Development/Sabbatical Leave prior to October 1 of the academic year prior to the year for which leave is requested.

- 5.17.10.1.1 A proposed plan for the Professional Development/ Sabbatical Leave shall be submitted in writing to the Vice President for Academic Affairs and the appropriate administrator no later than November 15 of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 5.17.1 (Purpose), 5.17.2 (Criteria), and 5.17.3 (Professional Development Categories). Professional Development/Sabbatical Application, Form C (Appendix F).
- 5.17.10.1.2 At least twenty (20) calendar days prior to the November 15 deadline, the applicant must meet with the Dean or appropriate administrator to discuss the proposal. The Dean or appropriate administrator must attach to the proposal the written approval or disapproval that must state how the proposal meets, or fails to meet, the criteria listed in 5.17.2 herein.

5.17.11 **Sabbatical Leave Review Committee**

- 5.17.11.1 **Composition:** The Sabbatical Leave Review Committee shall consist of the Academic Senate President, one (1) bargaining Unit Member named by the Academic Senate, two (2) bargaining Unit Members named by the Association, and four (4) Administrators, one of whom shall be the Vice President for Academic Affairs. No recipient from the prior year or the current applicant shall be a Member of the committee.

5.17.11.2 **Committee Procedures**

- 5.17.11.2.1 The Committee's first meeting shall be held before November 1 of each year. At least one (1) week prior to the Committee's first meeting, the Committee shall receive from the Academic Affairs Office a statement as to the costs and effect on programs of each application. The purpose of the first meeting shall be:

- a. To review leave reports from the previous year, including any recommendations from the Superintendent/President concerning those reports.
- b. To review Professional Development/ Sabbatical Leave policy, as well as the Committee's procedures.
- c. To establish the Committee's schedule.

- 5.17.11.2.2 The purpose of the second meeting shall be:

- a. To review the eligibility list
- b. To determine whether any of the District's requirements defined in 5.17.9.1 are applicable (10% rule), and if so, to notify concerned Schools of the need for adjustment.

- c. To approve the applications as to form, content, adherence to Purpose (Section 5.17.1); Criteria (Section 5.17.2); Professional Development Categories (Section 5.17.3); and, District Requirements (Section 5.17.9).
- 5.17.11.2.3 If the application is not approved for reasons specified under 5.17.11.2.2, the Committee shall return it to the applicant with specific directions. Applications must be resubmitted within two (2) weeks. Failure to resubmit an application shall be grounds for denial of leave.
- 5.17.11.2.4 A third committee meeting shall be held within two weeks of the second meeting. The purpose of the third meeting shall be:
- (a) To consider leave projects that have been resubmitted.
  - (b) To review matters related to District requirements and to act on any of these matters left unresolved after consultation with the affected Schools or departments.
  - (c) To draft memos to inform concerned persons of the disposition of matters in (a) and (b) above.
- 5.17.11.2.5 Before the close of the fall semester, the Chairperson of the Sabbatical Leave Review Committee shall convene a fourth meeting of the Chairperson, the Academic Senate President, an Association representative, and the Vice President for Academic Affairs. They will certify the final leave list and notify all applicants. Should the financing formula in sub-section 5.17.11.2.7 of this Agreement or the District's requirements, outlined above, require any leave postponements, those persons with lowest priority will be chosen according to first, leave seniority; second, college seniority; and finally, by lot. The Chairperson will notify those persons of such postponements. Should leave withdrawals or other circumstances later affect the status of applicants whose leaves have been postponed on account of the restriction outlined in this Article, the Vice President for Academic Affairs will notify them at the earliest possible time.
- 5.17.11.2.6 **Administrative Review:** The Vice President for Academic Affairs shall submit the Committee's recommendations to the Superintendent/President. He/She shall review the recommendations. If the recommendations of the Superintendent/President differ from those of the Sabbatical Leave Review Committee, the Superintendent/President shall meet with the Chair of the Sabbatical Leave Review Committee prior to the February Governing Board meeting. The Superintendent/President shall forward the applications to the Governing Board.
- 5.17.11.2.7 **Approval by Governing Board:** The Governing Board shall act on the recommendations at the February Board meeting. The number of sabbatical leaves approved by the Board shall be determined as follows:

5.17.11.2.7.1 If the actual ending balance as reported in the most recent CCFS-311 formula exceeds ten (10) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed ten (10) percent of all full-time faculty members.

5.17.11.2.7.2 If the actual ending balance as reported in the most recent CCFS-311 form is between eight (8) percent and ten (10%) percent of that year's actual unrestricted expenditures, the Board shall grant all leaves recommended by the Sabbatical Leave Review Committee, not to exceed five (5) percent of all full-time faculty members.

5.17.11.2.7.3 If the actual ending balance as reported in the most recent CCFS-311 form is less than eight (8%) percent of that year's actual unrestricted expenditures, the approval of any sabbatical leaves is at the sole discretion of the Governing Board.

5.17.11.2.8 **Notification:** The Superintendent/President shall notify the applicant in writing as soon as the Governing Board has acted on the proposal. If the Governing Board rejects the applicant's request, the applicant shall be informed in writing and shall be informed of the reasons for rejection of the application.

## 5.17.12 **Withdrawal, Postponement and Passing Leaves**

5.17.12.1 In the event that a leave is postponed for administrative reasons such as those described in 5.17.11.2.5, or for any other reason beyond the practical control of the applicant, the leave entitlement will advance normally for the following year, unless the applicant is at the highest step. The applicant will remain at that step until the leave is granted, or until the applicant passes and returns to the regular cycle. Postponements must be approved by the cognizant administrator and the Sabbatical Leave Review Committee.

5.17.12.2 Unit Members who have had their sabbatical leave plan approved and had their leave postponed for administrative reasons (5.17.11.2.5), shall submit the proposal or an updated proposal for the following year. Approval by the Committee of the Unit Member's postponed plan shall be automatic. Any revisions to the plan will be processed as in 5.17.13.

5.17.12.3 A Bargaining Unit Member who reaches the eighth (8) year leave step and passes the leave shall revert to the sixth (6) year stipend schedule, and shall rise again through the steps, continuing to rise and fall until the leave is finally taken.

- 5.17.12.4 Special circumstances may entitle a bargaining Unit Member to retain highest stipend rank until a leave to be a participant at such an event is taken. However, such events will not entitle an applicant to higher standing on the stipend schedule if the applicant is not yet on the eighth (8) step. Applications for such postponement of entitlement should be made during the year of eligibility, specifying the date of the intended leave in the project proposal. The Sabbatical Leave Review Committee, by full vote, will determine eligibility for such postponements. This subsection and agreements created hereunder will expire on June 30, 2008.
- 5.17.13 **Revisions of Approved Professional Development Leave:** The approval of the Vice President for Academic Affairs and approval of the Sabbatical Leave Review Committee is required for any revision of an approved Professional Development/Sabbatical Leave.
- 5.17.14 **Reports:** Upon completion of a Professional Development/Sabbatical Leave, a bargaining Unit Member shall submit a written report to the Vice President for Academic Affairs prior to October 1 of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President for Academic Affairs, the Sabbatical Leave Review Committee shall review and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves. Guidelines for completing Sabbatical Leave reports, Form D, (Appendix F).
- 5.17.15 **Effect Upon Salary, Benefits and Retirement**
- 5.17.15.1 Professional Development/Sabbatical Leave shall constitute a year's service for salary increment purposes.
- 5.17.15.2 Sick leave will neither accumulate nor be charged against the Unit Member.
- 5.17.15.3 While on Professional Development/Sabbatical Leave, Unit Members will be eligible to receive health and welfare benefits. The District's contributions will be prorated in accordance with Section 5.17.7.4 of this Article.
- 5.17.15.4 A Unit Member who has had Professional Development/ Sabbatical Leave may, at the Unit Member's option, pay into the State Teachers' Retirement System (S.T.R.S.) the amount required by S.T.R.S. to receive full-time credit.
- 5.17.16 **Failure to Fulfill Professional Development/Sabbatical Leave Obligation**
- 5.17.16.1 In the event that the Unit Member fails to satisfactorily complete the leave program approved by the Governing Board, as determined by the District, the Unit Member shall be required to reimburse the District the cost of the leave.
- 5.17.16.2 In the event that the Unit Member fails to render service amounting

to twice the term of the leave following his/her return from Professional Development/Sabbatical Leave, the Unit Member shall reimburse the District the same proportion of the total sabbatical compensation received as the proportion of the amount of time which was not served bears to the total amount of time agreed upon.

- 5.17.16.3 Failure of a Unit Member to return and render service or to complete the scheduled leave program shall not result in reimbursement to the District if such failure is due to the Unit Member's death or it is certified by a physician designated by or satisfactory to the District that failure was due to the Unit Member's bonafide physical or mental disability.

## 5.18 **DISTRICT-PAID LEAVE**

The District shall grant all Unit Members one day of District-paid leave per fiscal year. This day is in addition to any/all illness days and/or personal days listed in Article 5. This day is credited to the Unit Member as of their first day of paid status with the District during the fiscal year.

- 5.18.1 This additional District-paid leave day may be used as either an illness (sick) day or as a personal necessity day as described in this Article but is not subject to the same restrictions as personal necessity leave.
- 5.18.2 Unlike typical personal necessity leave days described in Article 5.14, this District-paid leave day will not be drawn from the Unit Member's accumulated sick leave or illness days. Use of this District-paid leave day does not deplete any accumulated illness days.
- 5.18.3 The District-paid leave day shall be used prior to deducting any days from a Unit Member's leave account unless the Unit Member notifies the supervisor not to do so.
- 5.18.4 The District-Paid Leave day does not accumulate from year to year. It is a "use it or lose it" benefit and will be lost at the end of each fiscal year. It may not be transferred to another District or used for STRS service credit upon retirement.

## 5.19 **CATASTROPHIC LEAVE PROGRAM**

The Catastrophic Leave Bank (C.L.B.) is a "bank" of donated sick leave days which may be requested for use by Unit Members who are suffering from a catastrophic illness or injury, once they have exhausted all full-paid leaves.

- 5.19.1 A Unit Member is eligible to use Catastrophic Leave when the following conditions are met:
- a) The Unit Member requesting use of the leave has donated leave to the program pursuant to the minimum contribution (see 5 below) requirements set forth in this procedure prior to requesting leave;
  - b) The Unit Member has submitted a written request that includes a physician's verification of a severe or incapacitating illness or injury that is expected to continue for an extended period of time and prevents the Bargaining Unit Member from performing his/her duties;
  - c) The Unit Member will not receive payment for the time absent due to illness or injury from Workers' Compensation (C.W.C.I.A.);

- d) The Unit Member has exhausted all balances in all full-paid leave categories;
- e) The Unit Member has not withdrawn more than forty (40) days of sick leave per catastrophic illness or injury;
- f) There is sufficient leave in the C.L.B.

5.19.2 Enrollment in Catastrophic Leave Bank

- a) Current Unit Members: An annual open enrollment period will occur each March; however nothing precludes any C.L.B. member from donating to the bank at any time.
- b) New Hires: Newly hired Unit Members may donate one day of sick leave of the C.L.B. immediately upon hire. After the initial enrollment, the Unit Member must maintain the required balance in order to donate.

5.19.3 Required Balance: After the initial enrollment in the C.L.B., a Unit Member may not donate to the C.L.B. if the balance in the Member's sick leave account will fall below ten (10) days. When the number of days in the C.L.B. drops below fifty (50), a request for donations to the bank will be sent to all Unit Members.

15.19.4 Minimum Contribution: The minimum contribution to the C.L.B. by any full-time Unit Member will be one (1) day. The minimum contribution to the C.L.B. by any part-time Unit Member will be four (4) hours. Full-time Unit Members may use their available overload sick leave balance for the contribution. For faculty on 35-hour per week contracts, seven (7) hours shall be equivalent to one (1) day.

5.19.5 Maximum Contribution: The maximum a Unit Member may donate per academic year is five (5) days. The donation will be irrevocable.

5.19.6 Donations: The Unit Member must complete the form authorizing the District to debit the Unit Member's accrued sick leave and credit the C.L.B. with the number of days specified on the enrollment/donation form. All donations of sick leave are general donations and may not be designated to any specific recipient. Days contributed to the bank by the Unit Members cannot be withdrawn for any use other than Catastrophic Leave.

5.19.7 Withdrawals: Once a Unit Member who is suffering from a catastrophic illness or injury has exhausted all full-paid leaves (including all full-salary sick leave), the Unit Member may apply to withdraw up to twenty (20) days of full-salary sick leave from the bank. At the end of the 20-day period, an additional twenty (2) days of full-salary sick leave may be requested. Unit Members may request a maximum of forty (40) days of sick leave from the bank per catastrophic illness or injury. The Unit Member should complete an application for withdrawal of days from the bank. If the Unit Member is not able to request/complete the form due to the seriousness of his/her illness or injury, then a family member with the legal authority to act on behalf of the Unit Members may request/complete the application. All complete applications must be accompanied by written verification (prepared and signed by a licensed physician of the State of California) stating the nature of the catastrophic illness or injury and the anticipated number of days the Unit Member will be absent from work. Requests for an application for withdrawal of sick leave days are to be submitted to the Director of Human Resources. All applications must be approved by the C.L.B. Committee. Any unused days will be returned to the C.L.B.

5.19.8 Eligibility: To be eligible for the benefit of withdrawals from the C.L.B., a faculty Member shall contribute to the bank prior to requesting leave.

- 5.19.9 Catastrophic Leave Bank Committee: the Catastrophic Leave Bank Committee Will be composed of two (2) members appointed by the District and two (2) members appointed by the Association.
- 5.19.10 Committee Decision: It requires the affirmative vote of three (3) or more committee Members to approve the use of days from the bank. The decision of the C.L.B. Committee regarding withdrawal of days from the bank will be final and binding.
- 5.19.11 Annual Balance Report: Payroll will provide an annual report of the number of days in the bank to the Association President at the beginning of each semester. The actual report will be generated and maintained by the Payroll office.
- 5.19.12 Faculty who have donated time to the Catastrophic Leave Bank will have this information indicated in their WebAdvisor account.



## **ARTICLE VI: TENURE REVIEW AND FACULTY EVALUATION**

- 6.1 Unit Members shall be evaluated in accordance with the policies and procedures and on the forms negotiated between the District and the Association. Adopted evaluation and tenure review policies and procedures are contained in a separate document, Tenure Review and Faculty Evaluation Manual, dated May 22, 2020, which can be obtained at the Human Resources Office or on-line in the Public Folders of Outlook under Tenure Review.
  - 6.1.1 In accordance with the Tenure Review and Faculty Evaluation Manual, dated May 22, 2020, full-time Unit Members shall perform duties outside the classroom such as, but not limited to, the following: developing curriculum in their disciplines, and/or participating in Program Review, and/or conducting peer evaluations, and/or serving on departmental and District-wide committees.
- 6.2 Each Full-Time Unit Member shall acknowledge on their Faculty Self-Evaluation Statement form that he/she has participated in the assessment of student learning outcomes (SLOs) and used the information to improve teaching methodologies and learning. In the event that the ACCJC (Accrediting Commission for Community and Junior Colleges) is no longer the accrediting agency for Southwestern College, then the SCEA and the District will automatically reopen Article 6.2 for collective bargaining in order to reassess its inclusion in the SCEA Contract.

## **Article VII SALARIES (Compensation)**

### **7.1 PAY SCHEDULE**

- 7.1.1 An increase of 6.07% shall be applied to all full-time salary schedules retroactive to July 1<sup>st</sup>, 2021. This provision applies to individuals who are employed as of the Board's ratification date.
- 7.1.2 An increase of 6.07% shall be applied to all part-time salary schedules, retroactive to July 1, 2021. This provision applies to individuals who are employed during the 2021-2022 year, except for any involuntary separations.
- 7.1.3 Ten (10) and eleven (11) month contract Unit Members will be paid on either ten (10) month or eleven (11) month basis, depending upon their months of assignment. The Human Resources Office will advise each Unit Member of pay options available under current county regulations and credit union services by the first day of service each fall semester. Unit Members employed on the Part-time Salary Schedule will be paid on a time schedule established by the Human Resources Office. Salary warrants shall be issued according to the rules and regulations of the San Diego County Board of Education.
- 7.1.4 Full-time Unit Members possessing a doctorate degree from an accredited institution shall receive a stipend of \$2,090 annually. Part-time Unit Members possessing a doctorate degree from an accredited institution shall be paid an additional \$500 stipend at the end of each semester (Fall/Spring) of satisfactory service, beginning in the 2013-14 academic year. Applications for the 2013-14 academic year must be submitted to Human Resources within three (3) weeks of ratification by both parties. Thereafter, applications will be submitted in accordance with 7.2.4.2.

### **7.2 CONTRACT SALARY SCHEDULE CLASS PLACEMENT AND RECLASSIFICATION**

- 7.2.1 Initial class placement or reclassification on the salary schedule shall be based upon a Unit Member meeting the educational requirements identified on the salary schedules in Appendix A.
- 7.2.2 **Acceptable Units and Degrees:** In determining the initial class placement or reclassification, only units and degrees earned from an accredited institution of higher education will be accepted. To be accredited, an institution must be certified as accredited by a regional accreditation commission. Exceptions to this will be institutions where provision for regional accreditation is not available, in which case the cognizant Vice President will recommend approval or disapproval of the units or degree to the Superintendent/President. The decision of the cognizant Vice President may be appealed under Section 7.4 of this Agreement.

For initial salary class placement and reclassification, only degrees earned, which by District determination are related to the Unit Member's current or anticipated assignment, will be accepted. The degree will be considered earned after the District receives an official letter certifying that all of the requirements for the degree have been completed, and the date when the degree will be awarded from the Registrar or appropriate administrator from the institution from which the degree was earned.

Courses not designated as upper division or graduate completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

Lower division courses completed subsequent to the Bachelor's Degree for which credit for initial class placement is desired need the approval of the cognizant Vice President.

### 7.2.3 **Alternate Salary Reclassification Policy and Procedures**

- 7.2.3.1 Horizontal salary advancement units of credit will be granted, in lieu of course credit, for approved faculty proposals.
- 7.2.3.2 Proposals must be submitted to the cognizant Vice President on forms provided by the District and that provide information in narrative form about the following: (1) number of units requested; (2) nature of the project; (3) benefit to the student, instructor and college; (4) applicability to the subject area in which the Unit Member is teaching or anticipates teaching; (5) procedures for implementing the project; (6) expected beginning and ending dates and anticipated number of hours needed to complete the project; (7) form of the final report to the Salary Evaluation Appeals Committee.
- 7.2.3.3 The proposal shall be reviewed by the cognizant Vice President and the S.C.E.A. President. Both parties must agree for the project to be approved. If the cognizant Vice President and the S.C.E.A. President do not agree, the project proposal shall be submitted to a committee composed of two (2) members appointed by the Association and two (2) members appointed by the District. A majority vote of approval by this committee shall be needed to approve the proposal.
- 7.2.3.4 A maximum of six (6) units earned under this procedure may be applied to any class of the regular salary schedule for horizontal advancement.

### 7.2.4 **Reclassification Procedures**

- 7.2.4.1 (A) Accredited college or university courses, including extension courses that are specified as upper division or graduate courses on transcripts, are automatically acceptable for reclassification if they meet one of the following conditions:
  - (1) Courses taken from a school of education or courses which have an education designator;
  - (2) Courses related to the Unit Member's established. Faculty Service Area (FSA) or future assignments as anticipated by the Contract.
- (B) Courses and/or professional development activities not designated as upper division or graduate may be used for reclassification with approval of the cognizant Vice President. When such approval is required, it shall be based upon the following criteria:
  - (1) In-service courses and/or professional development activities developed and sponsored by the District, approved by the cognizant Vice President, and offered for professional growth of the staff, shall be acceptable if designated as "hurdle credit" by the Staff Development Committee.
  - (2) Courses and/or professional development activities that directly relate to the Unit Member's assignment; shall be acceptable if their content can be applied to student learning, programs, and/or college operations. To make this evident, the faculty member shall demonstrate that the content of the activity was, is being, or will be shared with colleagues, applied in the classroom, and/or used in college operations or programs within the duties of the faculty member.

(C) To earn credit for attendance at a multi-session or multi day conference, or similar activity, each session for which hurdle credit is requested shall be subject to the product requirement of 7.2.4.1 (B)(2) above.

(D) When credit for presenting at a conference or similar activity is approved, it shall be awarded at a rate of "two times the number of hours of the session" to acknowledge the preparation time as well as the presentation time.

7.2.4.2 All course work to be used for reclassification must be completed prior to the beginning of the semester in which the Unit Member is reclassified. To be effective for the entire semester, the Unit Member must complete the reclassification procedures no later than September 22 to be eligible for reclassification for the fall semester, and February 22 for reclassification for the spring semester. Requests received after these dates will not become effective until the following fall or spring semester.

Unit Members shall verify class advancement course credit by filing with the Human Resources Office an official grade report or an official letter or an official transcript from the accredited institution. It is the Unit Member's responsibility to request course work verification not later than two weeks prior to the deadline date for reclassification. A copy of the request for verification shall be provided to the Human Resources Office. The deadline for reclassification shall be assumed to have been met if the Human Resources Office receives the verification of completed course work after the deadline date if the Unit Member has fulfilled all of the requirements of this section, and the delay was due to circumstances beyond the Unit Member's control.

### 7.3 **CONTRACT SALARY SCHEDULE INITIAL STEP PLACEMENT AND ADVANCEMENT**

7.3.1 **Teaching Experience:** Maximum initial placement shall be no higher than Step 6 of the appropriate class. Initial step placement on the salary schedule shall be determined by previous teaching and/or related work experience.

7.3.1.1 For teaching in an accredited college or university in the subject area for which the Unit Member is being employed, year-for-year previous service shall be granted up to a maximum initial placement of Step 6.

7.3.1.2 Only hours of paid work experience directly related to teaching assignments shall be counted toward advanced placement. The following schedule shall be used to determine credit for previous work experience and teaching experience other than teaching experience credited under 7.3.1.1:

Step 1 - No previous experience

Step 2 - One year's previous experience

Step 3 - Two or three years' previous experience

Step 4 - Four or five years' previous experience

Step 5 - Six or seven years' previous experience

Step 6 - Eight or more years' previous experience

7.3.2 **Salary Schedule Step Advancement**

- 7.3.2.1 A Unit Member shall be advanced one step on the salary schedule for each year of satisfactory full-time service until the maximum of the annual steps in his/her class is reached. A year of full-time service is defined as contract service for seventy-five percent (75%) or more of the number of hours considered as a full-time assignment. The Unit Members serving on less than seventy-five percent (75%) of a full-time contract shall be granted an increment for each two (2) years of satisfactory service.
- 7.3.2.1.1 A Unit Member who receives an overall summary evaluation rating that is less than satisfactory shall remain on his/her current salary step.
- 7.3.2.1.2 If, during a subsequent evaluation, the less-than satisfactory rating improves to satisfactory, the Unit Member shall be advanced to the step on the salary schedule on which he/she would have been placed if a less-than-satisfactory rating had not occurred and shall be paid retroactively from the date the increased salary would have originally been received.
- 7.3.2.2 A Unit Member will advance from Step 16 to Increment A, or from Increment A to Increment B, or from Increment B to Increment C, or from Increment C to Increment D if he/she has completed the equivalent of three (3) years of full-time service on the maximum of salary Classes I and above.
- Unit members who have completed the equivalent of three (3) years or more of full-time service on Step C in academic year 2021-2022 will be moved to Step D retroactive to July 1, 2021.

#### 7.4 **SALARY EVALUATION APPEALS COMMITTEE**

- 7.4.1 The Salary Evaluation Appeals Committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District.
- 7.4.2 The purpose of the committee shall be to hear and rule on appeals of decisions regarding either the initial placement of a Unit Member on the salary schedule, or the disallowance of a course or project proposal to be used for salary reclassification.
- 7.4.3 For an appeal to be heard by the committee, a bargaining Unit Member shall file the appeal in writing within fifteen (15) working days of receipt of the written decision which is being appealed. If a timely appeal is not filed, the decision of the District shall become final and binding upon both parties. The written appeal shall be filed in the office of the Vice President for Human Resources. The committee shall notify the bargaining Unit Member of its decision within fifteen (15) working days of receiving the appeal.
- 7.4.4 It requires the affirmative vote of three (3) or more members of the committee to overturn a decision that has been appealed to the committee.

#### 7.5 **PART-TIME SALARY SCHEDULE**

- 7.5.1 Full-time Unit Members teaching overload, summer session instructors and paid substitutes shall be paid in accordance with the Salary Schedule for Academic Part-time/Overload Service (Appendix A).
- 7.5.2 Part-time Unit Members shall be paid in accordance with the Salary Schedule for Academic Part-Time Equity Teaching Assignments Fall/Spring Semesters Only (Appendix A), during those terms. Summer session shall be paid per section 7.5.1.

This salary schedule will have one (1) row, Class D, added to the salary schedule and will be effective July 1, 2007.

- 7.5.3 When requested by the Dean to represent the District, the Unit Member shall suffer no loss of overload pay.

7.6 **EXTRA PAY ASSIGNMENTS**

- 7.6.1 Unit Members who volunteer for designated extra pay assignments shall receive additional compensation in accordance with the Extra Pay Assignment Schedule attached to this Agreement (Appendix A). Unless a Unit Member volunteers for such an assignment, such assignments shall be made in areas consistent only with a Unit Member's expertise and knowledge. ASO recognized club advisors shall be compensated with a stipend of \$1,250.00 per semester, with relevant job descriptions for the club advisors to be those set forth in the Associated Student Organization (ASO) Handbook.

- 7.6.2 Bargaining Unit Members assigned to coach within the intercollegiate athletic program shall receive additional compensation in accordance with the following provisions:

- 7.6.2.1 On-staff Head Coaches shall receive the following compensation:

7.6.2.1.1 The Coach shall be employed as an eleven (11) month employee in accordance with the provision of Article IV, sub-section 4.1.2.

7.6.2.1.2 The Coach shall be scheduled for a total of ten (10) hours, or 8 LHE of reassigned time, during the season of the sport.

- 7.6.2.2 Off-staff Head Coaches shall be compensated at an amount equal to twenty-two percent (22%) of the annual salary of Class I, Step III of the contract employee salary schedule.

- 7.6.2.3 Assistant Coaches shall receive the following compensation:

7.6.2.3.1 The Coach shall be compensated at an amount equal to ten percent (10%) of the annual salary of Class I, Step III of the contract employee salary schedule. On-staff Assistant Coaches shall receive the following release time during the semester of assignment: Football - six (6) hours (4.8 LHE); all other sports - four (4) hours (3.2 LHE).

- 7.6.3 Any one-time off-the-schedule payments shall not apply to extra pay assignments.

- 7.6.4 District Funded Non-Contractual Stipends/Extra Pay Assignments are payments by the District to faculty who are assigned special assignments involving hours of service and responsibility beyond the range of normal faculty assignments, and are not listed as an "Extra Pay Assignment" as delineated in Appendix A. They are awarded in lieu of and cannot be combined with reassigned time already offered for completion of the same project.

- 7.6.4.1 District Funded Non-Contractual Stipends/Extra Pay Assignments will be compensated at the Unit member's academic hourly lab rate. Stipends cannot be banked.

- 7.6.4.2 This article does not apply to stipends/extra pay assignments that are funded by outside entities (such as from a grant).

7.7 **SUBSTITUTION/OVERLOAD**

- 7.7.1 Unit Members who serve as paid substitutes shall be paid at the rate established on the Salary Schedule for Academic Part-time/Overload Service.
- 7.7.2 For Unit Members to qualify for substitute pay, the hours claimed must be in addition to their scheduled responsibilities. Scheduled responsibilities may be modified by mutual agreement between the instructor and his/her Dean to facilitate substitution.
- 7.7.3 Any Unit Member evaluated as Improvement Needed or Unsatisfactory shall not be eligible for an overload assignment until the Unit Member receives a subsequent satisfactory evaluation.

7.8 **REDUCED FACULTY SERVICE**

- 7.8.1 Qualified full-time bargaining Unit Members may apply for and shall be granted a reduced workload and maintain full-time retirement credit in accordance with Education Code Section 87483 as amended. Any further amendments to Education Code Section 87483 shall be incorporated into Section 7.8 of this Agreement.
- 7.8.2 Unit Members serving under the reduced faculty service program shall be granted annual increments in accordance with Article VII of this Agreement without regard to the percentage of service provisions of Sub-section 7.3.2.1.

7.9 **VOLUNTARY EARLY RETIREMENT CONTINUATION OF SERVICE:** Full-time Unit Members who meet the qualifications specified in Section 7.9.1 below shall be eligible for the Continuation of Service Program as outlined in 7.9.3 below.

7.9.1 **Qualification Requirements**

- 7.9.1.1 Satisfactory service in the Southwestern Community College District for a minimum of fifteen (15) years of full-time faculty service.
- 7.9.1.2 Must have reached the age of fifty-five (55) on or before June 30 of the college year preceding retirement.
- 7.9.1.3 Persons under the program must meet the qualifications for type of service approved.

7.9.2 **Application Procedures**

- 7.9.2.1 Applications must be submitted in writing during the last year of service and received by the Vice President for Human Resources prior to April 1 for June retirees or October 15 for December retirees. The application must specify the number of years being requested, the preferred dates of service, and the specified faculty assignment desired.
- 7.9.2.2 The applications of all applicants who meet the qualifications shall be referred to the Voluntary Early Retirement Committee.
- 7.9.2.3 The Voluntary Early Retirement Committee shall be composed of the Vice President of the area, the Vice President for Fiscal Affairs, and one member other than the applicant, appointed by the Association. For initial applications, the duties of the committee shall be: (1) Review all applications and recommend approval or disapproval to the Superintendent/ President; (2) Prepare a cost projection for each application; (3) recommend the specified assignment and the dates on duty for the first year of service. For application renewals, the Voluntary Early Retirement Committee shall: (1) Evaluate the past year's performance of the Unit Member requesting renewal; (2) Recommend to the

Superintendent/President the continuance or discontinuance of the program; and (3) Establish the dates on duty and the service to be rendered by each participant recommended for continuance.

- 7.9.2.4 All committee recommendations shall be in writing, and a copy shall be provided by the committee to the applicant.
- 7.9.2.5 Those applications recommended by the committee and by the Superintendent/President for approval shall be recommended to the Governing Board for final approval prior to May 15 for June retirees or December 15 for December retirees.
- 7.9.2.6 Upon approval by the Governing Board, the District and the Unit Member shall enter into a written agreement which will stipulate the conditions of the assignment, the dates on duty for the first year, and the salary to be paid to the Unit Member. This Agreement shall be signed by the Unit Member and the Superintendent/President.

### 7.9.3 **Continuation of Service Program Agreement**

- 7.9.3.1 The Continuation of Service Agreement shall be for a maximum period of seven (7) years.
- 7.9.3.2 This Agreement is subject to annual renewal at the option of the Unit Member. The annual request for renewal shall be submitted in writing to the District no later than April 1 of the year preceding the year of requested service.
- 7.9.3.3 Participants will be annually evaluated by the Voluntary Early Retirement Committee, and those evaluations less than satisfactory may be denied renewal option if so recommended by the committee, and approved by the Superintendent/President.
- 7.9.3.4 Persons approved shall serve in a faculty position based on a ten (10) month or 11 month assignment for up to twenty percent (20%) of a full-time load, or six LHEs. Non-teaching faculty members shall serve up to twenty percent (20%) of a full-time load which is equal to two hundred twenty eight (228) hours.
  - 7.9.3.4.1 These assignments may take place in one (1) semester of the academic year or may be spread over two (2) semesters. Assignments may also take place during the summer session.
- 7.9.3.5 The salary for this service will be based on the Unit Member's last placement on the appropriate salary schedule computed on each year's current salary schedule or the maximum allowed by S.T.R.S., whichever is less. The S.T.R.S. maximum applies to all earnings from any public School district and therefore the District must be notified of any employment with any other district including services paid as a substitute.
  - 7.9.3.5.1 Any portion of an assignment that exceeds twenty percent (20%) of a full-time load for teaching faculty or two hundred twenty eight (228) hours for non-teaching faculty will be paid at the appropriate overload salary schedule rate.
- 7.9.3.6 Unit Members under this plan shall be required to be on campus on a prorated basis in accordance with the workload provision of this Agreement.



- 7.9.3.7 Any Governing Board controlled future changes in Section 7.11 of this Agreement shall not reduce any benefits for those retired Unit Members in the program at the time of the change.
- 7.9.3.8 Illness leave shall be granted participants in this program in the following amount: (1) Participants who are required to be on duty for thirty-five (35) days shall be granted each year one (1) day of non-accumulative illness absence leave; (2) Participants who have a teaching assignment shall be granted non-accumulative illness absence leave in an amount equal to the illness absence leave provided for part-time instructors teaching in the same semester or session in which the program participant is teaching. Illness leave under this section may only be used in the case of personal illness of the participant in the program.

7.9.4 SCEA agrees to the implementation of the 2018-19 Early Retirement Incentive proposed by the District. The parties agree that future compensation negotiations will include the funds that were saved by the District due to SCEA Unit Members acceptance of the 2018-19 Early Retirement Incentive.

#### 7.10 **MILEAGE**

- 7.10.1 Any Unit Member required with written authorization from the Dean to use his/her vehicle on District business shall be reimbursed at the current I.R.S. established rate for all miles driven on behalf of the District.
- 7.10.2 Any Unit Member having annual contract duty at two (2) sites in a single day will be reimbursed mileage in excess of that normally traveled in accordance with regulations listed on the mileage form (Appendix E).

#### 7.11 **PART TIME UNIT MEMBERS RETIREMENT PLANS**

- 7.11.1 Effective July 1, 2014, the District shall offer part-time Unit Members two retirement plan options: STRS Defined Benefit or STRS Cash Balance for all wages paid on or after July 1, 2014. Those employees who previously selected the Accumulation Program for Part-time and Limited-Service Employees (A.P.P.L.E.) may continue to participate in the A.P.P.L.E. program if they so choose.
- 7.11.2 The District's contribution to said retirement accounts shall be at the following rates:
  - (a) STRS Defined Benefit: per state law
  - (b) STRS Cash Balance: 4%, or as otherwise required by state law
  - (c) A.P.P.L.E.: 3.75%
- 7.11.3 The District shall be held harmless from liability in the event the employee fails to receive full retirement benefits, provided that the District has fully complied with all relevant program requirements.

## **Article VIII: HEALTH & WELFARE BENEFITS**

### **FULL-TIME FACULTY**

- 8.1 The District will guarantee, for full-time Unit members participating in the District-wide Health and Welfare program, an ongoing health & welfare contribution in an amount such that the premium for employee-only for Kaiser Permanente is fully covered by the District, and that the premiums for employee +1 and family plans for Kaiser Permanente are at least 90% covered by the District effective February 1, 2022. Those bargaining Unit members who choose other health plan offerings will pay the difference between the above-mentioned amount for Kaiser Permanente and the actual cost, except that employee-only bargaining Unit members who select United Health Care Network One (UHC-N1) will receive an amount equal to the UHC-N1 employee-only premium, less \$50 per month. All other employee-only coverages will receive the same district contribution as that for UHC-N1.

Dependents are defined as: spouse, registered domestic partner and legal dependents.

“Premium” as noted above is only for the cost of medical insurance. The District will continue to fully pay the cost of mandatory life insurance and mandatory dental insurance for full-time Unit Members who participate in the District-wide Health and Welfare program.

#### **8.1.2 Opt-in and opt-out requirements:**

- 8.1.2.1 Full-time faculty who are hired before January 1, 2005 will be able to opt out of the District Health and Welfare Plan; however, the maximum District contribution to the health and welfare benefit package for full-time faculty who opt out will cap at five thousand two hundred dollars (\$5,200) per year.

Full-time faculty who are hired after January 1, 2005 will not be able to opt out of the District Health and Welfare Plan.

- 8.1.2.2 A full-time faculty member who opts into a District plan may not opt-out after the close of the 2006 open-enrollment period.

- 8.1.2.3 A full-time faculty member who currently is opted out of the District plan must provide the District with annual proof of personal health insurance.

### **RESIDUAL FUNDS**

- 8.1.2.4 Full-time faculty who are hired after January 1, 2005 will not receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

Residual funds are defined as those moneys left over from the District contribution of five thousand two hundred dollars (\$5,200) after the full-time faculty member has selected his/her health, dental, and mandatory life insurance coverage.

- 8.1.2.5 Full-time faculty who are hired before January 1, 2005 will continue to be eligible to receive residual funds from the District health and welfare contribution of five thousand two hundred dollars (\$5,200).

- 8.1.3 The starting point for future Health and Welfare negotiations will be the base amount as delineated in Section 8.1. For the purposes of future negotiations, the full-time faculty will not return to the previous level of only \$5,200 District contribution.

- 8.2 A contract or regular Unit Member with less than a full-time assignment shall receive the health and welfare benefits in the same proportion that his/her teaching load is to a full-time teaching load.

### **PART-TIME FACULTY**

- 8.3 Upon approval and acceptance by the Kaiser Health Plan, Inc., any Unit Member and his/her dependents, at the Unit Member's option, may participate, at no additional cost to the District, through payroll deduction.

- 8.3.1 Unit Members shall be eligible for medical insurance provided by the Kaiser Foundation Health Plan in accordance with the following conditions:
- 8.3.1.1 To be eligible for this employee-only benefit, the Unit member must meet all of the following requirements:
- 8.3.1.1.1 Be assigned at a minimum of a 45% load to render Academic service to the District during the semester in which he/she applies for this benefit.
- 8.3.1.1.2 Elect to participate in the Kaiser Plan for one (1) year,
- 8.3.1.1.3 Apply within the timelines prescribed by the District on the District-provided form.
- 8.3.1.2 Bargaining Unit members shall not be eligible for medical insurance under the following conditions:
- 8.3.1.2.1 If the Unit Member has full-time employment elsewhere or is retired from another position.
- 8.3.1.2.2 If the Unit Member has medical benefits available either through other employment or through dependent status on someone else's policy.
- 8.3.1.3 If Kaiser does not approve the Unit Member's application for Membership, the District is not obligated to provide alternative coverage.
- 8.3.1.4 Benefit payments shall be prorated as follows:
- 8.3.1.4.1 The District shall pay a 67% share of the part-time Unit member's Kaiser premium. The part-time faculty member shall pay the remaining balance of the premium – less the additional District contribution noted in Article 8.3.2 -- including the entire additional premium of any elected dependent coverage to the District of the medical insurance premiums in five (5) equal payments in the fall and/or spring semester.
- 8.3.1.4.2 If the Unit Members' assignment in the spring or fall semester after enrollment is less than the minimum 45% load to be eligible, the medical coverage shall be continued during that semester, with the District paying 67% of the premium.
- Continuation coverage will be offered on a self-pay basis at no cost to the District with premiums paid in full by the Unit Member, pursuant to the California Continuation Benefits Replacement Act (COBRA).
- 8.3.1.4.3 If the Unit Member drops the insurance coverage or is dropped by the Kaiser Plan, the District shall have no responsibility for payments of premiums.
- 8.3.1.4.4 The District reserves the right to require verification of any or all of the conditions described above.
- 8.3.2 **Part-Time Unit Member Health Benefits Contribution.** The District will contribute \$325,000 annually to a "Part-Time Faculty Unit Member Health Fund" that will be used to supplement the premium costs of part-time faculty Unit Members who participate in the District-wide health plan. The money in the Part-Time Health Fund will be distributed to part-time faculty Unit Members who are enrolled in the District-wide health plan as stated in Article 8.3.
- 8.3.3 The Part-Time Health Fund will be used to supplement that portion of the "employee only" premiums that the part-time Unit member must pay out-of-pocket for the health plan. The maximum amount of supplemental funds that a part-time Unit member may receive is 100% of that total amount of out-of-pocket costs for the premium for an "employee only" Kaiser Plan.
- 8.3.4 If any dollars remain in the Part-Time Health Fund after the maximum distributions have been made to participating part-time Unit Members, those funds will carry over to the next year. If the

amount of money in the Part-Time Health Fund is not enough to cover all participating part-time faculty members at the maximum contribution level, then the money in the Part-Time Health Fund will be divided proportionately among the part-time faculty participating in the health plan at the time of distribution.

- 8.3.5 The District agrees that any additional funding provided for the specific purpose of increasing part-time faculty health and welfare benefits will be used exclusively for the purpose of increasing this benefit. The District and SCEA will meet to negotiate the terms of this augmentation should information be received after the current year negotiations have been settled.

## **RETIREMENT**

- 8.5 The District agrees to continue to provide financial support for medical and/or dental insurance coverage for all full-time Academic Unit Members who retire after July 1, 1988, and in accordance with the following provisions:
- 8.5.1 To be eligible for this retirement benefit, a Unit Member must have completed a minimum of fifteen (15) years of full-time satisfactory service to the District and have reached the age of fifty-five (55) in the year of application.
- 8.5.2 A Unit Member who meets the longevity and age requirements, and who elects to receive this benefit, shall be granted effective January 1, 2022, the sum of up to two thousand dollars (\$2,000) for the life of the retiree annually, or fifty percent (50%) of the employee's medical benefit cost if selected from the District's benefit plan, whichever is the larger amount, which shall be used to help defray the costs of health and/or dental insurance for the retired Unit Member. If an employee requests to continue participating in the District's program, the money provided shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member.
- 8.5.3 Prior to the time of retirement, a Unit Member may request, in writing, to the Human Resources Office, that he/she wishes to continue to participate in the District's medical and/or dental insurance programs which are offered to currently employed Unit Members. If an employee requests to continue participating in the District's program, the money provided under 8.5.2 shall be used to defray a portion of the premium costs. Any additional premium costs shall be borne by the retired Unit Member. If a Unit Member does not elect to participate in the medical and/or dental plan at the time of retirement, the Unit Member cannot request to participate at a later date. Participation in the District's health and/or dental plan shall be subject to the terms prescribed by the health and/or dental plan insurance providers.
- 8.5.4 If a retired Unit Member does not request to participate in the District's health and/or dental plan as provided under 8.5.3, or subsequently drops the plan, the District shall annually pay to the retired employee the benefit provided under 8.5.2, upon verification by the employee of annual medical and/or dental insurance benefit costs for the retired Unit Member in an amount equal to or in excess of the benefit provided in 8.5.2.
- 8.5.5 A Unit Member may elect to continue to include a spouse, at the expense of the Unit Member, in the District's health plan, as long as the retired Unit Member is also participating in the District's health plan.
- 8.5.6 A surviving spouse who was participating in the District's health plan at the time of the Unit Member's death may continue to participate in the District's health plan at his/her own expense after the death of the retired Unit Member. A surviving spouse who was participating in the District's health plan at the time of the Unit Member's death may continue to participate in the District's health plan at his/her own expense after the death of the retired Unit Member. The District will pay three (3) months of the cost of the full premium.
- 8.5.7 If a retired Unit Member moves out of the service area of District health providers, the retired Unit Member shall be reimbursed up to fifty percent (50%) of the current average District cost for active Members, or two-thousand dollars (\$2,000) per year, whichever is greater, limited to verified medical coverage costs paid by the member.

- 8.6 A committee consisting of three (3) members appointed by the Association, three (3) members appointed by the District, and equal numbers from all other representative and non-representative employee groups, shall convene annually to recommend the list of specific health and welfare offerings from which the bargaining Unit Members may choose, to the Association and the District.
- 8.7 A Section 125 pretax flexible benefits plan shall be added to the College's health and welfare benefit package, subject to Internal Revenue Service limitations.
- 8.8 Selections shall be made in the manner prescribed and on the form attached to this Agreement (Appendix D).

**ACCESS TO THE COLLEGE FITNESS CENTER**

- 8.9 All Unit members shall have free and full access to the Southwestern College Fitness Center, including (but not limited to) all weight equipment, cardio equipment, and the swimming pools. To qualify for membership, the Unit member must apply.

## **ARTICLE IX: CLASS SIZE**

### **9.1 DEFINITION**

- 9.1.1 **Single-Section Class:** A single section class is defined as a course of which only one (1) section has been scheduled to be offered during a semester or the summer period between semesters.
- 9.1.2 **Class Maximum:** Class maximum is defined as the largest number of students that may be registered into a course without the authorization of the instructor.
- 9.1.3 **Class Minimum:** Class minimum is defined as an established percentage of the class maximum rounded to the next highest whole number.
- 9.1.4 **Overlay Classes:** An overlay class is defined as a class that is scheduled to meet at the same time and place and with the same instructor as one or more other classes. The District may overlay any courses that have previously been overlaid; however, no classes may be overlaid without the consent of the instructor responsible.
- 9.1.5 **Team-Teaching:** Team-teaching is defined as two (2) or more Academic instructors jointly assigned to teach the same class in the same room at the same time. Team-teaching classes may be utilized only with the permission of the responsible instructors.
- 9.1.6 **Learning Communities:** Learning communities are two or more classes that are linked together by a common theme. The classes are taught by two different instructors; however, the same students should be registered for both classes. The enrollment roster of one should be identical to the enrollment roster of the other. The instructors link the content of the courses through common themes and concepts.
- 9.1.7 For purposes of Section 9.2 of this Agreement, classes conducted during the day program and during the evening program shall be considered separate entities. Any class which begins after 4:30 p.m. shall be assigned to the evening program.

### **9.2 CLASS CANCELLATIONS**

- 9.2.1 At the discretion of the Dean any section of a course may be canceled prior to the beginning of Registration.
- 9.2.2 Any section of a course may be canceled at the discretion of the Dean in consultation with the Vice President of Academic Affairs until the last day of the add period. Whenever feasible, the Dean and the Department Chair will consult on the cancellation prior to making a final decision.
- A single-section class reaching fifty-five percent (55%) of the agreed upon maximum for that class shall not be cancelled. At the Dean's discretion, a single-section class with less than fifty-five percent (55%) may remain open.
- 9.2.3 No classes shall be cancelled by the District after the end of the add period.
- 9.2.4 Extension and late starting classes may be cancelled at the end of the Registration period for that class.

- 9.2.5 Regional Occupational Program (R.O.P.) classes offered by the District shall be exempt from this section of the Agreement and may be cancelled subject to the rules and regulations of the San Diego County Department of Education.
- 9.2.6 The District shall have the right to reassign Unit Members to other courses in order to maintain the Members' full teaching load.

9.3 **CLASS MAXIMUMS**

- 9.3.1 The District and the Association agree to maintain class maximums at the level approved by the Curriculum Committee. The recognized class maximum is determined on the course outline as approved by the Curriculum Committee.
- 9.3.1.1 Class maximums at the Chula Vista Campus apply to courses offered at the off-campus sites unless circumstances and space/facilities at the off-campus sites make that impossible, in which case the Vice President for Academic Affairs and the cognizant Dean of the offsite location will jointly make adjustments in the maximums as needed.
- 9.3.1.2 Class maximums of newly proposed courses or courses submitted for modification shall be established by a consensus agreement between the full-time Unit Members teaching in the subject area in which the course is being offered and the Dean. The consensus agreement shall be among those present at a meeting called by the Dean for the purpose of establishing the class maximum. The Dean shall notify the Unit Members of the committee five (5) working days before the meeting.
- 9.3.1.3 If consensus agreement for these newly proposed courses or courses submitted for modification is not obtained, the class will be referred to a committee made up of two (2) members appointed by the Association, and two (2) members appointed by the District. The maximum for the new class will be established by an agreement among any three (3) members of the committee.
- 9.3.1.4 If the committee fails to establish a class maximum, the maximum shall be established by the District. When establishing the maximum, the District shall take into consideration such factors as the maximum of similar classes, the instructional methods proposed for the course, and facility or equipment limitations.
- 9.3.1.5 The class size for all learning community linked classes described in 9.1.6 will reflect the lower class maximum of the courses in the learning community. This can be increased by mutual agreement of the faculty in the linked classes.
- 9.3.2 For classes meeting more than once each week, a Unit Member shall be required to accept students up to the class maximum throughout the add period.
- For classes meeting once each week, a Unit Member shall be required to accept students up to the class maximum during the first two (2) class meetings or throughout the add period, whichever is longer. A Unit Member may accept students during the third class meeting. For the purposes of this section, a week is defined as six (6) consecutive instructional days inclusive of Saturday.

- 9.3.3 The class maximum for an overlay class shall be the average of the class maximums of the classes involved.
- 9.3.4 Class maximums may be modified to reflect changes in teaching methodology or curriculum revisions. Modifying an existing class maximum requires all of the following:
- 9.3.4.1 A majority vote by secret ballot of the full-time members in the discipline who are eligible to teach the class. The Dean shall make a reasonable effort to contact eligible faculty members who are on an approved leave so that they can vote;
  - 9.3.4.2 Approval of the Dean and the Vice President for Academic Affairs.
    - 9.3.4.2.1 In the event the Dean or Vice President reject the class size modification a written justification of the rejection will be provided to the requesting unit member within 30 calendar days of the decision.
- 9.3.5 If any Unit Member voluntarily enrolls students in any class in excess of five percent (5%) of the class maximum, as determined on the first census report, the District shall take the following action:
- The District and the Association shall jointly notify the Unit Member, in writing, that he/she is in violation of the agreement existing between the Association and the District, and that in the future, the Unit Member will be expected to conform to the provisions of the agreement.
- The District shall provide the Association a copy of any written notice required under section 9.3.5.



## **ARTICLE X: TRANSFERS**

- 10.1 **DEFINITION:** A transfer is defined as a reassignment of a full-time Unit Member from one School, division or site to another and/or from the Chula Vista Campus to an extension site and/or from an extension site to the Chula Vista Campus or another extension site. Assigning a Unit Member to teach fifty-percent (50%) or more of his/her load outside the School, division or site to which he/she is primarily assigned constitutes a transfer. Unit Members required to work more than fifty-percent (50%) outside their past School, division or site because of a structural reorganization by the District shall constitute a transfer.

### **10.2 INVOLUNTARY SITE TRANSFERS**

- 10.2.1 Transfers of tenured or tenure-track Unit Members to an extension site may be initiated by the District whenever such transfer is necessary to avoid a reduction in faculty positions or workloads, to accommodate space limitations due to increased enrollments, or to maintain or expand programs and services. The following faculty members will not be transferred involuntarily: Academic Senate officers including the President, President-Elect, Vice President, and Secretary; S.C.E.A. officers including the President, Vice President, Secretary, Treasurer, Grievance Chair, and members of the Negotiating Team; the Tenure Review Coordinator; and Department Chairs.
- 10.2.2 Transfers to an extension site shall be made so there is a minimum of disruption to projects, committee work, and student activities and shall be rotated equally among all Unit Members who meet the qualifications for teaching or working in that discipline. During the period of transfer, the Unit Member's regular office will be retained by the Unit Member.
- 10.2.3 The Department Chair shall make every attempt to solicit volunteers for an involuntary transfer. If there are no volunteers, a rotation schedule will be established based upon reverse order of seniority of tenured faculty members. No rotation shall exceed one (1) year per person.
- 10.2.4 A Unit Member affected by such transfer shall be given prior written notice, and a conference will be held between the Dean, the Department Chair and the Unit Member in order to discuss the transfer.
- 10.2.4.1 If a Unit Member believes there are extenuating circumstances which preclude an involuntary transfer, he/she will attempt to work out an exchange in the rotation with other members of the department. If this is unsuccessful, the Unit Member shall meet with the Dean for a decision.
- 10.2.4.2 If the Dean's decision is unacceptable to the Unit Member, he/she may appeal the decision to the Involuntary Transfer Review Committee. This committee shall consist of two (2) members appointed by the Association and two (2) members appointed by the District.
- 10.2.4.3 It requires the affirmative vote of three (3) or more members of the committee to overturn a decision that has been appealed. The decision of the Involuntary Transfer Review Committee is not subject to the grievance process in Article XII of this Agreement.

- 10.2.5 Unit Members teaching overload and part-time may be assigned to any on or off-campus site, depending upon the needs of the instructional program as determined by the Unit Member's Dean. All Unit Members will receive the standard mileage allowance when teaching or working at more than one District facility.

10.3 **TRANSFERS BETWEEN SCHOOLS**

- 10.3.1 Prior to transferring a tenured or tenure-track Unit Member from one School to another, the District administrator responsible for making the decision shall seek concurrence from the Unit Member being transferred and the School administrators from the Schools involved. The School administrators from the Schools involved will review the proposed transfer with the faculty members within the Schools affected. Involuntary transfers shall not be made for arbitrary or capricious reasons.
- 10.3.2 Prior to the decision to transfer becoming final, the District administrator responsible for approving the transfer shall notify in writing the Association and the Unit Member of the decision and the rationale for the proposed transfer.

## **ARTICLE XI: SAFETY CONDITIONS**

- 11.1 California CAL-OSHA shall govern safety conditions within the District.
- 11.2 Any correspondence resulting from an OSHA examination or safety audit of Southwestern Community College District facilities shall be provided to the Association within five (5) working days of receipt in the office of the Safety Officer.
- 11.3 If Unit Members believe working conditions are unsafe or unhealthful, they must bring the conditions to the District's attention as soon as possible by contacting the cognizant Dean. Unit Members will be not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being.
- 11.4 Upon notification, the District will eliminate or correct any unsafe or hazardous condition.
- 11.5 The District will provide training and support to Unit Members in providing for the proper use and security of equipment and facilities. The District shall take primary responsibility for the maintenance and upkeep for facilities and equipment. Unit Members will submit equipment and facilities requests as necessary.
- 11.6 The District will conform to and comply with all health, safety and sanitation requirements imposed by local, state, or federal law or regulations adopted under local, state or federal law.
- 11.7 SCEA may appoint representatives to the District Safety Committee established to implement an injury prevention program and a plan for District safety, emergency and disaster preparedness. The number of representatives will be determined by the District after consultation with SCEA.
- 11.8 In the event of an emergency which impacts working conditions, the District will negotiate effects with SCEA.

Every enclosed workplace and personal service room shall be equipped and maintained, insofar as is practicable, to prevent the entrance or harborage of insects, rodents or other vermin. An effective program of extermination and control shall be instituted whenever their presence is detected. Cleaning shall be done in such a manner as to minimize the contamination of the air and, insofar as is practicable, and shall be performed at such time and in such a manner that will avoid harmful exposures to employees.

## **ARTICLE XII: GRIEVANCES**

### **12.1 GENERAL PROVISIONS**

- 12.1.1 A grievance is a claim by an aggrieved party that there has been a violation, misapplication, or misinterpretation of the provisions of this Agreement.
- 12.1.1.1 A grievant is the Association or Member of the Unit covered by the terms of this Agreement.
- 12.1.1.2 A day is a day in which the central administrative office of the District is regularly open for business, excluding spring, winter and summer recess periods.
- 12.1.2 **Failure to meet time limits:** If a grievance is not processed by the grievant in accordance with the time limits set forth in this Article, it shall be considered settled on the basis of the decision last made by the District. Except as provided herein, if the District fails to respond to the grievance within the time limits at any level, the expiration of the time limit shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next step.
- 12.1.2.1 Time limits hereunder may be lengthened or shortened in any particular case only by mutual written agreement.
- 12.1.3 **Association Representation:** The grievant shall be entitled to representation by the Association at all grievance meetings. In situations where the Association has not been requested to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given an opportunity to state its written views on the matter. Ten (10) days will be considered an opportunity in this instance.
- 12.1.4 **Release Time:** Grievance meetings will normally be scheduled so as not to conflict with classroom duties. If this is not possible, the Association shall use release time provided under Article III: Association Rights, for the purposes of processing the grievance.
- 12.1.5 **No Reprisal:** There shall be no reprisal against the Unit Member for filing a grievance or assisting a grievant in this procedure.
- 12.1.6 **Grievance Files:** The District's records dealing exclusively with the filing and processing of a grievance shall be maintained separately from the grievant's personnel file. Such grievant's file shall be kept confidential. All records used in this grievance procedure, which may have derived from personnel files maintained by the District, will be returned to those files without indication that they had been used in this grievance procedure.

### **12.2 GRIEVANCE PROCEDURE**

- 12.2.1 **Level I**
- 12.2.1.1 Within fifteen (15) working days of the time an employee knew or should have known of the occurrence of an alleged grievance, the Unit Member shall discuss with the immediate supervisor the alleged grievance.
- 12.2.1.2 If a satisfactory resolution is not reached within two (2) days of the

discussion, the grievant shall present, within three (3) days thereafter, on the grievance form, attached hereto as Appendix B, the grievance in writing to the next higher designated administrator or designee.

- 12.2.1.3 The next higher administrator or designee shall communicate the decision to the Unit Member in writing within seven (7) days after receiving the grievance. The grievant, next higher administrator or designee may request a personal conference within the above time limits.

12.2.2 **Level II**

- 12.2.2.1 In the event the grievant is not satisfied with the decision at Level I, the decision may be appealed on the appropriate approved form to the Superintendent/President, or his/her designee, within five (5) days.
- 12.2.2.2 In order to be processed or considered, the appeal shall include copies of the original grievance and decision rendered, and the reason of the appeal.
- 12.2.2.3 The Superintendent/President, or his/her designee, shall communicate the decision to the grievant in writing within ten (10) days of receiving the appeal. Either the grievant, the Superintendent/President, or his/her designee, may request a personal conference within the above time limits.

12.2.3 **Level III**

- 12.2.3.1 Prior to submission of a grievance to binding arbitration, either party may ask for the services of the State Mediation and Conciliation Service for mediation and recommendation.

12.2.4 **Level IV: Binding Arbitration effective January 1, 2002**

- 12.2.4.1 In the event the grievant is not satisfied with the decision at Level II, or the mediation step described in 12.2.3, if utilized, has not resulted in a settlement, the Faculty Association shall notify the Superintendent/President that the grievance shall be submitted to a neutral arbitrator. Such notification shall be in writing and filed with the Superintendent/President within ten days after receiving the decision in Level II, or within ten days after the mediation session is held pursuant to 12.2.3. The notification must contain a written statement from the Faculty Association agreeing to arbitration of the grievance.
- 12.2.4.2 Within ten (10) days of the grievant giving notice that he/she wants to submit his/her grievance to arbitration, the parties shall meet for the purpose of identifying a mutually acceptable arbitrator. If the District and Association cannot agree on an arbitrator, a request for names shall be submitted to the State Conciliation and Mediation Service. Upon receipt of the list of arbitrators, the parties shall select one by alternately striking names from the list until one name remains. The remaining name shall become the arbitrator.

- 12.2.4.3 The arbitrator selected shall schedule a hearing as expeditiously as possible at a location convenient to the parties.
- 12.2.4.4 The arbitrator's jurisdiction shall be limited to determining whether the Collective Bargaining Agreement has been misinterpreted or misapplied and shall have no authority to grant or deny tenure. Nor shall the binding arbitration step set out herein be used in lieu of the statutory procedure described in Education Code Sections 87661 - 87683, i.e., discipline or dismissal of a contract employee.
- 12.2.4.5 The arbitrator shall neither add, detract from, nor modify the language contained in the Collective Bargaining Agreement. The arbitrator's decision will be binding and final upon the parties.
- 12.2.4.6 The cost of the services of the arbitrator, including the cost of the court reporter and transcripts, shall be shared equally by the parties.
  - 12.2.4.6.1 Unless both parties agree otherwise, in the event of a cancellation or postponement of an arbitrator hearing, any cancellation or postponement fees charged by the arbitrator shall be borne by the party requesting the cancellation or postponement.

### **ARTICLE XIII: PERSONNEL FILE CONTENTS AND INSPECTION**

- 13.1 Materials in personnel files of Unit Members that may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 13.2 Such material is not to include ratings, reports, or records which: (1) were obtained prior to employment of the person involved; (2) were prepared by identifiable examination committee members; or (3) were obtained in connection with a promotional examination.
- 13.3 Every Unit Member shall have the right to inspect such materials upon request, provided the request is made at a time when such person is not actually required to render student services.
- 13.4 In the case of derogatory materials related to a Unit Member's assigned duties or professional responsibilities, such material shall not be entered in a Unit Member's personnel file unless and until the Unit Member is given notice and an opportunity to review, comment, and to have such comments attached to the material in question.

Service of the material on the Unit Member may be by email, U.S. Mail, personal service, or other method, so long as there is written proof or evidence of service. The District will advise the Unit Member of their opportunity to review and respond to the material in question.

The District will then place in the personnel file a copy of (1) the derogatory material, and (2) written proof or evidence of service. The Unit Member may respond to the material in writing at any time and have their response attached to the derogatory material in the file.

- 13.5 Any derogatory material placed in a Unit Member's file must be signed and dated by the originator and the management person responsible for placing it in the file, and a copy shall be given to the faculty member prior to the time of insertion in the personnel file. No anonymous letters or materials shall be placed in this file, except when verified through a personnel investigation. In the event that anonymous letters or materials of a derogatory nature without a date and/or signature are placed in a Unit Member's file, said letters or materials will be removed and destroyed upon discovery.
- 13.6 There shall be only one official personnel file for each Unit Member. No action, except as prescribed by law, may be taken against a Unit Member on the basis of material other than that contained in the official personnel file.
- 13.7 Personnel files shall be kept in confidence and shall be available for inspection only by the Unit Member, a representative of the Association (with the Unit Member's written authorization), and authorized administrative employees of the District when actually necessary in the proper administration of the District's affairs or the supervision of the Unit Member.

#### **ARTICLE XIV: NO STRIKE/NO LOCKOUT**

- 14.1 During the term of this Agreement, the District will not lock out its employees, and the Association, its officers, representatives or agents, will neither cause nor encourage its members to engage in any strike.



## **ARTICLE XV: PART-TIME FACULTY**

- 15.1 **ADJUNCT FACULTY CONSIDERATION FOR FULL-TIME POSITIONS:** An adjunct instructor shall be interviewed for an advertised full-time Academic position if he/she meets the following requirements:
- 15.1.1 Meets the advertised minimum qualifications for the position.
  - 15.1.2 Has completed all of the required application procedures.
  - 15.1.3 Has been rated satisfactory in all previous adjunct evaluations.
  - 15.1.4 Has rendered services to the District in the area of the vacancy for three (3) or more semesters.
- 15.2 **PART-TIME SERVICE:** The hiring of part-time faculty to staff classes shall serve the best interests of the students at Southwestern College (SWC). Vesting is rehire rights based on the following:
- 15.2.1 **Definitions:** For the purposes of this Article, there are two categories of part-time faculty under this contract: vested part-time faculty with rehire rights and non-vested part-time faculty.
  - 15.2.2 **Eligibility:** To be eligible for rehire rights, the part-time faculty member must have taught a minimum of 2.4 Lecture Hour Equivalent (LHE) each semester (excluding summer and intersession) for six (6) sequential semesters in one discipline. At the end of the sixth consecutive semester of satisfactory performance, a part-time faculty member will be granted rehire rights. Continuation of rehire rights is contingent upon satisfactory evaluations, the timing of which will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual.
    - 15.2.2.1 A Unit member may be vested in more than one discipline.
    - 15.2.2.2 If a part-time faculty member is assigned a dual-designated course, such as History 141/Mexican American Studies 141, the course will count toward vesting in both disciplines as long as the part-time faculty member meets the minimum qualifications or its equivalency for both disciplines.
  - 15.2.3 **Priority Assignment:** Vested status occurs immediately upon the beginning of the sixth semester of service and shall be awarded at the end of the sixth semester so long as evaluations continue to be satisfactory, in accordance with the EERC decision titled *Letter of Agreed Interpretation: Time of Vesting, Spring 2011*.
  - 15.2.4 **Break/Reduction in Service:** Vested status does not extend to part-time faculty members who have a break in their service to the discipline (i.e. zero LHE) unless reviewed by the cognizant Dean and approved by the Vice President for Human Resources prior to the break in service, based on verified justification submitted by part-time faculty member. Such approval shall not be unreasonably withheld. Justification for a break/reduction-in-service letter is:
    - (1) a circumstance beyond the adjunct faculty member's control, such as a serious illness or injury to the unit member or his/her immediate family as defined in Article 5.4.2., a National Guard or military reserve obligation, jury duty of an extended length, civil unrest, or a natural disaster directly affecting said faculty member;

- (2) a class cancellation due to low enrollment;
- (3) an approved staff development project or similar assignment in lieu of any LHE or work hours;
- (4) a class or work assignment made by the part-time faculty member's cognizant Dean that is outside of their discipline in lieu of any LHE or work in their discipline;
- (5) full time work assignment at another educational institution but not to exceed one year; or
- (6) upon the recommendation of the cognizant Dean, subject to the approval of the Vice President for Human Resources. An approved break-in-service may apply to a part-time faculty member progressing through the six sequential semesters needed to earn vesting, or to a part-time faculty member who has already earned vested status.
- (7) a reduction in service below the vested Unit Member's established average load pursuant to Article 15.2.5.1.1.

15.2.5 **Right of Assignment:** In determining class assignments among part-time faculty, the Dean in consultation with the Department Chair, shall make a good faith effort, consistent with the needs of the department, to ensure that part-time faculty members are offered a teaching assignment in the following order:

15.2.5.1 **Vested Part-time Faculty** will have a reasonable expectation of an assignment consistent with the average of their LHE/hours over the prior six consecutive semesters, assigned in preference over non-vested part-time faculty. A Unit Member who receives an approved break in-service shall not have that semester of absence counted in the calculation of their vested average. Vested part-time faculty members may also request and may be assigned additional assignments up to the maximum load if consistent with the needs of the department.

15.2.5.1.1 In the event that there are not enough LHE/hours to offer all vested part-time Unit Members their average load per Article 15.2.5.1, vested part-time Unit Members shall initially be offered their average load in the order of Date of Hire within their discipline.

The scheduling Dean shall maintain an official Date of Hire List for part-time Unit Members within the discipline. If multiple vested part-time unit members are hired on the same date, the Dean will hold a lottery to determine the final order of the Date of Hire List within 30 calendar days of ratification of this section. The impacted unit members will be invited to witness the lottery, and a SCEA designee will be present to observe.

In the event this clause is triggered, any vested part-time unit member who is not initially offered their average load will be granted an automatic

break/reduction in service letter to maintain their average load for up to two consecutive years.

15.2.5.2 **Non-vested Part-time Faculty** will be assigned, as needed, to serve the best interests of the District and in accordance with their classroom and summary evaluations.

15.2.6 **Evaluations** will be conducted in accordance with the Tenure Review and Faculty Evaluation Manual. Each non-vested part-time faculty member will be evaluated three times over the course of six semesters. Vested part-time faculty members will be evaluated by the Dean, or designee, at least once every six semesters. At the discretion of, and upon mutual agreement between, the cognizant Dean and the cognizant Department Chair, an out-of-sequence full-performance evaluation of a part-time faculty member may be conducted per the Tenure Review and Faculty Evaluation Manual.

15.2.6.1 Each Part-Time Unit Member shall acknowledge on their Faculty Self Evaluation Statement form that they have participated in the assessment of student learning outcomes (SLOs) and used the information to improve teaching methodologies and learning. In the event that the ACCJC (Accrediting Commission for Community and Junior Colleges) is no longer the accrediting agency for Southwestern College, then the SCEA and the District will automatically reopen Article 15.2.6.1 for collective bargaining in order to reassess its inclusion in the SCEA Contract.

15.2.6.2 The evaluation of a Part-Time Unit Member who is vested in multiple disciplines shall satisfy all disciplines in which the Part-Time Unit Member is vested if those disciplines are related and supervised by the same Dean.

15.2.6.3 If an "Improvement Needed" is indicated on the Part-Time Performance Summary Evaluation, the specific nature of the improvement needed shall be stated in the "Comments" section at the bottom of the form or in an attached document. In future evaluations, issues that needed improvement from past evaluation cycles but were not specified on the form in the "Comments" section shall not be included as ongoing issues of concerns.

15.2.6.4 If a part-time Unit Member is vested in one discipline, and is seeking vested status in other discipline(s) that is (are) related and supervised by the same Dean, then the part-time Unit member will be evaluated one time over the course of six semesters in the non-vested discipline(s) rather than three times as stated in Article 15.2.6. An evaluation in the non-vested discipline will satisfy all disciplines in which the part-time Unit member is vested if those disciplines are related and supervised by the same Dean. The Cognizant Dean, with input from discipline faculty, will be responsible for determining if the disciplines are related.

15.2.7 **Bumping Rights for Contract Load:** Full-time faculty members have priority for assignment over all part-time faculty members prior to the publication of the printed or on-line class schedule, whichever occurs first. If a full-time faculty member's contract assignment is cancelled at any point after the publication of the class schedule, the full-time faculty member must accept an alternate assignment as assigned by the Dean, in consultation with the Department Chair

and the faculty member, in order to fulfill his/her contract load as consistent with the current S.C.E.A. contract. Such alternate assignments shall be determined in the following order to the extent possible:

1. If a contract load course cancels, the full-time faculty member shall accept an alternate class assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept a class staffed by a non-vested part-time faculty member in that discipline.
3. If none of the above options are feasible, the full-time faculty member will be assigned a class that fulfills his/her contractual obligation, as determined by the Dean.

15.2.8 **Bumping Rights for Overload Classes:** If a full-time faculty member's overload assignment is cancelled and that faculty member requests an alternate overload assignment, or if the faculty member's decision to request an overload assignment occurs after the publication of the class schedule, and if the Dean, in consultation with the Department Chair and the faculty member, concurs with the request, the assignment of such requests will be determined as follows:

1. The full-time faculty member shall accept an alternate overload assignment from among any remaining unstaffed classes.
2. If no unstaffed classes are available, the full-time faculty member shall accept an overload class staffed by a non-vested part-time faculty member in that discipline.
3. The full-time faculty member may not bump a vested part time faculty member in order to acquire an overload assignment.
4. In any specific case where extenuating circumstances exist, the Dean may modify the priorities in items (1), (2), and (3) above.

15.3 **Service Credit:** Part-time faculty members earn service credit towards retirement. The following minimum standards are adopted as the number of hours of creditable service that equals "full time" pursuant to Education Code Section 22138.5(c):

15.3.1 525 hours per year for all instructors employed on a part-time basis (Ed. Code 22138.5 (c)(5)), except instructors employed in adult education programs, who shall have an 875 hours per year equivalent (Ed. Code 22138.5 (c)(6)).

15.3.2 If an instructor is required to provide office hours and is compensated for those required office hours pursuant to Article 10 (commencing with Section 87880) of Chapter 3 of Part 51 of Division 7 of the Title 3, the minimum standard shall be increased appropriately by the number of office hours required annually for the class of employees.

15.3.3 One hundred seventy-five days per year or 1,050 hours per year for all counselors and librarians.

15.4 **Professional Development for Adjunct Faculty.**

15.4.1 All part-time Unit Members shall attend four (4) hours of Opening Day session(s) in each of the Fall and Spring Semesters that the Unit Member has an assignment. The part-time Unit Member will be compensated at the Unit

Member's current hourly lab rate as published on the Part-Time Equity Salary Schedule. Payment for the four (4) hours of staff development will be included in the Unit Members first payroll payment of the semester of the Opening Day session.

- 15.4.2 If a part-time Unit Member is unable to attend the Opening Day session(s) for either work-related obligations at another institution or for circumstances as delineated in Article 5.2, the cognizant Dean must be notified and alternative arrangements for completing the four (4) hour session(s) must be made with the Staff Development Office. Notification to the Dean and the alternative arrangements to the Staff Development office must be made within four (4) weeks of the Opening Day session. If the alternative arrangements are not completed by the last day of the semester in which they are required, the District shall dock the Unit Member's final semester paycheck by the amount paid for the four (4) hours.

The District and SCEA agree to enter into a pilot program for two academic years, beginning Fall 2022 through the end of Spring 2024. Unless otherwise negotiated prior to Spring 2024, the program will continue. The pilot program is described in the language below. (Articles 15.4.3 and 15.4.4).

- 15.4.3 Part-time unit members shall be compensated at their academic year hourly lab rate for attending School-wide, discipline, or general faculty meetings during each academic year.

- 15.4.4 Part-time unit members shall be compensated at their academic year hourly lab rate for participating in shared governance activities including but not limited to departmental, School, and/or campus-wide committees.

- 15.5 **Part-time Unit Member Paid Office Hours Program.** Beginning with Fall semester 2015, part-time Unit Members (except those on partial, post-retirement contracts) with teaching assignments shall be paid for office hours during the semester of the part-time Unit Member's assignment.

- 15.5.1 The part-time Unit Member who will hold office hours must submit the form in Appendix H by the Friday of the second week of the semester to the cognizant Dean. Unit Members who receive an assignment after the start of the semester must submit the Adjunct Office Hours Form in Appendix H within two weeks of receiving their assignment. Payment is based on LHE per 15.5.4.

- 15.5.2 Office hours under this program will be provided at the College's Academic Success Center or any other District tutoring site, classroom (if available), or designated adjunct office space (if available), or another similar location if approved by the cognizant Dean, and/or may be held virtually if approved by the cognizant Dean. If denied, the Unit Member will be notified in writing of the reason for the denial.

- 15.5.2.1 Part-time faculty members who teach solely online and who opt for office hours must hold those office hours virtually. The Part-time faculty member may conduct virtual office hours while being physically on campus.

- 15.5.3 During the office hours provided under this program, a part-time Unit Member will equitably receive students from the part-time Unit Member's assigned teaching

load for reasonable periods of time. The office hours are to be scheduled to ensure maximum availability for consultation with students.

- 15.5.4 Effective Fall 2022, Part-time office hours will be paid at the members' part-time/Equity lab rate. The number of office hours per semester paid to the part-time Unit Member with a teaching assignment will be based upon the number of LHE of the teaching assignment according to the table below:

Number of LHE	Number of Hours Paid Per Semester
Less than or equal to 3 LHE	6 hours
More than 3 LHE but less than or equal to 6 LHE	12 hours
More than 6 LHE	18 hours

- 15.5.5 **Facilities for Part-Time Faculty.** The District will make every reasonable effort to provide adequate dedicated part-time faculty offices available for student consultation and individual preparation at the Chula Vista campus and at the Centers. Said offices will have appropriate support facilities, including computers, printers, Internet access, and phones.

## **ARTICLE XVI: DISTANCE INSTRUCTION**

On-line instruction is the use of technological devices to bring the teaching and learning process to students who are at different location(s) and/or are at a different time(s) from the instructor. All courses that are taught in an on-line instruction modality are subject to all provisions as defined in the S.C.E.A. Contract. Distance instruction courses mentioned in this article also include hybrid courses.

- 16.1 All distance instruction assignments will be voluntary and Deans will retain the right of assignment for those volunteer assignments.
  - 16.1.1 Retaining the right of assignment, the Dean or Dean's designee is under no obligation to assign a Unit Member a distance education schedule. Nothing in this section shall preclude the authority of the Dean under section 4.4, Teaching Load, of this Agreement.
- 16.2 Through Spring 2021, on-line instruction courses are not to exceed sixty percent (60%) of a professor's load. They will be given the same units and maximum LHE credit as in the face-to-face courses.
  - 16.2.1 Through spring 2021, exceptions to this sixty percent (60%) limit shall be granted with the written approval of the cognizant Dean and the cognizant Vice President. The S.C.E.A. President shall be notified of these exceptions in writing within one week of their approval.
  - 16.2.2 Overload: No exceptions to an increase in overload per section 4.3.11 of this agreement shall be granted.
- 16.3 Beginning in the Fall 2021 academic semester a Unit Member may be assigned up to a 100% distance instruction load. Overload may be assigned in alignment with 4.3.1.1.

During the 2024/2025 academic year, the District and SCEA will meet to discuss any ramifications of Article 16.3 as it relates to a Unit Member's fulfillment of duties as delineated in Article 6.1.1, and any other consequences. At this meeting, the resumption of Article 16.2 and the sunset of Article 16.3 may be considered and referred back to bargaining.
- 16.4 Regardless of teaching modality, full-time Unit Members are responsible for duties outlined in Article 6.1.
- 16.5 Initial on-line instruction course assignments for first-time on-line instructors will be limited to one section. A second section may be taught upon mutual agreement among the faculty member, the cognizant Dean and the Department Chair.
- 16.6 The developer of an on-line course will have the first right of refusal in teaching that course for the first two semesters it is offered unless it conflicts with Vesting rights.
- 16.7 With the agreement of the cognizant Dean, the faculty member may hold office hours from a remote location, in proportion to the professor's on-line load, for an on-line course via electronic communication.
- 16.8 Whenever an on-line course is offered, if possible, the traditional classroom course shall also be offered by demand and need.
- 16.9 All Unit Members are entitled to academic freedom in full accordance with the Academic

Freedom policy of the District. An Academic Freedom policy is also mandated in the California Code of Regulations title 5, 51023(a).

- 16.10 Unit Members teaching online or hybrid classes shall successfully complete a District-approved training course/program prior to providing instruction. In addition to District-approved training, Unit Members shall be able to request administrative review of work experience through submission of one course module to the Vice President for Academic Affairs, or designee. The District shall maintain a public list of no fewer than four (4) District-approved training courses and/or programs including the District's DE Faculty Training Certification Program, an @one course, or comparable training at an accredited college or university. All online/hybrid assignments are subject to Vice President for Academic Affairs approval based on completion of District-approved training or contractually approved performance evaluations.
- 16.11 Any Unit Member may complete the DE Faculty Training Certification Program. Remuneration for these Unit Members shall be one of the following four options, chosen at the discretion of the Unit Member:
1. 20 hours of Flex credit
  2. 60 hours of Hurdle credit
  3. 20 hours of Flex credit, plus 40 hours of Hurdle credit.
  4. A stipend of \$500 for all Unit Members who complete DEFT training after May 31, 2018, and who accept a DE class. Stipends may only be paid once per Unit Member.



## **ARTICLE XVII: INTELLECTUAL PROPERTY**

- 17.1 A Unit Member who is the creator of an academic work owns the copyright for that work, including work created within the Unit Member's scope of employment. An exception is work that is separately contracted and compensated by a written agreement between the Unit Member and the District. This provision will apply without regard to the medium in which the academic work is created or presented.

## **ARTICLE XVIII: CONTRACT CLAUSES**

- 18.1 **SAVINGS PROVISION:** If any provision of this Agreement or any application of this Agreement to any Unit Member or group of Unit Members is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

The parties shall meet no later than ten (10) days after notification of such written decision by a court or tribunal to negotiate on the provisions affected.

### **18.2 EFFECT OF AGREEMENT**

18.2.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over state laws to the extent permitted by state law.

18.2.2 It is understood and agreed by both the District and the Association that throughout the process of negotiating this Agreement, each party has made and withdrawn proposals that relate to existing practices outside of the provisions of the present contract. Each party agrees that the making and withdrawing of these proposals does not constitute a modification of their existing rights and benefits.

### **18.3 RE-OPENERS**

18.3.1 Upon written notice and completion of the Public Notice requirements set forth in Government Code Section 3547, the Association and District may re-open negotiations on compensation, health and welfare benefits (including such benefits for retirees), and two additional non-economic Articles selected by each party in each fiscal year of the Agreement.

18.3.2 The parties acknowledge that state finance information is not finalized until late summer of each fiscal year, and that the District reports unaudited actuals on the Annual CCFS 311 on October 10 of each fiscal year. The parties agree to keep these facts in mind while acknowledging the requirements of Government Code Section 3543.7.

- 18.4 **COMPLETION OF MEET AND NEGOTIATION:** This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel the previous agreement. This Agreement may be altered, changed, added to, deleted from, or modified only by the voluntary consent of the parties in a written and signed amendment to this Agreement.

- 18.5 **RATIFICATION:** Both the District and the Association shall exercise due diligence in ratifying this Agreement within a reasonable time frame and shall not unreasonably delay in approving, signing and returning the Agreement.

## **ARTICLE XIX: STUDENT LEARNING OUTCOMES (SLOs)**

19.1

### **Student Learning Outcomes (SLOs):**

As used in this contract, the term “SLO” is inclusive of instructional courses (CSLOs) and programs (PSLOs) as well as non-instructional services (SSLOs).

19.1.1 During a discipline’s required Opening Day meeting or other meeting(s) where all discipline Unit Members are invited to attend, discipline Unit Members shall work collaboratively to establish (or in some cases review/adjust) a 3-year SLO assessment timeline and processes for assessing all SLOs in courses, programs, and/or services in said discipline/unit. At the discipline meeting, Unit Members shall also review, write, and/or revise outcomes as needed, analyze outcomes, and develop and evaluate plan(s) for course/program/services improvement. The timeline shall ensure that all SLOs in all sections for each course are to be assessed at least once during the 3-year cycle, with a maximum number of course SLOs per section collected by a Unit Member at any one time being three (3). If accreditation or articulation requirements for a particular discipline necessitate the collection of more than three (3) course SLOs per section at a time, a waiver to the three (3) SLO rule will be granted for the discipline upon the agreement of the SCEA President, the Academic Senate President, and the Cognizant Dean. The 3-year SLO assessment timeframe should run parallel to the program review cycle of that discipline/unit. A Unit Member will consider and use the results of SLO assessments when developing and implementing plans to improve the delivery of instructional/non-instructional services as needed.

19.1.2 Unit Members shall submit disaggregated course SLO data directly to whichever data system is adopted by Southwestern College. Data shall be submitted within 20 calendar days of the end date of the semester, unless technical difficulties of the data delivery system prevent such a deadline from successfully being implemented. The following is an example of hypothetical, disaggregated SLO data:

<b>Course Title:</b> Intro to Southwestern College		<b>Course:</b> Fall 2016: SWC 100 02
<b>Student ID</b>	<b>Assessment for SLO:</b> The student will compare and contrast “Community College” with “University”.	<b>Assessment for SLO:</b> The student will list 5 Associate Degrees offered at Southwestern College.
xy0123456	<u>1</u>	<u>5</u>
ab6543210	<u>2</u>	<u>3</u>
...	...	...

19.1.3 Acknowledgement of Unit Member participation in the SLO assessment cycle is part of the Unit Members’ Self Evaluation Statement as noted in Articles 6.2 and 15.2.6.1, respectively. The student achievement data from SLO measurements will not be used in the evaluation of any individual Unit Member.

**ARTICLE XX: TERM**

20.1 This Agreement shall remain in full force and effect from July 1, 2021 through June 30, 2024, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no later than one hundred twenty (120) days prior to the termination of this contract of its request to modify, amend, or terminate the Agreement.

Ratified by the Governing Board on April 13, 2021. Ratified by SCEA on March 29, 2021.

**District Negotiating Team:**

Rose DelGaudio  
Minou Spradley, Ph.D.  
Angela Riggs

**SCEA Negotiating Team:**

Laura Brooks  
Eric Maag  
Annette Rempt  
Marianne Reynolds  
Candice Taffolla-Schreiber  
Robert Unger  
Kenneth Yanow

SCEA President: S. Rob Shaffer

Signatures

**For the District:**



Rose DelGaudio  
Lead Negotiator

**For SCEA:**

*Candice Taffolla-Schreiber*

Candice Taffolla-Schreiber  
Faculty Bargaining Lead

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
10-MONTH ACADEMIC CONTRACT SALARY SCHEDULE  
6.07% Increase  
Effective July 1, 2021**

Range	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$58,413	\$63,776	\$66,453	\$69,131	\$71,814	\$74,494
2	\$61,095	\$66,453	\$69,131	\$71,814	\$74,494	\$77,174
3	\$63,776	\$69,131	\$71,814	\$74,494	\$77,174	\$79,854
4	\$66,453	\$71,814	\$74,494	\$77,174	\$79,854	\$82,533
5	\$69,131	\$74,494	\$77,174	\$79,854	\$82,533	\$85,212
6	\$71,814	\$77,174	\$79,854	\$82,533	\$85,212	\$87,892
7	\$74,494	\$79,854	\$82,533	\$85,212	\$87,892	\$90,572
8	\$77,174	\$82,533	\$85,212	\$87,892	\$90,572	\$93,254
9	\$79,854	\$85,212	\$87,892	\$90,572	\$93,254	\$95,932
10	\$82,533	\$87,892	\$90,572	\$93,254	\$95,932	\$98,612
11	\$85,212	\$90,572	\$93,254	\$95,932	\$98,612	\$101,293
12	\$87,892	\$93,254	\$95,932	\$98,612	\$101,293	\$103,973
13	\$90,572	\$95,932	\$98,612	\$101,293	\$103,973	\$106,655
14	\$93,254	\$98,612	\$101,293	\$103,973	\$106,655	\$109,331
15	\$95,932	\$101,293	\$103,973	\$106,655	\$109,331	\$112,013
16	\$98,612	\$103,973	\$106,655	\$109,331	\$112,013	\$114,693

**ANNIVERSARY MERIT INCREMENT**

A	\$104,959	\$107,694	\$110,397	\$113,107	\$115,812	\$118,518
B	\$108,715	\$111,474	\$114,209	\$116,941	\$119,676	\$122,411
C	\$112,531	\$115,322	\$118,081	\$120,843	\$123,607	\$126,364
D	\$115,906	\$118,781	\$121,623	\$124,469	\$127,315	\$130,155

**Unit Members possessing a doctorate degree shall receive a stipend of \$2,090 annually.**

**EXPLANATION OF CLASSES**

CLASS I	Credential
CLASS II	Master's Degree or Bachelor's Degree, Plus 30 Semester Units subsequent to Bachelor's Degree
CLASS III	Master's Degree with 45 Semester Units subsequent to Bachelor's Degree
CLASS IV	Master's Degree with 60 Semester Units subsequent to Bachelor's Degree
CLASS V	Master's Degree with 75 Semester Units subsequent to Bachelor's Degree
CLASS VI	Master's Degree with 90 Semester Units subsequent to Bachelor's Degree

**Approved by the Governing Board: April 11, 2022**

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
11-MONTH ACADEMIC CONTRACT SALARY SCHEDULE  
6.07% Increase  
Effective July 1, 2021**

Range	Class I	Class II	Class III	Class IV	Class V	Class VI
1	\$64,253	\$70,151	\$73,099	\$76,044	\$78,992	\$81,941
2	\$67,201	\$73,099	\$76,044	\$78,992	\$81,941	\$84,890
3	\$70,151	\$76,044	\$78,992	\$81,941	\$84,890	\$87,839
4	\$73,099	\$78,992	\$81,941	\$84,890	\$87,839	\$90,789
5	\$76,044	\$81,941	\$84,890	\$87,839	\$90,789	\$93,734
6	\$78,992	\$84,890	\$87,839	\$90,789	\$93,734	\$96,680
7	\$81,941	\$87,839	\$90,789	\$93,734	\$96,680	\$99,628
8	\$84,890	\$90,789	\$93,734	\$96,680	\$99,628	\$102,576
9	\$87,839	\$93,734	\$96,680	\$99,628	\$102,576	\$105,526
10	\$90,789	\$96,680	\$99,628	\$102,576	\$105,526	\$108,474
11	\$93,734	\$99,628	\$102,576	\$105,526	\$108,474	\$111,421
12	\$96,680	\$102,576	\$105,526	\$108,474	\$111,421	\$114,366
13	\$99,628	\$105,526	\$108,474	\$111,421	\$114,366	\$117,318
14	\$102,576	\$108,474	\$111,421	\$114,366	\$117,318	\$120,263
15	\$105,526	\$111,421	\$114,366	\$117,318	\$120,263	\$123,211
16	\$108,474	\$114,366	\$117,318	\$120,263	\$123,211	\$126,161

**ANNIVERSARY MERIT INCREMENT**

A	\$115,451	\$118,462	\$121,436	\$124,414	\$127,393	\$130,370
B	\$119,585	\$122,620	\$125,630	\$128,636	\$131,644	\$134,650
C	\$123,783	\$126,854	\$129,890	\$132,929	\$135,965	\$139,000
D	\$127,496	\$130,660	\$133,786	\$136,916	\$140,044	\$143,170
<b>Unit Members possessing a doctorate degree shall receive a stipend of \$2,090 annually.</b>						

**EXPLANATION OF CLASSES**

CLASS I	Credential
CLASS II	Master's Degree or Bachelor's Degree, Plus 30 Semester Units subsequent to Bachelor's Degree
CLASS III	Master's Degree with 45 Semester Units subsequent to Bachelor's Degree
CLASS IV	Master's Degree with 60 Semester Units subsequent to Bachelor's Degree
CLASS V	Master's Degree with 75 Semester Units subsequent to Bachelor's Degree
CLASS VI	Master's Degree with 90 Semester Units subsequent to Bachelor's Degree

**Approved by the Governing Board: April 11, 2022**

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
SALARY SCHEDULE FOR ACADEMIC  
PART-TIME/OVERLOAD SERVICE  
6.07% Increase  
Effective July 1, 2021**

		1 Classification 1 & II** (30 Units Beyond Bachelor's)	2 Classification III & IV** (Master Degree w/45 Units Beyond Bachelor's)	3 Classification V & VI** (Master Degree w/75+ Units Beyond Bachelor's)
*CLASS A	LECTURE	\$72.93	\$76.18	\$80.00
	LABORATORY	\$60.55	\$63.22	\$66.40
*CLASS B	LECTURE	\$76.18	\$80.00	\$82.72
	LABORATORY	\$63.22	\$66.40	\$68.65
*CLASS C	LECTURE	\$80.00	\$82.72	\$86.04
	LABORATORY	\$66.40	\$68.65	\$71.42

*Lab rate is 83% of the lecture rate as of July 1, 2017.*

*Part-time Unit Members who possess a doctorate degree from an accredited institution and who have submitted an application, in accordance with 7.2.4.2 requesting the stipend, shall be paid an additional \$523 stipend at the end of each semester (Fall/Spring) of satisfactory service.*

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**\*Vertical Experience Placement**

CLASS A	Academic Staff in their first six (6) semesters of employment.
CLASS B	Academic Staff in their seventh (7) through twelfth (12) semesters.
CLASS C	Academic Staff with thirteen (13) or more semesters of service.

**\*\*Horizontal Placement Criteria**

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Horizontal placement criteria (Columns 1 through 3) are the same as that used to place contract staff on the Academic Contract Staff Schedule. Placement will be A-1 until transcripts are on file substantiating higher placement.

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**Non-teaching Assignments** - All academic hourly staff employment for non-teaching duties such as Library, Counseling, reassigned time, union service, and curriculum development will be considered ancillary duties and shall be compensated at the appropriate LABORATORY RATE.

**Teaching Assignments – Day, Evening, Extension, Saturday, Summer Session, Short Courses, Substitutes** - All hourly teaching employment for day assignments, summer session, short courses, and substitution will be compensated at the appropriate LECTURE/LABORATORY RATE. During Final Examination week, three lecture hours will be recorded for lecture or lecture/laboratory classes and three laboratory hours for pure laboratory classes. Exception: Cooperative Work Experience classes are paid for one lecture hour for Final Examination Week.

**Equal Payment Plan – Fall and Spring Semesters** - Salary payment for full semester hourly instruction will be made in five equal monthly payments. Instructors who terminate prior to the end of the semester may have been overpaid prior to the time of termination and a salary adjustment may be necessary. The County normally releases warrants to the College on the fifth (5) of the month. When the fifth (5) falls on a weekend or a holiday, the warrants are released on the prior working day.

**Approved by the Governing Board: April 11, 2022**

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
SALARY SCHEDULE FOR ACADEMIC PART TIME EQUITY  
TEACHING ASSIGNMENTS FALL/SPRING SEMESTERS ONLY  
6.07% Increase  
Effective July 1, 2021**

		1 Classification 1 & II** (30 Units Beyond <u>Bachelor's</u> )	2 Classification III & IV** (Master Degree w/45 Units Beyond <u>Bachelor's</u> )	3 Classification V & VI** (Master Degree w/75+ Units Beyond <u>Bachelor's</u> )
*CLASS A	LECTURE	\$79.90	\$83.47	\$87.63
	LABORATORY	\$66.32	\$69.28	\$72.73
*CLASS B	LECTURE	\$83.47	\$87.63	\$90.58
	LABORATORY	\$69.28	\$72.73	\$75.19
*CLASS C	LECTURE	\$87.63	\$90.58	\$94.25
	LABORATORY	\$72.73	\$75.19	\$78.23
*CLASS D	LECTURE	\$90.58	\$94.25	\$98.26
	LABORATORY	\$75.19	\$78.23	\$81.56
*CLASS E	LECTURE	\$94.25	\$98.26	\$102.19
	LABORATORY	\$78.23	\$81.56	\$84.82

*Lab rate is 83% of the lecture rate as of July 1, 2017.*

*Part-time Unit Members who possess a doctorate degree from an accredited institution and who have submitted an application, in accordance with 7.2.4.2 requesting the stipend, shall be paid an additional \$523 stipend at the end of each semester (Fall/Spring) of satisfactory service.*

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**\*Vertical Experience Placement**

CLASS A	Academic Staff in their first four (4) semesters of employment.
CLASS B	Academic Staff in their fifth (5) through eighth (8) semesters.
CLASS C	Academic Staff in their ninth (9) through twelfth (12) semesters.
CLASS D	Academic Staff with thirteen (13) through sixteen (16) semesters.
CLASS E	Academic Staff with seventeen (17) or more semesters of service.

**\*\*Horizontal Placement Criteria**

Horizontal placement criteria (Columns 1 through 3) are the same as that used to place contract staff on the Academic Contract Staff Schedule. Placement will be A-1 until transcripts are on file substantiating higher placement.

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**Teaching Assignments – Day, Evening, Extension, Saturday, Summer Session, Short Courses, Substitutes**

All hourly teaching employment for day assignments, summer session, short courses, and substitution will be compensated at the appropriate LECTURE/LABORATORY RATE. During Final Examination week, three lecture hours will be recorded for lecture or lecture/laboratory classes and three laboratory hours for pure laboratory classes. Exception: Cooperative Work Experience classes are paid for one lecture hour for Final Examination Week.

**Approved by the Governing Board: April 11, 2022**



**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
EXTRA PAY ASSIGNMENTS**

**2.91% INCREASE EFFECTIVE JULY 1, 2018**

<b><u>ASSIGNMENTS</u></b>	<b><u>AMOUNT</u></b>
ANNUAL DRAMA/MUSICAL/DANCE PRODUCTION	\$5,226
ART GALLERY EXHIBITS	\$4,181
CHEERLEADING ADVISOR	\$836
DANCE PROGRAMS - PUBLIC PERFORMANCE	\$3,658
DRAMA PERFORMANCES	\$5,226
INSTRUMENTAL MUSIC - PUBLIC PERFORMANCE	\$3,658
VOCAL MUSIC - PUBLIC PERFORMANCE	\$3,658
CLUB ADVISOR	\$2,613

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
SCEA EMPLOYEE GRIEVANCE FORM

Employee Name \_\_\_\_\_ Department \_\_\_\_\_

Immediate Supervisor/Designee \_\_\_\_\_ Date of Incident \_\_\_\_\_

Date of Informal Discussion \_\_\_\_\_ Date of Oral Response \_\_\_\_\_

State the Contract Articles and Sections alleged to have been violated \_\_\_\_\_

Employee's factual statement of incident, alleged violation and grievance. Provide all facts necessary to support your position.  
(Attach second sheet if necessary).

State full relief/remedy/action you believe is required to resolve your grievance.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

<p>I. Response of Next Higher Administrator/Designee: (due within 7 days after receipt)</p>	<p>Date of Receipt:  Date of Response:  Grievance Resolved:  Grievance Denied:</p>
<p>II. Response of Superintendent/President/Designee: (due within 10 days after receipt)</p>	<p>Date of Receipt:  Date of Response:  Grievance Resolved:  Grievance Denied:</p>
<p>III. Finding of Arbitrator:</p>	<p>Date of Arbitration Hearing:  Date of Response:</p>

Employee: Retain pink copy of this form. Give all others to immediate supervisor.

- NOTES: 1. Attach all responses to this form.  
2. Make two copies of all responses: One for employee and one for the District.  
3. Time is of the essence at every step.

APPENDIX C – TABLE 1, Effective July 1, 2020  
REASSIGNED TIME DEPARTMENT CHAIRS

Instructional Department	Reassign LHE per academic year	Total # of faculty-FA19 For Informational purposes only
Accounting & Business Administration	18 (60%)	60
Administration of Justice, EMT & Fire Science	12 (40%)	42
Applied Technologies	12 (40%)	31
Behavioral Sciences	18 (60%)	48
Child Development	12 (40%)	20
Communication	12 (40%)	40
CIS & Electronics	12 (40%)	24
English	27 (90%)	94
ESL	12 (40%)	21
Foreign Language	12 (40%)	41
Health	12 (40%)	11
Humanities	12 (40%)	15
Life Science	15 (50%)	56
Mathematics	27 (90%)	90
Nursing	12 (40%)	45
Office Information Systems	12 (40%)	13
Performing Arts	12 (40%)	32
Exercise Science/Athletics	12 (40%)	47
Physical Sciences	15 (50%)	57
Reading	12 (40%)	11
Social Sciences & Cultural Studies	12 (40%)	26
Visual Arts	18 (60%)	47
<b>Non-Instructional Department</b>		
Counseling & Personal Development	15 (50%)	56
Academic Information Services (Library)	12 (40%)	23
Disability Support Services	12 (40%)	20

**Formula for Determining Compensation – Academic Year Reassigned Time.** The Department Chair shall be compensated through reassigned time in increments of ten percent (10%) to be no less than forty percent (40%). For those departments with fifty (50) or more faculty, the Chair shall receive fifty percent (50%) reassigned time. For those departments with sixty (60) or more faculty, the Chairs shall receive sixty percent (60%) reassigned time. For those departments with seventy (70) or more faculty, the Chair shall receive seventy percent (70%) reassigned time. For those departments with eighty (80) or more faculty, the Chair shall receive eighty percent (80%) reassigned time. For those department with ninety (90) or more faculty, the Chair shall receive ninety percent (90%) reassigned time. For those departments with one hundred (100) or more faculty, the Chair shall receive one hundred percent (100%) reassigned time.

A department can decide to split Department Chair duties between two or more individuals, however only one individual with a minimum of forty percent (40%) reassigned time shall be eligible for an eleventh (11<sup>th</sup>) month stipend.

The number of faculty in a department shall be established through an annual evaluation completed in June of the two most recent semesters, within which the average number rounded to the nearest whole number shall be adopted.

**Overload Stipend.** Compensation for extra duties performed by the Department Chair (or - designee) shall be in the form of an overload stipend calculated as one half ( $\frac{1}{2}$ ) of the annual amount of the reassigned time for that Department, multiplied by the individual's hourly lab rate. That is, a Chair with forty percent (40%) (or twelve (12) LHE) reassigned time during the regular year would be paid the equivalent of 6 LHE or two laboratory classes. Three (3) LHE will be paid on the first paycheck in the fall and three (3) LHE will be paid on the first paycheck in the spring.

**Twenty-One Additional Duty Days Stipend**

Chairs will be available no less than twenty-one (21) additional working days beyond their 10-month contract for which they will receive a stipend equivalent to one (1) month of their current monthly contract salary. Half of this month of pay will be paid on the first paycheck in the fall and the other half will be paid on the first paycheck in the spring.

The additional working days require Department Chairs to be available before the start of the semester and after the end of the semester in order to serve students. These working days shall be arranged by mutual agreement with the Dean for each semester of reassigned time no later than the second week of the semester. The work performed by the Chairs during these 20 days will be the work customarily performed by a department chair as outlined in the Department Chair Handbook.

The names of those individuals with contractual reassigned time and release time shall be provided to the District no later than the last working day of the spring semester prior to the fall semester in which the individual shall receive reassigned time and release time whenever possible.

Sabbatical Leave Step 8 Hold: Unit members serving as Department Chair will maintain their highest stipend rank during their respective term as Department Chair. For example, if a Department Chair begins a 2-year term at Step 7 (seven), the Unit member will end the term at Step 8 (eight). If the Unit member begins a 2-year term at Step 8 (eight), the Unit member will end the term at Step 8 (eight).

**Table 2: OTHER CONTRACTUAL REASSIGNED/RELEASE TIME FOR FULL-TIME FACULTY/  
ANCILLARY DUTY FOR PART-TIME FACULTY  
Appendix C- Annual Reassignment**

S.C.E.A.	
President	80%
Vice President	20%
Secretary	20%
Treasurer	20%
Part-Time Representative	20%
Grievance Chair	20%
Five (5) Members of Negotiations Team	20% each
Tenure Review Coordinator	100% in Fall, 40 % in Spring
Faculty Advisor to the Sun Student Newspaper	40%
Two (2) Faculty Advisors to Forensics Team	One (1) @ 40% One (1) @ 20%
Student Learning Outcomes (SLO) Coordinator	60%
Curriculum Committee Faculty Co-Chair	60% in Fall 40% in Spring
Academic Technology Chair	20%
Communications and Research Officer/State Delegate	20%
Academic Senate	
President	100%
Vice President (will also lead Academic Program Review)	60%
President-Elect (term of one or two years is at the discretion of the Academic Senate)	40% (for one year), or 20% (for two years)
Presiding Chair, Council of Chairs	20%

Part-time Unit Members do not receive reassigned time. The amounts represented herein are total hours over the course of one academic year. The hourly wage for these assignments shall be the appropriate laboratory rate paid off the "SALARY SCHEDULE FOR ACADEMIC PART-TIME/OVERLOAD SERVICE" contained in Appendix A. Should the union wish to compensate part-time Unit Members at a higher hourly rate, it may do so if reimbursement is made to the District for the difference between the rate specified therein and the higher rate.

Should a part-time Unit Member be elected or appointed to serve as an officer or in a position listed in Table 1 above (in Appendix C), the LHE for the stated position will be converted to its equivalent hours and paid by the District according to the formula:  $1\text{LHE}=2.33 \text{ hours} \times 18 \text{ weeks} \times 2 \text{ semesters} = \text{academic year hours}$  (see example calculations below).

Member of Negotiations Team	252 hours
Part-time Representative	252 hours

Should the union wish to create assignments in addition to those specified in Table 1 above (in Appendix C) it may do so if full reimbursement of cost is made to the District.

The assignments listed in Table 1 above (in Appendix C) and the assignments purchased by the SCEA qualify for the determination of eligibility and share of cost for health and welfare benefits.

**NON-CONTRACTUAL REASSIGN TIME/STIPEND REQUEST FORM**

Applicant Name: \_\_\_\_\_ Program or Discipline: \_\_\_\_\_

Project/Activity Description: \_\_\_\_\_

Budget Number: \_\_\_\_\_

Request: (Check all that apply)

- |  |   |
|--|---|
| <input type="checkbox"/> New request for reassigned time       | <input type="checkbox"/> Augmentation to existing reassigned time   |
| <input type="checkbox"/> Renewal of existing reassigned time   | <input type="checkbox"/> Revision to existing reassigned time scope |
| <input type="checkbox"/> Reduction to existing reassigned time | <input type="checkbox"/> Stipend                                    |

Please provide a brief (one page or less) description of activities and purpose for this project.

Amount (LHE) of requested Reassigned Time:

☐ \_\_\_\_\_ Fall LHE
 ☐ \_\_\_\_\_ Spring LHE

Duration of Reassigned Time:

Begin Semester/Year \_\_\_\_\_

End Semester/Year \_\_\_\_\_

**(Reassigned time is calculated as described in the attached document)**

Amount of Stipend Requested:

\_\_\_\_\_ Fall Stipend
 \_\_\_\_\_ Spring Stipend
 \_\_\_\_\_ Summer Stipend

Duration of Stipend request:

Begin Semester/Year \_\_\_\_\_

End Semester/Year \_\_\_\_\_

**(Reassigned time cannot be combined with a stipend during the academic year for the same activity/project)**

## NON-CONTRACTUAL REASSIGN TIME/STIPEND REQUEST FORM

Outcome Metrics: Please describe measurable outcome metric to be addressed by proposed activity for which reassigned time or a stipend is requested. List activities in order of priority.

<u>Outcome Metric(s)</u>	<u>Proposed Activity</u>	<u>Deliverable(s)</u>	<u>Reassigned Time/ Stipend Amount Requested</u>	<u>Completion Date</u>
------------------------------	--------------------------	-----------------------	--	----------------------------

**Assessment/Evaluation:** Please describe how you will assess the effectiveness of your activity/project (200 words or less).

**Signature/Approvals:**

\_\_\_\_\_  
Requestor Signature                      Date

\_\_\_\_\_  
Department Chair Signature      Date

\_\_\_\_\_  
Cognizant Dean                      Date

\_\_\_\_\_  
Cognizant Vice President      Date

\_\_\_\_\_  
SCEA President                      Date

\_\_\_\_\_  
Agreement Date

**CONTRACTUAL REASSIGNED/RELEASE TIME FORM**

The names of those individuals with contractual reassigned or release time will be provided to the Director of Human Resources no later than the last working day of the spring semester prior to the fall in which the individuals will receive their reassigned time when possible.

1. Annual Reassigned/Release Time for SCEA and Academic Senate:

<b>SCEA</b>		
<b><u>Assignment</u></b>	<b><u>Name</u></b>	<b><u>Reassigned Time</u></b>
President		80%
Vice President		20%
Secretary		20%
Treasurer		20%
Part-Time Representative		20%
Grievance Chair		20%
Negotiation Team Member 1		20%
Negotiation Team Member 2		20%
Negotiation Team Member 3		20%
Negotiation Team Member 4		20%
Negotiation Team Member 5		20%
Tenure Review Coordinator		100% in fall, 40% in spring
Faculty Advisor to the Sun		40%
Faculty Advisor to Forensic Team 1		40%
Faculty Advisor to the Forensic Team 2		20%
Student Learning Outcome Coordinator		60%
Curriculum Committee Faculty Chair		50% (60% in Fall, 40% in Spring)
Academic Technology Chair		20%
Communication and Research Officer/State Delegate		20%



Academic Senate		
<u>Assignment</u>	<u>Name</u>	<u>Reassigned Time</u>
President		100%
Vice President		60%
President Elect		40% for one year or 20% for two years
Presiding Chair, Council of Chairs		20%

## 2. Annual Department Chair Reassigned Time:

<u>Instructional Department</u>	<u>Name</u>	<u>Reassigned Time</u>
Accounting and Business Administration		18 (60%)
Administration of Justice, EMT, Fire		12 (40%)
Applied Technologies		12 (40%)
Behavioral Sciences		12 (40%)
Family Studies		12(40%)
Communication		12 (40%)
CIS and Electronics		12 (40%)
English		27 (90%)
ESL		12 (40%)
World Languages		12 (40%)
Health		12 (40%)
Humanities and Philosophy		12 (40%)
Life Sciences		15 (50%)
Mathematics		27 (90%)
Nursing		12 (40%)
Office Information Systems		12 (40%)
Performing Arts		12 (40%)
Exercise Science & Athletics		12 (40%)
Physical Sciences		15 (50%)
Reading		12 (40%)
Social & cultural Studies		12 (40%)
Visual Arts		12 (40%)
<b>Non-Instructional Departments</b>		
Counseling		15 (50%)
Academic Info Services		12(40%)
Disability Support Services		12(40%)



**ACADEMIC NEW HIRE**  
Health and Welfare Selection Form  
Effective 1/1/2019 – 12/31/2019

Appendix D

*If you are **NOT** making any H&W changes please check the box and sign the back of the form.*

Department:

EMPLOYEE:

DOH:

FTE: 100%      **10 PAY**

EMPLOYEE ID:

Please mark your selections for plan year January 1, 2019 – December 31, 2019. These selections are for the entire plan year and can only be changed if there is a qualifying event (marriage, birth or loss of other coverage). The payroll deductions will be deducted from your monthly paycheck on a pre-tax basis. The District's Health and Welfare contribution is prorated according to percentage of contract and date of hire/termination.

Selecting a District Medical Plan		Waiving/Opting Out of a Medical Plan
10 Month Payroll Pre-Tax Deductions		Monthly Rates
<b>MANDATORY COVERAGES:</b>		
Employee must select and maintain option A and B for an entire year.		
<b>A. DENTAL</b>		
<input type="checkbox"/> Delta Dental PPO – Employee Only	\$0	\$78.14
<input type="checkbox"/> Delta Dental PPO – Employee + 1 dependent	\$0	\$158.72
<input type="checkbox"/> Delta Dental PPO – Employee + 2 or more dependents	\$0	\$223.69
<input type="checkbox"/> MetLife Dental HMO – Employee + dependents	\$0	\$36.63
<b>B. LIFE INSURANCE</b>		
<input checked="" type="checkbox"/> Hartford (Employee Only--\$50,000)	\$0	\$12.60
<b>OPTIONAL SELECTIONS</b>		<b>Waiving/Opting Out of a Medical Plan</b>
<b>C. MEDICAL</b>		
<input type="checkbox"/> Waive Medical		
<input type="checkbox"/> Kaiser – Employee Only	\$0	
<input type="checkbox"/> Kaiser – Employee + 1 dependent	\$288.00	
<input type="checkbox"/> Kaiser – Employee + 2 or more dependents	\$406.00	
<input type="checkbox"/> UHC Network #1 – Employee Only	\$60.00	
<input type="checkbox"/> UHC Network #1 – Employee + 1 dependent	\$573.00	
<input type="checkbox"/> UHC Network #1 – Employee + 2 or more dependents	\$797.00	
<input type="checkbox"/> UHC Network #2 – Employee Only	\$333.00	
<input type="checkbox"/> UHC Network #2 – Employee + 1 dependent	\$1,113.00	
<input type="checkbox"/> UHC Network #2 – Employee + 2 or more dependents	\$1,559.00	
<input type="checkbox"/> UHC Network #3 – Employee Only	\$541.00	
<input type="checkbox"/> UHC Network #3 – Employee + 1 dependent	\$1,522.00	
<input type="checkbox"/> UHC Network #3 – Employee + 2 or more dependents	\$2,135.00	
<input type="checkbox"/> UHC Alliance HMO – Employee Only	\$226.00	
<input type="checkbox"/> UHC Alliance HMO – Employee + 1 dependent	\$835.00	
<input type="checkbox"/> UHC Alliance HMO – Employee + 2 or more dependents	\$1,139.00	
<input type="checkbox"/> UHC PPO – Employee Only	\$1,011.00	
<input type="checkbox"/> UHC PPO – Employee +1 dependent	\$2,443.00	
<input type="checkbox"/> UHC PPO – Employee + 2 or more dependents	\$3,417.00	
<b>D. VISION</b>		
<input type="checkbox"/> Waive Vision		
<input type="checkbox"/> MES – Employee Only	\$9.83	\$9.83
<input type="checkbox"/> MES – Employee + 1 dependent	\$19.58	\$19.58
<input type="checkbox"/> MES – Employee + 2 or more dependents	\$29.48	\$29.48

## ADCAEMIC

**E. CANCER CARE PLANS**

- ☐ AFLAC
- ☐ American Fidelity
- ☐ Pacific Educators

	Authorized Pre-Tax Deduction	Authorized After Tax Deduction
Various		
Various		
Various		

**F. ACCIDENT/HOSPITAL/ILLNESS/SICK**

- ☐ AFLAC – Hospital Intensive Care
- ☐ AFLAC – Personal Accident
- ☐ AFLAC – Personal Sickness/Hospital
- ☐ American Fidelity – Accident/Crit. Illness

Various		
Various		
Various		
Various		

**G. DISABILITY INCOME INSURANCE**

- ☐ AFLAC
- ☐ American Fidelity
- ☐ CSCP – Pacific Educators
- ☐ JC Insurance (**Existing members only**)
- ☐ The Standard

Various	
Various	
Various	
Various	
Various	

**H. ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE**

- ☐ JC Insurance (**Existing members only**)
- ☐ The Hartford (SDCOE FBC)
- ☐ MetLife (previously Prudential)

Various	
Various	
Various	

**I. LIFE INSURANCE**

- ☐ American Fidelity
- ☐ JC Insurance (**Existing members only**)
- ☐ Hartford Supplemental
- ☐ MetLife (previously Prudential)
- ☐ Pacific Educators
- ☐ The Standard

Various	
Various	
Various	
Various	
Various	
Various	

**J. LONG TERM CARE**

- ☐ UNUM

Various	
---------	--

**K. TAX SHELTERED ANNUITIES – TAX DEFERRED**

403b: \$ \_\_\_\_\_ Empower FBC ROTH 403(b) \$ \_\_\_\_\_ Empower FBC 457: \$ \_\_\_\_\_  
*Investment Provider Name* (Please Print) \_\_\_\_\_

Selection of any new plan does not constitute automatic enrollment. Enrollment or waiver forms may be obtained from the Benefits Office or the Human Resources website. Coverage of newly selected voluntary plans will not become effective until approved by the insurance company.

I fully understand that I cannot change the status of the District's plans in **Items A through J**, until the next open enrollment period. Furthermore, I understand that medical coverage is optional and should I decline coverage for myself and/or my dependents, I will hold the District harmless for expenses or injury incurred by me and/or my dependents.

**I hereby authorize payroll deduction(s) from my monthly paycheck to cover the cost of selections as indicated. This authorization replaces any previous authorizations I have made.**

Signature \_\_\_\_\_

Date \_\_\_\_\_



## EXPENSE CLAIM FOR MILEAGE OF EMPLOYEE'S CAR

EVIDENCE OF YOUR INSURANCE MUST BE ON FILE IN FISCAL SERVICES

I HEREBY CERTIFY THAT THE FOLLOWING IS AN ACCURATE STATEMENT OF MILEAGE ON AUTHORIZED SCHOOL BUSINESS.

Claimant's Name \_\_\_\_\_ Date \_\_\_\_\_, 20 \_\_\_\_\_  
 College ID # \_\_\_\_\_ Round Trip Distance To College From Residence \_\_\_\_\_  
 Department \_\_\_\_\_ Budget Administrator's Signature \_\_\_\_\_  
 Claimant's Signature \_\_\_\_\_ Account Number \_\_\_\_\_

Date	Meeting/Conference/Workshop Title	Departed From	Returned To	Miles Traveled	Excess Mileage*	Bridge Tolls Parking Fees

\*EXCESS MILEAGE EQUALS TOTAL MILES TRAVELED LESS ROUND TRIP DISTANCE TO COLLEGE FROM RESIDENCE

\*MILEAGE @ CURRENT IRS RATE

SUBMIT THIS CLAIM TO FISCAL SERVICES IN TRIPLICATE

### FISCAL OFFICE USE ONLY

Total Excess Mileage \_\_\_\_\_  
 @ \_\_\_\_\_ Per Mile \$ \_\_\_\_\_  
 Bridge Tolls and Parking Fees \$ \_\_\_\_\_  
 Total Claim \$ \_\_\_\_\_

## Form A

### NOTICE OF INTENTION PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE

---

Notice of Intention is due to the Vice President for Academic Affairs prior to October 1  
(SCEA Contract 5.17.10.11)

According to the S.C.E.A. Contract, under Professional Development/Sabbatical Leave, Article V, Section 5.17, I intend to apply for a sabbatical leave as indicated below.

☐ Full Academic Year 2007–2008

☐ Fall 2007      or      ☐ Spring 2008

I have read Section 5.17 in the current contract and I believe I meet the eligibility requirements.

\_\_\_\_\_  
Professor's Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Professor's Signature

---

Distribution:

White:	Vice President for Academic Affairs
Yellow:	Administrator
Pink:	Instructor

**SOUTHWESTERN COMMUNITY COLLEGE DISTRICT  
Sabbatical Leave Of Absence Agreement**

This is an Agreement between the Southwestern Community College District (hereinafter referred to as District) and **(name)** (hereinafter referred to as Employee).

The District and Employee agree to the following:

1. Employee occupies a position requiring certification qualifications.
2. Employee has rendered not less than twelve (12) semesters of continuous faculty service to the District immediately preceding the granting of the Sabbatical Leave Of Absence.
3. Employee has made application for a Sabbatical Leave Of Absence.
4. Such leave to take place from \_\_\_\_\_ to \_\_\_\_\_.
5. The provisions of Education Code Sections 87767 through 87775 govern the Sabbatical Leave Of Absence.
6. The District shall pay Employee **(salary)** for the period of the Sabbatical Leave of Absence to be paid in \_\_\_\_\_ equal monthly payments in the same manner as regular instructors are paid.
7. Employee shall render at least \_\_\_\_ **year(s)** of service therein equal to twice the length of the Sabbatical Leave of Absence, following Employee's return from leave.
8. Employee shall perform service of professional nature as delineated in the document which is attached hereto and incorporated herein by reference as though fully set forth.
9. Employee, upon return from the Sabbatical Leave of Absence, shall submit evidence in the form of a written report which shall satisfy the Sabbatical Leave Review Committee that such service was performed as agreed and said evidence shall be submitted to the Governing Board for approval.
10. Employee shall make no change in the approved Sabbatical Leave of Absence plan without advance approval of the Sabbatical Leave Review Committee and the Vice President for Academic Affairs.
11. Employee agrees that failure to satisfactorily complete the Sabbatical Leave of Absence plan approved by the Governing Committee, as determined by the District, by December 1 of the year of return from leave, shall cause the employee to reimburse the District the cost of the leave stipend, no later than the following spring semester.
12. Employee agrees that failure to return and render services twice the length of the Sabbatical Leave of Absence shall cause Employee to, by the following spring semester, reimburse the District the cost of the leave stipend.
13. In the event that Employee is required to reimburse the District the cost of the leave stipend pursuant to Paragraph 11 of this Agreement, Employee agrees to reimburse the District via payroll deduction and hereby authorizes said deduction.
14. In the event that Employee is required to reimburse the District the cost of the leave stipend pursuant to Paragraphs 11 or 12 of this Agreement, Employee agrees to pay any and all District legal fees and costs incurred in order to recover the cost of the leave stipend.
15. Employee agrees to indemnify and hold harmless the District from any and all liability, claims and losses accruing or resulting to the Employee in connection with this Sabbatical Leave Agreement.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Southwestern Community College District

\_\_\_\_\_  
Date



FORM C

PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION

Application is due to the Vice President for Academic Affairs no later than  
close of business on Friday of second week of November  
(SCEA Contract 5.17.10.1.1)

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
School/Department

Proposed Leave Dates:

\_\_\_\_\_  
From

\_\_\_\_\_  
To

\_\_\_\_\_  
Eligibility No.

1. Pursuant to SCEA Contract, Section 5.17.1, I hereby request a sabbatical leave, for the following purpose(s):

- ☐ Scholarly or creative endeavors
- ☐ Improvement of skills in the discipline being taught.
- ☐ Retraining in a new discipline
- ☐ Improvement of teaching skills.
- ☐ Development of programs and curriculum.

- 2. Attached is my proposed plan relating to the college mission and my assignment, including pertinent timelines, itinerary, tangible outcome or product, and how the leave will improve my professional competence. This plan responds to the attached criteria.
- 3. Attached is a statement from my Instructional Administrator or Dean (whichever is applicable) approving (or disapproving) my proposal.
- 4. I agree to return to regular assignment in the Southwestern Community College District and render service amounting to twice the term of the leave.

In submitting this request for a professional development/sabbatical leave, I am indicating that I have read, understood, and will abide by the leave provisions of the Contract existing between the District and the Southwestern College Education Association. I also understand that Governing Board approval of my application is required.

If I am granted a professional development sabbatical leave, I will carry out the plan as detailed in this application unless I receive prior approval from the Sabbatical Leave Review Committee and the Vice President for Academic Affairs to modify this plan.

I agree to complete all proposed activities and submit a written report, including transcripts where applicable, to the Vice President for Academic Affairs prior to October 1 following my sabbatical.

I understand that my sabbatical report will be accessible to the public via the library.

\_\_\_\_\_  
Signature of Professor

\_\_\_\_\_  
Date

PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION

Page 2

Please print your name: \_\_\_\_\_

Instructions: Your application will be evaluated based upon the information presented. It is important that you list in detail all of the proposed activities, the outcomes, and the benefits. If you are granted a professional development/sabbatical leave, you will be required to complete all program activities and submit a written report, including transcripts where applicable, to the Sabbatical Leave Review Committee upon return to duty.

Step One

Provide a one-paragraph abstract of your plan for a sabbatical leave.

Step Two

Write a one-page narrative describing how your proposal fits at least one of the following six categories:

1. Full-time study in residence at an accredited university or college with coursework planned to achieve specific objectives. Full-time study is usually interpreted as:
  - A. Minimum of nine graduate semester units (18 units if sabbatical is for one year) or 12 graduate/undergraduate semester units (24 units if sabbatical is for one year) or 15 semester units if all undergraduate courses (30 if sabbatical is for one year). For undergraduate courses, the Review Committee may reduce the number of units in extenuating circumstances.
  - and-
  - B. Coursework planned to meet specific objectives.
2. Special project or research project with specific objectives or outcomes:
  - A. Specific objectives/outcomes are evident
  - and-
  - B. Outcome product is evident.
3. Work experience program in business/industry:
  - A. Study in "Schools" or training programs maintained by business/industry
  - or-
  - B. Work experience (not "job shadowing") in the vocational field and/or discipline of the applicant
  - and-
  - C. Documentation must be attached.
4. Travel
  - A. Travel status for majority or greater than 51% of days of semester or period for which leave is granted
  - and-
  - B. Detailed itinerary attached which demonstrates relationship to area of assignment and specific outcome and objectives.
5. Curriculum Planning
  - A. Proposal submitted which demonstrates need for revision of courses/program
  - and-
  - B. Curriculum project exceeds normal curriculum maintenance required as part of job description and exceeds normal institutionally-sponsored curriculum development programs.
6. Other (Multiple objectives with combinations of categories; e.g., combination of study and travel)



**PROFESSIONAL DEVELOPMENT/SABBATICAL LEAVE APPLICATION**

Page 3

- A. Specific objectives/outcomes are evident
- and-
- B. Outcome product is evident
- and-
- C. Relationship to institutional assignment is evident
- and/or-
- D. Minimum standards or equivalent of "study" category are maintained.

FORM D: GUIDELINES FOR COMPLETING SABBATICAL LEAVE REPORTS

Sabbatical Leave Report is due to the Vice President for Academic Affairs  
prior to October 1 following sabbatical leave  
(SCEA Contract 5.17.10.1)

Given that the work accomplished over the duration of a sabbatical varies from person to person and within an individual sabbatical, guidelines for reporting must remain flexible. At the same time, according to the SCEA Contract, the following is required:

Section 5.17.10.1.1 A proposed plan for the Professional Development/Sabbatical Leave shall be submitted in writing to the Vice President for Academic Affairs and the appropriate administrator **no later than November 15<sup>th</sup>** of the academic year prior to the year for which the leave is requested. The plan shall provide sufficient information for the evaluation pursuant to Section 5.17.1 (Purpose), 5.17.2 (Criteria), and 5.17.3 (Professional Development Categories).

Section 5.17.14 of the Contract addresses the completion of a Professional Development/Sabbatical Leave report. Upon completion of a Professional Development/Sabbatical Leave, a Bargaining Unit Member shall submit a written report to the Vice President for Academic Affairs prior to October 1<sup>st</sup> of the year of return from leave. The report shall include the original proposal with any approved changes and shall be signed by the Unit Member's Division Dean or appropriate administrator. If the purpose of the leave was academic study, official transcripts shall be included. On recommendation of the Vice President for Academic Affairs, the Sabbatical Leave Review Committee shall review and evaluate Professional Development/Sabbatical Leave reports. In the event that a report is found to be unsatisfactory, it will be returned for revisions. If the revision does not satisfy the Committee's objections, it may deny or defer eligibility for future leaves.

In addition, the Sabbatical Leave Review Committee offers guidelines for the required report of accomplishments. The Contract indicates in Section 5.17.11.2.2 that the Sabbatical Leave Review Committee reviews leave reports from the previous year, including any recommendations from the Superintendent/President concerning those reports. Reports are of great value to your fellow faculty members in enhancing their teaching skills, in generating ideas for the classroom and future sabbaticals, in writing reports of future sabbaticals, and are the primary means of evaluating the sabbatical, a responsibility delegated to the committee by the Governing Board. Therefore, the following guidelines are offered for clarification of report format, content, and adherence to the Contract Section 5.17.

Each written report should use a format suitable to its own discipline and should also include:

1. Title page, Table of Contents, and a one-paragraph abstract describing your sabbatical leave.
2. A copy of the approved proposal as an Appendix.
3. A concise description of your work over the duration of the sabbatical. This should include schedules with dates.
4. A description of the accomplishments derived from the activities of the sabbatical based upon the objectives of the proposal. In other words, what were the goals of the sabbatical leave, how were they implemented, how were they beneficial for the candidate?
5. A determination of how the accomplishments of the sabbatical leave will benefit the faculty, staff, students, and the District. Institutional plans, accreditation reports, and Discipline Assessment Reports could be helpful in discussing the relationship of the sabbatical work to institutional goals and plans.
6. How the sabbatical leave recipient will communicate information derived from the leave to others and what activities will be undertaken to accomplish this.
7. The report should include any rationale and documentation relating to Section 5.17.13, Revisions of Approved Professional Development Leave, if applicable.
8. Collaborating materials in the appendices, such as resource materials, transcripts, etc., as required by Section 5.17.14 of the Contract.

## REQUEST TO UTILIZE BANKED HOURS FORM: INSTRUCTIONS

### **Guidelines for Utilization of Banked Hours:**

Faculty who are given an overload assignment may elect to bank a portion or all of the overload hours worked in any one (1) semester. Banked time is applied to the faculty member's banked time balance at the end of semester which the class is taught or hours earned. Faculty cannot accumulate more than 15 LHE in total banked time.

### **Where to find the form?**

The Request for Utilization of Banked Hours form can be downloaded at the SWC website under Instructional Support Services in Resource Forms. The form is also available at Schools and Centers.

### **Steps to complete and submit form**

#### **1. Faculty to complete section**

Faculty member name, School/Center, date

Proposed use: Sabbatical Salary Augmentation, Augmentation Teaching Load, Request for Payout

#### **Banked Time for Payout:**

4.9.2.1 Effective January 1, 2023, banked hours may only be "cash-out" under one of the following circumstances:

1. During the same taxable year in which hours are banked, those hours may be cashed-out without limitation on LHE equivalents;
2. At any time, so long as the cash-out does not exceed the equivalent of 2 LHE
3. When the District denies a Unit Member's request to use banked hours as reassigned or release time, the Unit Member may cash-out the same amount of banked hours that were requested to be used;
4. Retirement;
5. Separation from the District;
6. Death;
7. Medical disability as defined in Internal Revenue Code, Section 72 (m) (7); and
8. Compelling financial reasons or a critical emergency. The request to cash-out must be in writing and submitted to the Vice President of Human Resources. Requests will not be unreasonably withheld.

#### **2. School/Center Section**

Faculty's signature and date

Dean's Signature certifying the submittal of the form

#### **3. Routing Form Process**

- Original form to be completed and submitted by faculty to the School/Center administrative office for Dean's signature signifying receipt.
- The School/Center uploads the signed completed form to Service Now to be forwarded to Instructional Support Services (ISS) Dean's Office for recording of receipt of form.
- ISS staff will calculate bank time LHE and hours. Enter information into Colleague screens.
- ISS Dean's Office records the completion of the calculation for banked time form and forwards completed forms to: 'Sabbatical salary augmentation' are distributed to Human Resources for processing and 'Request for Buyouts' are distributed to Payroll for processing

Request to Utilize Banked Hours form must be complete. Faculty and Dean signature are required. Faculty will receive their payout check no later than 45 calendar days after submission of the form.

### **Definitions**

The following definitions apply:

- (a) **Sabbatical salary augmentation:** faculty may use banked load to augment their sabbatical leave.
- (b) **Teaching load augmentation:** faculty may augment their load from their banked accrual.
- (c) **Request for payout:** faculty requesting to utilize, 'payout' a portion, all banked load, or hours they have accrued. **(See eligibility above)**



# Request to Utilize Banked Hours Form

Appendix F – Form F

Name: \_\_\_\_\_

Date: \_\_\_\_\_

School/Center: \_\_\_\_\_

Faculty  
Section

## Proposed Use:

- ☐ Sabbatical Salary Augmentation
- ☐ Augmentation Teaching Load
- ☐ Request for Payout\*\* See banked time eligibility (SCEA 4.9.2.1)

## Request to Utilize Banked Hours:

- ☐ **Instructional** (Number of Banked LHE Requested)
- ☐ **Non-Instructional** (Number of Banked Hours Requested)

Semester for LHE/Hours to be applied: \_\_\_\_\_

School/Center  
Section

## REQUIRED SIGNATURES:

\_\_\_\_\_  
Instructor

\_\_\_\_\_  
Date

\_\_\_\_\_  
School/Center Dean

\_\_\_\_\_  
Date

ISS Staff  
Section

Total Lecture Hours	Total Lab Hours	Non-Instructional Hours	Total Hours (Lec & Lab)	Comments
54.0	90.0	—	8 LHE	3 LHE (Lec); 5 LHE (Lab)

\*Please see attached for additional documentation.

## Routing:

## Received:

## Recorded:

## Date:

<input type="checkbox"/> School/Center	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> Dean's Office - ISS	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> ISS Staff processing	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> Human Resources	<input type="checkbox"/>	<input type="checkbox"/>	_____	
<input type="checkbox"/> Payroll	<input type="checkbox"/>	<input type="checkbox"/>	_____	(PAID)

MEMORANDUM OF UNDERSTANDING  
Between the SOUTHWESTERN COMMUNITY COLLEGE DISTRICT and  
SOUTHWESTERN COLLEGE EDUCATION ASSOCIATION

September 11, 2014

By this Memorandum of Understanding (“MOU”), the Southwestern College Education Association (“SCEA”) and the Southwestern Community College District (“District”) agree to the following with respect to the District’s implementation of a “compressed calendar,” starting in and/or after the 2015-16 academic year.

1. The compressed calendar will not be applied to Unit Members performing non-instructional assignments. For non-instructional Unit Members, who teach course(s) as part of their workload, their non-instructional duties will be reduced in proportion to their LHE assignment in accordance with current practices.
2. The general work year for instructional Unit Members is based on the compressed calendar consisting of 16 weeks of instruction for each Fall and Spring semester.
3. Instructional Unit Members’ workload elements are built upon an assumed 35-hour workweek in a 17.5 week semester. Instructional Unit Member’s LHE shall continue to be scheduled in accordance with current practice (e.g., 16-18 lecture hours per LHE) and will be consistent with state and federal laws.
4. In addition to paragraph 3 above, full-time instructional Unit Members will provide five (5) hours of office hours per week during each Fall and Spring semester. Specific to a 16-week compressed calendar, an office hour is defined as a fifty-five (55) minute period of time when a Unit Member is available for student consultation and present in his/her assigned office or in a posted instructional area, i.e., classroom or laboratory related to his/her teaching assignment. The District and SCEA affirm the importance of performing scheduled office hours to student success and as an essential part of the job duties for Unit Members. Full-Time Unit Members will list office hours in the published syllabus and it will be filed with the cognizant Dean during the first week of classes. The District and SCEA acknowledge that a complaint regarding the failure to perform scheduled office hours may lead to an inquiry regarding the complaint.



## Adjunct Office Hours Form

[Print Form](#)

## Instructions:

- 1) Submit this completed form (with a copy of your syllabus attached) to your dean no later than the Friday of the second week of the semester. Unit members who receive an assignment after the start of the semester must submit the Adjunct Office Hours Form in Appendix H within two weeks of receiving their assignment.
- 2) It is recommended to retain a signed copy for your records.
- 3) Your syllabus must include the days, times, and places where the office hours will be held (including online).
- 4) A separate form must be submitted for each school/college discipline where you have an assignment.

Name \_\_\_\_\_

SWC ID \_\_\_\_\_

School/Department \_\_\_\_\_

Discipline \_\_\_\_\_

TERM ☐ FALL ☐ SPRING YEAR: \_\_\_\_\_ Total Semester LHE: \_\_\_\_\_**LIST THE OFFICE HOURS  
MEETING PLACE(S) AND DAYS/  
TIME(S) TO BE HELD**

*(It is the responsibility of the faculty member to find a location to hold the office hours, including online):*

The District and SCEA have negotiated the following number of paid hours per semester based on assigned LHE.

Semester LHE:	Maximum Number of Office Hours
Less than or equal to 3 LHE	6 hours
More than 3 LHE but less than or equal to 6 LHE	12 hours
More than 6 LHE	18 hours

*I agree to provide office hours by the chart above and reflect the schedule of these hours in my syllabus during this semester. A copy of my syllabus is attached indicating the office hour information for my students.*

\_\_\_\_\_  
Adjunct Faculty Member's Signature\_\_\_\_\_  
Date

*Please return this form to your school Dean by the dates specified above. You may submit your documents electronically by making arrangements with the dean's office.*