

AGREEMENT

between

**WEST VALLEY – MISSION FEDERATION OF
TEACHERS, AFT 6554**

and

**WEST VALLEY-MISSION
COMMUNITY COLLEGE DISTRICT**



West Valley - Mission

Community College District

Building Silicon Valley's Future...One Student at a Time.

July 1, 2021 through June 30, 2024

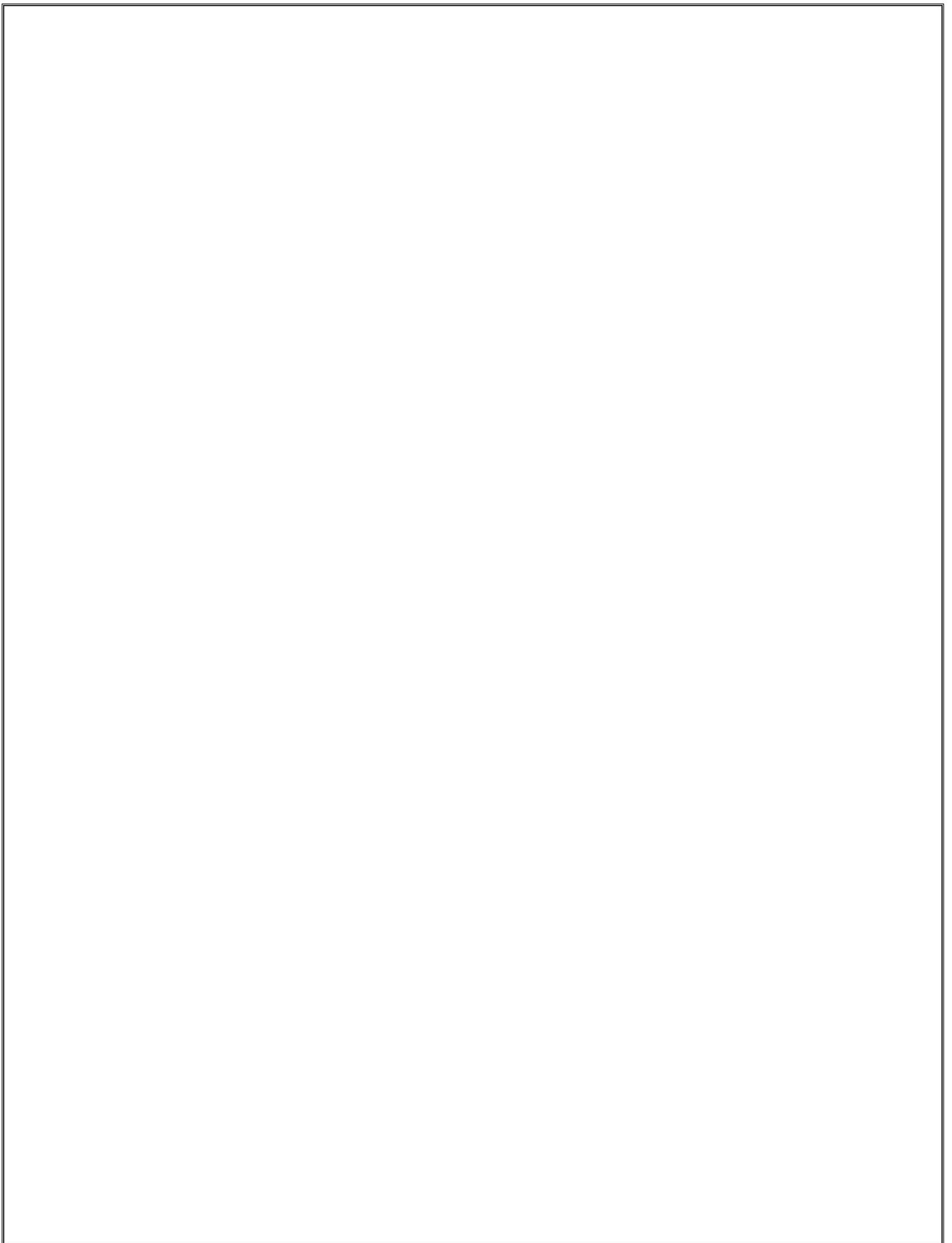


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ARTICLE 1

Recognition

The Board of Trustees of the West Valley-Mission Community College District, hereinafter referred to as the “Board” or “District”, recognizes the West Valley-Mission Federation of Teachers of the West Valley-Mission Community College District, hereinafter referred to as “WVMFT, AFT 6554” or “Union” as the sole and exclusive representative of the academic members in the classes and positions enumerated in PERB Certification, Case Number SF-R-658, attached hereto and incorporated herein by reference in Appendix A.

ARTICLE 2

Severability and Savings

If any provision or application of this agreement to any member or group of members is held invalid by operation of law, decision by a court or decision by another tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions not affected shall continue in full force and effect.

In the event of any such invalidation, the parties agree to meet and negotiate within thirty (30) calendar days after each such determination for the purpose of arriving at a mutually agreeable resolution to the invalidated provision.

ARTICLE 3

Waiver of Negotiations

This agreement shall constitute the full and complete contractual commitment between the parties. During the term of this agreement, the Board and Union expressly waive and relinquish the right to meet and negotiate on any matter unless mutually agreed.

Such waiver does not, however, preclude negotiations for any subsequent new collective bargaining agreement commenced within the last one hundred twenty (120) calendar days of this contract's agreed duration or in fulfillment of negotiation rights contained within any provision of this agreement.

ARTICLE 4

Nondiscrimination

- 4.1 Recognizing that all members of the bargaining unit are entitled to a safe, harassment-free work environment, the Board and the Union agree to comply with all applicable provisions of Title VII and Title IX of the United States 1964 Civil Rights Act, as amended in 1972. The Board and the Union agree expressly not to unlawfully discriminate against any member or prospective member on the basis of ethnic group identification, ancestry, race, color, creed, national origin, religion, sex, age, marital status, sexual orientation or disability protected under the Americans with Disabilities Act.
- 4.2 District, state and federal regulations and procedures shall be followed to address claims of unlawful discrimination. The Grievance Procedure herein may not be used for any claim arising from this Article.
- 4.3 The District shall implement required changes in state or federal laws or regulations. If such changes impact wages, benefits, hours of employment, and/or other terms and conditions of employment, the District shall bargain with WVMFT, AFT 6554 about the change to the extent required by applicable law.
- 4.4 The Board agrees to maintain and implement a policy of academic freedom as agreed in collegial consultation with the Academic Senate.

ARTICLE 5

Effect of Agreement

It is understood and agreed that the specific provisions contained in this agreement shall prevail over written District practices and procedures.

ARTICLE 6

Past Practices

- 6.1 The District and WVMFT, AFT 6554 are not bound by any unwritten past practice of either party unless such practices are specifically stated within this agreement.
- 6.2 When the District or WVMFT, AFT 6554 requests to negotiate about a mandatory subject of bargaining within the scope of bargaining under the EERA, the District and WVMFT, AFT 6554 shall negotiate as to changes in unwritten established past practice when the agreement is open for negotiations.

ARTICLE 7

District Rights

- 7.1 The Union recognizes and agrees that the exercise of the express and implied legal powers, rights, duties and responsibilities by the Board, e.g., the adoption of policies, rules, regulations and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement.
- 7.2 The District agrees that, in regard to a declared emergency and decisions made thereon, the Union shall have the right to subject such declaration and decisions made thereon to the provisions of the Grievance Procedure, Article .45.
- 7.3 The Chancellor shall have the responsibility and authority to assign by administrative action any member meeting the minimum qualifications to any position when such assignment is deemed in the best interests of the District. Such assignments may include a plan of action for integration into the new assignment.

ARTICLE 8

Union Rights

8.1 No Reprisals

WVMFT, AFT 6554 and the Board agree that no reprisals shall be taken against any person who legally exercises rights guaranteed by law or this agreement, or who executes responsibilities imposed by law or this agreement.

8.2 Negotiations with Other Organizations

The Board and its authorized representatives agree not to negotiate with any other organizations or individuals, including the Academic Senate, upon matters for which WVMFT, AFT 6554 is the exclusive representative, on matters within the scope of bargaining. WVMFT, AFT 6554 agrees that neither it nor its authorized representatives shall negotiate privately or individually with any person or persons not officially designated by the Board as its official representative in matters upon which WVMFT, AFT 6554 is the exclusive representative within the scope of bargaining.

8.3 Use of Facilities

WVMFT, AFT 6554 shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. The District will provide office and storage space for the Union's use on each campus. To the extent that the Union makes this space available for use by a staff member of the Union who is not a District employee, that individual(s) shall comply with all District procedures relating to insurance verification, fingerprinting, that the District requires of nonemployees working on District property and utilizing District facilities. The District will also provide the Union with access to faculty mailboxes. Use of such facilities shall not interfere with or interrupt normal District operations. WVMFT, AFT 6554 agrees to leave facilities used in a clean and orderly condition or compensate the District for special janitorial/maintenance work required, at cost. The District will provide one staff parking permit each year to WVMFT.

8.4 WVMFT, AFT 6554 Business and WVMFT, AFT 6554 Meetings

Business:

A reasonable number of duly authorized representatives of the Union may transact official business on campus property at times other than their scheduled duty assignments

Meetings:

No member shall be released from his/her assigned duties to attend WVMFT, AFT 6554 meetings without the District's consent, specifically the college President, in advance, unless specifically provided for in some other provision of this agreement.

8.5 Notification

WVMFT, AFT 6554 shall provide in writing or electronically to the District, specifically the Associate Vice Chancellor of Human Resources or designee, each semester, by September 15 and February 15, and updates as required, the names of the duly authorized WVMFT, AFT 6554 representatives.

8.6 Bulletin Boards/Mailboxes/E-Mail/Technology Resources

8.6.1 WVMFT, AFT 6554 shall have the right to use institutional bulletin boards and mailboxes at no charge subject to reasonable regulations and laws.

WVMFT, AFT 6554 shall have the right to use District technology resources, including computers, internet access, and e-mail at no charge, subject to reasonable regulations and laws.

WVMFT, AFT 6554 shall be allowed to maintain a website on the District's server at no charge.

As specified in Education Code §7054, District funds, services, supplies or equipment including the aforementioned resources made available to WVMFT, AFT 6554 shall not be used for the purpose of urging the support or defeat of any public ballot measure or candidate.

8.6.2 All communications must be dated and contain WVMFT, AFT 6554 identification as the originator/distributor.

8.6.3 With advance approval by the college President to the WVMFT, AFT 6554 President, audio-visual equipment not being required for District use may be used on campus for WVMFT, AFT 6554 business. WVMFT, AFT 6554 shall assume any damage or repair costs.

8.7 Information to Union

8.7.1 Board Agenda/Minutes

The District shall furnish the WVMFT, AFT 6554 President five (5) copies of all official Board minutes and five (5) copies of each agenda packet, excluding all confidential information or materials as defined by applicable law. Such materials shall be furnished to WVMFT, AFT 6554 no later than the time they are furnished to the Board.

8.7.2 Policies and Regulations

8.7.2.1 The District shall provide the WVMFT, AFT 6554 President a copy, simultaneous with distribution to management, of any changes, additions, alterations or deletions in order to maintain one (1) book of Board Policies and one (1) copy of Administrative Regulations.

8.7.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines, or work requirements that are distributed by the District or colleges to members or groups of members shall be provided to WVMFT, AFT 6554.

8.7.2.3 The District shall provide three times annually, one month after the beginning of the Fall and Spring semesters and once in the second week of June, a list of all faculty names, job titles, departments, work locations, class schedules, home addresses, District emails, and work and personal contact telephone numbers. The District shall provide WVMFT the name, job title, department, work location, class schedules, work and personal contact telephone numbers, District emails and home address of any newly hired employee within 30 days of the date of hire or by the first pay period of the month following hire. Pursuant to Government Code §6254.3(c), a member (regular, contract or associate) may request in writing that the District withhold the member's address and telephone number from disclosure to the Union. WVMFT, AFT 6554 agrees that it shall indemnify and hold the District harmless from any liability from any and all claims, demands, lawsuits or other actions arising from the District's implementation or compliance with the terms of this section (consistent with Government Code Section §3546 subsections (e) and (f)). Public employee personal email addresses will be exempted from the Public Records Act, and exempt from disclosure to the Union consistent with Government Code §3558 and §6254.3(c). The District

shall allow the Union time and access at every new-hire orientation, and shall be given at least ten days prior notice of each orientation planned by the District, except that a shorter notice may be provided in a specific instance in which there is an urgent need critical to the employer's operations that was not reasonably foreseeable. Due to the unique hiring needs community colleges, the Parties agree in advance that the following constitute specific instances in which there is an urgent need allowing for a shorter notice requirement: hiring of a substitute, emergency or short-term or other part-time employee when there is less than 10 days between the date of hire and the date that the employee is scheduled to start work. In such instances, the Executive Director and President of the Union shall be contacted via email and telephone with the date and time of the orientation on the same business day that the District confirms the orientation date with the new hire. The parties agree that they have met and negotiated the terms of this provision, and that the terms set forth here satisfy the District's obligations under Government Code §3555-3558.

- 8.7.2.4 Upon request, WVMFT, AFT 6554 shall be provided with one (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or requests for materials or data in formats not usually issued, shall be charged to WVMFT, AFT 6554 in an amount not to exceed costs.
- 8.7.2.5 At the time of submission to the Board, the District shall provide to the WVMFT, AFT 6554 Secretary one hard copy each and to the WVMFT, AFT 6554 Secretary one electronic copy, if available, each of CCAF-311, CCAF311Q, CCAF-320, and CCFS-350A. The District shall make available all financial data system reports from which the data is taken.
- 8.7.2.6 Other budget/study data prepared by the District for general usage may be made available upon request to and approval by the Chancellor or designee.
- 8.7.2.7 By September 30 of each Academic Year, the District shall provide the WVMFT, AFT 6554 Secretary with an electronic copy of the District Position Control file; the WVMFT, AFT 6554 secretary shall notify the Associate Vice Chancellor of Human Resources of any discrepancies between the District Position Control File and the WVMFT, AFT 6554 job descriptions; the Associate Vice Chancellor of Human Resources shall make the changes required to comply with the provisions of this agreement within 30 days of notification and shall provide the WVMFT, AFT 6554 Secretary with an amended electronic copy of the District Position Control File.

8.8 Union/District Consultation

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within three (3) workdays, notify of agreement or non-agreement to such a meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during WVMFT, AFT 6554 attendees' non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to re-negotiate any provision of this agreement.

8.9 WVMFT, AFT 6554 Released/Reassigned Time**8.9.1 Released/Reassigned Time to Attend Negotiations**

Whenever possible, negotiation meetings shall be arranged outside the scheduled assignments of all WVMFT, AFT 6554 negotiation team members.

8.9.2 Released/Reassigned Time for Grievances Processing

Whenever possible, meetings regarding grievances shall be arranged outside the scheduled assignment of all parties.

8.9.3 Released/Reassigned Time and Reimbursement

The District shall provide 1.5 FTEF of total released/Reassigned Time in each semester (3.0 FTEF per academic year) at no cost to WVMFT, AFT 6554. WVMFT, AFT 6554 may purchase additional released/Reassigned Time up to a maximum of 2.25 FTEF in each semester (4.5 FTEF per academic year) for WVMFT, AFT 6554 operations at a cost to WVMFT, AFT 6554 equal to the average step used in the Associate Faculty Funding Model.

WVMFT, AFT 6554 shall provide members' names and the released/Reassigned Time to the Associate Vice Chancellor of Human

Resources, in writing, prior to September 15 for the Fall semester and prior to February 15 for the Spring semester.

No more than one faculty member may be assigned a maximum of 1.00 FTEF per semester (2.0 FTEF per academic year) of WVMFT, AFT 6554 released/Reassigned Time or a combination thereof in any capacity.

8.10 Copies of Agreement

The District agrees to make the WVMFT, AFT 6554 contract available to all members via the District website, and to print and publish 200 copies to provide members a copy of the agreement.

8.11 Payroll Deductions for Dues Paying WVMFT Members

8.11.1 Subject to the certifications and procedures established in this Article, the District shall make monthly payroll deductions for all dues paying members of WVMFT and forward those dues to WVMFT on a monthly basis.

8.11.2 WVMFT Certification

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

- a. The requirements and procedures for revoking the authorization, including that the revocation must be submitted in writing to WVMFT. Further, if WVMFT opts to establish a window period during which authorization may be revoked, this information shall be included on the authorization form.
- b. The terms under which the authorization shall apply upon reemployment, without securing re-authorization, as set forth in subsection 8.11.6.

8.11.3 Membership Dues

The District shall deduct dues for all members in the amount of 1.2% of the members' gross regular salary unless and until the Union provides notice to the District of a change in the dues assessed. Such change shall be implemented in the next payroll cycle or 30 days, whichever is greater.

WVMFT shall provide the District written notice of all employees who have provided the written authorization described in Section 8.11.2. Upon such notice, the District shall initiate payroll deductions for those employees in the next payroll cycle or in 30 days, whichever is longer.

WVMFT shall provide the District written notice of every employee who submits a written revocation of authorization within three business days of the revocation. The revocation will be implemented in the next payroll cycle or 30 days, whichever is longer. Any resulting reimbursement owed to the employee shall be the responsibility of WVMFT. The District may effectuate such reimbursement by reducing the amount of monthly dues paid by the District to WVMFT.

8.11.4 District Reliance on WVMFT Certification

In reliance on WVMFT's certification regarding the terms of the employee written authorizations that WVMFT shall maintain as set forth in Subsection 8.11.2, the District shall honor the terms of the employee's written authorization for payroll deductions. Employee requests to cancel or change authorizations for payroll deductions for employee organizations shall be directed to WVMFT rather than to the District. WVMFT shall be responsible for processing these requests and informing the District. The District shall rely on the information provided by WVMFT regarding whether deductions for membership dues were properly canceled or changed.

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

8.11.6 Based upon the representation of the Union in Article 8.11.2, for any employee covered by this CBA who is a dues-paying member of WVMFT at the time the employee leaves District employment, or is subject to a layoff, the employee shall be treated as a continuing member of WVMFT for the purpose of making payroll deductions for the payment of dues under either of the following circumstances, unless and until WVMFT informs the District in writing that the employee has revoked authorization to make dues deductions:

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

It is understood that WVMFT fully indemnifies the District for dues deducted pursuant to this section.

8.11.7 Hold Harmless and Indemnify Provision

WVMFT, AFT 6554 shall hold the District harmless, and shall fully and promptly reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to any claims made by any employee, or any individual on the employee's behalf, for payroll deductions made by the District in reliance on the information provided by WVMFT regarding the content of its authorization form, and/or the authorization of individual employees for payroll deductions to be made.

- 8.11.7.1 Upon notice that the District is going to seek indemnification and be held harmless under this provision, WVMFT, AFT 6554 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.
- 8.11.7.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to WVMFT, AFT 6554 interests if the District does not have a distinct and separate legal interest in the disputed matter.
- 8.11.7.3 The District shall not be entitled to be reimbursed for any costs for which WVMFT, AFT 6554 was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 9

Maintenance of Operations from Concerted Activities

- 9.1 WVMFT, AFT 6554 agrees that neither the Union, nor any person acting officially on its behalf will cause, authorize, engage in, sanction or urge its members to take part in a strike, concerted failure to report for duty, or willful absence from his/her duties of employment while this contract is in effect. Members shall not be entitled to any wages or benefits whatsoever, including but not limited to wages or any other form of compensation, fringe benefits, vacation, sick leave or other leave entitlement while engaged in any strike, concerted failure to report for duty or other willful absence from their duties of employment.
- 9.2 The District shall not lockout or otherwise prevent members from performing their duties under this agreement.

ARTICLE 10

Parking

All regular/contract/associate members shall be provided at no charge one (1) parking permit to parking in designated District parking lots. Additional parking permits, for that member's use only, shall be provided by the District at no charge, following a request of the member to the Executive Assistant to the Associate Vice Chancellor of Human Resources.

ARTICLE 11
Personnel Files

- 11.1 A member's one official personnel file shall be maintained by the District, be located in the Human Resources Department, and contain the official employment record of the member.
- 11.2 Members shall have the right to examine and/or obtain copies of all materials (except those obtained prior to employment, those prepared by identifiable examination committee members and those obtained in connection with a promotional examination) contained within the official personnel file. A member shall not be released from his/her primary assigned work hours to review his/her personnel file. When the member's work hours outside of the primary assignment do not correspond with normal business hours of the Human Resources Department, the member may contact the Associate Vice Chancellor of Human Resources or designee to arrange a mutually agreeable time when the member may review the file.
- 11.3 The member shall review their personnel file in the presence of a confidential employee.
- 11.4 Upon written request, members from Mission College may request that a confidential employee from the Human Resources Department coming from West Valley deliver the requester's personnel file to Mission College.
- 11.5 Information from the official personnel file shall not be released without member consent unless compelled by law, judicial order or subpoena or by authorized District or public agency officials having legitimate business that justifies such inspection. Such release of information shall be at the sole discretion of the Associate Vice Chancellor of Human Resources.
- 11.6 Members may, in writing, authorize a WVMFT, AFT 6554 representative or other designee to have access to review and/or obtain copies of documents contained in their official personnel file. In so authorizing, the member agrees to indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review.
- 11.7 The District shall retain as confidential all pre-employment materials or other data as exempted by law, e.g., materials obtained or prepared prior to employment, or materials obtained while the member was an applicant or

candidate for another District position. Such materials include, but are not limited to, recommendation letters and pre-employment interview materials.

- 11.8 Anonymous materials shall not be placed in the personnel file.
- 11.9 Information of a derogatory nature shall not be entered into a member's personnel records unless and until the member is given notice and an opportunity to review and comment on that information. The member shall have the right to enter, and have attached to any derogatory statement, his or her own comments. A member shall not be released from his/her primary assigned work hours to review his/her personnel file. When the member's work hours outside of the primary assignment do not correspond with normal business hours of the Human Resources Department, the member may contact the Associate Vice Chancellor of Human Resources or designee to arrange a mutually agreeable time when the member may review the file.
- 11.10 Where a member believes any record or portion is inaccurate, not relevant, timely, or complete, the member may request correction of the material. Requests for correction of materials shall be in writing and include a justification. The written request shall, at the option of the member, be included in the official personnel file. Materials involving performance appraisal, discipline and official procedures shall not be deleted but may, where justified, be corrected.
- 11.11 Disciplinary action shall not be imposed on the basis of District personnel records not contained in the official personnel file, consistent with the principles of the California Supreme Court decision of Miller vs. Chico. Nothing contained herein shall be used to exclude otherwise relevant evidence from being received in any judicial or administrative adjudication.
- 11.12 The District shall retain after resignation, retirement or dismissal only those records required by law.
- 11.13 No decision relating to the dismissal or suspension of any member shall be made based on charges or evidence of any nature relating to matters occurring more than four (4) years prior to filing of the disciplinary notice. (Education Code §87675)
- 11.14 This article does not apply to non-personnel records such as payroll records, attendance records, Board minutes, student records, interoffice or member-to-

member communications not part of the official personnel file. Reference
Education Code §87031

ARTICLE 12

Safety, Working Conditions & Student Conduct

- 12.1 No member shall be assigned to work under conditions which endanger his/her safety or health.
- 12.2 Upon discovery of any unsafe working condition, a member shall notify the District by utilizing the safety hotline from any campus telephone. The District shall then take prompt action to correct the unsafe condition and shall notify the member in writing of the corrective action taken.
- 12.3 In the event of any emergency the member shall contact District Police by dialing 911 from any campus telephone and follow the District's "Emergency Procedures" guide. An electronic copy of this guide shall be provided to each department chair/program administrator for distribution to members and a printed copy of the guide shall be posted in each classroom.

12.4 Safety Issues Involving Student Conduct

- 12.4.1 In accordance with the Education Code, a faculty member may remove a student from his/her class for the day of the removal and the next class meeting. The member shall immediately report the removal to the department chair/program administrator and Vice President for Student Services. The Vice President of Student Services shall consult with the faculty member after which: 1) the student shall be returned to class; 2) the case shall be processed under the student code of conduct, or 3) the matter shall be referred to the District Threat Assessment Team.

The District Threat Assessment Team shall be composed of one site-specific WVMFT, AFT 6554 member designated by the WVMFT, AFT 6554 Executive Board, the Associate Vice Chancellor of Human Resources, the Vice President of Student Services, the District Chief of Police, and a representative from Student Health Services or appropriate mental health counselor. The District Threat Assessment Team shall assess the situation and recommend an appropriate response. The Associate Vice Chancellor of Human Resources shall meet with the faculty member and the WVMFT, AFT 6554 representative in advance of the student's return to class to discuss the recommendation and to clarify the faculty member's rights and responsibilities.

The District shall offer annual training available to all members regarding threatening student conduct and the role of the District Threat Assessment Team.

12.5 Disruptive Student Policy

12.6 Minor Students

12.6.1 The District shall provide training and guidelines to all faculty relative to having minors as registered students on campus and in the classroom. The District shall establish procedures consistent with the law for mandated child abuse reporting and all emergencies involving minor students. It is the District's responsibility to inform faculty of their responsibilities and protections regarding:

1. Mandated reporting of known or reasonably suspected child abuse or neglect.
2. Emergency procedures specific to minors (i.e. disaster, evacuation).
3. Health emergencies in the classroom.

12.6.2 All rosters shall identify the names of any minor students registered in classes.

12.6.3 The District shall provide training at least once per semester that reviews current policies and procedures regarding minors in the classroom.

ARTICLE 13

Compensation

13.1 Salary Schedule

- a. Members shall be paid in accordance with the Full-Time Academic Salary Schedule which shall be updated as the result of any negotiated agreement. (See Appendix B).
- b. The District shall increase the Full-Time Academic Salary Schedule as follows:

2021-2022

Effective the first pay period for fall semester 2021, the Full-Time Academic Salary Schedule shall be increased by an additional 5%.

2022-2023

Effective the first pay period for fall semester 2022, the Full-Time Academic Salary Schedule shall be increased by an additional 5%.

13.2 Overload/Summer/Winter Session Compensation

Members electing to take overload or summer contracts may either choose (1) to be compensated on the Associate Faculty Salary Schedule or (2) to bank the load (See Article 36, Banked Load and Banked Load Leaves.)

- a. Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on the Associate Faculty Salary Schedule A or may choose to bank the overload (See Article 36).
- b. Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on the Associate Faculty Hourly Salary Schedule C or may choose to bank the overload (See Article 36).
- c. Other duties performed by members outside of a and b shall be paid hourly on the Associate Faculty Hourly Salary Schedule C (Column F).

The member may not bank this overload.

13.3 Flex Day Activities

Flex Day activities are part of the member's base salary and are reflected in the member's base pay.

13.4 Coaching Stipends

Effective upon ratification, head coaches shall be paid an additional \$125 per day for work done outside the Academic Year (as defined in Article 16.1), said days subject to written approval signed by the Division Dean and the Vice President of Instruction. Stipend days must be reported in hours (ex. 5 hours at \$25 per hour = \$125.)

13.5 Compensation for 11 and 12 month Assignments

Regular or contract members assigned to 11-month or 12-month positions shall receive assignments in accordance with the provisions of Articles 18.2 and 19.9.1 and shall be compensated with a monthly salary equal to 1/10th the annual salary in the Full-Time Academic Salary Schedule.

13.6 Other Compensation

Special projects and contract education shall be remunerated on a separately negotiated contract unless negotiated otherwise.

13.7 Method of Payment

A member's annual salary shall be paid at the rate of 1/10 of their annual salary from the Full-Time Academic Salary Schedule for each month of contractual assignment. Pay dates for all regular/contract and overload assignments shall be the last working day of each month.

New members have the option to be paid in 12 months providing the decision is made no later than August 1 in writing to the Human Resources Department in the academic year the 12 payments shall begin. The 12-month pay cycle is August through July. Continuing faculty shall contact Human Resources in writing to select the 12-month option by August 1.

Once a faculty member has opted to be paid over a 12-month period (referred to as "deferred pay"), the faculty member shall remain in deferred pay status unless the member submits a Cancellation via Deferred Pay Opt In/Out form to Human Resources by May 30. A faculty member who provides notice that the member no longer wishes to be in deferred pay status shall be returned to a 10/11-month payment cycle beginning August 1 pay cycle. Faculty hired mid-

year must be paid on a 10/11-month pay cycle until the end of the fiscal year, at which time they may opt into “deferred pay” status by submitting such request via Deferred Pay Opt In/Out form to Human Resources by May 30.

When a teaching load reduction occurs, and results in an overpayment, the member is responsible for reimbursing the District for the entire amount of the overpayment within 30 days.

Any member who fails to receive a paycheck should immediately report it to their Department Chair or to Human Resources for investigation of the cause. If an error occurs on a paycheck, resulting in overpayment, the Associate Vice Chancellor of Human Resources and the Vice Chancellor of Administrative Services shall work with the member to arrange repayment.

13.8 Tax Sheltered Plans

The District shall process individual member’s tax sheltered plans through automatic payroll deductions. Each member is responsible for compliance with current Internal Revenue service rules and regulations.

13.9 Compensation for Substitute Service

There are times when, during the first week of the absence of a member due to an illness or an emergency, it is necessary to provide coverage for a class or service.

For absences of one week or less, two alternative methods are available, so long as the following three criteria are met:

1. The absent faculty member provides advanced notice to his/her Department Chair and Division Dean of the effective date(s) of absence, the substitution arrangements, and name of the member providing the substitute service, and shall do so in writing except in emergency situations.
2. The substitute must meet the minimum qualifications for the assignment; and
3. The absent member provides a lesson plan to the member providing the substitute assignment.
 - A. The absent member may arrange with another full-time member or associate member to cover the class(es) for compensation. Where an associate member provides substitute service under this section, it shall not count toward 67% of a full-time load. The substituting member shall be paid at the appropriate rate on the Associate Faculty Hourly Salary Schedule C and the absent member shall submit an absence form to HR

to have the appropriate amount of sick leave deducted from his/her accumulated sick leave. Absence and substitution forms must be submitted together to Human Resources and signed as approved by the Division Dean or supervising administrator.

OR

- B. The absent member may arrange with another full-time member or associate member to cover the class(es) in exchange for future reciprocal substitution. When an associate member provides substitute service under this section, it shall not count toward 67% of a full-time load. This agreement is between the individual faculty members.

The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt or any obligation to enforce an agreement between faculty members.

For any absences exceeding one week, arrangements for substitution shall be made through the office of the Vice President of Instruction.

- 13.10** Members shall be reimbursed for mileage for travel between campuses when they have assignments or official district committee meetings that require travel between the campuses. Assignments or meetings would include and are limited to teaching assignments at the alternate campus, off-campus teaching sites, and official district committees (e.g. District Academic Senate). Any other travel between sites must require prior approval from the appropriate vice president or designee. A faculty member shall be reimbursed mileage for travel to and from each off campus assignment site. The District agrees to reimburse mileage at the current, standard IRS rate. For members who travel directly to/from off campus sites from/to home, the mileage will be calculated using the total mileage less the member's mileage between their home and the college. This provision does not, however, supersede the requirements of Ed Code Section §87032 Travel Expense Payment.

ARTICLE 14

Fringe Benefits

14.1 Benefits for Regular/Contract Members

Overview

The District shall provide regular/contract members and their dependents with insurance coverage for medical, dental, vision, prescription, and long-term disability insurance.

Immediately following the Board's adoption of the terms and conditions of the parties' May 24, 2017, Tentative Agreement, the District will initiate the process for conversion to the CalPERS medical plans. The parties will work in good faith to facilitate the process with the mutual interest and objective of completing the conversion and initiating coverage effective April 1, 2018.

Under the CalPERS Plans, the District's annual contribution provided to active employees toward premium costs for health benefits (including medical, dental, vision and prescription) shall be limited to \$12,480 for single coverage, \$23,580 for 2-party coverage, and \$30,240 for 3 or more coverage. Members shall pay any costs beyond the District's annual contribution for each of these coverages. The District will make available all medical plan options provided by CalPERS.

It is understood that CalPERS medical plans are subject to change by CalPERS board of directors, and in no way does the District have any influence over its decisions. Discontinuance of participation in the CalPERS medical benefits program shall be mutually agreed upon by the District and WVMFT, AFT 6554 and shall meet any and all contractual obligations with CalPERS.

In order to qualify for benefits, the member must be either regular or contract members and have at least a 50% load. Those regular/contract members working less than 100% shall pay the pro rata share of the premium unless specifically stated otherwise in other provisions of this contract. For members working less than 100%, participation in benefits shall be voluntary.

The District shall also extend benefits to a member's domestic partner if the member and his/her partner meet the eligibility requirements as defined by the State of California as set forth in Family Code §297 and §299.2. In

addition, the member and domestic partner will be required to complete and sign the District's Affidavit of Domestic Partnership to be eligible to participate in the District's benefits program. Dependents of eligible domestic partners shall be included in the District benefits program. If the domestic partnership ceases, the unit member has an obligation to immediately notify the District of the termination of the relationship and to file with the District an "Affidavit of Termination of Domestic Partnership." In addition, the terminated partnership must meet all applicable California Law and Family Codes. Unit members who fail to notify the District of the termination of the domestic partnership will be held personally responsible for the cost of the benefits premiums for the former domestic partner. Domestic partners and their eligible dependents shall be eligible for benefits upon the retirement of the unit member.

The intent of this article is to always be aligned and in agreement with California State law. If at any time, California State law changes, this article will change to comply with any and all changes.

- 14.1.1** The District shall provide regular, contract members and their dependents with insurance coverage for medical and prescription drugs (through CalPERS), dental, and vision services. For medical services, each member may choose from the available CalPERS plans. Once plans are selected by the member, member-initiated changes to a different plan are allowed only during the open enrollment period, unless the member experiences a qualifying life event as determined by CalPERS that allows the member to make a change. All other benefits agreed to through collective bargaining shall be offered to all members.

The District is responsible for paying the cost of the premiums for medical, dental, vision and prescription, up to the cap amount as outlined in Article 14.1 (\$12,480 for single coverage, \$23,580 for 2 party coverage, and \$30,240 for 3 or more coverage). Any amount that exceeds the cap shall be paid by the member through payroll deductions. Those benefits designated as optional/voluntary shall be paid by the member through payroll deductions.

14.1.2 Waiver of Coverage

A member may waive medical and prescription drug benefits as specified in Article 14.1.1 if the member provides proof of coverage on another group plan. Any member waiving District benefits shall be paid \$4,800 annually. Members working less than 100% shall be paid a pro rata share of \$4,800 annually. Payment shall be made as taxable income, or if legally permissible, with pre-taxed dollars deposited into a District sponsored voluntary retirement plan.

Each year, members have the opportunity to opt back into medical coverage during the open enrollment period or within 30 days of experiencing a qualifying life event as defined by the health plan. Active members who are not currently enrolled in a District medical, dental or vision plan, who are planning their retirement may opt in during any open enrollment period prior to retirement.

14.1.3 Effective July 1, 2016, Long-term disability insurance will be provided and paid for by the District.

14.1.4 Life Insurance: Effective January 1, 2019, the District shall provide life insurance coverage at \$50,000 for each member at no additional cost to the member.

14.2 Retiree Benefit

Medical Coverage for Qualified Annuitants

A member who retires from the District as a qualified annuitant as regulated by the California Public Employees' Retirement System or California State Teachers' Retirement System will receive the District contribution to medical insurance as specific in Resolution No. 17080101, in accordance with the unequal contribution method described therein.

Medical and dental benefits for retirees shall include an eligible spouse/domestic partner or surviving spouse/domestic partner, and eligible dependents and/or eligible dependents of domestic partner.

In order to retain coverage, retirees shall be required to annually verify their residence, dependent status, and Medicare enrollment.

Retirees, spouses/domestic partners, and/or surviving spouses at age 65 are required to enroll in all parts of Medicare upon initial eligibility, and enroll in a Medicare plan offered by CalPERS.

All retirees, eligible to receive retiree benefits, who move out of the service area shall be able to change medical plans. A change in medical plan may result in plan changes (i.e., co-pays and/or deductibles). Retirees changing plans as a result of a move are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.

14.2.1 Post-Retirement Benefit Coverage—Members hired prior to January 1, 1994

14.2.2 Bargaining unit retirees shall be eligible to participate in the medical (including prescription) and dental plans provided to members, or the equivalent, if the eligibility requirements specified in Article 14.2.3 are met. The District shall pay 100% of the cost of the premiums for these plans, with the exception of those members that do not qualify for 100% benefits and shall be paid a pro-rata amount as outlined in Article 14.2.3.

14.2.3 Eligibility Requirements

To qualify for post-retirement benefits, the member must

1. be an active participant in the District fringe benefit program at the time of retirement. (Members who have waived coverage per Article 14.1.2 may opt back into the fringe benefit program during any open enrollment period prior to retirement.)
2. be eligible to retire through the State Teachers Retirement System (STRS) or the Public Employees Retirement System (PERS).
3. have provided service to the District immediately preceding retirement.
4. be enrolled in all parts of Medicare for which the member is eligible, or must enroll when the member initially becomes eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.

In addition, a retiree’s eligibility for the District’s paid health and dental benefit package is determined by their years of service to the District and as provided by the contract of their collective bargaining unit at the time of retirement. To receive full benefits, members retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District. To be eligible for pro rata benefits, these members must have completed five (5) years of service.

This benefit is prorated as follows:

- 50% = 5 years
- 60% = 6 years
- 70% = 7 years
- 80% = 8 years
- 90% = 9 years
- 100% = 10 years

To receive full benefits, members retiring who were hired full-time between November 1, 1990 and January 1, 1994 must have completed fifteen (15) years of service with the District. To be eligible for pro rata benefits, these members must have completed ten (10) years of service. This benefit is prorated as follows:

50% = 10 years
 60% = 11 years
 70% = 12 years
 80% = 13 years
 90% = 14 years
 100% = 15 years

14.2.4 Post-Retirement Benefit Coverage—Members hired on or after January 1, 1994 who retire on or after April 1, 2018 - Established pursuant to California Government Code Section 22895.

To qualify for post-retirement benefits, the member must

1. be an active participant in the District fringe benefit program at the time of retirement (Members who have waived coverage per Article 14.1.2 may opt back into the fringe benefit program during any open enrollment period prior to retirement.)
2. be in retirement status, including Disability Retirement, through the California State Teachers' Retirement System (STRS) or the California Public Employees' Retirement System (PERS) as a qualified annuitant.
3. have provided service to the District immediately preceding retirement.
4. be enrolled in all parts of Medicare for which the member is eligible, or must enroll when the member initially becomes eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
5. have completed the following service requirement: sixty (60) years of continuous credited service with the District.

Retirees who meet the eligibility requirements listed in 14.2.3 shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. 17080101.

14.3 All regular/contract faculty hired for the first time by the District after July1, 1998 shall be paid \$5,500 when they achieve tenure and return for duty in the following year.

14.4 District Benefits Review Committee

14.4.1 Purpose

The purpose of the District Benefits Review Committee is to research and share information with its constituencies and act in an advisory capacity to its constituencies. All proposed changes in fringe benefits would still have to be negotiated.

14.4.2 Membership

The District Benefits Review Committee shall consist of the following:

WVMFT, AFT 6554 (one from each campus)	2 members
WVMFT, AFT 6554 Retirees	1 member
WVMCEA (includes 1 retiree)	3 members
Supervisors	1 member
Confidential	1 member
Police	1 member
Manager’s Association	1 member
Board of Trustees	1 member
Associate Vice Chancellor of Human Resources	1 member
District Budget Office	Resource
WVMCEA Union Official	Resource
HR Specialist	Resource
Benefit Consultants	Resource

ARTICLE 15

Retirement

15.1 Academic Emeritus Benefits

All retirees are granted Academic Emeritus status. With this status comes the entitlement to certain rights and privileges, as follows:

1. Waiver of all registration and associated fees for one class per semester.
2. Twenty percent discount on Community Education classes if fee is over \$25.00.
3. Free admission to all home game athletic events, excluding play-off games.
4. Free admission to all theater productions performed on campus, for member and one guest (reservations required).
5. Unlimited library privileges.
6. Lifetime staff parking permits.
7. For information on fringe benefits, see Article 14.
8. Retirees desiring employment as associate faculty members after retirement will be granted reemployment preference under the provisions of Article 100 if they have received a "Satisfactory" evaluation on their most recent full evaluation prior to retirement or a "Satisfactory" evaluation in their last year of full time assignment prior to retirement.

15.1.1 Early Retirement Programs

Eligible faculty may participate in one of four different early retirement programs: (1) STRS Reduced Workload Program; (2) Combination STRS Reduced Workload program and Phase-In Retirement; (3) Phase-In Retirement; or (4) Pre-Retirement Banked Load Leave. The duration of the program chosen may not exceed five (5) years.

General Provisions for all programs:

- a. For the Phase-In programs, faculty may use regular or pre-retirement banked load. For the Pre-Retirement Banked Load Leave Program, only pre-retirement banked load may be used.
- b. Approval of the program is primarily contingent upon the ability of the member's department/service/program area to maintain its offerings or services.
- c. Once approved and implemented by written notification, any proposed revision or modification must be submitted in writing to the appropriate Vice President at least six (6) months before the desired modification is to begin. Any proposed modification shall be considered for approval on its particular merits and ramifications and may or may not be approved.
- d. Recommendations and approvals shall not be withheld, except for good cause and shall be based on the member's eligibility and ability of the department/service area to maintain offerings/services.
- e. For the pre-retirement banked load leave plans, the faculty member must retire at the end of the semester specified in the approved plan.
- f. Members with a Board approved *Application for Early Retirement* (described below) shall not be eligible to participate in other leaves of absence and retirement incentives such as golden handshakes.
- g. Applications for Early Retirement shall be considered on a case-by-case basis.

15.1.2 STRS Reduced Workload program:

15.1.2.1 Eligibility Requirements

To be eligible for the STRS reduced workload program, the member must meet all of the following criteria and any additional criteria as required by the State Teacher's Retirement System:

1. Be at least 55 years of age prior to the reduced workload effective date.
2. Have at least ten (10) years of STRS Service Credit.

3. be eligible to retire for service under STRS upon the completion of the reduced workload program.
4. Have been employed full-time in an academic position for a total of at least five years without a break in service, immediately preceding the beginning of the reduced workload program. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the five years of full-time service requirement.

Provisions of Program

1. The member's workload may be reduced to a minimum of 50% for each year of the reduced workload program. The member must work a minimum of a 50% workload for the academic year, which can be averaged over the term of the year.
2. If the member wishes to work a different reduced workload each year of the program, the member must obtain an approval of the change in assignment each year, which shall result in formal action by the Board and STRS.
3. The faculty member shall be paid a pro-rated salary based on the percent that the reduced workload bears to a full-time workload.
4. The faculty member shall receive STRS credit that he or she would have received if he or she had continued as a full-time employee.
5. The faculty and the District shall both continue to contribute to the STRS the amount each would have contributed if the faculty member had continued to work on a full-time basis.
6. The faculty member on the reduced workload program shall continue to receive the fringe benefits the member would receive had the member continued to work on a full-time basis.
7. This program may only be revoked by mutual consent of the District and the member subject to STRS regulations.

15.1.3 Combination STRS Reduced Workload Program and Phase-In Retirement

15.1.3.1 Eligibility Requirements

15.1.3.2 The eligibility for this program is the same as the STRS reduced workload program described in Article 15.1.2.1 with the following additional requirement—the faculty member must have and use regular and/or pre-retirement banked load.

Provisions of Program

1. The member’s workload each year shall consist of a STRS reduced workload plus banked load. The STRS reduced workload must be a minimum of 50% for each academic year of the program. When combined with banked load, the member’s total workload may range up to 100%. The banked load portion of the workload for each year may be different; however, if the member wishes to work a different STRS reduced workload assignment each year of the program, the member must obtain an approval of the change in assignment each year, which shall result in formal action by the Board and STRS.
2. When applying for this program, the member must indicate the intent to use banked load.
3. The faculty member shall be paid a pro-rated salary based on the percent that the total combined workload bears to a full-time workload.
4. The faculty member shall receive STRS credit that he or she would have received if he or she had continued as a full-time employee.
5. The faculty and the District shall both continue to contribute to the STRS the amount each would have contributed if the faculty member had continued to work on a full-time basis.
6. The faculty member shall continue to receive the fringe benefits the member would receive had the member continued to work on a full-time basis.
7. This program may only be revoked by mutual consent of the District and the member subject to STRS regulations.

15.1.4 Phase-In Retirement Program (unrelated to STRS Reduced Workload Program)

15.1.4.1 Eligibility Requirements

1. The member must be at least 55 years of age.
2. The member must have at least ten (10) years of service with the District.
3. The member must be eligible to retire for service under STRS or PERS upon the completion of the phase-in retirement program.
4. The member must have served full-time, without a break in service for at least three years immediately preceding the beginning of a phase-in retirement. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the three-year full-time service requirement.
5. The member must have and use regular and/or pre-retirement banked load.

Program Provision

1. The member's actual workload may be reduced to a minimum of 50% for each year of the phase-in program (see the exception in items 2 and 3 below). The actual workload chosen for any year of the phase-in program must then be supplemented by banked load such that the member's total combined workload is 100%.
2. For those members with 2.0 of pre-retirement banked load and regular banked load, the member's 100% workload in the academic year immediately prior to retirement may consist entirely of the pre-retirement banked load.
3. For those members wishing to retire mid-year (at the end of the Fall semester) who have at least 1.0 of pre-retirement banked load and regular banked load, the member's 100% workload in the Fall semester immediately prior to retirement may consist entirely of the pre-retirement banked load.
4. The faculty member shall receive full salary, full STRS credit and all fringe benefits.

5. The actual workload does not have to be the same each year of the phase-in program, but the member's total combined workload must be 100% for each year of the phase-in program.
6. When applying for this program, the member must indicate the intent to use banked load. Members wishing to use pre-retirement bank as specified in Items 2 or 3 above, must indicate that intent when applying for the program.
7. The phase-in retirement shall continue for the number of years initially selected by the member, up to a limit of five (5) years, or until a member ceases to be an employee of the District, whichever comes first.
8. Once approved, election to participate in this phase-in retirement program is irrevocable. The member must retire at the end of the semester specified in the program.
9. Any banked load not used for the specific purposes described in this program shall be converted to cash disbursements per Article 36.6.

15.1.5 Pre-Retirement Banked Load Leave

15.1.5.1 Eligibility Requirements

1. The member must be at least 50 years of age for PERS members and 55 years of age for STRS members.
2. The member must have at least ten (10) years of service with the District.
3. The member must be eligible to retire for service under STRS or PERS upon the completion of the retirement program.
4. The member must have served full-time, without a break in service for at least three years immediately preceding the beginning of a phase-in retirement. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the three-year full-time service requirement.
5. To take a banked load leave for one academic year prior to retirement, the member must have and use 2.0 of pre-retirement banked load. To take a banked load leave for either the Fall or Spring semester

immediately prior to retirement, the member must have and use 1.0 of pre-retirement banked load. Note, those members who also wish to use any excess pre-retirement banked load and/or regular banked load prior to retirement should apply for the Phase-In program in Article 15.1.4.)

Program Provisions

1. A member may plan a pre-retirement banked load leave of a full load (2.0) for one academic year immediately prior to retirement or may plan a pre-retirement banked load leave for one semester (1.0) immediately prior to retirement.
2. The faculty member shall receive full salary, full STRS credit and all fringe benefits.
3. A member taking a banked load leave for one academic year (2.0) must retire at the end of the academic year in which the leave is taken. A member taking a banked load leave for one semester (1.0) must retire at the end of the semester in which the leave is taken. (Note, if a member wishes to take a banked load leave for the Fall semester, but wishes to retire at the end of the Spring semester, the member should apply for the Phase-In program in Article 15.1.4.)
4. Any banked load not used for the specific purposes described in this program shall be converted to cash disbursements per Article 36.6.

15.1.6 Assignment during Early Retirement Program (except Pre-Retirement Banked Load Leave)

The assignment of a schedule to a member on one of the early retirement programs shall be made in accordance with Article 18.5.2. The President or the President's designee retains the right to make an assignment to the member. The needs of the department must be primary in the scheduling of assignments for members on Early Retirement and the member must continue to meet professional, collegial, and institutional responsibilities. Early retirement assignments include a pro-rated number of office hours and institutional responsibilities. Performance appraisals shall continue to be conducted on a regular, on-going basis.

15.1.7 Application Procedures

- A. An *Application for Early Retirement* form (WMVFT, AFT 6554 approved) is available from the Human Resources Department. The application must be completed in consultation with the Department Chair and

must be approved by the appropriate Vice President—approval shall be contingent in part upon the ability of the department to maintain its offerings or services.

The *Application for Early Retirement* shall include:

1. The type of early retirement program being chosen by the member.
 2. The effective date on which the Early Retirement program is to begin (must be the first duty day of a semester).
 3. The duration of the Early Retirement program (up to a maximum of 5 years).
 4. The proposed assignments during the Early Retirement Program (except for Pre-Retirement Banked Load Leave program).
 5. The total percentage of contract the member is proposing to work each semester.
 6. The proposed use of any banked load if that type of program is requested.
 7. The effective date of the member's retirement.
- B. An approved application must then be submitted to the College President no later than the fifth Friday of the semester prior to the semester in which the Early Retirement Program is to begin. The College President shall then make a recommendation to approve the application to the Board of Trustees.
- C. For the STRS Reduced Workload Programs:
1. After the Board takes action on the recommendation of the College President, the Human Resources Department shall complete and submit the application to the STRS for approval.
 2. The STRS Reduced Workload programs may not commence until the application has been approved by the STRS. The member shall be notified in writing by the Human Resources Department when the member's application has been approved by the STRS.
- D. For the Phase-in Retirement and Pre-Retirement Banked Load Leave Programs:

After the Board takes action on the recommendation of the College President, the member shall be notified in writing by the Human Resources Department.

15.1.8 State Compliance

The STRS Reduced Workload Program is intended to implement California Education Code Section §87483 and related government code sections. Apart from the 5-year limit on length of the program, these provisions and those of STRS shall prevail over this article's provisions.

Letter of Understanding

This Letter of Understanding is entered into between the West Valley-Mission Community College District (District) and the West Valley-Mission Federation of Teachers (WVMFT, AFT 6554) The District and WVMFT, AFT 6554 hereby agree that a Retirement Incentive Plan shall be available to eligible faculty members as described below and shall not be precedent setting.

1. Any member participating in this Retirement Incentive Plan shall be granted reemployment preference under the provisions of Article 100 if they have received a "Satisfactory" evaluation on their most recent full evaluation prior to retirement or a "Satisfactory" evaluation in their last year of full time assignment prior to retirement. NOTE: Reemployment preference is not available to those members who retire under STRS "Plus 2" since such members are not eligible to accept any type of employment from the District for a minimum of five (5) years and they are not eligible to accept employment from any public agency in California for one (1) year.
2. Eligibility Requirements: to be eligible under this incentive plan, a member must be at least age 55 and eligible to retire under the STRS or PERS system.
3. Incentive for Full-time members:
 - A. **Eligible full-time members who elect to retire in Window #1, defined as:** August 1, 2008 through August 31, 2008 shall receive payments under a Supplemental Employee Retirement Plan (SERP) under which the District will pay a plan provider 65% of the member's salary. The District shall choose the plan provider.
 - B. **Eligible full-time members who elect to retire in Window #2, defined as:** July 1, 2009 through August 31, 2009 shall have the choice of one of the following incentives:
 1. The District shall purchase two additional years of service credit for the member under the STRS "Plus 2" retirement incentive program. Note: under the STRS provisions of this program, the member is not eligible to accept any type of employment from the District for a minimum of five years and they are not eligible to accept employment from any public agency in California for one year.

OR

 - 2. The District shall make a bonus lump sum cash payment to the member equal in amount to 65% of the member's regular salary, payable within 60 days after the

member's effective retirement date.

OR

3. The District shall make a bonus lump sum cash payment to the member equal in amount to 65% of the member's regular salary payable prior to the member's effective retirement date. Prior to their effective retirement date the member shall enroll in and shall direct a portion of this bonus payment to a District 403(b) and/or 457 plan(s) up to the statutory limit(s) and subject to those plan provisions. Faculty who elect this option shall have the responsibility for enrolling in the 403(b) and/or 457 plans(s) in compliance with IRS and other legal requirements. Said funds shall be deposited in accordance with IRS regulations. The difference between the bonus cash payment and the amounts directed to a 403(b) and/or 457 plan(s) shall be paid in a lump sum cash.

4. Banked Load:

Any members who elect to retire under this retirement incentive plan who have banked load, shall "cash out" the bank per the cash disbursement chart in Article 36.6.3. The member has the option of taking a lump sum payment and this amount shall be paid to each member within 60 days of the member's effective retirement date or the member may enroll in and direct this payment to a District 403(b) and/or 457 plan(s) up to the statutory limit(s) and subject to those plan provisions. Faculty who elect this option shall have the responsibility for enrolling in the 403(b) and/or 457 plan(s) in compliance with IRS and other legal requirements. Said funds shall be deposited in accordance with IRS regulations. The difference between the lump sum payment and any amounts directed to a 403(b) and/or 457 plan(s) shall be paid within 60 days of the member's effective retirement date.

5. Incentive for Associate members:

Eligible associate members may elect to retire only in Window #2, defined as:

July 1, 2009 through August 30, 2009 and shall receive the following incentive:

The District shall purchase two additional years of service credit for the member under the STRS "Plus 2" retirement incentive program. Note: under the STRS provisions of this program, the member is not eligible to accept any type of employment from the District for a minimum of five years and they are not eligible to accept employment from any public agency in California for one year.

6. All filings of intent to retire under this retirement incentive plan:

- a. Must be made on a District-provided Retirement Incentive Plan

- Identification Document, which shall be made available to members within two weeks of Board adoption of the plan.
- b. Must include the member's effective date of retirement.
 - c. Must be received by the Human Resources Department no later than 5pm on June 16, 2008.

 - d. Must include the member's retirement incentive option.

7. Qualifications

In addition to these provisions, this retirement incentive plan is offered by the District subject to the following:

- a. For any members selecting the STRS "Plus 2" program, STRS must approve the program as per applicable Ed Code provisions AND
- b. The projected net aggregate savings from all members electing to retire under this incentive program must be at least \$350,000.

If the projected net aggregate savings is less than \$350,000, the Board of Trustees, at their sole discretion, may offer the incentive plan anyway. Members shall be notified by July 21, 2008 if the program is to be offered.

If the retirement incentive plan is offered, any members who have submitted an election to retire in Window #2 shall not be issued a March 15, 2009 notice. If the retirement incentive plan is not offered, the eligible members' elections to retire shall be null and void.

Letter of Understanding – Amendment

By this Amendment, the parties do not intend to modify the April 21, 2008 LOU (“LOU”) as it applies to members who have previously elected to retire under its terms. Instead, the purpose of this Amendment is to allow eligible members (as defined in the LOU) who have not previously elected to retire an additional opportunity to participate in the retirement incentives specified in paragraphs 3.B.1-5 of the LOU (“new participants”).

New participants must file an “intent to retire” in accordance with paragraph 6 of the LOU, except that the deadline for receipt by the Human Resources Department shall be no later than 5 p.m. of March 18, 2009.

For any new participants selecting STRS “Plus 2” program, STRS must approve the program as per applicable Ed Code provisions. If STRS does not approve the inclusion of the new participants in the program, the new participants’ elections to retire shall be null and void. In such case, the elections to retire of members participating under the original LOU shall not be affected.

The other qualifications described in paragraph 7 of the LOU shall not apply to the new participants who retire under this Amendment.

Side Letter of Understanding
BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE
DISTRICT AND THE WEST VALLEY-MISSION FEDERATION OF
TEACHERS, AFT 6554

STRS Reduced Workload Program (Article 15)

November 25, 2019

The West Valley-Mission Community College District (“District”) and West Valley-Mission Federation of Teachers (“WVMFT”) (collectively referred to herein as the “parties”) hereby enter into a side letter agreement as follows:

WHEREAS, Article 15 – Retirement, sets out various early retirement programs; and

WHEREAS, the eligibility requirements set forth in Article 15.1.2.1 do not comport with the stated requirements in the STRS regulations; and

WHEREAS, The District and the WVMFT are interested in affording the opportunity for participation to as many faculty who would, otherwise, qualify for the program;

NOW, THEREFORE, the parties hereby agree as follows:

The language of Article 15.1.2.1 shall be revised to state:

15.1.2.1 Eligibility Requirements

To be eligible for the STRS reduced workload program, the member must meet all of the following criteria and any additional criteria as required by the State Teacher’s Retirement System:

1. Be at least 55 years of age prior to the reduced workload effective date.
2. Have at least ten (10) years of STRS Service Credit.
3. Be eligible to retire for service under STRS upon the completion of the reduced workload program.

4. Have been employed full-time in an academic position for a total of at least five years without a break in service, immediately preceding the beginning of the reduced workload program. For this purpose, sabbaticals and other approved leaves of absence shall not constitute a break in service, provided any payback commitment has been fulfilled. Time spent on a sabbatical or other approved leave of absence, however, shall not be used in computing the five years of full-time service requirement.

ARTICLE 16

Calendar

16.1 Calendar

“Academic Year” means that period between the first day of a fall semester and the last day of the following spring semester, excluding any summer or winter session applicable to the collective bargaining agreement. The academic year shall be defined as at least 175 instructional days but no more than 186 instructional days, inclusive of Mondays through Saturdays, of which up to eight (8) days may be designated for staff development (including Flex Days). First- and second-year contract members shall work up to three (3) additional days to attend new faculty orientations.

16.2 Calendar Terms

The summer session is defined as beginning the day after the spring semester ends and extends through new faculty orientation days for the fall semester.

The fall semester begins with the first day of new faculty orientation days and extends through the last day of final exams in the fall semester.

The winter session dates fall between the end of the fall semester and the beginning of the spring semester.

The spring semester begins with the first day of instruction and extends through the last day of final exams in the spring semester.

Fall and Spring semester comprise the Academic Year and are referred to as the primary semesters.

16.3 Flex Day Activities

The purpose of flex day activities is to provide time for faculty to participate in development activities that are related to “staff, student, and instructional improvement” (Title 5, section 55720). Flex day activities will be coordinated through a joint staff development effort between the colleges. Representatives from WVMFT, AFT 6554, the Academic Senate and the District shall be included in the planning process for flex day activities. Flex day activities may include some activities generated at the department level.

Student needs shall be the determining factor in scheduling flex days activities. Therefore, fulltime faculty may develop alternative activities to fulfill their obligation for flex days by submitting the appropriate independent flex activity application to their Division Dean for approval one- week prior to the flex days for that semester.

Up to six hours of paid flex day activities per semester are available for Associate Faculty who choose to attend flex day activities. Payment for flex day activities is available for those who choose to attend at the Column C, Step 8 rate of the Associate Faculty Hourly salary schedule.

There shall be no obligation for Associate Faculty to attend flex day activities.

16.3.1 **Absence Reporting**

As part of the regular academic calendar, members are required to observe regular absence procedures of notification and absence reporting for flex days.

16.3.2 **Flex Day Exceptions**

Instructional schedules shall be established to meet the days and/or hours of instruction required by state mandates for specific programs.

Members teaching classes in programs with mandated days/hours not met by the flex calendar shall meet the teaching requirements of the program in lieu of flex day attendance.

16.4 **Calendars**

Academic calendars to include winter session and summer sessions shall be established for the district for at least 2 years in the future for every primary academic term. The calendars shall be determined in negotiations between the District and WVMFT, AFT 6554.

See Appendix C for the following Academic Calendars:

2022-23 Calendar

2023-24 Calendar

2024-25 Calendar

The Fall semester will be scheduled so the sixteen-week term ends no later than the week prior to the Christmas Day Holiday. The Spring semester will be scheduled so the sixteen-week term ends no later than the week prior to the Memorial Day Holiday.

16.5 **Holidays**

The Academic Calendar shall not include any instructional days scheduled on the following holidays:

- Labor Day
- Veterans' Day
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- President's Day
- Cesar Chavez Day
- Memorial Day

However, the specific dates of observance of such holidays shall be as indicated on the Academic Calendar and in compliance with Ed Code §79020.

ARTICLE 17

Load

17.1 Job Descriptions

Only the following job descriptions for full-time and associate faculty shall be included in the WVMFT, AFT 6554 contract (see Appendix D – Job Descriptions):

1. Instructor
2. Counselor
3. Librarian
4. Lab Faculty Specialist
5. Coordinator
 - a. Disabled Students Programs and Services (DSPS)
 - b. Learning Assistance and Tutorial Center (LATC)
6. Other
 - a. Department Chair
 - b. Work Experience Instructor
7. Instructional Designer
8. Articulation Officer
9. Coach

Job descriptions for all positions shall be kept by Human Resources.

17.2 Faculty Load

All English composition courses requiring recursive writing assignments totaling at least 6000 words shall be 12-hour based (or .0833 Load/Unit).

All Health Occupation Regular/Contract Instructors shall have an 11-month contract. The payment for the 11th month shall be in June and is for additional work faculty must perform annually in order to be in compliance with legal requirements to maintain licensure with the Board of Registered Nursing and all other state licensing and regulatory agencies; required certifications and mandatory continuing education necessary for clinical content expert status; attendance at clinical worksite in-services and employee mandated training and competency validations; and the review and selection of nursing program applicants. Health Occupation Regular/Contract Instructors shall submit their work plan for their additional month in accordance with Article 18.9.

Faculty shall be assigned a workload during the Academic Year (as defined in Article 16.1) based on the following charts:

<u>Load Chart (Non-Instructional Faculty) **</u>	<u>Counselors & Librarians</u>	<u>Lab Faculty Specialists and Coordinators</u>
Hrs. per week in primary assignment (Based on a 16-week semester)	32.8 hrs per week	32.8 hrs per week
Hrs. per week in preparation (Based on a 16-week semester)	3.3 hrs per week	0.0
Hrs. per week office or equivalent	0.0	3.3 hrs per week
Total hours per week (Based on a 16-week semester)	36.1 hrs per week	36.1 hrs per week
Institutional Responsibilities	78.75 hrs per semester***	78.75 hrs per semester***

<u>Load Chart (Instructional Faculty) **</u>	<u>Instructional Faculty</u>
Semester FTEF in primary assignment and preparation (Based on a 16-week semester)	1.0 FTEF per semester
Hrs. per week office or equivalent (Based on a 16-week semester for a 1.0 FTE Assignment)	3.3 hours per week
Institutional Responsibilities (Based on a 1.0 FTEF Assignment)	78.75 hours***

** These load charts are based on the currently negotiated 32-week academic year consisting of two 16-week semesters. If an academic year is negotiated for semesters that span a different number of weeks, the hours in the load chart shall be adjusted accordingly.

*** Institutional responsibilities may be conducted outside primary semester. Instructional faculty members are assigned a load of 1.0 FTEF per semester, plus 3.3 hours per week for scheduled office hours. Full-time faculty teaching in excess of a 1.0 instructional load (not including reassigned time and non-instructional load) must add 30 minutes per week of scheduled office hours for each course above the 1.0.

Non-instructional faculty members are assigned a load of 32.8 hours per week towards their primary assignment. For non-instructional faculty members with 11- and 12- month contracts, each additional month consists of 105 hours towards their primary assignment and 10 hours in scheduled office hours or scheduled preparation hours.

The parties recognize that institutional responsibilities are an essential part of the effective operation of each college under the philosophy of participatory and

shared governance. In addition, each member is responsible for 78.75 hours per semester of institutional responsibilities. A member on a reduced load shall have his/her institutional responsibility hours reduced proportionately. For non-instructional faculty members with 11 or 12 month contracts, each member is responsible for an additional 15.75 hours per month. Only the member's performance evaluation team may request a specific accounting of these hours. The issue of compliance regarding institutional responsibilities rests with the performance evaluation process. A member may, at times, conduct institutional responsibility activities outside of a primary semester, as might occur with participation on a hiring team or other activities shown in Article 21. By April 30 of (on non-appraisal years) each year, the full-time faculty member will submit as a report of their institutional responsibilities to their division dean. Full-time, tenure-track faculty in their first year are not required to submit the form.

Assigning Load on the Basis of Hours by Arrangement:

Hours by Arrangement shall be loaded based on the number of faculty contract hours with students with a base of 275

$X/275$

hour base

Where X = total hours of assignment during the semester

17.3 Full Load

A full load consists of a sufficient number of courses or other assignments worked during the academic year (as defined in Article 16.1) to total a combined load factor of 2.0. (A 2.0 load factor is equivalent to 2.0 FTEF.) It is agreed and understood that faculty members who carry a full load each semester that results in a fraction of .995 up to a 1.005, shall be credited with 1.0 load.

17.3.1 Assigning Load Value on the Basis of a Course

Courses in the curriculum shall be loaded in accordance with their load base(s). Load bases refer to the number of in-class instructional hours per week a faculty member is required to perform to achieve a 1.0 load for a semester. For example, a load base of 15 represents a faculty member working 15 in-class instructional hours to achieve a 1.0 load over a 17.5-week semester. WVMCCD operates on a 16-week semester, thus requiring adjusted hours per week and load bases.

Adjusted load bases for a 16-week semester are mathematically derived by multiplying the original 17.5-week base by 17.5, and then dividing by 16.

As an example, multiplying 15 hours per week by 17.5 weeks, and then dividing by 16 weeks makes a load base of 15 equivalent to a load base of 16.4 for a 16-week semester.

Load for a specific course is computed as follows: $X / \text{Load Base}$ Where X is the number of weekly contact hours when offered over the whole semester.

The following examples apply to full semester courses:

- A 3 hour/week course with a load base 15 offered under a 16-week calendar would be assigned a load equal to $3.28 \text{ weekly hours} / 16.4 \text{ hour base} = .200$
- A 3 hour/week course with a load base 15 offered under a 17.5-week calendar would be assigned a load equal to $3/15 \text{ hour base} = .200$
- A 3 hour/week course with a load base 18 offered under a 16-week calendar would be assigned a load equal to $3.28 \text{ weekly hours} / 19.69 = .167$
- A 3 hour/week course with a load base 18 offered under a 17.5-week calendar would be assigned a load equal to $3/18 \text{ hour base} = .167$
- A 3 hour/week course with a load base 20 offered under a 16-week calendar would be assigned a load equal to $3.28 \text{ weekly hours} / 21.88 = .15$
- A 3 hour/week course with a load base 20 offered under a 17.5-week calendar would be assigned a load equal to $3/20 \text{ hour base} = .15$
- A 3 hour/week course with a load base 21 offered under a 16-week calendar would be assigned a load equal to $3.28 \text{ weekly hours} / 22.97 = .143$
- A 3 hour/week course with a load base 21 offered under a 17.5-week calendar would be assigned a load equal to $3/21 \text{ hour base} = .143$

Load calculations are rounded to three decimal places.

Because lecture and lab contact hours that make up the unit are in multiples of 18, load for any class, regardless of class duration, can also be computed by taking $Y / (18 * \text{Load Base})$ where Y is the maximum number of contact hours on the course outline of record.

For example, a three-unit class that has two units of lecture (36 contact hours) loaded at base 15 and one unit of lab (54 contact hours) loaded at base 21, will be assigned a load of $36 / (18 * 15) + 54 / (18 * 21) = 0.133 + 0.143 = 0.276$.

The hourly base assigned to existing courses shall be based on the current electronic Master Course Listing unless negotiated otherwise in this contract or following the recommendations of the Load & Enrollment Cap Committee per Article 17.7.

17.3.2 Assigning Load Value of Individual Instruction

Work experience and directed studies assignments shall be loaded based on the total number of students for which the member is assigned responsibility:

$X / 125$ student base = 0.008 load per student

Where X = the number of work experience/directed studies students for which the member is responsible.

For example, a member assigned responsibility for 25 work experience students would be assigned a load equal to $25 / 125$ student base = .200

17.3.3 Assigning Load Value on the Basis by Arrangement

Hours by Arrangement shall be loaded based on the number of faculty contract hours with students with a base of 275

$X/275$ hour base

Where X = total hours of assignment during the semester

17.3.4 Assigning Load for Reassigned Time

Reassigned time shall be loaded based on the total hours of re-assignment during the semester:

$X / 525$ hour base

Where X = total hours of reassignment during the semester.

For example, a member performing 105 hours of reassigned time activities would be assigned a load equal to

$105 / 525$ hour based = .200

Reassigned time is part of the regular full load. Reassigned time activities shall not be allowed as overload per Article 17.6. Any single or combination of release time assignments shall not exceed 1.0 per semester.

17.3.5 Assigning Load Value on the Basis of Other Activities

Other activities shall be loaded based on the total hours of assignment during an individual semester:

$X / 525$ hour base

Where X = total hours of assignment during the semester.

For example, an assignment totaling 105 hours during a semester would be assigned a load equal to $105 / 525$ hour base = .200

17.3.6 Compensation for Activities Not in a Faculty Member's Job Description and/or Professional Institutional Responsibilities

Activities not included in a faculty member's job description and are not part of their professional institutional responsibilities may be paid by a stipend. Stipends are not for instructional service and are never to exceed the non-instructional rate. All stipends must have a clear project scope that is approved by the appropriate administrator, with a defined start and stop date. Human Resources must approve all stipends prior to the start of the activities for which faculty are compensated.

17.4 Large Classes. Large face-to-face, hybrid or distance education courses will be designated and approved as part of a traditional scheduling process, including approval by the appropriate department chair and division dean. Large face-to-face or hybrid classes will be scheduled in classrooms with an appropriate seat count, subject to room availability.

Course section loads will be set as follows:

- a. Course sections with an enrollment cap of less than 50 will have a standard load.
- b. Course sections with an enrollment cap from 50 to 69 will be loaded at 1.5 times the standard load.
- c. Course sections with an enrollment cap of 70 or above will be loaded at 2.0 times the standard load.
- d. No course sections will be loaded at more than 2.0 times the standard load.

17.5 Underloads**17.5.1 Involuntary**

In the event a member's full-time load for the academic year (the fall and spring semester) is less than 2.0, the underload shall be adjusted within two (2) years after the semester in which the underload occurs.

The faculty member shall have the option(s) of selecting which solution among a – c below is used to make up the underload. The faculty member shall also have the option of choosing more than one of the a-c options to make up the underload, subject to availability, as follows:

- a. agreeing to additional teaching load, including winter and/or summer sessions, to the extent such additional load is available (this load can be with the faculty member's primary assignment or where the member has an FSA;
- b. voluntarily withdrawing available banked hours to cover the deficit; or
- c. accepting an assignment to fulfill other duties, if offered by the Vice President.

The two-year period starts in the semester immediately following the semester in which the underload occurs. If the member cannot achieve a full load and make up any underload within two (2) years of incurring the underload, other options as outlined in Articles 22 and 23 are available.

No overload may be paid or banked while a member has an unresolved underload.

17.5.2 Voluntary:

A faculty member who wishes to voluntarily reduce his/her workload must request a leave of absence subject to one of the Leave Articles in this contract.

17.6 Overloads

Regular/contract members in satisfactory status may provide services beyond their regular load. Such overloads are subject to the provisions of Article 18.7 on Scheduling of Assignments. Underload requirements shall be fulfilled prior to

banking or receiving compensation for an overload.

Faculty members in the following categories shall not be eligible for an overload assignment:

- a. all early retirement programs specified in Article 15.1
- b. reduced contract including flexiload per Article 18.6
- c. all leaves contained within the WVMFT, AFT 6554 agreement (except conference leaves and legal & civic duty leaves).

Members eligible for an overload may choose to receive compensation per Article 13 or may choose to bank the load per Article 36; however, first-year contract members are not eligible to bank load from an overload assignment.

17.7 Master Course Listing and Load & Enrollment Cap Committee

17.8.1 Load & Enrollment Cap Committee

The Load & Enrollment Cap Committee's membership shall consist of the Vice Presidents of Instruction from each college and two WVMFT, AFT 6554 representatives (one from each college). The Associate Vice Chancellor of Human Resources shall be an ex-officio non-voting member of the Load & Enrollment Cap Committee.

Unanimous decisions and three-to-one decisions of the Load & Enrollment Cap Committee shall be implemented in the next scheduling cycle. Within two weeks of the approval, the Office of Instruction shall notify the department chair, the division dean, and the appropriate administrative specialist. In cases where the Committee remains evenly split, those cases shall be brought to Contract Administration and resolved within one semester.

17.8.1 Master Course Listing

The Vice President of Instruction's office at each college shall maintain an electronic master course listing for the college that will include all state approved courses, the number of lecture units, lab units, enrollment caps and the total load for each course. The Master Course Listing will be digital, accessible, standardized, auditable, and shared with the WVMFT, AFT 6554 President and designee. The Master Course Listing shall be updated annually in accordance with the college's catalog production to reflect any load and/or enrollment cap decisions agreed upon by the Load & Enrollment Cap Committee. The Vice President of Instruction's office at each college shall maintain the signed load and enrollment cap agreements from the Load & Enrollment Cap Committee. Any

changes to the Master Course Listing must be noticed to Contract Administration for information.

All load calculations shall be made to four decimal places and rounded to three decimal places as follows:

- a. If the fourth digit is 5 or higher, the third digit is rounded up.
- b. If the fourth digit is 4 or lower, no change is made to the third digit.

17.8.1 Load & Enrollment Cap Committee Decision Criteria

WVMFT, AFT 6554 and the District agree to include the following evaluation criteria and any others the Load & Enrollment Cap Committee deems appropriate when evaluating a course load or enrollment cap:

1. Any criteria developed must be based on the appropriate pedagogy, not on historical precedent;
2. An analysis of impact on the budget and performance goals;
3. An analysis of the load and enrollment cap of similar disciplines shall be considered; and
4. The reasonable workload required to satisfy expected pedagogical standards.

17.8.1 Implementation of Enrollment Cap Decisions

1. Existing Curriculum

Issues concerning load and class caps, for example, current load calculations that are outside contractual norms or that have computational errors, shall be brought to the attention of the Load & Enrollment Cap Committee.

Using the criteria above, all existing curriculum shall be reviewed by the Load & Enrollment Cap Committee. Decisions which change the loading or class cap of a course shall be implemented in the next scheduling cycle in which the course is offered. There shall be no retroactive recalculation of load for an individual course.

Initial maximum enrollment caps will be set for transfer level English at 25 students and it is at the discretion of faculty to add additional students.

2. New Curriculum

Using the criteria above, all new curriculum shall be reviewed by the Load

& Enrollment Cap Committee to determine whether the class has been assigned the correct load and class cap after the new curriculum is given final approval by the Board of Trustees.

17.8.1 Exceptions to an Enrollment Cap

The appropriate Vice President or designee may change a class cap that is different than the enrollment cap in the Master Course Listing. Reasons for modifying a class cap are limited to:

1. When the department chair and division dean intend to apply large class loading;
2. When the classroom is too small to accommodate the enrollment cap;
3. Equipment limitations that preclude accommodating a number of students equal to the enrollment cap;
4. Other extenuating circumstances.

When the Department Chair and Dean change a course enrollment cap the change will be temporary and the class cap will be returned to the enrollment cap in the Master Course Listing the next time the course is offered.

Faculty may elect to add students above the enrollment cap.

17.8 Noncredit Courses

17.8.1 Course Load

The load for all noncredit classes shall be determined following the same process as credit classes.

- a. Noncredit courses in the areas of instruction that fall under ESL, basic skills, short-term vocational, or workforce preparation AND are part of an approved College Development and Career Preparation (CDCP) program (either certificate of competency or certificate of completion) shall be loaded using base 18.
- b. Noncredit Older Adult courses shall be loaded using base 24.
- c. All other noncredit courses (courses that are not attached to approved CDCP programs nor Older Adult course) shall be loaded using base 21.

17.8.2 Mirroring

A noncredit course is a mirror of a credit course if the student learning outcomes, objectives, courses content, course hours/units, and homework requirements are the same or comparable. In addition, the noncredit course must have grade options as indicated on the approved course outline of record. A Noncredit course that is attached to an approved CDCP program may be offered concurrently with its mirrored credit course. Mirrored courses offered concurrently shall have their

load adjusted to be the higher of the two course loads, even if the course with the higher load is cancelled. Instructors teaching mirrored courses must meet the minimum qualifications for both disciplines. The determination on whether the courses are sufficiently comparable is made by the appropriate Vice President.

ARTICLE 18

Assignment

18.1 Intent

The intent of this article is to provide flexibility in scheduling work assignments and to ensure that regular/contract faculty maintain a full load each semester. Faculty assignments shall normally be made within the Academic Year; however, assignments outside the Academic Year may be made to satisfy the member's load obligation to the District. No such assignments outside the Academic Year shall be made without approval of the member.

18.2 Academic Year

"Academic Year" shall be as defined in Article 18.2 comprised of primary semesters as defined in Article 16.2. A faculty member shall not be required to work outside of the primary semesters, (fall and spring semesters), but may elect to do so.

18.3 Work Week

"Work week" means no more than five (5) consecutive days during a seven (7) day week. A faculty member may be assigned to no more than five (5) consecutive days during a seven (7) day week. A member shall not be required to work on weekends, but may elect to do so. (See also Ed. Code§87715).

18.4 Work Day

The District work day starts at 7:00 a.m. and extends to 10:30 p.m. Duties may be scheduled at any time during these hours to fulfill the load obligation of the member and meet the needs of the department/division, college and/or District. Other assignments may be made with the agreement of the member. A faculty member shall not be required to work more than 10 scheduled hours in a day.

18.5 Scheduling

18.5.1 Definitions

- a. A full-time load as defined in Article 17.3 of the contract is equivalent to 1.0 FTEF per semester (or a load ranging from 0.995-1.005 FTEF) and shall be calculated by adding reassigned time plus regular schedule of classes or

activities.

- b. A flexiload is a load reduction in a primary semester or of no greater than the larger of one course (a course may have a lecture and lab component) or 0.20 FTEF that is made up during the same academic year and/or winter session and/or summer session.
- c. An Overload assignment as defined in Article 17.6 of the contract may be scheduled at any time but shall not exceed a maximum of 0.40 over a 1.0 load (see exceptions noted in Article 18.7) during any part of a primary semester.

18.5.2 Regular Assignment

A contract or regular member's schedule for the academic year shall be established by seeking mutual consent between the member and the Department Chair and Division Dean. Such assignments shall, to the extent appropriate, be rotated among members on an annual basis.

When necessary to meet the needs of the District, the President or designee retains the right to assign a schedule to the member.

Under normal circumstances the following sequence of priority shall be used to assign (for all departments) a regular member's 1.0 load/semester:

- a. All regular/contract faculty in the department shall be scheduled for a 1.0 load.
- b. Next, all regular/contract members in the department with an underload from a previous semester(s), shall be scheduled sufficient additional load to make up the underload, if enough remaining unscheduled classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty) are available.

If more than one regular/contract member has an underload from a previous semester, and there are insufficient classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty) available for all such individuals to make up such under loads, the individual who has been involuntarily under-loaded for the longest period of time from that department shall have the first choice of any available classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty).

- c. Next, all regular/contract members outside the department, with an FSA in that department.

18.6 Flexiload

- 18.6.1 Tenured faculty in satisfactory status can elect to schedule their 2.0 FTEF either between the two primary semesters or the faculty member can elect to schedule their 2.0 FTEF between the two primary semesters and/or summer and/or winter sessions at full compensation. However, a flexible load cannot negatively impact the needs of the department or students.
- 18.6.2 Flexiload is made with the following conditions:
- a. During the semester in which the reduced load is taken, the member is not eligible for an overload assignment or extra stipend payment for service.
 - b. The member must submit a flexiload plan in writing prior to the start of the academic year. The plan must be approved by the Department Chair, and their designated Division Dean or Director.
 - c. No more than one third of the members in a department may be on a flexiload during the same semester.

18.7 Overload Assignments

Regular members in satisfactory status may elect to accept overload assignments. Contract members who have received a satisfactory performance appraisal and have been employed full time in the District for at least one full year may elect, with the approval of the Department Chair and the Division Dean, to accept overload assignments. First-year faculty members are eligible for overload assignments up to 0.20 with the approval of the Department Chair, Division Dean and the appropriate Vice President, and they must also have the approval of the WVMFT, AFT 6554 President or the WVMFT designee. It is highly recommended that the number of class preparations for first-year teaching faculty members be limited and therefore wherever and whenever possible, overload assignments for first-year instructors should be additional sections of courses they are already teaching, recently taught, or work not requiring additional preparation.

Elected overload assignments may be scheduled at any time but shall normally not exceed a maximum of 0.40 over a 1.0 load. (Exceptions to the 0.40 time limit are specified below.)

Such overload assignments are restricted to the following:

- a. Classes or other activities (such as those undertaken by counselors, librarians, and other non-instructional faculty) for which the member is qualified and that are not required by other regular/contract qualified members in the District in order to achieve their regular load for the current

semester or make up a prior involuntary underload. Reassigned time activities are not eligible for overload assignment.

- b. Work Experience
- c. Directed Studies. The member shall not obtain additional load for directed study students who are attending any of the member's regularly scheduled classes.
- d. Any under loaded faculty members shall not be assigned any overload with compensation or banked load until the underload is eliminated.

An exception to the maximum of 0.40 overload limit may be approved by the appropriate Vice President on a semester by semester basis for regular or contract members who have received a satisfactory performance appraisal and have been employed by the district for at least one full year.

The exceptions are as follows:

- a. A faculty member who is eligible to work an overload may work an overload that falls between 0.40 and 0.50 per semester if the faculty member's Department Chair and Dean receives written approval from the appropriate Vice President before the assignment is made.
- b. A faculty member who is eligible to work an overload may work an overload that exceeds 0.50 per semester if the following conditions are met:
 - 1. During emergency conditions when there are no other qualified faculty available to fulfill the assignment.
 - 2. Efforts have been established by the department to generate a viable associate faculty pool.
 - 3. The faculty member's department chair receives written approval from the appropriate Vice President before the assignment is made.
 - 4. 2nd, 3rd and 4th year non-tenured faculty members must also have the approval of the WVMFT, AFT 6554 President to exceed 0.5 FTEF overload

18.7.1 Under normal circumstances the following sequence of priority shall be used to assign overloads for all departments:

- a. Full-time regular or contract members of the department.

- b. Full-time regular or contract members outside of the department that have an FSA in that department.

18.7.2 If the member has an overload assignment, and a portion of their regular load is canceled for any reason, the member shall agree to include the overload assignment as part of his/her regular load. Exceptions may be authorized by appropriate Division Dean with review by the appropriate Vice President. When a full-time member's overload class has been canceled, it shall not be replaced with an overload or associate member's course already assigned to someone else.

18.8 Summer and Winter Session Assignments

All regular members and contract members in satisfactory status, with the approval of the Department Chair and Division Dean may elect to teach summer or winter session classes. Full-time members within the department shall be given preference in the assignment of summer or winter session classes in their Department and shall be given preference per Article 17.5 to fulfill a previous underload.

Summer school teaching assignments and winter session teaching assignments are made by the Department Chair, in consultation with the Dean, appropriate Vice President and with the consent of the member. The maximum summer session load shall be a total of 0.67 in any combination of courses or sessions. The maximum winter session load shall be a total of 0.400 in any combination of courses or sessions. Any request for exception to these load limitations must be submitted and approved by the appropriate Vice President.

Members electing to teach a summer or winter session class may choose to receive compensation per Article 13 or may choose to bank the load per Article 36 (unless the member is fulfilling a previous underload or if the class is part of a flexiload plan per Article 18.6); however, the following members are not eligible to bank load for summer and/or winter session classes:

1. First-year contract members (note, a faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent or more of the first academic year as defined in Article 16.1 – Ed Code §87605(c)).
2. Members on any reduced load (does not refer to faculty who are using reassigned time to make their 1.0 load).
3. Members currently participating in any of the early retirement programs specified in Article 15.1.

18.9 Ten, Eleven, and Twelve Month Contract Assignments for Non-Instructional Faculty Members

Note: Applicable to Counselors: All counselors hired prior to July 1, 1986 have the option of choosing an 11-month contract or a 10-month contract. If a 10-month contract is selected, additional time worked shall be considered an overload assignment. All counselors hired subsequent to this date are under an 11-month contract unless other provisions are made. Counselors hired under either of the contract options shall be full-time counselors.

18.9.1 When deemed most feasible by a department, by the first Friday in May of each year, each faculty member shall propose to the appropriate Department Chair and Dean his/her work schedule for the following academic year. Alternatively, work schedule proposals shall be submitted no later than a month prior to the end of a semester for the succeeding semester or term. In addition, non-instructional faculty assigned to an 11-month or 12-month contracts shall propose to the appropriate Department Chair and Dean his/her work schedule for the required additional assignments per Article 17.2. These additional assignments (1) shall be scheduled outside of the academic year, (2) may be consecutive or non-consecutive, and (3) may be variable in length, and shall include 105 hours of work in their primary assignment and 10 hours of office hours or preparation hours for each additional month of the contract. The appropriate Department Chair and Dean shall review the request and approve or return it to the faculty member for discussion:

- a. Though the appropriate Department Chair and Dean have the final decision concerning the assignment of work days, reasonable effort shall be made to accommodate the needs and preferences of the faculty member.
- b. In cases where departmental staffing needs are unmet, the first recourse will be to present the need parameters to the departmental staff for discussion. If resolution does not occur through this process, the appropriate Department Chair and Dean shall have final decision.
- c. In all cases, student needs shall be the determining factor in scheduling all non-instructional faculty members.
- d. Exceptions to scheduling as per the above procedures require the approval of the non-instructional faculty member and the appropriate Vice President or designee.

18.9.2 All holidays for the 10-month, 11-month, and 12-month contract non-instructional faculty members are the same as those defined in Article 16.4.

- 18.9.3 Retirement benefits and corresponding deductions are based on either 10, 11, or 12 contract months.

LOAD SHEETS

Each division office shall maintain electronic records of the load (assignment) that each member of the division worked for every semester. Each record shall reflect all components that make up the member's total load and overload.

ARTICLE 19

WSCH/FTE Performance Goals

19.1 Intent

The purpose of this system is to provide guidance to Departments in planning and scheduling, while ensuring that District FTES enrollment and FTEF utilization goals are met.

19.2 Definitions

19.2.1 Departments

An individual or group of individual members teaching in the same or similar areas.

19.2.2 WSCH

Weekly Student Contact Hours—a student attendance measure computed as follows: # of students enrolled as of census date x # of hours per week

WSCH is measured by individual class section, and can then be summed into departmental, Division, College, or District totals for the semester or academic year.

19.2.3 FTES

Full-Time Equivalent Students – a measure of the number of students enrolled as determined by the California Community Colleges' Chancellor's Office (CCCCO) Student Accounting Manual:

$$\text{FTES} = (\text{WSCH} \times \text{Term-Length Multiplier}) / 525$$

The District's total enrollment goals are stated in terms of FTES.

19.2.4 FTEF

Full-Time Equivalent Faculty – a measure of the work effort of instructional faculty. The work effort required for a particular class section is measured by

the “load” for that section as determined in Article 17. The work effort of one regular or contract faculty member is 1.0 FTEF per semester.

19.2.5 WSCH/FTE RATIO

A ratio of the number of students enrolled per work effort of instructional faculty. This ratio can be measured on a class section by class section basis, on a departmental basis, a college-wide basis or a District-wide basis. This ratio represents a “class-size” measure for the District.

19.3 Enrollment Goals

The District Enrollment Management Committee shall recommend to District Council the District FTES Goals, the split of the District FTES goals between the two Colleges and the split of the FTES goal between credit and non-credit instruction. WVMFT, AFT 6554 shall have two voting representatives on the District Enrollment Management Committee to be appointed by the WVMFT, AFT 6554 Council.

A. WSCH/FTEF goals for each college shall be established on an annual basis by the District as part of the budget development process, after a recommendation from a District Goals Committee consisting of:

- One faculty representative from each College;
- One WVMFT, AFT 6554 representative from each College;
- One administrator from each College; and,
- Two administrators from the District

These goals will be established within the framework of a balanced budget and will be reported to the District Council by its last meeting in November. If the District Goals Committee fails to report these goals, the District Council will recommend the goals.

The District cannot change the goals recommended by the District Goals Committee by more than 10 WSCH/FTEF without the agreement of the District Goals Committee.

These goals shall be used to determine the total instructional FTEF allotment (per the Associate Faculty Funding Model).

19.4 College Performance Goals

It is recognized that faculty have valuable knowledge and expertise in the areas of FTES enrollment, FTEF utilization, and efficiency goals. As such, the purview of the Division Council at each College shall be expanded to include these areas.

ARTICLE 20

Organizational Structure

20.1 Organization

The individual colleges, through a shared governance process, shall have the right to organize and establish their structure in a manner that meets the educational needs of the students. Any change to the job duties of Department Chairs shall be negotiated.

20.2 Notification of Modifications

Each college shall provide an organizational description and modifications as implemented to the Associate Vice Chancellor of Human Resources, who shall provide a copy to WVMFT, AFT 6554 upon request.

At the end of the Fall Semester, 2017, the Division Chair positions will be eliminated. The Parties agree to negotiate the membership of the Performance Goals Committee. The PGC will function with current membership until Spring 2018 and Article 20.* will sunset on December 31, 2017.

20.3 Department Chairs

- a. Assignment and term of Office: Department Chairs, working collaboratively with designated administrators, will oversee the operations of designated academic areas of the college. Department Chair is an 11-month position for departments and programs that offer summer courses and a 10-month position for departments and programs that do not offer summer school courses. The term of office is 2 years.
- b. Department chair assignments shall be determined by the Vice President of Instruction based upon the recommendation of the department faculty and in consultation with the Division Council based on the size and complexity of the assignment.
- c. Department Chairs shall be appraised in accordance with Article 24A.
- d. Department Chairs may be awarded reassigned time per Article 20.4.
- e. Election to Office: Department Chairs shall be elected in accordance with procedures developed by the faculty within the department.
- f. If the current Department Chair cannot or does not wish to serve out the remaining term in office, then an election shall be held on an as-needed basis in accordance with the department's procedures.

- g. Each Department Chair shall be given a minimum of 0.20 FTEF reassigned time per semester.
- h. Nothing in this section will preclude the Vice President of Instruction from exercising his/her discretion to realign department chair assignments, in consultation with the Division Council.

20.4 Released/Reassigned Time

- a. 14.0 FTEF of released/reassigned time shall be distributed for the sole purpose of Department Chairs to Mission College each academic year. 14.0 FTEF of released/reassigned time shall be distributed for the sole purpose of Department Chairs to West Valley College each academic year.
- b. The allocation of reassigned time to specific Department Chairs beyond the minimum 0.20 FTEF shall be determined by the Vice President of Instruction in consultation with the Division Council based on the size and complexity of the department.
- c. Increase the total release/reassigned time to 14.0 FTEF for each college.

20.5 The District, in consultation with WVMFT, AFT 6554, will create a new Division Council made up of one Department Chair and a dean from each division to provide the consultative role previously provided by Division Chairs.

ARTICLE 21

Institutional Responsibilities

21.1 Definition

Institutional Responsibilities are functions and tasks essential to the ongoing operation and effective achievement of department/division, college and district programs.

21.2 Institutional Responsibility Requirement

Each member is responsible for 78.75 hours per semester of institutional responsibilities in accordance with Article 17.2. (except first-year tenure-track faculty). A member may, at times, conduct institutional responsibilities outside a primary semester, as might occur with participation on a hiring team or other activities shown in Article 21.3.

A faculty member's Institutional Responsibilities must be executed and completed in accordance with any established policies, procedures, and timelines applicable to that activity. Faculty member participation in shared and participatory governance committees and related work is encouraged. Faculty should work collaboratively with their Department and Dean to identify other institutional responsibility assignments. Faculty members will self-report their Institutional Responsibilities yearly through the Institutional Responsibility Form. Compliance for Institutional Responsibilities are part of the Faculty Appraisal Process in accordance with Articles 24A and 24B.

21.3 Examples of Institutional Responsibility

Examples of the kinds of tasks and functions considered to be Institutional Responsibilities include, but are not limited to, the following:

- participate in the development of the department schedule.
- participate in completing program review; including setting and assessing department goals; budget; and needs.
- research, recommend and provide rationale to department for new equipment/facilities/inventory, and lab materials.
- setting and assessing course and program level student learning outcomes.
- participate in the development, preparation and monitoring of the department's budget.

- participate in the recruitment/selection/hiring of associate and/or full-time faculty.
- participate in performance appraisal of personnel.
- act as mentors for associate and/or full-time faculty.
- provide leadership for department in recruiting and retaining students in coordination with marketing, counseling and other college/district personnel including but not limited to developing community connections, to provide mentoring, work experience and job opportunities for students within the department as approved by the Division Dean.
- participate in the revision of existing curricula and development of new programs and curricula.
- participate in the enrollment management of the department/program and provide recommendations to the department and appropriate administrator.
- act as advisor for student clubs.
- participate on department/division, college or District committees in the spirit of shared and participatory governance, including as an uncompensated representative of WVMFT.
- assume responsibility for unique department functions as by appropriate authority.
- represent department on selection of college/District personnel.
- participate in preparation and completion of accreditation materials, including activities related to specific program-based accreditation or licensure requirements.
- assume responsibility as requested by division deans or department chairs to further goals and functions of the department/division.
- serve as department liaison for course content articulation with high schools, four year institutions and the business community, as approved by the Division Dean.

21.4

Activities for which a member receives Reassigned Time, stipend compensation or Professional Growth and Development (PG&D) credit

shall not be considered institutional activities by the Appraisal Team. However, when these same activities require time over and above the allotted Reassigned Time, stipend compensation, or professional growth credit, the member will work with their Dean to include these as part of their institutional responsibilities.

ARTICLE 22

Administrative Change to Member's Permanent Assignment

22.1 Purpose

This article is for full-time members who are unable to continue fulfilling their load requirement in their current permanent assignment(s).

22.2 Definitions

A. Permanent Assignment

A member's permanent assignment is the position or positions in the District Position Control File that the member is currently filling. As a result of implementing the options in this article, the member shall be filling all or part of a new permanent position or positions in the District Position Control File.

B. Transfer

A transfer is the reassignment of a member from the college or department where presently assigned to fill a full-time vacancy in which the member meets the minimum qualifications or equivalencies. The vacancy may be in another department at the same college or in the same or a different department at the other college.

C. Split Assignment

A split assignment is one in which a member holds permanent assignments in more than one department in which the member meets the minimum qualifications or equivalencies within the District.

D. Concurrent Assignment

A concurrent assignment is one in which a member holds permanent assignments in which the member meets the minimum qualifications or equivalencies at both Colleges.

22.3 Procedures

- A. The Division Dean and the appropriate Vice President shall be notified by the member and the Department Chair if it is determined that the member no longer is able to maintain a full load within the member's Department. The determination shall be made through program review and the performance goals process or by the member and/or the Department Chair. The appropriate Vice President shall notify the Associate Vice Chancellor of Human Resources and WVMFT, AFT 6554.
- B. After having met with the member to discuss assignment preferences and other options (such as retraining), the Department Chair and Division Dean shall meet with the appropriate Vice President to ascertain alternatives for the member. The evaluation of alternatives shall include consultation with all affected departments and all affected departments may submit, in writing, an analysis of the impact on the department of any member reassignment.
- C. After consultation with the appropriate college President, the Vice President shall meet with the member to make the administrative assignment to maintain load.
- D. The member shall receive written confirmation of the assignment within ten (10) days after the consultation meeting with the college President. Copies shall be sent to the member's official personnel file, affected departments, WVMFT, AFT 6554 President, and the Associate Vice Chancellor of Human Resources.

22.4 Member's Rights

- A. Under this article, a member holding a permanent assignment in more than one department has the same rights and privileges of regular members of the involved departments.
- B. The member who receives an administrative assignment to maintain load shall have the same voting privileges in each department as other members in all departments to which the member is assigned. The member shall have only one vote on any Division- or College-wide issue.
- C. If seniority is used for any purpose within a department (such as the assignment of overloads), then seniority within the department shall be based on the date a member enters the department. Note, seniority within

a department does not supersede the seniority rights established by law for purposes of a reduction in force (See Article 26).

ARTICLE 23

Voluntary Changes to Permanent Assignment

23.1 Purpose

This article is for full-time members currently fulfilling their load requirement in specific permanent assignments who voluntarily wish to change part or all of their permanent assignment—if the change is not made, the member would continue to fulfill their load requirement in their current assignment.

23.2 Definitions

A. Permanent Assignment

A member's permanent assignment is the position or positions in the District Position Control File that the member is currently filling. As a result of implementing the options in this article, the member shall be filling all or part of a new permanent position or positions in the District Position Control File.

B. Transfer

A transfer is the reassignment of a member from the college or department where presently assigned to fill a full-time vacancy in which the member meets the minimum qualifications or equivalencies. The vacancy may be in another department at the same college or in the same or a different department at the other college.

C. Split Assignment

A split assignment is one in which a member holds permanent assignments in more than one (1) department in which the member meets the minimum qualifications or equivalencies within the District.

D. Concurrent Assignment

A concurrent assignment is one in which a member holds permanent assignments in which the member meets the minimum qualifications or equivalencies at both Colleges.

Categorically funded faculty are not eligible to apply for a split assignment under this Article.

23.3 Member's Rights

- A. Under this article, a member holding an assignment in two (2) departments has the same rights and privileges as other members of the involved departments.
- B. The member who receives a voluntary assignment shall have the same voting privileges in each department as other members in both departments to which the member is assigned. The member shall have only one (1) vote on any Division- or College-wide issue.
- C. If seniority is used for any purpose within a department (such as assignment of overloads), then seniority within the department shall be based on the date a member enters the department. Note, seniority within a department does not supersede the seniority rights established by law for purposes of a reduction in force (See Article 26).

23.4 Procedures to Implement a Voluntary Transfer

- A. All regular/contract faculty positions shall be posted on the District's web page by Human Resources for ten (10) working days. Tenured faculty may request a transfer by completing the appropriate paperwork as required in the job posting.
- B. All tenured faculty who submit the required documents by the deadline date as directed in the job posting and who meet the minimum or equivalent qualifications shall be interviewed prior to external recruitment. The same selection documents must be used by the Hiring Committee for both the internal and external recruitments.
- C. At the completion of the consideration of the internal candidates, the Hiring Committee may determine that they also wish to consider external applicants. The Human Resources Department shall notify the candidates, in writing, of the decision. Internal candidates shall continue to be considered unless they choose to withdraw their candidacy.

23.5 Procedures to Implement a Split or Concurrent Assignment

In order to implement a split or concurrent assignment, a member must initiate the application process in the semester prior to the semester in which the new assignment is to become effective. Prior to submitting any application, the sending department (the department the member is leaving) must put in writing, with appropriate rationale, that it:

1. Approves or disapproves the member's request to split load.
2. Has adequate staffing or has sufficient allocation to replace the member if necessary to maintain program vitality.

For a single-member department, or members without a departmental assignment, recommendations shall be approved by the Division Dean.

A. Application Process

The requesting member may submit a completed application to Human Resources up to the end of the eighth week of the semester. The application shall include:

1. The department and assignment requested.
2. Summary of the member's minimum qualifications, credentials and/or equivalencies.
3. The written documentation from the sending department.

B. Human Resources Review

Within ten (10) working days of receiving the completed application, the Human Resources Department shall complete a review of the application.

1. The application shall be reviewed by Human Resources to ensure the member meets the minimum qualifications for the desired load.
2. Those applicants not meeting the minimum qualifications shall be notified in writing and shall be provided information regarding the equivalency application process. If the member subsequently qualifies under the equivalency process, the member must then re-apply no later than the end of the eighth week of the semester.

3. Applications of the members meeting the minimum qualifications shall be forwarded to the appropriate college President.

C. President's Review

Within ten (10) working days of receiving the completed application from Human Resources, the College President shall complete a review of the application.

1. The application shall be reviewed by the College President for funding and program considerations.
2. If the College President identifies any potential problems, the College President shall notify Human Resources. Human Resources shall then notify the member.
3. If the College President does not identify any potential problems, the application shall be forwarded to the receiving department.

D. Receiving Department Review

Within ten (10) working days of receiving the completed application, the receiving department shall complete a review of the application.

1. The Department, with the Division Dean, shall review and make a recommendation on each application.
2. The criteria that they shall use to evaluate each application shall include:
 - a. That a minimum of 2.0 FTEF annually of associate members be maintained in the department after the assignment has been made. For a department with less than 2.0 FTEF, approval of the President or designee is required before accepting a member with a split load.
 - b. That the requesting member has the ability and is qualified pursuant to State and local minimum qualifications to teach a variety of courses within the discipline.

- c. That the requesting member has had satisfactory evaluations within the last three (3) years.

E. Receiving Department Options

- a. If the decision is made to accept the member into the receiving department, the Division Dean shall notify the appropriate Vice President within five (5) working days of the completion of the receiving department review. The Vice President shall notify the member of the decision and initiate a Position Action Request to implement the change.
- b. If the decision is made to reject the applicant, the Department must notify the Vice President, in writing, of the rationale for rejection within five (5) working days of the completion of the receiving department review. The Vice President shall notify the member of the decision. The Department Chair and the Division Dean shall meet with the member to review the rationale for rejection within ten (10) working days of the completion of the receiving department review.

F. Effective Date of the Split Load Assignment

If approved, the split or concurrent load assignment shall become effective the subsequent academic semester.

G. Appeal

A rejection of the request at any step in the process may be appealed to the College President (of the college of the receiving department) within ten (10) working days of the notification of the decision. The decision of the President shall be final.

23.6 Grievability

Only compliance with the above processes is grievable. The outcome is not grievable.

Letter of Understanding

WVMFT, AFT 6554 and the District agree that the deadline/timeline provisions as specified in Article 23 shall be waived for the academic year 2006-2007 only.

ARTICLE 24 A

Performance Appraisal – Regular Tenured Faculty

24A.1 Introduction

The primary goal of performance appraisal is the improvement of the quality of the educational program. The process should promote professionalism, enhance performance, recognize excellent performance, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture competence; to identify standard performance and indicate areas where improvement is desirable; to identify performance that requires improvement; and to identify performance so unsatisfactory that termination may be recommended.

Consistent with the primary goal of appraisal, the Self-Appraisal, is an integral part of the process as it provides the individual faculty member an opportunity for introspection, reflection and planning. It points out areas of significant competence, effort and contribution made by the appraisee. It also addresses specific recommendations, if any, made on the appraisee's last appraisal cycle.

Excellence in performance is crucial to maintain and extend the learning presently shown by students at Mission and West Valley Colleges.

The appraisal system focuses on the following, in support of the member maintaining employment status: measuring performance in an objective, unbiased manner while providing useful feedback. The appraisal ensures that appropriate recognition occurs, encourages continued participation in professional development, and recommends appropriate training opportunities are recommended for members as needed.

The Performance Appraisal of a member shall take into account the total assignment of the member and include the following:

24A.1.1 Procedural Overview

1. **Team Formation** (Article 24A.5.1 or 24A.5.1.1)
Related form is: **Form A - Appraisal Team Membership**
2. **Pre-Appraisal Conference** (Article 24A.6.2)

Related form is: **Form B - Pre-Appraisal Conference**

3. **Observations** (Article 24A.6.3)

Related form is: **Form C - Observations/Visitation Report**

4. **Appraisal**, (Articles 24A.4.1 & 2 and Article 24A.3.5)

Related forms are:

- **Form D - Faculty Self-Appraisal**
- **Student Surveys:**
 - **Form E1 - Student Survey**
 - **Form E2 - Student Survey for Distance Education**
 - **Student Survey Summary**
- **Form H1 - Professional, Collegial & Institutional Responsibility Criteria** *(completed by Appraisal Team Leader in consultation with the Division Dean and Department Chair)*
- **Form I - Institutional Responsibility** forms for the appraisal cycle

Forms required only for Reassigned Time assignments of at least 20% per semester during the appraisal cycle (Article 24A.3.5):

- *Form F - Reassigned Time Faculty Appraisal Peer Survey*
- *Reassigned Time Peer Survey Summary Form(s)*
- *Form G - Reassigned Time Faculty Appraisal*

5. **Post Appraisal Conference** (Article 24A.6.5)

Related forms are:

- **Form J - Appraisal Summary Conference/Recommendations**
- **Form K - Sign-Off Sheet**
- **Plan for Corrective Action** *(Required only if faculty member received a Performance Appraisal Recommendation of "Needs-to-Improve" or "Unsatisfactory" in Professional, Collegial, and/or Institutional Responsibility Criteria).*

By mutual consent, videotapes or other recording devices may be used. Anonymous letters or materials, excluding student survey data, will not be used in the process.

24A.2 **Definitions**

- A. The Academic Year begins July 1 and ends June 30.

- B. Faculty member under this article is any bargaining unit member who has achieved tenure.
- C. Performance Appraisal is a written review of the member's performance.
- D. Plan for Corrective Action: A written plan developed by an Appraisal Team for members in Needs-to-Improve or Unsatisfactory status. The plan will reflect specific actions, recommendations, and timeline for improvement.
- E. Satisfactory: Member is meeting the criteria as outlined in Articles 24A.4.1-24A.4.3.
- F. Needs-to-Improve: Member is consistently not meeting the preponderance of the criteria listed in one or more of the criteria categories outlined in Articles 24A.4.1 – 24A.4.3. It is anticipated that the behavior(s) can be improved and the member will be given the opportunity to return to Satisfactory status by following the process outlined in Article 24A.8.
- G. Unsatisfactory: Member is unable or unwilling to move out of Needs-to-Improve in one or more of the categories outlined in Articles 24A.4.1 and/or 24A.4.3

24A.3 **Frequency of Appraisals**

24A.3.1 Except for annual appraisal surveys, regular members in Satisfactory status shall be appraised once every three academic years. Time spent on leave may postpone, but not cancel, an appraisal. Additional appraisals focusing on specific areas may occur with the concurrence of the Department Chair, Dean and appropriate Vice President with notification to the appropriate WVMFT, AFT 6554 grievance officer if:

- a. Complaints are received which are of a serious nature that relate to the criteria for appraisal, as set forth in Article 24A.4.
- b. Appraisal surveys indicate that a problem may exist.
- c. A member reverts to or continues to exhibit performance deficiencies that formerly placed him/her on Needs-to-Improve.

- d. A member consistently fails to meet a significant number of the criteria for Performance Appraisal of regular members as outlined in Articles 24A.4.1 – 24A.4.3.
- e. A member consistently fails to meet usual record-keeping obligations and timelines (grade, census roster, early progress reports, SLO assessment reports, program reviews, etc.).

These additional appraisals will have appropriate timelines developed as they occur.

24A.3.2 Regular members in Needs-to-Improve status will be appraised every semester according to the process outlined in Article 24A.8.

24A.3.3 Regular members in Unsatisfactory status will be appraised every semester according to the process outlined in Article 24A.11.

24A.3.4 In a non-appraisal semester, if a regular member is assigned classes not in the regular member's primary discipline, the member shall be appraised by the department involved utilizing the process outlined in Article 108.

In an appraisal year, regular members shall not be assigned non-overload classes outside their primary discipline, unless necessary to provide the member with a full load. When members are assigned classes outside their primary discipline as part of their regular load, one of the faculty team members will be from that discipline.

24A.3.5 **Reassigned Time**

Regular faculty who are reassigned with at least 20% Reassigned Time during any semester except if funded and supervised outside the District (e.g., WVMFT, AFT 6554 and State Academic Senate) will be appraised on the performance of Reassigned Time activities prior to Week 13 during the term of the assignment. If the Reassigned Time assignment continues for more than one academic year, appraisal shall be on an annual basis during the Spring semester. At the beginning of the assignment for Reassigned Time, the regular member shall meet with the appropriate administrator/designee to establish written goals for the Reassigned Time and set a date (or dates) for meeting to assess progress toward those goals. The appropriate Vice President will determine which administrator or designee will oversee and complete the appraisal process for the Reassigned Time.

The Reassigned Time Appraisal shall include a Peer Survey. When the Reassigned Time is in the position of Department Chair, the survey shall be administered to all academic and classified members of the Chair's department. For all other Reassigned Time positions, the Peer Survey shall be administered to all division deans and department chairs that work with the member in that assignment. Results of any Reassigned Time appraisals shall be forwarded to the appropriate Vice President for inclusion in the next full Performance Appraisal of the member.

Outcomes of the appraisal of the Reassigned Time assignment may be:

- a. Satisfactory. If the outcome is Satisfactory, the assignment will continue.
- b. Needs-to-Improve. If the outcome is Needs-to-Improve, the appropriate administrator/designee will work with the member to develop a Plan for Corrective Action.
- c. Discontinuance. If the outcome is not Satisfactory, the Reassigned Time may be discontinued at the option of the appropriate administrator/designee.

24A.3.6 **Pending Resignation or Retirement**

When a regular member's year of retirement or resignation coincides with an appraisal year, the Performance Appraisal Process may be waived, except when the member wants to earn Re-Employment Preference as an associate member (see Article 15.1.5). The member's written letter of intent to resign or retire on file with the District will serve as notification to the appropriate Vice President who may approve the waiver.

24A.4 **Criteria for Appraisal of Regular Members**

All criteria appropriate to the member's assignment included in this section will be used in the Performance Appraisal Process.

24A.4.1 **Professional Criteria Category**

Each member shall:

- a. Demonstrate currency and depth of knowledge of the field in the performance of assignment.
- b. Demonstrate the ability to communicate subject matter clearly, correctly and effectively.
- c. Demonstrate an ability to achieve objectives in area of assignment.
- d. Demonstrate an ability to adapt methodologies for students/clientele with special needs and different learning styles.
- e. Demonstrate regular substantive student contact for courses offered either fully or partially through Distance Education.
- f. Utilize methods and materials appropriate to the subject matter.
- g. Demonstrate evidence of careful preparation and organizational skills in area of assignment.
- h. Implement the Course Outline of Record
- i. Provide clear assignments or directives to students and regularly inform students of academic standing in class.
- j. Provide for each student a current course syllabus as required by Title 5 that includes SLOs, classroom procedures, requirements, and grading policies and provide a copy to the Division Office.
- k. Demonstrate a commitment to student learning by beginning and ending classes according to schedule, holding regular office hours, and meeting student needs as professionally required.
- l. Evidence currency in the field through participation in activities such as professional conferences, workshops, seminars, webinars, presentations, professional activities, exhibitions, or publications. Currency in the field may also be demonstrated by the currency of course materials and teaching methods.
- m. Meet Record-Keeping obligations on time, e.g., grades, requisitions, schedules, textbook orders, rosters.

- n. Work with classified personnel in an effective manner in those areas related to instruction and institutional goals.
- o. Participate in the process of SLO assessment and evaluate and use the results of these assessments in the process of continuously improving student learning.
- p. Participate in the process of SLO assessment and evaluate and use the results of these assessments in the process of continuously improving student learning.
- q. Participate in the process of Program Review (Article 21).
- r. Participate in the process of creating and updating curriculum. (Article 21).

24A.4.2 Collegial Criteria Category

Each member shall:

- a. Work cooperatively within the college community.
- b. Foster an environment that protects academic freedom within the college community.
- c. Foster a positive working environment that is free from harassment, prejudice, and/or bias.
- d. Demonstrate positive communication skills within the college community.
- e. Demonstrate a respect for the dignity of each individual.
- f. Foster an environment that promotes equity, inclusion, and equal opportunity for students and employees of the District.

24A.4.3 Institutional Criteria Category

Each member shall:

Evidence a commitment to his/her department/division, college and District by fulfilling his/her Institutional Responsibilities as outlined in Article 21.

24A.5 **Team Membership and Responsibilities**

24A.5.1 **Team Membership**

Except in the case of a Reduced Appraisal Process (see Article 24A.5.1.1) the Appraisal Team shall be composed of two regular faculty in Satisfactory status, within the member's department, Division, or related discipline, and the appropriate Division Dean. In extenuating circumstances, as determined by the appropriate Vice President, the Vice President may appoint an alternate administrator. When the member is assigned a .4 load outside the member's primary discipline, one of the two regular faculty assigned to the Appraisal Team shall be from that discipline. The Appraisal Team members may not have been appraised by the appraisee during the last or current appraisal cycle. On alternate appraisal years, one of the faculty members shall be a regular faculty from outside the appraisee's department. The Appraisal Team has the exclusive right to include a non-voting external participant for content expertise if that content expertise is not available within the bargaining unit. The selection of the person having content expertise is subject to approval by the appraisee.

Except in the case of departments with only one or two full-time faculty members, faculty team members will be recommended by the Department Chair and Dean and be forwarded to the appropriate Vice President for approval. The administrative team member will be recommended by the Division Dean and forwarded to the appropriate Vice President for approval. When the Department Chair is being appraised, the Division Dean, in consultation with the faculty in the department, will recommend the faculty and administrative Appraisal Team to the appropriate Vice President.

In the case of departments with one or two full-time faculty members, the Division Dean will recommend Appraisal Teams for those areas and forward to the Vice President of Instruction for approval.

The leader of the Appraisal Team shall be elected by its members.

On an as-needed basis, the Appraisal Team Leader may invite an additional administrator to serve as a non-voting member of the Appraisal Team. If a regular faculty member has received a Needs-to-Improve or an Unsatisfactory performance appraisal, the composition of the Appraisal Team varies. (See Articles 24.A.8 or 24A.12 as appropriate.)

The Professional & Collegial Responsibility Form will be completed by the Appraisal Team Leader in consultation with the Division Dean, and the Department Chair, if the Chair is not the Appraisal Team Leader or the appraisee.

In order to allow time for other Institutional Responsibilities, members, other than the Department Chair, should not serve on more than five (5) Appraisal Teams within one (1) academic year.

If the appraisee has sufficient concern that a member of their Appraisal Team will not be able to serve on the team in an equitable and collegial manner, or if a team member has evidenced their inability to do so, the appraisee may contact their WVMFT, AFT 6554 representative. The WVMFT, AFT 6554 will arrange and attend a conference with the appraisee and the Director of Compliance or their designee, after which the Director of Compliance shall issue a formal recommendation on team membership.

For the purposes of this section “equitable” means able to appraise the appraisee without regard to factors that do not pertain to the contractually-established appraisal criteria and in a manner consistent with standards and expectations applied to other faculty. Collegial has the same meaning as in Article 24A.4.2.

24A.5.1.1 Reduced Appraisal Process

When a Regular Faculty member receives three consecutive Satisfactory appraisal outcomes the next regular appraisal process will be as follows:

- a. The Appraisal Team will consist of two members, either two faculty members in Satisfactory status or one faculty member in satisfactory status and one administrator appointed by the Division Dean, in consultation with the Department Chair. The faculty Appraisal Team members may not have been appraised by the appraisee during the last or current appraisal cycle.
- b. The Pre-Appraisal Conference and submission of the Pre-Appraisal form.
- c. Only one classroom observation needs to be performed by each team member.

- d. Appraisal surveys will be done for all sections during the appraisal year; however, appraisal surveys will not be required during non-appraisal years.

Successive appraisals of a member in Reduced Appraisal status are not to be conducted by the same faculty member(s).

If the appraisee has sufficient concern that a member of their Appraisal Team will not be able to serve on the team in an equitable and collegial manner, or if a team member has evidenced their inability to do so, the appraisee may contact their WVMFT representative. The WVMFT will arrange and attend a conference with the appraisee and the Director of Compliance or their designee, after which the Director of Compliance shall issue a formal recommendation on team membership.

For the purposes of this section “equitable” means able to appraise the appraisee without regard to factors that do not pertain to the contractually-established appraisal criteria and in a manner consistent with standards and expectations applied to other faculty. Collegial has the same meaning as in Article 24A.4.2.

24A.5.2 The Appraisal Team Leader is responsible for ensuring that the appraisal process is completed in accordance with the appropriate provisions and timelines of the contract. The responsibilities of the Appraisal Team Leader will include at least the following items:

- a. Obtaining a list of any recommendations resulting from the appraisee’s prior appraisal and surveys done during intervening years kept in the appropriate Vice President’s office.
- b. Scheduling and conducting the Pre-Appraisal Conference.
- c. Coordinating appraisal observations from all members of the Appraisal Team and completing a Professional & Collegial Responsibility Form in consultation with the Division Dean, and the Department Chair if the Chair is not the Appraisal Team Leader, or the appraisee and surveying other appropriate administrative and other personnel regarding the performance of responsibilities that cannot be assessed by a classroom observation, and summarizing such input for inclusion in the Post- Appraisal Conference. For all appraisal cycles, the appraisee may provide a list of administrative or other personnel who have personal knowledge

of the appraisee's performance, or expertise regarding the area of the appraisee. When such a list is provided, the listed individuals shall be called upon by the Appraisal Team Leader to provide input.

- d. Ensuring that the Student Surveys are completed in a timely manner.
- e. Obtain the Institutional Responsibility forms from the appraisal cycle.
- f. Reviewing the results of the Pre-Appraisal conference, the Self-Appraisal, Faculty Peer Observations, Administrative Observation, Distance Learning Observation forms, Reassigned Time Appraisals, Professional & Collegial Responsibility form, Student Survey Summary and comments, and other information such as commendations, attendance, course syllabi and drop/retention rates with the team.
- g. Preparing for and conducting the Post-Appraisal Conference. Prior to the post-appraisal conference, working with the other team members, the Appraisal Team Leader will compile and prepare all of the appropriate documents for the conference using the criteria from Article 24A.4 and following the process specified in Article 24.A.6.
- h. Completing the Performance Appraisal Summary form and ensuring that the appropriate documentation is submitted to the appropriate Vice President or designee.

24A.6 **Appraisal Process**

24A.6.1 The appraisee will obtain a copy of the previous team's recommendations (if any) from the current team leader. The appraisee will complete a Self-Appraisal on the Self-Appraisal form.

24A.6.2 **Pre-Appraisal Conference**

By the end of the 5th week of the semester, the Appraisal Team will meet with the member to discuss the Faculty Self-Appraisal, the elements of the appraisal, and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, and establish expectations as defined in the job description. Documents related to the appraisal process will be distributed.

24A.6.3 **Observations**

There will be a minimum of one observation by each member of the Appraisal Team. Observations may be conducted without advanced notice, except that at least one observation per appraisal cycle shall be scheduled with the approval and coordination of the appraisee. Observations should be completed no later than Week 13 of the semester. Observations will include activities appropriate to the member's service area(s). If the class section observed is a Distance Education section, the Appraisal Team member will have access to, and will review instruction and faculty-student interaction through the course content management system, which shall include at least one three-week time period identified by the appraisee. Appraisal Team access to the course shell shall be terminated upon completion of the appraisal. In addition, the Appraisal Team member and the appraisee may arrange for one on-campus observation, skype or video conference of that section. If a work experience instructor is being observed, the Appraisal Team member and the appraisee shall arrange for one on or off-campus observation as appropriate.

24A.6.4 Appraisal Surveys

24A.6.4.1 Classroom Activities

Appraisal Year. Student Surveys will be conducted using the official District/WVMFT, AFT 6554 forms in each class section during one semester of the appraisal year. Surveys will be completed between Weeks 6 and 13. When administering student surveys, a member of the Appraisal Team or its designee, shall read the written instructions to the class and distribute the appraisal forms. That person will inform the students that ratings and written comments will be used in the appraisals and that the instructor will not have access to the written comments until after grades are recorded. A person other than the appraisee will be designated to collect the completed appraisal forms and return them immediately to the Division Office or appropriate collection point. The appraisee will leave the room while students fill out the appraisal surveys. For Distance Education Courses, the Student Surveys will be administered by the Office of Instruction electronically. Student Surveys will be sent to the students to complete for at least a two-week window between Weeks 6 and 13.

Non-Appraisal Year. Each regular faculty member not on Reduced Appraisal Process (see Article 24A.5.1.1) will have Student Surveys using official District/WVMFT, AFT 6554 form conducted for at least one course selected by the Dean every year. The appraisal will follow the procedure described in the

preceding paragraph between the 6th and 13th of the semester. The Student Surveys are to be for the purpose of providing valuable feedback for faculty members. The Student Surveys will be reviewed by the Dean and the faculty member. The summarized results will be reviewed and retained by the appropriate Vice President and forwarded to the Appraisal Team Leader during the next appraisal process.

For all Student Surveys, the Office of Instruction will ensure that the students' written comments are separated and forwarded only to the Appraisal Team Leader, who shall give them to the appraisee only after grades are submitted.

24A.6.4.2 Non-classroom Activities.

Each faculty member will complete, and submit to the Department Chair and Division Dean, an Institutional Responsibilities Form each academic year, which will be considered by the member's Appraisal Team as part of the Performance Appraisal Process. These forms will be reviewed and retained by the appropriate Vice President and forwarded to the Appraisal Team Leader during the next appraisal process. For Distance Education Courses, the Student Surveys will be administered by the Office of Instruction electronically. Student Surveys will be sent to the students to complete for at least a two week window between Weeks 6 and 13.

The Professional & Collegial Responsibility Form will be completed by the Appraisal Team Leader in consultation with the Division Dean and the Department Chair if the Chair is not the Appraisal Team Leader, or the appraisee.

24A.6.5 Post-Appraisal Conference

At the conclusion of the appraisal, there will be a Post-Appraisal Conference with the appraisee and the Appraisal Team to discuss the outcomes of the appraisal and other information such as commendations, Professional & Collegial Responsibility form, Institutional Responsibility forms for the appraisal cycle, attendance, course syllabi and drop/retention rates. Performance on Professional, Collegial, and Institutional Responsibilities will also be discussed and comments written on the final Performance Appraisal Summary Form. The Post-Appraisal Conference shall be completed and the Performance Appraisal Summary Form will be signed by all team members.

The Department Chair and Division Dean will be informed by the Appraisal

Team Leader of the outcome of each appraisal and may be included in the Post-Appraisal Conference by request of the team leader.

If the appraisal is conducted in the Fall and if a preliminary indication from the Appraisal Team is that the result of the appraisal will be Needs-to-Improve in any of the criteria, then the faculty member and the appropriate Vice President will be informed of that fact. The appraisal will be continued through the following semester before the appraisal results are finished. The Appraisal Team will determine which of the criteria, if not all, will continue to be appraised during the extended period of the appraisal. At the conclusion of the second semester, the results of the appraisal must be finished and the full appraisal submitted to the appropriate Vice President or designee prior to Finals Week who will certify that the process outlined in this article was properly adhered to and completed. Once certified, the appraisal will be placed in the member's official personnel file. A copy of the full appraisal shall also be given to the appraisee.

The appraisee shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the appraisee shall be included with the appraisal in the member's official personnel file. The appraisee may inform an appropriate WVMFT representative.

24A.7 **Appraisal Outcomes**

At the discretion of the appropriate Vice President, consultation with the Appraisal Team regarding the outcome may occur.

The possible outcomes are:

- a. **Satisfactory:** If the recommendation is Satisfactory in all areas, the appraisal is completed.
- b. **Needs-to-Improve:** If the appraisal recommends that the member needs to improve in any of the three criteria categories listed in Article 24A.4, and it is approved by the appropriate Vice President, the process outlined in Article 24A.8 will be followed. When a Needs-to-Improve is given, the specific criteria categories for reappraisal shall be specified.
- c. **Unsatisfactory:** A member may not be placed in this outcome category without first going through Needs-to-Improve status.

A member may be in Needs-to-Improve status on the basis of the Professional Criteria category (Article 24A.4.1), the Collegial Criteria category (Article 24A.4.2) and/or the Institutional Criteria Category (Article 24A.4.3) for no more than two semesters and then needs to be moved either up or down from Needs-to-Improve.

While a member is in Needs-to-Improve, she/he shall be ineligible to teach overloads or Summer or Winter Session classes, to receive stipends or release time, to apply for new PG&D projects, or to apply for or take a sabbatical leave.

The Appraisal Team, including the Dean, if the Dean is not a member of the Appraisal Team, will meet with the appraisee to review the results of the appraisal and to inform the member of the member's placement in Needs-to-Improve. When a Needs-to-Improve outcome is given, all supporting documents will be placed into the appraisee's personnel file.

Prior to Final Exam Week in May, the college President will notify the Associate Vice Chancellor of Human Resources of all members placed on Needs-to-Improve status.

The Associate Vice Chancellor of Human Resources will notify the appropriate WVMFT, AFT 6554 grievance officer.

24A.8 **Appraisal Process for Regular Faculty Members in Needs-To-Improve Status**

If the appraisee's performance is identified as Needs-To-Improve, the original Appraisal Team, will serve as the Appraisal Team. The appraisee may request an additional non-voting member, who is a tenured faculty of the District with expertise in the content area of the appraisee, to participate in the process.

The Appraisal Team Leader, the Department Chair, and the Division Dean will draft a Plan for Corrective Action for those areas noted as "Needs-to-Improve." The process will focus exclusively on the identified area or areas.

Upon request of the appraisee or the District, a WVMFT representative will serve as an observer of the process.

24.A.8.1 **Pre-Appraisal Conference for Needs-to-Improve Status**, any category
(24A.4.1, 24A.4.2, or 24A.4.3)

The procedure for Needs-to-Improve status will be reviewed with the appraisee by the Appraisal Team. The Plan for Corrective Action developed by the Appraisal Team will be reviewed with the appraisee.

24.A.8.2 **Appraisal Methods for Professional Criteria Category Either Instruction/Classroom Related or Non-Instruction/Non-Classroom Related Criteria (both under Article 24A.4.1) and/or for Collegial Related Criteria (Article 24A.4.2) and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)**

24.A.8.2.1 **Instruction or Classroom Related Criteria (Article 24A.4.1)**

Based on the Plan for Corrective Action, if the area for improvement is classroom related, appraisal methods may include, but need not be limited to, the following:

Course Planning: The appraisee will prepare and submit to the Appraisal Team a plan for each course that addresses course content, skills to be developed, teaching methods and rationale, and student evaluation procedures.

Observations: Each member of the Appraisal Team must observe each section each semester. The team will determine the maximum number of observations to be conducted.

Student Surveys: Student Surveys will be conducted by the eleventh (11th) week of class in each semester. The survey shall include all students enrolled in such sections and may include students who were enrolled but dropped or withdrew from the sections.

24.A.8.2.2 **Non-Instruction/Non-Classroom Related Criteria (Article 24A.4.1)**

The Plan for Corrective Action, if the area of improvement falls under the Professional Criteria category (Article 24A.4.1) but is not instruction nor classroom related, shall identify specific criteria that are not being met, the expectation of the Appraisal Team, the actions that are expected to correct the area, and a timeline for completion. The Appraisal Team will determine the

appropriate methods to evaluate the response to the Plan for Corrective Action.

24A.8.2.3 Collegial Related Criteria (Article 24A.4.2)

Based on the Plan for Corrective Action, if the area for improvement is related to Collegial Criteria, the team shall identify the criteria that are not being met, the expectation(s) of the Appraisal Team, the actions that are expected to correct the area, and a timeline for completion. The Appraisal Team will determine the appropriate methods to evaluate the response to the Plan for Corrective Action.

24A.8.2.4 Institutional Responsibilities Related Criteria (Article 24A.4.3)

If the area of improvement is for performance in the Institutional Responsibilities Related Criteria category (24A.4.3), the Plan for Corrective Action shall identify specific criteria that are not being met. The Plan shall also state the expectation of the Appraisal Team, the actions that are expected to correct the area, and a timeline for completion. The Appraisal Team will determine the appropriate methods to evaluate the response to the Plan for Corrective Action.

24A.8.2.5 Progress Conference for Needs-to-Improve Status (1st Semester) for Professional Related Criteria (Article 24A.4.1), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Criteria (Article 24A.4.3)

Prior to the thirteenth week of the first semester in Needs-to-Improve Status, the Appraisal Team will review the Plan for Corrective Action, the appraisal observations, and other relevant information to ensure compliance with the Plan for Corrective Action. A Progress Conference will be held with the Appraisal Team and the appraisee prior to the Final Exam Week of the first semester in Needs-to-Improve status. The appraisee may request the presence of a WVMFT representative at the Progress Conference.

At the end of the Progress Conference, the appropriate administrator will prepare a written summary that will specify the progress made to date by the appraisee. If the member is returned to Satisfactory status in the Professional Related, Collegial Related Criteria, and Institutional Responsibilities Related Criteria, the appraisal is complete. If the team recommends that continued performance improvement is necessary to correct noted deficiencies, the member will be continued in Needs-to-Improve status for the appropriate category for one more semester.

24A.8.2.6 Progress Conference for Needs-to-Improve Status (2nd Semester) for Professional Related Criteria (Article 24A.4.1), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)

Prior to the thirteenth week of the second semester in Needs-to-Improve status, the Appraisal Team will meet to review the Plan for Corrective Action, the appraisal observations and other relevant information. A Progress Conference will be held with the Appraisal Team and the appraisee prior to the final exam week of the second semester in Needs-to-Improve Status. The appraisee may request the presence of a WVMFT representative at the Conference. Following the Progress Conference, the appropriate administrator will prepare a written summary of the finding and the outcome.

24A.8.2.7 Outcome for Needs-to-Improve Status for Professional Related Criteria (Article 24A.4.1), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)

At the conclusion of the appraisal period (two semesters), there are two possible outcomes:

- a. **Satisfactory Status:** If there has been satisfactory improvement, the appraisee will be returned to Satisfactory status and the appraisal is complete.
- b. **Unsatisfactory Performance:** If insufficient progress has been made, a notice of Unsatisfactory performance will be issued by the appropriate administrator and the member will be notified of being placed in Unsatisfactory status.

24A.9 Appraisal Process for Regular Members in Unsatisfactory Status

A new Appraisal Team shall be recommended to the appropriate Vice President by the Academic Senate President and formed consisting of:

- a. a regular faculty member in Satisfactory status;
- b. a Division Dean;

- c. the Vice President of Instruction or Vice President of Student Services of the college, as appropriate.

Whenever possible, the faculty member serving on the Appraisal Team will have content expertise.

The Vice President of Instruction or Vice President of Student Services will serve as Chair of the team. The team will review the written summary and any additional relevant information. The team will develop a new Plan for Corrective Action focused on the specific area(s) identified as Unsatisfactory.

Upon request of the appraisee or the District, a WVMFT representative may serve as an observer of the process.

24A.9.1 Pre-Appraisal Conference for Unsatisfactory Status for Professional Related Criteria (Article 24A.4.1), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)

The procedure for Unsatisfactory status will be reviewed with the appraisee by the Appraisal Team. The Plan for Corrective Action developed by the Appraisal Team will be reviewed with the appraisee.

24A.9.2 Appraisal Methods for Unsatisfactory Status for Professional Related Criteria (Article 24A.4.1), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)

24A.9.2.1 Instructional or Classroom Related Criteria (Article 24A.4.1)

Classroom Activities - Based on the Plan for Corrective Action, if the area for improvement is classroom related, appraisal methods may include, but need not be limited to, the following:

Course Planning: The appraisee will prepare and submit to the Appraisal Team a plan for each course, which addresses course content, skills to be developed, teaching methods and rationale, and student evaluation procedures.

Observations: Each member of the team must observe each section each semester. The team will determine the maximum number of observations to be conducted.

Student Surveys: Student Surveys will be conducted by the eleventh week of class in each semester. The survey shall include all students enrolled in such sections and may include students who were enrolled but dropped or withdrew from the sections.

24A.9.2.2 Non-Instruction/Non-classroom Related Criteria (Article 24A.4.1)

The Plan for Corrective Action, if the area of improvement falls under the Professional Criteria category (24A.4.1) but is not instruction or classroom related, shall identify the criteria that are unsatisfactory and the expectations of the Appraisal Team. The team will establish what corrections are necessary and develop a timeline for completion. The Appraisal Team will determine the appropriate methods to evaluate the response to the Plan for Corrective Action.

24A.9.2.3 Collegial Related Criteria (Article 24A.4.2)

The Plan for Corrective Action shall identify specific criteria that are not being met and the expectations of the Appraisal Team. The Appraisal Team shall identify what the member needs to correct and determine a timeline for completion. The Appraisal Team will establish the appropriate methods that will be used to evaluate the response to the Plan for Corrective Action.

24A.9.2.4 Institutional Responsibilities Related Criteria (Article 24A.4.3)

The Plan for Corrective Action shall identify specific criteria that are not being met and the expectations of the Appraisal Team. The team shall identify what the member needs to correct and determine a timeline for completion. The Appraisal Team will determine the appropriate methods to evaluate the response to the Plan for Corrective Action.

24A.9.2.5 Outcome for Unsatisfactory Status for Professional Related Criteria (Article 24A.4.1)), for Collegial Criteria (Article 24A.4.2), and/or for Institutional Responsibilities Related Criteria (Article 24A.4.3)

By the 13th week of the 2nd semester in which the faculty member is in Unsatisfactory status the Appraisal Team shall make one of two possible recommendations to the President. The Appraisal Team may recommend that:

- a. the faculty member be returned to Satisfactory status; or

- b. the member shall not be continued as a faculty member.

The President shall determine whether or not to initiate termination proceedings in accordance with Article 24A. If the decision is made to terminate, the member's assignment will be determined by the college President during termination proceedings.

24A.10 Authorization

Education Code Sections §87660 et seq. set forth the requirements for the performance appraisal of members. The legislative intent, as stated in AB 1725, provides that a member's students, administrators and peers should all contribute to the appraisal, but the member should play a central role in the appraisal process, and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

24A.11 Negotiability

Any changes in the District Tenure Review or Performance Appraisal Process shall be subject to the negotiation process. WVMFT, AFT 6554 shall consult with the Academic Senate prior to engaging in collective bargaining procedures regarding this article (Education Code Sections §87610.1 and §87663).

24A.12 Grievability

Only compliance with the Performance Appraisal Process is grievable. Outcomes or results of this article are not grievable.

ARTICLE 24 B

Performance Appraisal – Tenure Track Contract Faculty

24B.1 Introduction

The primary goal of performance appraisal is the improvement of the quality of the educational program. The process should promote professionalism, enhance performance, recognize excellent performance, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture competence; to identify standard performance and indicate areas where improvement is desirable; to identify performance that requires improvement; and to identify performance so unsatisfactory that termination may be recommended. For faculty hired off-cycle, the timing of the appraisal process described in this article shall be adjusted accordingly.

Consistent with the primary goal of appraisal, the Self-Appraisal, is an integral part of the process as it provides the individual faculty member an opportunity for in introspection, reflection and planning. It points out areas of significant competence, effort and contribution made by the appraisee. It also addresses specific recommendations, if any, made on the appraisee's last appraisal cycle.

Excellence in performance is crucial to maintain and extend the learning presently shown by students at Mission and West Valley Colleges.

The purpose of the four-year appraisal process is to determine whether the tenure track contract member should be granted tenure. The process will provide direction, assistance and support to improve the performance of the tenure track contract member and thus improve the quality of the educational program.

The appraisal system focuses on the following, in support of the member maintaining employment status: measuring performance in an objective, unbiased manner while providing useful feedback. The appraisal ensures that appropriate recognition occurs, encourages continued participation in professional development, and recommends appropriate training opportunities are recommended for members as needed.

24B.1.1 Procedural Overview

1. **Team Formation** (Article 24B.5.1)
Related forms is: **Form A - Appraisal Team Membership**
2. **Pre-Appraisal Conference** (Article 24B.6.1)
Related form is: **Form B - Pre-Appraisal Conference**
3. **Observations** (Article 24B.6.2)
Related form is: **Form C - Observations/Visitation Report**
4. **Appraisal** (Articles 24B.6.3 A & B and Article 24B.3.2)
Related forms are:
 - **Form D - Faculty Self-Appraisal**
 - **Student Surveys:**
 - **Form E1 - Student Survey**
 - **Form E2 - Student Survey for Distance Education**
 - **Student Survey Summary**
 - **Form H1 - Professional, Collegial & Institutional Responsibility Criteria** (*completed by Appraisal Team Leader in consultation with the Division Dean and Department Chair*)
 - **Form I - Institutional Responsibility** forms for the appraisal cycle (required for Contract Faculty in Years Two (2), Three (3) and Four (4))

Forms required only for Reassigned Time assignments of at least 20% per semester during the appraisal cycle (Article 24B.3.2):

- **Form F - Reassigned Time Faculty Appraisal Peer Survey**
 - **Reassigned Time Peer Survey Summary Form(s)**
 - **Form G - Reassigned Time Faculty Appraisal**
5. **Post-Appraisal Conference** (Article 24B.6.5)
Related forms are:
 - **Form J - Appraisal Summary Conference/Recommendations**
 - **Form K - Sign-Off Sheet**
 - **Plan for Corrective Action** (*Required only if faculty member received a Performance Appraisal Recommendation of "Needs-to-Improve" or "Unsatisfactory" in Professional, Collegial, and/or Institutional Responsibility Criteria.*)

By mutual consent, videotapes or other recording devices may be used. Anonymous letters or materials, excluding student survey data, will not be used in the process.

24B.2 Definitions

- A. The Academic Year begins July 1 and ends June 30.
- B. Faculty member under this article is any bargaining unit member in a tenure track position.
- C. Performance Appraisal is a written review of the member's performance.
- D. A Performance Plan for tenure track contract members is a written one-year action plan and timeline developed by the Appraisal Team, in consultation with the member in the first semester of employment, to provide direction and set priorities during the member's first years of service. The plan shall focus on enabling the member to become oriented to the college and District, ensuring successful completion of their primary service assignment, and fulfillment of appraisal criteria. Part of the plan shall be based on Appraisal Team recommendations of the previous appraisal period and shall be revisited at the end of the Fall semester of the 2nd and 3rd years.
- E. Plan for Corrective Action: A written component of the Performance Plan, when needed, developed by an Appraisal Team for members in Needs-To-Improve or Unsatisfactory status. The plan will reflect specific actions, recommendations, and timeline for improvement.
- F. Satisfactory: Member is meeting all criteria as outlined in Articles 24B.4.1-24B.4.3 and is meeting expectations of Performance Plan. Continued performance at this level would result in recommendation for tenure.
- G. Needs-To-Improve: Member is consistently not meeting criteria listed in one or more of the criteria categories outlined in Articles 24B.4.1 - 24B.4.3. It is anticipated that the behavior(s) can be improved and the member can achieve satisfactory status (thus eligible for tenure) by following the recommendation(s) of the Performance Plan.
- H. Unsatisfactory: Member is unable or unwilling to meet some or all of the criteria outlined in the Performance Plan. Member will not be recommended for continued District employment.

24B.3 Frequency of Appraisals

24B.3.1 Year One and Year Two tenure track contract members shall be appraised every semester. Year Three and Year Four tenure track contract members shall be appraised each fall semester unless additional appraisals are called for by the Tenure Appraisal Team and the appropriate Vice President.

24B.3.2 **Reassigned Time**

Tenure track contract faculty who are reassigned at least 20% Reassigned Time during any semester except if funded and supervised outside the district(e.g., WVMFT, AFT 6554 and State Academic Senate) will be appraised on the performance of Reassigned Time activities during the term of the assignment. If the Reassigned Time assignment continues for more than one academic year, appraisal shall be on an annual basis. At the beginning of the Reassigned Time assignment, the member shall meet with the appropriate administrator to establish written goals for the Reassigned Time and set a date (or dates) for meeting to assess progress toward those goals. When a member is given Reassigned Time for a specific department, the member shall meet with the appropriate administrator and the Department Chair to establish written goals for the Reassigned Time and set a date (or dates) for meeting to assess progress toward those goal

The Reassigned Time Appraisal shall include a Peer Survey. When the Reassigned Time is in the position of department chair, the survey shall be administered to all academic and classified members of the chair's department. For all other Reassigned Time positions, the Peer Survey shall be administered to all division deans and department chairs that work with the member in that assignment. Results of any Reassigned Time appraisals shall be forwarded to the appropriate Vice President for inclusion in the next full performance appraisal of the member.

Outcomes of the appraisal of the Reassigned Time assignment may be:

- a. Satisfactory. If the outcome is satisfactory, the assignment will continue.
- b. Needs-to-Improve. If the outcome is Needs-to-Improve, the appropriate administrator/faculty member will work with the member to develop a Plan for Corrective Action.
- c. Discontinuance. If the outcome is not satisfactory, the Reassigned Time may be discontinued at the option of the appropriate administrator.

24B.4 **Criteria for Performance Appraisal Review**

All criteria appropriate to the member's assignment included in this section will be used in the Performance Appraisal Process. Additional criteria, defined as areas specific to the member's capabilities, experience and assignment, may be developed by the Tenure Appraisal Team and will be included in the Performance Plan. All criteria should be adapted to each member's specific job description.

A first-year faculty member is expected to concentrate 100% of his/her efforts on performance for the service to which the member has been assigned and is not expected to have institutional duties. Exceptions, not to exceed 20%, must be agreed upon by the member, the Tenure Appraisal Team and the appropriate Vice President.

During Years Two (2), Three (3), and Four (4), tenure track contract faculty may be reassigned, by mutual agreement of member and the Appraisal Team, to duties outside the scope of their primary assignment. During all years they shall maintain sufficient load (at least 80% second year, 60% third and fourth years) in their primary assignment area to ensure effective appraisal. Appraisal of the Reassigned Time portion of their duties will occur as per Article 24 B.3.2.

24B.4.1 **Professional Criteria Category**

Each member shall:

- a. Demonstrate currency and depth of knowledge of the field in the performance of assignment.
- b. Demonstrate the ability to communicate subject matter clearly, correctly and effectively.
- c. Demonstrate an ability to achieve objectives in area of assignment.
- d. Demonstrate an ability to adapt methodologies for students/clientele with special needs and different learning styles.
- e. Demonstrate regular effective student contact for courses offered either fully or partially through Distance Education.

- f. Utilize methods and materials appropriate to the subject matter.
- g. Demonstrate evidence of careful preparation and organizational skills in area of assignment.
- h. Implement the Course Outline of Record
- i. Provide clear assignments or directives to students and regularly inform students of academic standing in class.
- j. Provide for each student a current course syllabus, as required by Title 5 that includes SLOs, classroom procedures, requirements and grading policies and provide a copy to the Division Office.
- k. Demonstrate a commitment to student learning by beginning and ending classes according to schedule, holding regular office hours and meeting student needs, as professionally required.
- l. Evidence currency in the field through participation in activities such as professional conferences, workshops, seminars, webinars, presentations, professional activities, exhibitions, or publications. Currency in the field may also be demonstrated by the currency of course materials and teaching methods.
- m. Meet Record-Keeping obligations on time, e.g., grades, requisitions, schedules, textbook orders, rosters.
- n. Work with classified personnel in an effective manner in those areas related to instruction and institutional goals.
- o. Participate in the process of SLO assessment and evaluate and use the results of these assessments in the process of continuously improving student learning.
- p. Participate in the process of SLO assessment and evaluate and use the results of these assessments in the process of continuously improving student learning.
- q. Participate in the process of Program Review (Article 21).
- r. Participate in the process of creating and updating curriculum. (Article 21).

24B.4.2 Collegial Criteria Category

Each member shall:

- a. Work cooperatively within the college community.
- b. Foster an environment that protects academic freedom within the college community.
- c. Foster a positive working environment which is free from harassment, prejudice and/or bias.
- d. Demonstrate positive communication skills within the college community.
- e. Demonstrate a respect for the dignity of each individual.
- f. Foster an environment that promotes equity, inclusion, and equal opportunity for students and employees of the District.

24B.4.3 Institutional Responsibilities Criteria Category (for Years 2, 3, and 4)

Each member shall:

Demonstrate a commitment to his/her department/division, college and District by fulfilling his/her Institutional Responsibilities as outlined in Article 21.

24B.5 Tenure Appraisal Team

24B.5.1 A Tenure Appraisal Team shall be formed for each member hired. With the consent of the Division Dean and Department Chair and the college Academic Senate President, an Appraisal Team may elect to appraise more than one tenure track contract member.

24B.5.2 The team shall be composed of two regular members in Satisfactory status, selected by the appropriate Division Dean and Department Chair, and an administrative designee appointed by the appropriate Vice President. The Appraisal Team faculty members shall not be appraised by the appraisee during the tenure process or during the next appraisal cycle.

At least one of the members named must come from the appraisee's department or related discipline, or the division if necessary. In special cases, the Appraisal Team has exclusive right to include a non-voting external participant for content expertise if that content expertise is not available within the bargaining unit. The selection of the person having content expertise is subject to approval by the appraisee.

24B.5.3 The college Academic Senate President or designee, in consultation with the appropriate Vice President and the Department Chair/designee, shall approve the selection of members to serve on the team and ensure that the Appraisal Team is formed by the end of the second week of the first semester of hire.

All faculty members appointed to the team shall serve for the duration of the review period. If a member can no longer continue as a member of the team, the member will be replaced following the above procedure. If the procedure has not been completed within one month of the effective date a team member's resignation from the team, the administrative member of the Tenure Appraisal Team shall assume the responsibility for appointing a replacement.

If the appraisee has sufficient concern that a member of their Appraisal Team will not be able to serve on the team in an equitable and collegial manner, or if a team member has evidenced their inability to do so, the appraisee may contact their WVMFT, AFT 6554 representative. The WVMFT, AFT 6554 will arrange and attend a conference with the appraisee and the Director of Compliance or their designee, after which the Director of Compliance shall issue a formal recommendation on team membership.

For the purposes of this section "equitable" means able to appraise the appraisee without regard to factors that do not pertain to the contractually-established appraisal criteria and in a manner consistent with standards and expectations applied to other faculty. Collegial has the same meaning as in Article 24B.4.2.

24B.5.4 **Tenure Appraisal Team Leader**

The leader of the team will be elected by its members.

24A.5.5 The Appraisal Team Leader is responsible for ensuring that the appraisal process is completed in accordance with the appropriate provisions and

timelines of the contract. The responsibilities of the Appraisal Team Leader will include at least the following items:

- a. Obtaining a list of any recommendations resulting from the appraisee's prior appraisal and surveys done during intervening years kept in the appropriate Vice President's office.
- b. Scheduling and conducting the Pre-Appraisal Conference.
- c. Coordinating appraisal observations from all members of the Appraisal Team and completing a Professional & Collegial Responsibility form in consultation with the Division Dean, and the Department Chair if the Chair is not the Appraisal Team Leader, or the appraisee and surveying other appropriate administrative and other personnel regarding the performance of responsibilities that cannot be assessed by a classroom observation, and summarizing such input for inclusion in the Post- Appraisal Conference. For all appraisal cycles, the appraisee may provide a list of administrative or other personnel who have personal knowledge of the appraisee's performance, or expertise regarding the area of the appraisee. When such a list is provided, the listed individuals shall be called upon by the Appraisal Team Leader to provide input.
- d. Ensuring that the Student Surveys are completed in a timely manner.
- e. Obtain the Institutional Responsibility forms from the appraisal cycle.
- f. Reviewing the results of the Pre-Appraisal conference, the Self-Appraisal, Faculty Peer Observations, Administrative Observation, Distance Learning Observation forms, Reassigned Time Appraisals, Professional & Collegial form, the Institutional Responsibility form, Student Survey summary and comments, and other information such as commendations, attendance, course syllabi and drop/retention rates with the team.
- g. Preparing for and conducting the Post-Appraisal Conference. Prior to the Post-Appraisal Conference, working with the other team members, the Appraisal Team Leader will compile and prepare all of the appropriate documents for the conference using the criteria from Article 24B.4 and following the process specified in Article 24B.6.

- h. Completing the Performance Appraisal Summary form and ensuring that the appropriate documentation is submitted to the appropriate Vice President or designee.

24B.6 Performance Plan and Timeline

24B.6.1 Pre-Appraisal Conference

By the end of the 4th week of the semester, the Appraisal Team will meet with the member to develop the Performance Plan, to discuss elements of the appraisal, and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, and establish expectations as defined in the job description. Documents related to the appraisal process will be distributed.

24B.6.2 Observations

There will be a minimum of two observations by each member of the Appraisal Team. For Year One (1) and Year Two (2), there will be a minimum of one (1) observation of each section/activity by a member of the Tenure Appraisal Team each semester. For Years Three (3) and Four (4), observations will normally be for the Fall semester only.

Observations may be conducted without advanced notice, except that at least one observation per appraisal cycle shall be scheduled with the approval and coordination of the appraisee. Observations should be completed no later than Week 11 of the semester. Observations will include activities appropriate to the member's service area(s). Based on the observations, teams are encouraged to provide immediate informal feedback and mentoring, as appropriate. Any derogatory information must be promptly brought to the attention of the instructor so that instructor has opportunity to remediate.

If the class section observed is a Distance Education section, the Appraisal Team member will have access to, and will review instruction and faculty-student interaction through the course content management system, which shall include at least one three-week time period identified by the appraisee. Appraisal Team access to the course shell shall be terminated upon completion of the appraisal. In addition, the Appraisal Team member and the appraisee may arrange for on on-campus observation, skype or video conference of that section. If a work experience instructor is being observed, the AppraisalTeam

member and the appraisee shall arrange for on or off-campus observation as appropriate.

Additional observations and surveys may be called for in the Performance Plan or as identified in Article 24B.3.1.

24B.6.3 **Appraisal Surveys**

A. Classroom Activities

Student Surveys will be conducted in each class section using official forms during each appraisal semester. Surveys will be completed between Weeks 6 and 11. When administering student surveys, a member of the Appraisal Team or its designee, which could be the appraisee, shall read the written instructions to the class and pass out the Student Surveys. That person will inform the students that ratings and written comments will be used in the appraisals and that the instructor will not have access to the written comments until after grades are recorded. A student will be designated to collect the completed appraisal forms and return them immediately to the Division Office or appropriate collection point. The appraisee will leave the room while students fill out the Student Surveys.

B. Non-classroom Activities Student Surveys

Appropriate appraisal surveys will be conducted using official forms during each appraisal semester. Surveys will be completed between Weeks 6 and 11. The team leader will collect the appraisal surveys and deliver them immediately to the Division Office or appropriate collection point. For Distance Education Courses, the Student Surveys will be administered by the Office of Instruction electronically. Student Surveys will be sent to the students to complete for at least a two week window between Weeks 6 and 13.

For all Student Surveys, the Office of Instruction will ensure that the students' written comments are separated and forwarded only to the Appraisal Team Leader, who shall give them to the appraisee only after grades are submitted.

24B.6.4 **Preparation for Post-Appraisal Conference**

Prior to the post-appraisal conference, the Appraisal Team Leader will work with the Appraisal Team to compile and prepare all of the appropriate

documents for the conference using the criteria from Article 24B.4 and following the process specified in Article 24B.1.

The Department Chair or immediate supervisor, if not a member of the team, will be informed by the Appraisal Team Leader of the outcome of each appraisal and may be included in the post-appraisal preparation by request of the Appraisal Team Leader.

24B.6.5 **Post-Appraisal Conference**

At the conclusion of the appraisal, there will be a conference with the appraisee and the Appraisal Team to discuss the outcomes of the appraisal and other information such as commendations, Professional & Collegial Responsibility form, Institutional Responsibility forms for Years Two (2), Three (3), and Four (4), attendance, course syllabi and drop/retention rates, as well as a discussion of performance on Professional, Collegial, and Institutional Responsibilities Criteria.

If the Department Chair is not a member of the Appraisal Team, he/she may be included in this Post-Appraisal Conference at the request of the Appraisal Team Leader.

The Post-Appraisal Conference shall be completed and the Performance Appraisal Summary Form will be signed by all team members. The completed appraisal package consisting of the documentation listed in 24B.4.1.1 will be forwarded to the appropriate Vice President or designee prior to Finals Week of each semester. The report will be reviewed by the appropriate Vice President who will forward a report to the President or designee.

The appraisee shall be afforded an opportunity to raise concerns about possible bias on the part of individuals involved in their review. Any such statement provided by the appraisee shall be included with the appraisal in the member's official personnel file. The appraisee may inform an appropriate WVMFT, AFT 6554 representative.

24B.6.6 **Outcome**

The outcome of the Performance Appraisal Process could result in different recommendations for each of the various performance criteria categories. In each case the outcome could be:

- A. **Satisfactory:** If the recommendation is Satisfactory in all areas, the member will be recommended for an additional contract as follows:

At the end of the first year, this contract will be a one-year contract.

At the end of the second year, this contract will be a two-year contract. At the end of the fourth year, this contract will grant tenure.

- B. **Needs-to-Improve:** During the first year, if the appraisal recommends that the member needs to improve in any of the three criteria categories listed in Article 24B.4, the member will be recommended for an additional contract and a Plan for Corrective Action will be provided by the team in the Performance Plan.

Due to the employment contract implications, the outcome of the appraisal during the Fall semester of the 2nd year must be either Satisfactory or Unsatisfactory.

During the third year, if the appraisal recommends that the member needs to improve in any of the three criteria categories listed in Article 24B.4, a Plan for Corrective Action will be provided by the team in the Performance Plan.

At the end of the Fall semester of the 4th year there must be a team recommendation to move to Satisfactory to grant tenure OR to move to Unsatisfactory to deny tenure.

- C. **Unsatisfactory:** If the appraisal is unsatisfactory in any of the three criteria categories listed in Article 24B.4, the member will not be recommended for continued employment with the District.

Summary of Possible Appraisal Outcomes:									
	1 st Year		2 nd Year		3 rd Year		4 th Year		
	Fall	Spring	Fall	Spring	Fall	Spring	Fall	Spring	
Satisfactory	S	S	S	S	S	(S)	S	(S)*	→ Tenure
Needs to Improve	NI	NI	↗	NI	NI	(NI)	↗	(NI)*	→ Tenure
Unsatisfactory	U	U	U	U	U	(U)	U	(U)*	

↓

	<p>If the Appraisal Outcome is Unsatisfactory:</p> <ol style="list-style-type: none"> 1 Non-Renewal Notice issued to Appraisee. 2 Team continues to appraise performance. 3 Team provides President with a final recommendation. 4 If significant improvement is noted by the Team, the President will confer with the Team. <p>The President may request that the Board rescind the non-renewal notice.</p> <ol style="list-style-type: none"> 5 If no significant improvement is noted by the Team, the Appraisee is not issued a contract. <p><i>() Outcomes in parenthesis are done only if directed by the Appraisal Team. *Outcomes with asterisk carry over to next appraisal under Article 24A. Where there is a blank space, that outcome is not possible for that semester. Arrows indicate the next possible action.</i></p>
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The Appraisal Team, with the appropriate administrator, will meet with the appraisee to review the results of the appraisal. If the decision is made to terminate, the member’s assignment will be determined by the President during termination proceedings.

24B.7 Early Tenure

In exceptional circumstances, tenure may be recommended by a tenure track contract member’s tenure Appraisal Team after two years if the tenure track contract member had tenure at a community college or four-year college or university before being hired by the District.

For a recommendation of early tenure to be considered it must be for exceptional performance and significant contributions to the member’s college and department. The recommendation for early tenure must be made unanimously by the tenure Appraisal Team.

As with all grants of tenure, this must be agreed to by the appropriate administrator, President, Chancellor and Board of Trustees.

24B.8 Negotiability

Any changes in the District Tenure Review or Performance Appraisal Process shall be subject to the negotiation process. WVMFT, AFT 6554 shall consult with the Academic Senate prior to engaging in collective bargaining procedures regarding this article.

24B.9 **Grievability**

Only compliance with the Performance Appraisal process is grievable.
Outcomes or results of this article are not grievable.

ARTICLE 24 C

Performance Appraisal – Other Tenure Track Contract Faculty

Those persons not specifically covered by Article 24A or 24B (e.g. child care faculty or long term grants, etc.) or Article 108 shall follow the process for Article 24B for the first four years of their employment with the exception that tenure will not be granted. Subsequently, the process for Article 24A will be followed.

ARTICLE 25

Dismissal

Dismissal and/or penalty procedures shall comply with all applicable California Education Code sections.

Reference: Including but not limited to Education Code, Part 51, Chapter 3, Articles 4-6 (beginning at section §87660).

ARTICLE 26

Reduction in Force

- 26.1 Reduction in force means termination or reduction of the employment of any contract or regular faculty member because of a reduction or discontinuance of a particular kind of service or because of a decline in attendance.
- 26.2 At least thirty (30) days' notice before a reduction in force is implemented, the Board of Trustees shall notify WVMFT, AFT 6554 of the proposed reduction and the reasons therefore.
- 26.3 Before giving any faculty members notice of a reduction in force, the District shall transfer or reassign faculty members, if possible, in accordance with the provisions of this Agreement.
- 26.4 In order to avoid layoffs, the Board of Trustees may, if circumstances warrant and if justified by the program needs of the department or division, offer reduced contracts to faculty members who are willing to agree to a reduced contract.
- 26.5 If a reduction in force becomes necessary and faculty members become subject to layoff, members shall be laid off in the inverse order in which they were employed, provided the faculty member has established competence in a faculty service area which is to be continued.
- 26.6 In the event a reduction in force is necessary, the Board shall reassign regular faculty members in such a manner that they shall be retained to render service in any faculty service area in which the faculty member is both qualified and competent. In order to be retained to render service in a faculty service area during a reduction, the faculty member must both meet state minimum qualifications in the appropriate discipline and be competent in the applicable faculty service area.
1. In order to be "qualified" in a discipline, a faculty member must meet the minimum qualifications designated for the applicable discipline as designated in regulations adopted by the Board of Governors of the California Community Colleges (or under the terms of a valid credential prior to the expiration of the credential).

2. Faculty may earn or maintain a faculty service area by submitting the necessary documents to the Associate Vice Chancellor of Human Resources that verify they meet the minimum qualifications in a discipline and have completed one of the following competency standards within the past five (5) years:
 - A. Has taught the equivalent of a 1.0 load in the subject matter area at an accredited post-secondary institution, or;
 - B. Has successfully completed a minimum of nine upper and/or graduate semester units in the appropriate discipline(s) with a grade of C or better;
 - C. Has completed a combination of standard #1 and #2 so that the percentage completed of standard #1 plus the percentage completed of standard #2 equals 100%.

Faculty may earn or maintain a faculty service area by submitting the necessary documents to the 1725/Equivalency Committee that verify they meet the minimum qualifications in a discipline and have completed one of the following competency standards within the past five years:

- a. Has successfully completed coursework that is deemed to be equivalent to nine upper division and/or graduate semester units in the appropriate discipline(s) with a grade of C or better; or
- b. Has a minimum of six months, or 500 hours, of appropriate industry experience; or
- c. Has specialized skills or abilities determined by the 1725/Equivalency Committee that demonstrate competency; or
- d. Has completed a combination of standards (A-F) so that the total percentage completed equals 100%.

26.7 The list of faculty service areas shall be maintained by the Department of Human Resources. Changes to the designation of faculty service areas may be made through the AB1725 Committee process.

26.8 Faculty service areas, in which a faculty member has attained competence, as defined by this article, shall be recorded in the faculty member's official

personnel file. When a faculty member has attained competence, his/her name shall be added to the list maintained by Human Resources.

- 26.9 It shall be the faculty member's responsibility to notify Human Resources when competence has been attained in any additional faculty service area(s). The Associate Vice Chancellor of Human Resources shall confirm with the appropriate Department Chair and the applicable college administrator that the faculty member has met the competency criteria for an additional faculty service area. If the Associate Vice Chancellor of Human Resources determines that the faculty member has met the competency criteria for an additional faculty service area, he/she shall record the additional faculty service area in the faculty member's personnel file and add the faculty member to the list of faculty with competence in the applicable faculty service area.
- 26.10 A faculty member who has been notified that his or her employment may be reduced or terminated because of a reduction in force may, if he/she wishes to contest the layoff, either:
- a. Initiate a grievance, if the faculty member believes that the Board has violated, misapplied or misinterpreted the specific provisions of this article; or
 - b. Request a hearing under Education Code section §87740.

If the faculty member elects to file a grievance, the decision that results from the grievance shall be final; the member may not request a hearing under Education Code section §87740. If the faculty member elects to request a hearing under Education Code section §87740, the decision that results from that hearing shall be final (unless appealed to the Superior Court), and the employee may not file a grievance.

ARTICLE 27

Paid Leaves of Absence

The Board of Trustees has sole, exclusive and discretionary rights to grant leaves of absence, (e.g., educational leave, health leave, paid or unpaid, or extension of leave) as the Board sees fit and proper, on condition that such leaves shall not individually exceed any one (1) year in duration and that all continuous leaves granted to any individual member under any authority of this Article shall not, collectively, exceed two (2) years continuous duration.

The impact of the article on retirement and fringe benefits should be reviewed with the Associate Vice Chancellor of Human Resources or designee prior to applying for the leave.

Reference: Education Code §87763 and §87764

General Provisions Regarding Paid Leaves

- 27.1 The provisions of this article specify minimum leave requirements. The District has the sole and exclusive right to grant or deny requests for early return from leave or the cancellation or modification of an approved leave.
- 27.2 Members on leave must notify the President of the appropriate college and the Associate Vice Chancellor of Human Resources of their intent to return by the first Friday in September for Spring Semester, or the first Friday in February for Fall Semester.
- 27.3 Unless otherwise indicated, time on paid leaves may be extended or shortened by mutual agreement between the member, the college President or designee, and the Associate Vice Chancellor of Human Resources, subject to approval of the Board of Trustees. In any case, an extension shall not establish precedent for any other extension to any other member under the same or similar circumstances.
- 27.4 Time on paid leaves of less than twenty-two (22) days shall be counted as time in service, and all rights and benefits for regular or non-tenured members shall be fully maintained.

- 27.5 The District may verify leaves of absence, or require the member to verify leaves of absence. The verification required by the District shall not be unreasonable. The District may require physical or medical examinations to determine ability to provide services, provided the District pays the cost of the examination.
- 27.6 Members on paid leave are not eligible for an overload assignment (per Article 17.5), committee membership, and/or consultant contract with the District. Members on a partial paid leave may fulfill assigned time responsibilities as a part of their load but may not have assigned time as an overload. The member on any paid leave may be consulted on department/division matters as needed. Members on paid leave are eligible for summer/winter session assignments (per Article 18.8).
- 27.7 No payment of salary or fringe benefits shall be provided members who have not faithfully performed all the duties prescribed in the leave provisions.

ARTICLE 28

Sick Leave

- 28.1 Members shall be granted sick leave accrued at the rate of thirty (30) hours (6 hours per monthly pay period) per academic semester. Members on an 11-month contract shall be granted an additional 6 hours and members on a 12-month contract shall be granted an additional 12 hours.
- 28.2 Members must be in active employment or on paid leave to earn or use sick leave. A regular/contract member on leave without pay retains accrued sick leave but shall not accrue additional days during such absence.
- 28.3 Sick leave days shall be maintained by the Human Resources Department and, each member shall receive an annual statement regarding their sick leave account.
- 28.4 A member's sick leave accrual shall be credited at the beginning of each fiscal year. At the time a member separates from the District, the District shall deduct the amount of any used, but unearned, sick leave from the member's final salary warrant.
- 28.5 All new members shall be credited with unused accrued sick leave that was accrued in another California school district immediately preceding employment. The member must provide the District with proof of such accrual within three (3) years of their date of hire unless a formal agreement for extension has been agreed to in advance. Human Resources shall notify the member when the previously accrued sick leave has been credited to their account. (Reference: Ed Code Sec §87782.)
- 28.6 Any unused accrued sick leave shall be accumulated indefinitely. No accrued sick leave shall be paid at the time of separation from the District. However, STRS does allow unused accrued sick leave to be used at retirement for service credit. (Reference Ed Code Sec §22717.)
- 28.7 Additional sick leave shall be accumulated for full-time members with overload assignments per Associate Member Article 103.
- 28.8 A member's absence, whether from regular assignment or overload assignment, shall be charged against the member's sick leave accumulation. The actual amount of sick leave charged shall be based on the actual hours

missed (not including office hours) and the load base of the class/assignment. The Sick Leave Computation Table defines the calculations for sick leave:

Lecture based load	(16.4)*	Actual Hours Missed	x 1.83
Lab based load	(19.7)*	Actual Hours Missed	x 1.523
Lab based load	(21.9)*	Actual Hours Missed	x 1.371
Lab based load	(23.0)*	Actual Hours Missed	x 1.305
Lab based load	(26.3)*	Actual Hours Missed	x 1.141
Non-instructional	(hour-based) load	Actual Hours Missed	x .915
	(32.8)*		

* Based on the load chart per Article 17.

Example: An instructor is out for a day in which he she misses 4.5 class hours. If the load base of the class is 16.4 hours per week (Article 17.2), the sick leave hours to be recorded are $4.5 \times 1.83 = 8.235$.

- 28.9 If the member’s absence exceeds three (3) consecutive days, the President or designee may require a statement from the member’s physician that the member is able to fully perform job duties upon return from illness or injury leave.
- 28.10 A faculty member may use, in any calendar year, accrued sick leave, in an amount not more than the amount earned in half a year of employment, to attend to the illness of a faculty member’s child, parent, spouse or domestic partner or domestic partner’s child. (Labor Code 233)
- 28.11 Members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less shall have compensation deducted monthly in an amount equal to the amount actually paid to one or more temporary substitutes who fill the position during the absence. Such deduction shall not exceed the sum actually paid or, if no temporary or substitute employee is hired, the amount which would have been paid had a temporary or substitute been hired. Reference: Education Code Section §87780.
- 28.12 Refer to Article 13.9 regarding the available options when one member substitutes for another member.
- 28.13 Catastrophic Sick Leave Donation

Regular members have the option to donate accrued sick leave to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury as defined by and in accordance with Board policy, administrative procedures and the requirements of Ed Code§87045.

28.14 Medical Emergencies

As a result of a doctor-verified medical emergency, the college President or designee may waive contract deadlines to allow the faculty member to request a banked load leave to be used in lieu of sick leave.

ARTICLE 29

Personal Necessity Leave

29.1 Regular/contract members may use a maximum of 6 (six) days (36 hours) per school year of their total accumulated sick leave for personal necessity or for other cases of compelling personal importance. Personal necessity leaves are subject to the following.

29.2 Without Advance Notice

A member shall not be required to secure advance permission for leave taken for any of the following reasons:

1. To extend the number of days of the bereavement leave for a member of the immediate family (as defined in Article 31).
2. For an accident involving the member's person or property, or the property of the member's immediate family, of such a nature that the member's immediate presence is required during the workday.
3. For serious illness of members of the immediate family (as defined in Article 31).

Notice should be provided to the member's Department Chair or appropriate administrator as soon as could reasonably be expected.

29.3 With Advance Notice and Approval

Personal necessity leaves other than those listed in Article 29.2 must be requested and approved by the member's Department Chair or appropriate administrator. Personal necessity leaves may be granted:

1. For appearance in court as a litigant. Return to work is required where it is not necessary to be absent for the entire day. Advance notice shall be at least five (5) work days.
2. For religious holidays/observances which the member asserts are of such moral/ethical significance that it is a personal necessity to be absent from work. Advance notice shall be at least five (5) workdays.

3. For personal business which cannot be accomplished during non-working hours. The member shall provide advance notice as soon as reasonable under the circumstances.
4. To participate in activities of school age children. A faculty member who is a parent, guardian or grandparent of one or more children in grades kindergarten to twelfth grade, or attending a licensed day care facility may take leave for up to eight (8) hours a month per fiscal year to participate in activities of the school (for example, a field trip or a holiday program or concert) if the member provides reasonable advance notice. If requested, the member shall provide documentation from the school or facility of the member's participation on a specific date or particular time. (Labor Code 230.8) If the member has no personal necessity leave, the leave may be taken, but shall be unpaid.
5. For other reasons of compelling personal importance. The member shall provide advance notice as soon as reasonable under the circumstances.

Reference Education Code Section §87784, §87781.5, and §87781

ARTICLE 30

Pregnancy Disability Leaves

30.1 Leave for Disability Due to Pregnancy and Childbirth

A. Definition of Pregnancy Disability

An inability to perform duties because of pregnancy, miscarriage, childbirth and recovery therefrom and/or other disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

- B. The Board of Trustees shall provide for a leave of absence for any member who is required to be absent from duties because of pregnancy disability. Pregnancy disabilities, for all job related purposes, are temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

30.2 Length of Pregnancy Disability Leave

The length of the leave of absence, including the date on which the leave shall commence and the date on which the member shall resume duties, shall be determined by the member and the member's physician. The member shall notify the President or designee thirty (30) days prior to the leave date or as soon as possible under emergency conditions.

30.3 Compensation During Pregnancy Disability Leave

Leaves of absence for pregnancy disability shall be treated the same as leaves for illness, injury, or disability; therefore, the member is entitled to use accumulated sick leave per Article 28 and shall receive all benefits normally accruing to the member, just as if the member were performing her full duties. In addition, the member may also elect to receive substitute-differential pay (the difference between the member's pay and the amount paid the substitute) as provided in Article 28.11 for extended illness leave.

- 30.4 The President or designee may require the physicians' statement to be updated upon request. At the time of leave, the member shall provide the President or

designee a statement of disability. The President shall provide a copy to the Associate Vice Chancellor of Human Resources within a five (5) day period.

- 30.5 In order to use sick leave for pregnancy disability, the member must have been rendering paid service to the District and must not have been on any unpaid leave immediately preceding the disability.
- 30.6 Prior to returning to work, the member may be required to provide the President or designee a physician's verification that the member is physically able to render full and complete service to the District.
- 30.7 A member may extend pregnancy disability leave beyond the leave recommended by the physician through the use of banked leave for the duration of the semester or leave without pay per Article 40. The member shall notify the President or designee thirty (30) days prior to the leave date or as soon as possible under emergency conditions.

Education Code Section §87766

ARTICLE 31

Bereavement Leave

Regular/contract members are entitled to bereavement leave, with pay (and no sick leave deduction) of up to three consecutive days, or five consecutive days if out-of-state travel is required, for each occurrence and at the time of the occurrence, for a death in the immediate family. Immediate family means the mother, father, grandmother, grandfather, grandchild, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the member. Immediate family also includes the son, daughter, brother, sister, mother, father of the member's partner listed on the "affidavit of Domestic Partnership."

Per Article 29, the bereavement leave specified above may be extended through personal necessity leave.

Ed Code §87788

ARTICLE 32

Legal & Civic Duties

- 32.1 Regular/contract members shall be granted a leave of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the member.
- 32.2 Such leave(s) shall be granted with pay.
- 32.3 Members shall return to work during any time in which they do not have to report to court.

ARTICLE 33

Industrial Accident/Illness Leave

- 33.1 A regular/contract member who must be absent from duty because of an accident or illness arising out of the course and scope of employment shall be eligible for industrial accident and illness leave. The injury or illness must be judged by the District's Worker's Compensation carrier as qualified for Worker's Compensation
- 33.2 Allowable leave shall be for 60 days during which the Colleges of the District are required to be in session or when the member would otherwise have been performing work for the District in any one fiscal year for the same accident.
- 33.3 When an industrial accident or illness leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
- 33.4 Allowable leave (maximum of 60 days) shall not be accumulated from year to year.
- 33.5 Industrial accident or illness leave shall commence on the first day of absence.
- 33.6 When a member is absent from his/her duties on account of an industrial accident or illness, the member shall be paid the portion of the salary due him/her for any month in which the absence occurs as, when added to his or her temporary disability indemnity (under Division 4, commencing with Section 3201 or Division 4.5, commencing with Section 6100 of the Labor Code,) shall result in a payment to the member of not more than his/her full salary.

The phrase "full salary" shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this article, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

If the member receives the temporary disability indemnity check directly from the worker's compensation carrier, he/she shall not cash the check but shall contact the Human Resource Specialist assigned worker's compensation duties immediately for direction.

Note: The arrangements for payment to the faculty member during the 60 days is determined between the District and the worker's compensation carrier. The current arrangement is that the carrier sends the check directly to the District. The District applies the worker's compensation disability amount to the employee's payroll account so the faculty member does not have to pay taxes on the worker's compensation disability amount.

33.7 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

33.8 Upon termination of the industrial accident or illness leave, the member shall be entitled to the benefits provided in Sections §87780 and §87781 of the Education Code and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave. However, if the member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity will result in a payment to the employee of not more than his/her full salary.

The member may also elect to receive substitute differential pay (the difference between the member's pay and the amount paid the substitute) as provided in Article 28.11 for extended illness leave, or until income protection insurance, if any, takes effect.

33.9 Any member receiving benefits as a result of this section, during periods of injury or illness, shall remain within the State of California unless the Board of Trustees authorizes travel outside the state.

33.10 Industrial accident/illness leaves shall not be considered a break in service of the member.

Reference Education Code §87787

ARTICLE 34

Disability Allowance

- 34.1 The District may grant a leave of absence to any academic member who has applied for disability allowance, not to exceed thirty (30) days beyond final determination of the disability allowance by the State Teachers' Retirement System (STRS). If the member is determined to be eligible for disability allowance by STRS, the leave shall be extended for the term of disability, but not more than thirty-nine (39) months.
- 34.2 The District shall classify as temporary members those persons employed to fill vacancies caused by the absence of academic members who are classified as permanent and are receiving a disability or insurance allowance or benefit from the system or from a group insurance plan for which the District is paying the cost or deducting the cost from the members' salaries.
- 34.3 For purposes of this section, the term of employment of the temporary member shall be equal to the number of days of absence of the member receiving the disability allowance.
- 34.4 If the term of employment extends beyond this period, the temporary member shall be credited for all days served as a probationary member pursuant to Ed. Code requirements.

Reference Education Code Section §87789

ARTICLE 35

Conference Leave

35.1 Description

Funding allocated per this article will be for full-time and associate members, for conferences, professional meetings, and other activities designed to improve the professional competencies of the members. This funding will be approved by a Conference Leave Committee, established at each college and composed of two faculty (one selected by the Academic Senate and the other selected by the WVMFT), and one administrator (selected by the college president).

A faculty member may also request to use conference funds for trainings and up to five credit units of classes, however classes taken solely for the purpose of the faculty obtaining additional degrees or certificates and without benefit to the member's program or college will not qualify for conference funds.

Activities shall be related to the specific professional area of the member; provide innovative ideas, update teaching techniques/methods (including training or updates in teaching distance education classes), and present new areas for growth in the members' professional area; or other related professional activities.

1. Conference funds are allocated only for activities that shall be pertinent to the educational objectives of the department and college.
2. Activities shall not require the member to be absent from scheduled duties more than five (5) workdays during an academic year. An extension may be granted with the approval of the appropriate college President.
3. All travel and conference attendance associated with this article must comply with AP 6311 and AP 7400.
4. Leaves granted under this article are considered to be paid leaves.
5. Within the fiscal constraints of the District, funds for substitutes may be provided.

35.2 Conference Funds

The District will allocate \$250,000 per academic year divided among each college on a prorated basis according to the relative number of full-time faculty at each.

Eligibility for conference participation is during the term of active employment.

Any conference funds not used during the year shall not roll-over to the next academic year. A conference or activity that has been approved and paid for in the current fiscal year that commences or extends into the next fiscal year shall have its approved budget carried over into the next fiscal year.

Legacy Conference Funds

Conference funds currently available as of the end of the 2018-2019 academic year (legacy conference funds) shall be retained in their respective accounts and available to the departments or faculty to which they are allocated until April 30, 2022.

The deadline to submit a conference reimbursement form for use of legacy funds is not more than 45 days after the conference and no later than April 30, 2022.

There is no requirement to exhaust legacy funds prior to applying for conference funds described in Article 35.2. However, any remaining balances in legacy conference fund accounts will be unavailable after April 30, 2022.

35.3 Conference Leave Reimbursement of Expenses

Faculty members who wish to use district conference funds for expenses shall comply with a prepayment and/or reimbursement process as devised and approved by the Conference Leave Committee. Committee approval shall allow prepayment for expenses by Accounts Payable if applicant submits documentation and check request(s). The Committee shall submit to each applicant a "Statement of Approval," indicating the award amount, when an application is approved. The Committee should make every effort to approve applications for conference funds in a timely and ongoing manner throughout the academic year.

Following completion of the conference, professional meeting, activity, training, or class, the members seeking reimbursement shall complete and submit the Conference Attendance Reimbursement form along with original receipts and the "Statement of Approval" to Accounts Payable. Should expenses be less than the original award amount, Accounts Payable will only reimburse the member for actual conference and related expenses.

The Committee should make every effort to accommodate the professional development of all members by adhering to a fair and equitable process when evaluating applications. It should be the objective of such process to benefit as many members as possible.

ARTICLE 36

Banked Load and Banked Load Leaves

36.1 Definition

Banked load leave is leave which is earned and results from an accumulation of overload, summer and/or winter session assignments which the member has chosen to “bank” rather than receive payment.

Time spent on banked load leave shall be treated as any other paid leave with regard to continuance of fringe benefits, including retirement, and shall not be considered a break in service of the member. (Reference: Education Code §87790)

36.2 Eligibility

Eligibility of members to receive and bank overload assignments is specified in Article 17.5; eligibility of members to receive and bank summer and/or winter session assignments is specified in Article 18.8.

36.3 Request to Bank an Overload Assignment

Each member shall be allowed to maintain two separate banks subject to eligibility requirements: a Regular Bank and a Pre-retirement Bank, each to be described later in this Article. An assignment to be banked must be identified by the member at the time the contract is signed. Each contract shall include a section directing the member to indicate 1 of 3 options: be paid for the assignment, bank the load in the member’s regular bank, or bank the load in the member’s pre-retirement bank.

If both of the member’s banks are at their maximum accumulation limit (described later in this Article), the member may no longer request that assignments be banked—if the member submits the contract with a request to bank, the member shall be notified by Human Resources and Human Resources shall direct the Payroll Department to pay the member for the assignment.

Human Resources shall keep track of the accumulated banked load in each bank and shall report the accumulated balances of each bank to the member

annually. However, before applying for any banked load leave, the member should verify their accumulated banked load balances with Human Resources.

36.4 Regular Bank

36.4.1 Maximum Accumulation

Load in the member's regular bank may be accumulated up to a limit of 2.0, which is currently the equivalent of a full load for one contract year per Article 17.3. For counselors, librarians or others accumulating overload on an hourly basis, a full load for one contract year shall be defined as 1050 hours (a full semester load being defined as 525 hours.)

36.4.2 Full Semester Leave

A member may withdraw 1.00 load (which is currently the equivalent of a full load for one semester) from their regular bank and take a full semester leave. A member may take only one full semester leave in any time period. A time period starts when a member returns from a full semester banked leave and extends for a minimum of five (5) years.

Partial leaves (as described in Article 36.4.3) may be taken during the five-year period.

Members on full semester leave shall be paid at their full-time pay rate in effect at the time the leave is taken. Members on full semester leave shall be ineligible to teach overloads during the regular academic year. (See Article 17.5)

36.4.3 Partial Leave

Any withdrawal from the bank of less than 1.00 to fulfill a member's full semester load requirement of 1.00 is considered a partial leave.

- a. **Planned.** A member may request a schedule that results in the member having less than a 1.0 load—the member shall then request a withdrawal from the regular bank to balance out their load to a full load. A member may make partial leave withdrawals from their regular bank up to a maximum of two times in any five year period.
- b. **Unplanned.** As described in Article 17.4, a withdrawal from the member's regular bank is one option for the member to balance an unplanned

underload. No overload may be paid or banked while a member has an unresolved underload.

36.4.4 Banked Load Leave Application Procedures

36.4.4.1 Full Semester and Planned Partial Leaves

An Application for Banked Load Leave form is available from the Human Resources Department and must be submitted by the member requesting the banked load leave to the appropriate Department Chair or appropriate supervising administrator by the third Friday of the semester prior to the semester in which the leave is to be taken.

The Application for Banked Load Leave must be reviewed by the Department Chair, or appropriate supervising administrator, who shall provide an analysis of program impact including recommendations for alternative coverage.

Approval of leaves shall be contingent in part upon the ability of the department to maintain its offerings. Additionally, at least 50% of the regular/contract members of a department should be on duty each semester.

In departments receiving multiple applications for banked leave and/or if more than fifty percent (50%) of a department applies for banked load leave, approvals shall be based on the following criteria: 1) availability of replacements, 2) prior applications and rejections, and 3) departmental seniority, with priority given to those members who have not taken a banked leave within the past five (5) years.

Based on the analysis of program impact, the Department Chair, or appropriate supervising administrator, must make a recommendation of approval or denial of the banked load leave and must sign the Application form. If denied, the Department Chair must notify the member, in writing, of the rationale for denial.

If approved, the Application form shall be reviewed by the Division Dean, who must make a recommendation of approval or denial of the banked load leave and must sign the Application form. If denied, the Division Dean must notify the member, in writing, of the rationale for denial. If approved, the Application form shall be reviewed by the Vice President, who must make a recommendation of approval or denial of the banked load leave and must sign the Application form. The Vice President's review should be completed by the

seventh Friday of the semester prior to the semester in which the leave is to be taken. If denied, the Vice President must notify the member, in writing of the rationale for denial.

If approved, the Application for Banked Load Leave shall be forwarded by the appropriate Vice President to Human Resources for processing.

Upon completion of the banked load leave, Human Resources shall then make the appropriate withdrawal from the member's regular bank.

If denied at any point in the review process, the member shall be given the rationale for the denial in writing. A member requesting use of a banked load leave should not be turned down for such leave more than once by the college. Within five (5) days of notification of denial of a banked load leave request, the member may appeal to the college President. The decision of the college President is final.

36.4.4.2 Unplanned Partial Leaves

If a member chooses to make a withdrawal from his/her regular bank to balance an unplanned underload, the member should request an Application for Banked Load Leave form from Human Resources. After completing the form, the member should forward the form to the appropriate Vice President, to notify the Vice President that the underload has been resolved. The Vice President should then forward the form to Human Resources. Human Resources shall then make the appropriate withdrawal from the member's regular bank.

36.4.5 Regular Bank Cash Out Procedures

A member may choose to cash out any load in their regular bank as described in Article 36.6.

36.4.6 Use of Regular Bank for Retirement

Under certain conditions, unused regular bank may be used in conjunction with certain types of early retirement leaves immediately preceding the member's retirement date. These leaves, including eligibility requirements and application process, are described in Article 15.

36.5 Pre-Retirement Bank

36.5.1 Description

The Pre-retirement Bank was established as one means of encouraging members to do some significant planning in anticipation of their retirement and to ease the transition into this new life phase. The Pre-retirement Bank may be utilized by the member to take one of several types of early retirement leaves immediately preceding their retirement date. These leaves, including eligibility requirements and application process, are described in Article 15 of this contract.

36.5.2 Maximum Accumulation

Load in the member's pre-retirement bank may be accumulated up to a limit of 2.0 (a full load for one academic year.) If the member's regular bank has a zero accumulated balance and the member has not submitted an Application for Pre-Retirement Leave, the load in the member's pre-retirement bank may be used for a full semester leave or a partial leave as described in Article 36.4 above—upon submission of the Application for Banked Load Leave to Human Resources, the appropriate load shall be deducted from the member's Pre-Retirement Bank.

36.6 Banked Load Cash Disbursement Provisions

36.6.1 Description

Banked load not used for the specific purposes described earlier in this article may be converted to cash disbursement as follows:

36.6.2 Active Members

Any amount of accumulated banked load (regular and/or pre-retirement) removed from banked load status for cash shall be paid at the prevailing associate faculty rate. (The cash disbursement chart does not apply.) Prevailing associate faculty rate refers to a member's placement on the associate faculty salary scale at the time a banked load cash disbursement is made. The member must submit a request in writing to Human Resources.

36.6.3 Severance from Faculty Employment

Effective July 1, 2007, any unused banked load of members who resign from faculty employment shall be paid in accordance with the cash disbursement chart below. In the event of the death of a member, the unused banked load of the member shall be paid to the member’s estate in accordance with the cash disbursement chart below.

Any former members who have been appointed to a permanent administrative position within the District shall be paid for their unused banked load per the cash disbursement chart below.

Cash Disbursement Chart	
To be used in the event of a member’s severance from faculty employment or in the event of the member’s death:	
Accumulated Banked Load <i>(pre-retirement and/or regular bank)</i>	Pay Rate
Less than 1.0	Prevailing associate faculty rate for that member
1.0 (whole number)	The member’s current full-time salary
Greater than 1.0, but less than 2.0	First 1.0 at member’s current full-time salary, excess over 1.0 at prevailing associate faculty rate for that member
2.0 (whole number)	The member’s current full-time salary
Greater than 2.0	First 2.0 at member’s current full-time salary, excess over 2.0 at prevailing associate faculty rate for that member

ARTICLE 37**Rejuvenation and Retraining Leave****37.1 Eligibility**

An applicant for a rejuvenation and retraining leave must have rendered at least six (6) years full-time paid service to the District. This leave is intended for members who have provided extended service to the District and are in need of rejuvenation and/or retraining to update professional skills.

37.2 Computation of Length of Service

Credit for one (1) academic year is earned when the member has worked seventy- five (75%) percent of the total number of teaching days in that academic year for more than sixty (60%) percent of the hours per week required for the member's full-time assignment. Unpaid leave(s) shall not be included as service in computing the six (6) years of full-time service required.

37.3 Extent and Distribution of Leaves

The number of rejuvenation/retraining leaves granted each year shall be determined by each college President.

37.4 Board of Trustees Authority

Compliance with the requirements stated in this article does not imply automatic granting of rejuvenation and retraining leave. The final decision rests solely with the Board of Trustees.

37.5 Length of Leaves

Rejuvenation and retraining leaves may be one or two semesters in length, effective on the date of the beginning of a semester only.

37.6 Compensation While on Rejuvenation/Retraining Leave

Compensation while on rejuvenation and retraining leave(s) shall be the member's regular budgeted salary minus the amount used to budget one (1) FTE associate faculty.

Members who undertake gainful employment, or accept a scholarship, fellowship, assistantship, or any other type of compensation while on rejuvenation and retraining leave, shall report such compensation. Any income from such sources, added to the member's District rejuvenation and retraining leave salary shall be reduced by the amount that exceeds that member's regular salary. Any exceptions to this provision may be granted only on petition and approval by the President.

37.7 Benefits While on Rejuvenation and Retraining Leave

During the member's rejuvenation and retraining leave, a member shall receive all health benefits normally accruing to the member, just as if the member were performing his/her full duties on campus.

Retirement shall be affected by this leave. Members should complete an orientation meeting with Human Resources prior to applying for this leave.

37.8 Selection Process

The President shall provide application instructions and evaluation criteria prior to the second Friday in October. Applications shall be evaluated based on the member's proposal, need and other factors as the President may consider appropriate.

37.9 Final Selection

The Board of Trustees shall take action on the applications two months prior to the end of the school year preceding that for which leave is being applied. Action of the Board shall be transmitted to the applicant by the Chancellor.

37.10 Changes to the Original Proposal

Any proposed changes to the original rejuvenation and retraining leave proposal must be submitted in writing to the President for approval prior to the beginning of the leave or prior to changing activities during the leave. Failure to receive approval in writing from the President or designee prior to making changes in the proposal may result in the loss of pay and/or other disciplinary action.

37.11 Uncontrollable Interruptions

Member's rejuvenation and retraining leave programs, which are interrupted by events beyond the member's control, may be extended to permit successful completion. Interruptions would include events such as member illness, injury or substantial changes in the conditions directly affecting the rejuvenation and retraining plan. The member must notify the President and Human Resources of such a request by certified or registered mail within fifteen (15) days of such an event. The President may require whatever information is deemed necessary to make a recommendation to the Chancellor. The granting of extensions to accommodate such events shall be at the sole discretion of the Chancellor.

37.12 Unsuccessful Candidates

Applicants whose proposals are not approved are encouraged to submit new proposals in the following academic year.

37.13 Obligations upon Completion of Rejuvenation and Retraining Leave

37.13.1 Faculty Obligations

- A. A written compliance report shall be filed with the President within thirty (30) days of a member's return to duty. The President shall review the report for compliance with the member's proposal. Failure to meet the deadline shall result in the District withholding ten (10) percent of the member's pay until the President determines the requirements have been met or the member has returned the entire cost of the rejuvenation and retraining leave.
- B. The member's President, Vice President, or Department Chair shall assist the leave recipient in sharing the experience of the leave with the college community.

37.13.2 District Obligations

At the expiration of the rejuvenation and retraining leave, the member shall be reinstated in a position equivalent to that held by the member at the time the leave was granted, unless the member agrees in writing prior to the member's leave to any modifications in the member's duties.

37.14 Grievability

No grievance may be filed or processed in regard to any decision of the President on this rejuvenation and retraining article process, other than failure to follow the established process.

ARTICLE 38

Sabbatical Leaves

38.1 Purpose

The purpose of a sabbatical leave is to provide time during which a faculty member will be able to complete a substantial project that will benefit the individual faculty member, the students, and the college. (Education Code §87767)

38.2 Eligibility

An applicant for a sabbatical leave must have rendered at least six (6) years full-time service to the District prior to the start of a sabbatical leave. An applicant who has previously been awarded and taken a sabbatical leave must have rendered at least six (6) years full-time service to the District between the time they returned from the leave and the effective date of a subsequent leave. (Education Code §87768)

Unpaid leave shall not be included as service in computing the six (6) years of full-time service required.

Credit for one (1) full time academic year is earned when the member has worked seventy-five percent (75%) of the total number of teaching days in that academic year, as specified in Ed. Code §87468.

38.3 Sabbatical Leave Committee

Implementation of the provisions of this article shall be the responsibility of the Sabbatical Leave Committee. Any problems in implementing this article shall be reported to the Associate Vice Chancellor of Human Resources and to the WVMFT, AFT 6554 President, who shall consult in order to resolve the problems.

38.3.1 Membership

The Committee shall consist of one (1) administrator from West Valley College and one (1) administrator from Mission College, appointed by the respective President, and two (2) members appointed by the WVMFT, AFT 6554 Executive Board, (one (1) from Mission College and one (1) from West Valley College), and two faculty members appointed by the Academic Senate from each college, (one (1) from Mission College and one (1) from West Valley College) serving staggered three (3) year terms. A quorum shall be required for the committee to act. The Associate Vice Chancellor of Human Resources

shall serve as an ad hoc consultant to the Sabbatical Leave Committee.

Members of the Committee shall not submit an application for sabbatical leave during their term of service on the Committee.

38.3.2 Committee Chairperson

The chairperson shall be elected from the members. The chairperson shall be elected by a majority vote of the entire Committee and shall have served at least one (1) year before assuming the duties of the office.

38.4 Number of Available Leaves

Each year the District shall provide funding for eleven (11) semesters of sabbatical leaves (in addition to any unused leaves carried forward from previous years). The Sabbatical Leave Committee may recommend fewer than the number of sabbatical leaves available. Sabbatical leaves which are not used or are deferred during a given year shall be carried forward to the following year. The total number of leaves used in any one year shall not exceed fourteen (14) including those carried forward from previous years.

Normally, a faculty member shall apply for a leave to begin in the following academic year. However, at the time of application, a faculty member may request that their sabbatical leave start date be deferred a maximum of one academic year. No more than one-half of the number of new sabbatical leaves available can be granted a deferral during any application cycle.

Sabbatical leaves are awarded from a prioritized list of approved proposals prepared by the Sabbatical Leave Committee.

Should the number of deferral requests be exceeded before the total number of leaves available for distribution is reached, the applicant(s) shall be given the option to retract their deferral request and start their sabbatical the following academic year. The applicant may also choose to re-submit the entire application during the next application cycle.

38.5 Length of Sabbatical Leaves and Obligations upon Return

38.5.1 There are three lengths of sabbatical leave. Members may only apply for one type at a time.

1. One semester on full salary.
2. Two semesters on one-half salary (i.e. 1.0 load project). A member has the option of requesting two non-sequential semesters rather than two consecutive semesters, but the two semesters must be taken within a three semester period.
3. Two consecutive semesters on full salary (i.e. 2.0 load project). This type of sabbatical leave shall begin in a Fall semester unless otherwise approved by the Sabbatical Leave Committee. Members electing this option are required to complete twice the amount of work as a one-semester sabbatical at full pay.

Sabbatical leaves shall be granted effective on the date of the beginning of a semester only unless otherwise approved by the Sabbatical Leave Committee.

38.5.2 Upon completion of the sabbatical leave, the member shall be reinstated in a position equivalent to that held by the member at the time the leave was granted, unless the member agrees in writing prior to the member's leave to any modifications in the member's duties. (Education Code §87774)

38.5.3 As a condition to being granted a sabbatical leave, a member is obligated to render a period of service to the District which is equal to twice the period of the leave regardless of the compensation level of the leave. (Education Code §87770) Banked load leave or approved unpaid leave may be used to interrupt, but not substitute for, any or all of the required service period.

38.6 Compensation While On Sabbatical Leave

38.6.1 Salary

The salary of the member during the course of the sabbatical leave shall be the same amount the member would have been paid had the member not been on sabbatical leave. A work experience-type of sabbatical leave shall not be granted for gainful employment, although the member may accept a salary. The member's District sabbatical leave salary shall be reduced by the work experience salary. Any exceptions to this provision may be granted only on petition to the Chancellor. For members on study-type sabbatical leaves, the

member's District sabbatical leave salary shall be reduced by the amount of any fellowship or assistantship. Any exceptions to this provision may be granted only on petition to the Chancellor.

38.6.2 Benefits

During a one (1) semester on full salary sabbatical leave, a member shall receive all benefits normally accruing to the member, just as if the member were performing his/her full duties on campus. During a two (2) semester on full salary sabbatical leave, a member shall receive all benefits normally accruing to the member, just as if the member were performing his/her full duties. During a two (2) semester on half salary sabbatical leave, a member shall receive all benefits normally accruing to the member, just as if the member were performing his/her full duties, except that their STRS shall be reduced to equal the percent of full-time salary paid by the District. The member may arrange to reimburse the District the reduced STRS monies so that their retirement benefits remain as if they were performing their full duties.

38.6.3 Salary Payments (Education Code §87770)

Compensation granted to the member on leave shall be paid in the same manner as if the member were teaching in the district, upon the furnishing by the employee of a suitable bond indemnifying the district against loss of the cost of the member's sabbatical leave in the event the member fails to render the agreed upon period of service (See Article 38.5.3) following the return of the member from the leave of absence. Such indemnifying bond shall be filed by the employee in Human Resources prior to the beginning of the member's leave and before any compensation shall be paid to the member under the terms of the sabbatical leave article.

- a. The bond shall be exonerated once the member renders the required service to the District upon returning from the leave.
- b. The bond shall be defaulted if the member fails to render the required service to the District upon returning from the leave. The proceeds of the bond shall be divided by the member and the District in the same proportion as the actual amount of time served bears to the amount of time agreed upon.

- c. The bond shall be exonerated in the event the member fails to render the required service to the District due to death or physical or mental disability of the member.

38.7 Types of Sabbatical Leaves

38.7.1 Sabbatical Leave for Study

A member on sabbatical leave for formal study shall complete a minimum of nine (9) semester units or fourteen (14) quarter units of acceptable upper division or graduate work during each semester of their fully paid leave OR a minimum of twelve (12) semester units or eighteen (18) quarter units of acceptable lower division work during each semester of their fully paid leave. These courses shall be taken only at institutions accredited by a regional (WASC equivalent) accrediting agency.

Previous to such leave, the courses to be undertaken must be approved by the committee. A list of preferred and alternative courses shall be part of the applicant's sabbatical proposal.

38.7.2 Sabbatical Leave for Travel

Leave may be granted for travel if such travel has as its basic objective the specific enhancement of the member's teaching effectiveness or other service to the District. Members on sabbatical leave for travel shall remain in travel status for at least seventy-five percent (75%) of the teaching days each semester for which fully paid leave is granted.

Application for such leave shall include a general itinerary (which shall be considered to be some degree flexible) of the proposed travel, together with a statement concerning the proposed objectives of the travel. The faculty member application shall list the benefit of the project for the department or the college.

38.7.3 Sabbatical Leave for Work Experience

Leave may be granted for work experience in the field in which the member teaches or for training provided by a business or industry.

A member granted a sabbatical leave for work experience shall work a minimum of 480 hours per semester.

38.7.4 Sabbatical Leave for Curriculum Development

Leave may be granted for curriculum work. Requests for sabbatical leave to develop curriculum must be accompanied by a needs assessment, letters of recommendation by the member's Department Chair, and Vice President. Such requests should also be accompanied by a statement from the Curriculum Review Committee that the proposal is in keeping with the committee's guidelines regarding course duplication/proliferation and other such items as the committee may feel are appropriate.

38.7.5 Sabbatical Leave for Other Scholarly or Creative Activities

Proposals for other scholarly or creative activities must be submitted in sufficient detail to allow the Committee to evaluate their merit and equate them to academic units of study.

38.7.6 Combined Leave Types

Members may propose a combination of two or more of the aforementioned activities.

38.8 **Application and Selection Procedures**

38.8.1 Application Deadline

Sabbatical leave applications (Appendix F) must be received in the Human Resources Department by the first Friday in December of the academic year immediately preceding the academic year for which leave is requested. The Sabbatical Leave Committee shall provide application instructions and evaluation criteria through publications and workshops.

At the time of application, the member's Department Chair or supervising administrator shall receive written notification that a member of the department has applied for a leave. This notification shall include the length and proposed dates of the leave. Such information is for institutional planning purposes and shall not influence the selection of the proposal by the Committee.

38.8.2 Selection Process

Applications for sabbatical leave shall be reviewed by the committee. All applications shall be anonymous at this stage of the review process. The

committee shall develop a prioritized list of approved applicants by the end of the first week of the Spring semester, using the following criteria:

1. Applicant's Proposed Contributions—Approximately seventy percent (70%) of the total available points shall be judged based upon rationale/need and implementation plan.
2. Applicant's Past Contributions—Approximately twenty-five percent (25%) of the total available points shall be based upon the applicant's past contributions to students, the colleges and the District above and beyond those expected of a professional (i.e., professional activities required as part of a full-time member obligation to the District) or compensated by stipend or release time. Such contributions may include, but are not limited to, scholarship, leadership and contribution to the arts.
3. Other Factors —Approximately five percent (5%) of the total available points shall be based on the member's length of service to the district, the distribution of sabbatical leaves among various departments, the needs of the individual applicant, and/or the number of prior sabbaticals awarded the member.

If the majority on the committee seek further clarification concerning an application(s) the committee may at its discretion allow the applicant to resubmit the applications for a second review.

Upon completion of the sabbatical committee's selection process, the list shall be sent to the Human Resources Department for forwarding to the college Vice Presidents of Instruction/Student Services, the college Presidents, Chancellor and the Board of Trustees. At this time the committee shall inform the applicants of the committee's recommendations.

38.8.3 Final Selection

The Board of Trustees shall take action on the applications by the first board meeting in March preceding the school year for which leave is being applied. Action of the Board shall be transmitted to the applicant by the Chancellor/designee.

38.8.4 Unused Sabbatical Leaves

Should a recipient of a sabbatical leave be unable to use the leave, the Board of Trustees shall be so notified by the Chancellor. A leave shall be granted to the next recommended candidate, if available.

38.8.5 Unsuccessful Candidates

Applicants whose proposals are not approved are encouraged to submit new proposals in the following academic year. Applicants are encouraged to contact the Sabbatical Leave Committee for suggestions on submitting a new proposal.

38.8.6 Board of Trustees Authority

Compliance with the requirements of this article does not imply automatic granting of sabbatical leave. The final decision rests solely with the Board of Trustees.

38.9 Reporting Upon Completion of Sabbatical Leave

38.9.1 Compliance Reports

A written compliance report shall be filed with the Sabbatical Leave Committee by the fifth Friday of the semester of a member's return to duty. The compliance report shall consist of the end products indicated in the proposal and documentation demonstrating that the member has completed all tasks delineated within the proposal.

The Committee shall review the report for compliance with the member's proposal. Unsatisfactory reports shall be returned to the member for revision. Revised reports must be received by the committee within thirty (30) days of their return to the member. Extensions to those deadlines may be granted by the committee. Such extensions can only be granted in writing upon receipt of a written request from the member.

Failure to meet compliance deadlines shall result in the matter being referred to the Associate Vice Chancellor of Human Resources. Any faculty member who is granted a sabbatical leave shall, as part of the application for the leave, give the District written consent to withhold salary in accordance with the provisions of this section, if the necessary reports have not been filed and accepted by the Committee by the established deadline.

Failure to meet either of the above deadlines shall result in the District withholding ten (10%) of the member's pay until the committee certifies that all requirements have been met, or having failed conclusively to meet the requirements, the member must return the entire cost of the sabbatical leave.

38.9.2 Compliance Communication

The member's President, Vice President, or Department Chair shall assist the leave recipient in sharing with the appropriate segment of the college community the experience of the leave.

38.10 Uncontrollable Interruptions

Members' sabbatical leave programs which are interrupted by events beyond the member's control may be extended to permit successful completion. Interruptions would include events such as member illness, injury, or substantial changes in the conditions directly affecting the sabbatical plan. The member shall notify the committee and Human Resources of such a request by certified or registered mail within fifteen (15) days of such an event. The Committee may require whatever information deemed necessary to make a recommendation to the Chancellor. The granting of the extensions to accommodate such events shall be at the sole discretion of the Chancellor.

38.11 Changes to Original Proposal

Changes to approved proposals generally are not considered unless the proposal cannot otherwise be completed because of unusual or unforeseen circumstances (also see Article 38.10).

Any requests for change to an approved proposal must follow these guidelines:

1. Proposed changes in content or type of leave shall be submitted in writing to the chair of the Sabbatical Leave Committee before beginning the leave or before changing activities if the leave is already in progress.
2. Changes shall be approved by the Committee chair or designee and the Associate Vice Chancellor of Human Resources. The request shall go back to the entire committee for consideration if either party disapproves, or if the change involves the type of leave or if the change is major.

38.12 Grievability

No grievance may be filed or processed in regard to any decision of the

Sabbatical Leave Committee on this sabbatical article process, other than failure to follow the process established.

ARTICLE 39

Academic Exchange Leave

- 39.1 Upon recommendation of the college President and the Chancellor, and with approval of the Board of Trustees, a one-year leave of absence (two consecutive semesters) may be granted to regular members for an exchange leave.
- 39.2 Acceptance of any exchange position by a member shall not affect the member's seniority or position when accepted into an exchange program nor shall it affect any of the member's rights under STRS or under any local or District retirement plan or system.
- 39.3 In the event a member serving as an exchange instructor is compelled to be absent from the member's duties because of injury, illness or quarantine, the member's home district shall pay the substitute employed and shall decrease the member's accrued sick leave or, if the member has no sick leave accrued, deduct the amount paid the substitute from the member's salary.
- 39.4 If the member from the District serving as an exchange instructor decides not to complete the exchange leave, the member shall immediately notify the appropriate college President or designee. The college President or designee shall notify the Associate Vice Chancellor of Human Resources within five (5) days of receipt of the member's notice of intent to return. If the member does not complete the exchange leave, the member may have the salary deducted for that proportion not completed or the District may allow the member to complete the member's leave within the District.
- 39.5 Credit for such service on the salary schedule and all other fringe benefits shall be granted on a year-for-year basis.

ARTICLE 40**Unpaid Leaves of Absence**

The Board of Trustees has sole, exclusive and discretionary rights to grant leaves of absence, (e.g., educational leave, health leave, paid or unpaid, or extension of leave) as the Board sees fit and proper, on condition that such leaves shall not individually exceed any one (1) year in duration and that all continuous leaves granted to any individual member under any authority of this Article shall not, collectively, exceed two (2) years continuous duration.

- 40.1 Regular/contract members may be granted a leave without pay for not more than twenty-two (22) assigned duty days in any one (1) academic year at the approval of the Chancellor.
- 40.2 Regular/contract members requesting unpaid leaves of absence from twenty-three (23) assigned duty days to one (1) year may be granted such leave upon recommendation of the college President, the Chancellor and with approval of the Board of Trustees.
- 40.3 Except where specified elsewhere in this contract, members on unpaid leave over twenty-two (22) assigned duty days shall be eligible for and retain fringe benefits of their position (in accordance with each specific insurance program, carrier, and District requirements) by paying monthly prior to the tenth (10th) day of the month in advance, the full District and member costs of any such program(s). Members not electing to pay such total costs shall have such benefits rescinded until their return from leave.
- 40.4 Members on leave must notify the President of the appropriate college of their intent to return for Spring Semester by the first Friday of the preceding Fall semester or for Fall Semester by the first Friday of the preceding Spring semester. The President or designee shall notify the Associate Vice Chancellor of Human Resources within five (5) days of receipt of the member's notice of intent to return.
- 40.5 Unless otherwise indicated, unpaid leaves may be extended or shortened by mutual agreement between the member and the college President with the approval of the Board of Trustees. In any case, an extension shall not establish precedent for any other extension to any other member under the same or similar circumstances.

- 40.6 Members on unpaid leave are not eligible for an overload assignment (per Article 17.5), committee assignment or consultant contract with the District. Members on a partial unpaid leave may fulfill assigned time responsibilities as a part of their load but may not have assigned time as an overload. The member may be consulted on department/division matters as needed. Members on unpaid leave are eligible for summer/winter session assignments (per Article 18.8).

ARTICLE 41**Parental, Child Rearing, and Family Medical Leave****41.1 Parental and Child Rearing Leave**

41.1.1 A leave without pay with District-paid health and welfare benefit payments may be granted by the Board for a maximum of six (6) months upon the birth (after the pregnancy disability described in Article 30 concludes), adoption, or foster-care placement of a child. Parental Leave available under the California Family Rights Act (CFRA) may be taken for a maximum of 12 weeks, following pregnancy disability leave. Such leave may also be taken on an intermittent basis in minimum increments of two weeks for a total of 12 weeks of leave within one year of the birth, adoption, or foster care placement of a child. Leave available under CFRA and the federal Family Medical Leave Act (FMLA) shall run concurrent with the six (6) month leave under this paragraph. District-paid payments refer to those premiums normally paid by the District. Any portion normally paid by the faculty member is the responsibility of the faculty member.

41.2 Family Medical Leave

41.2.1 Unpaid family medical leave may be taken to care for a son, daughter, spouse or parent (not parent-in-law) who has a serious health condition as defined by California Government Code Section 12945.2© (8).

41.2.2 Regular/contract faculty must have been employed for at least 12 months preceding the date of request to start the leave.

41.2.3 Eligible faculty are entitled to take up to a total of 12 work weeks of leave during the 12 months beginning with the first day of leave. Leave may be taken intermittently, provided the faculty submits certification from his/her health care provider which certifies that the intermittent leave is necessary for, or will assist in care of the family member. The certification for the family member must provide the date on which the serious health condition began, the probable duration of the condition, an estimate of amount of time which the health care provider believes the member needs to care for the family member, and a statement that the serious health condition warrants the member's participation to provide care during the family member's treatment.

Faculty using leave on an intermittent basis must try to schedule the leave to minimize disruption to normal operations.

- 41.2.4 Faculty may take the leave provided in this section by using either available paid leaves, using unpaid leave, or a combination of both, up to twelve (12) weeks in total. Eligible faculty may use accrued sick leave before unpaid leave is taken. In addition, faculty may use personal necessity identified in Article 29.
- 41.2.5 During the period of leave defined in Article 41.2.3, the District shall maintain the faculty member's group health insurance coverage at the same level and under the same conditions as before the leave began.
- 41.2.6 Faculty must provide written notice to the appropriate Vice President and the Associate Vice Chancellor of Human Resources or designees at least leave 30 days prior to taking family care leave, or if 30 days' notice is not possible due to circumstances beyond the faculty member's control, must provide notice as soon as reasonable.

ARTICLE 42

Military Leave

Members shall be granted a military leave in accordance with provisions of Education Code and Military and Veterans Code upon notification to the District, (preferably by submitting official orders) by the affected member.

Reference: Education Code Sections §87700, §87832

ARTICLE 43

Legislative Leave

- 43.1 A regular member who is elected to the Legislature shall be granted a leave of absence from his/her duties as a member of the district by the Board of Trustees.
- 43.2 During the term of the leave of absence, the member may be employed by the District to perform less than full-time service for compensation, and upon terms and conditions as may be mutually agreed upon.
- 43.3 This absence shall not affect in any way the classification of the member.
- 43.4 Within six (6) months after the term of office of the member expires, the member shall be entitled to return to the position held by the member at the time of the member's election, at the salary to which the member would have been entitled had the member not been absented from the service of the District under this section.
- 43.5 Notwithstanding any provision of the Education Code to the contrary, a person employed to take the place of any such member shall not have any right to the position following the return of the member to the position.

Reference: Education Code Section §87701

ARTICLE 44

Professional Growth and Development

44.1 Purpose

The Full-Time Academic Salary Schedule allows for automatic step advancement through Step 12. The purpose of this article is to encourage the continued professional growth of members through on-going updating of knowledge and ability, development of new skills and continuous analysis and improvement of professional expertise, by allowing for additional step advancement on the Salary Schedule.

44.2 Eligibility

All regular members who are currently on or within one (1) year of step 12 and are in Satisfactory status shall be eligible to apply to receive Professional Growth & Development (PG&D) salary schedule step advancement. Thereafter, during the final year of the growth step, the member is eligible to apply to move to the next growth step. The member must be in Satisfactory appraisal status to apply for any PG&D step and the member must remain in Satisfactory appraisal status throughout the term of the professional growth project.

44.3 Professional Growth and Development Committee

44.3.1 Membership

The District's PG&D Committee shall consist of the following: a) four (4) regular members appointed by WVMFT, AFT 6554, two (2) from West Valley College and two (2) from Mission College, and b) two (2) educational administrators or their faculty designee, one (1) from Mission College and one (1) from West Valley College, each appointed by the President. One faculty member from the Committee shall be identified as a resource person for purposes of assisting faculty in meeting established guidelines and filing the necessary proposal or report.

A Committee member missing two (2) or more consecutive meetings may be replaced by the appointing body at the request of the Chair. Four members in attendance shall constitute a quorum. It will take a vote of two-thirds (2/3) of those present (minimum of three) to reconsider a previous decision.

A member may not vote on his/her own proposal for a professional growth step.

44.3.2 Term of Appointment

The members shall serve for a period of four (4) years on a staggered basis. To ensure that at least one member of the Committee shall serve for the duration of a regular proposal, the terms shall be staggered such that no two members' terms will expire at the same time. Members may be appointed by WVMFT, AFT 6554 to the Committee for more than one term.

44.3.3 Chairperson

The Chair shall be one of the regular faculty members of the Committee, whenever possible one who has been on the Committee for at least one (1) year. The Chair shall be elected by a majority vote of the Committee and, as much as possible, the position shall alternate between the two colleges. Upon request, the Human Resource Specialist shall provide the Chair with reasonable and appropriate administrative support.

44.3.4 Responsibilities

The Committee is responsible for establishing all rules and regulations necessary for implementation of this article, subject to approval of WVMFT, AFT 6554, with consultation from the District Academic Senate and the Human Resources department.

The Committee is responsible for:

- A. Maintaining a permanent file of all PG&D applications, correspondence and compliance records;
- B. Requesting and receiving proposals and compliance reports;
- C. Reviewing and requesting modifications or clarification of proposals and compliance reports;
- D. Transmitting the Committee's preliminary recommendations on new proposals and compliance reports to the appropriate college President;

- E. Certifying that the project has been satisfactorily completed;
- F. Forwarding final recommendations on compliance reports to Human Resources;
- G. Forwarding the final certification of completion to Human Resources for their files;
- H. Forwarding summary statements of completed projects to Human Resources for inclusion in the Board of Trustees' agenda for final approval.

44.4 Requirements

To qualify for advancement to a growth step, a member must fulfill two requirements:

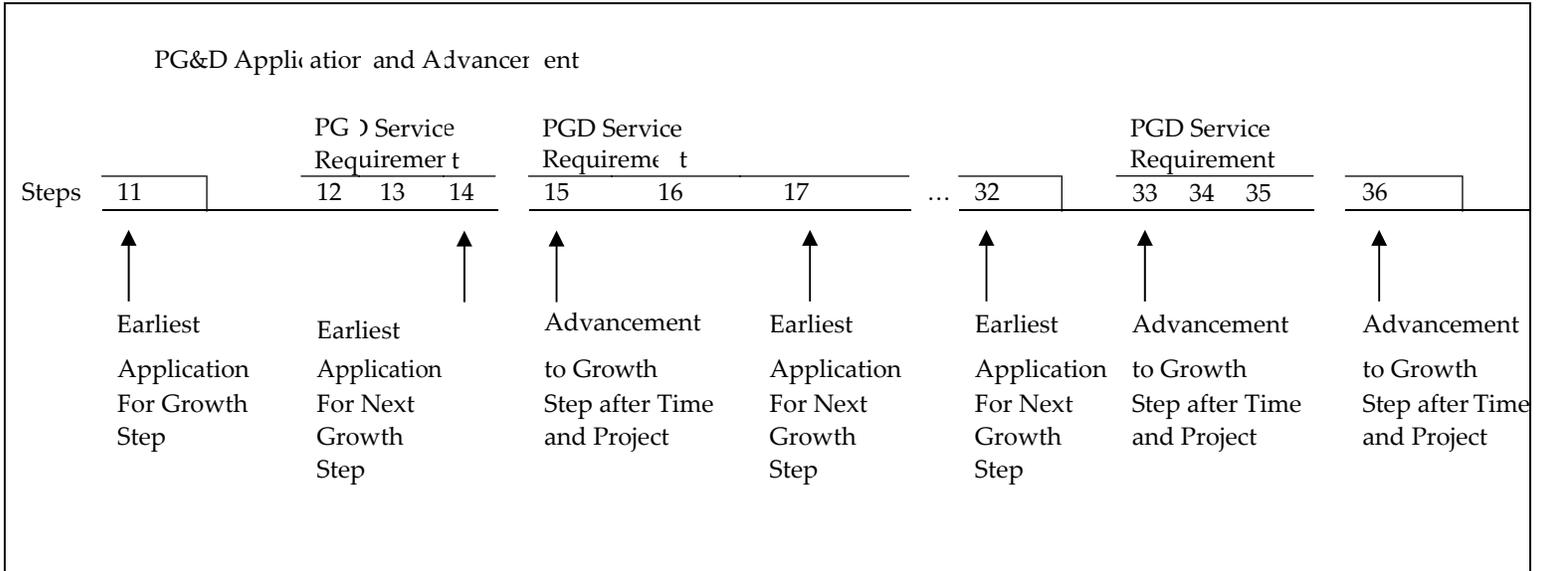
1. Three (3) years of service as a contract or tenured faculty member
2. Completion of a Professional Growth and Development Project

Advancement to the growth step and the corresponding salary increment shall be granted effective the start of the next academic year after the project compliance report is accepted and approved by the Board of Trustees. A member is eligible to submit a proposal no earlier than one year prior to step advancement to Step 12 or any other growth step.

44.5 Service Requirement

A growth step advancement cannot take place in less than three (3) years. The 3-year time period runs from the time the member is placed on Step 12 or a growth step, not from the PG&D application date. The service requirement may be completed before the member submits a PG&D application.

For example, if a member has been on Step 12 for six years, the member may submit an application for PG&D advancement. Once the PG&D Project has been completed, the member is qualified for growth step advancement. Once the member is placed on the growth step, an additional three years of service is required for advancement to the next growth step. Having served six years on Step 12 does not qualify the member for two growth step advancements.



44.6 Professional Growth & Development Project

Each Professional Growth & Development Project must consist of activities judged by the PG&D Committee to be the equivalent of eight (8) semester units of academic work from an accredited institution, based on one unit = 48 hours. The project must meet the guidelines in this article as well as the specific guidelines supplied by the Committee prior to application.

44.6.1 Project Proposals

The proposal shall describe the purpose of the project, its objectives and the proposed activities and measurable outcomes, as well as evaluation criteria to be used. Anticipated results of the project should be clearly written so that they show the value of the project to the applicant, students and/or college/District.

The project must contain course work or activities equivalent to at least eight (8) semester units (see Article 44.6.3). The project must produce a measurable outcome which will benefit the applicant, the department/college/District and/or the students.

There are two (2) segments that must be addressed in any proposal.

Segment A

This segment of the project must contain course work or activities equivalent to at least three (3) semester units from any of the following four (4) subject areas: computer technology; instructional/student service methodology; cultural awareness/diversity; and learning theory; or this segment may include activities requested and supervised by the appropriate College President or designee. Course work need not be upper division if the applicant has limited background in the subject area. In-district courses must be taken on a credit basis. If the proposer takes more than three (3) units to satisfy this segment, the additional units may be applied to fulfill all or part of the requirements for Segment B.

Segment B

This segment of the project must contain course work or activities equivalent to at least five (5) semester units (see Article 44.6.3.1). The project must produce a measurable outcome which will benefit the applicant, the college/District and/or the students. This segment of the project shall be submitted as a single proposal of five (5) units with a central theme.

44.6.2 Project Limitations

- A. The project must not involve duplication of sabbatical leave projects, or column advancement course work.

Exception: Course work may be applied to move from Column A to B or from Column E to F at the time the degree is awarded. (Duplication refers to context, not to methodology. Chairing major college committees could be used for more than one growth step).

- B. The project must not involve activities which are part of the applicant's paid duties and responsibilities (i.e. those tasks which an individual is performing as institutional responsibilities or as a necessary part of their main load duties.) The activities used for PG&D must be "over and above" the tasks assigned within the Department or Division.
- C. The project must not involve activities completed prior to January of the project application approval year.

44.6.3 Approved Activities

44.6.3.1 Credit Course Work

A "credit" grade, or a grade of C or better, must be obtained. All units must be calculated in semester units (multiply quarter units by two and divide answer by 3 to obtain equivalent semester units). Upper division or graduate level

course work from an accredited institution accompanied by a transcript is required for Segment B except for the following circumstances:

- a. The objective of the project is to enable the member to move to a new discipline in which there is a District need.
- b. The subject is new to the applicant and lower division course work is required in order to obtain or further an understanding of the new subject.
- c. Lower division course work is appropriate due to advancement in knowledge and technology in the applicant's discipline or closely related field.
- d. The object of the project is for the member to study classroom and teaching techniques over an extended time period.
- e. In all cases, when the applicant wishes to use lower division course work for PG&D credit, the applicant should consult with and obtain a written recommendation from the Vice President or designee for inclusion in the application.

44.6.3.2 Curriculum Development

Curriculum development proposals are eligible for credit when suggested and/or recommended through a formal program review process or through a similar process developed by the applicant's Department/Division.

Requests to develop curriculum must be accompanied by written recommendations from the applicant's Department Chair and Division Dean. Such recommendations should address the identified needs of the department/division/college and the feasibility of offering the course(s) after developed. Such requests should be accompanied, if possible, by a letter from the curriculum committee that the proposal is in keeping with the committee guidelines.

44.6.3.3 Participation in Workshops and Conferences

A workshop/conference participation activity requires that the proposal contain specific information regarding the subject of the workshop or conference and its relationship to the project theme. In order to be approved for PG&D credit, specific information such as dates and location must be evaluated by the Committee and should be included in the original proposal if known, or forwarded to the Committee before attendance if unknown at the time of application. A half-day conference is one that is 4 hours in length and is valued at 0.125 units. A one-day conference is one that is 8 hours in length and is valued at 0.25 units per 8-hour conference day. Travel time is not

included.

44.6.3.4 Organizational Activities

PG&D credit is available for organizational and/or committee work which is not otherwise compensated by either assigned time or stipend and is not being counted as part of the faculty members required institutional responsibilities. A maximum of two (2) units may be earned for organizational activities per growth step.

One (1) unit of credit may be earned for chairing a major college committee for one year in which no release time or remuneration is given. Examples would include, but not be limited to, chair of a program review committee, chair of any faculty or administrative hiring committee, or chair of a contract faculty appraisal team. One-half (0.5) units of credit may be earned for service such as Academic Senate Vice President, Student Club Advisor, Faculty Mentor, or Accreditation Standard committee chair.

Major college committees include, but are not restricted to, PG&D, Sabbatical Leave, Curriculum, Accreditation Standard and Academic Senate. Chairing or being a member of, and playing a substantial role in the work of, other committees may be individually approved by the PG&D Committee if the time and level of commitment by the applicant is equivalent to the committees described above.

Regular members who undertake a substantial portion of the work activities of a committee, task force, or other college/district group may be eligible to receive Professional Growth and Development credit for this work. The work (committee or other) must be substantial, must be done outside of regular committee meetings, must be described in the application for PG&D credit and verified by the chair of the committee (or other appropriate person). It must be composed of at least 24 hours of work for each 0.5 units of PG&D credit sought.

Eligibility for this PG&D credit requires attendance at any related workshops or training sessions, when available, during flex days or at other designated times. However, workshop credit may count toward independent flex day credit to meet their obligations if approved per Article 16.3 or toward fulfilling the PG&D educational component but not both.

Serving as a major officer (President, Secretary, Treasurer or the equivalent) of a local, state or national professional organization is valued at one (1) unit for each year in that capacity. The achievements of the organization of which the member was a participant must be summarized in the compliance report and should be related to the proposer's field of expertise.

44.6.3.5 Travel

Travel must produce a measurable outcome that will enhance a member's performance in his/her discipline or benefit the students, college and/or the District. What is learned from the travel must be demonstrated to be measurable; slides, travel itineraries, receipts, or tickets are not measurable outcomes. Examples of measurable outcomes are: a series of presentations relevant to themes or concepts in a particular course that you teach; sets of handouts with written outlines for accompanying lectures; written outlines for a series of lectures. The compliance statement must specify how the travel will be incorporated into the measurable outcome proposed.

44.6.3.6 Authorship

The Committee shall determine the unit values individually, based on time and work information supplied by the applicant. Evidence of publication, or of interest in publication from some publisher, of the article or book must be included in the compliance report. Presentations at conferences or workshops may be applied for PG&D credit. Unit value shall be assigned based on one unit = 48 hours.

44.6.3.7 Contribution to the Arts

The Committee will determine the unit values on a case- by-case basis determined by time and work information supplied by the applicant. Evidence of jury, presentation or other professional review, if appropriate, must be included in the compliance report. Unit value shall be assigned based on one unit = 48 hours.

44.6.3.8 Research

Research activities must be related to the member's discipline, or identified college or District needs. The Committee will determine unit values individually, based on time and work information supplied by the applicant. Unit value shall be assigned based on one unit = 48 hours.

44.6.3.9 Work Experience

Work experience may be included in a project. Such work experience must be related to the applicant's discipline and any remuneration must be justified to the Committee. Unit value shall be assigned based on one unit = 48 hours.

44.6.3.10 Other Activities/Projects

Other projects which have a central theme and identifiable/measurable results which will benefit the applicant, students and/or the college/District may be

proposed. The Committee will determine the unit value of the project individually based on time and work information supplied by the applicant. Unit value shall be assigned based on one unit = 48 hours.

44.6.3.11 Performance Objectives

Any department chair may initiate a request for professional growth activities within the PG&D guidelines with a project using managerial performance objectives. The Committee will determine the unit value of the project individually based on time and work information supplied by the applicant. Unit value shall be assigned based on one unit = 48 hours.

44.7 Procedure

Prior to applying for a PG&D project, it is required that the applicant obtain a copy of the PG&D Committee's Guidelines and attend a Committee-sponsored meeting before submitting a proposal. The guidelines may be obtained from the Human Resources Department or the PG&D Committee. The applicant is urged to request assistance from the Committee's identified Resource Person in meeting these guidelines.

44.7.1 Application and Review Process

44.7.1.1 Written proposals shall be submitted electronically to Human Resources by the second Friday in October. Assuming the proposal meets the general requirements of this article, the Committee shall not disapprove any proposal without first requesting modification or clarification from the proposer. A member is eligible to submit a proposal no earlier than one year prior to step advancement to Step 12 or any other growth step.

44.7.1.2 All requested modifications or clarifications requested by the Committee after review of the proposal must be returned to the Committee Chair by the date indicated in the request for modification/clarification. It is the applicant's responsibility not that of the PG&D Committee, to ensure that all requests for modification or clarification are completed in a timely manner. Failure to do so may result in a delay of approval until the following year and hence a loss of a year for completion.

44.7.1.3 All proposals, together with the Committee recommendations, shall be forwarded to the college President for review by the last day of Fall semester. The President shall confer with the Committee Chair (or, if indicated, the entire Committee) prior to making recommendations regarding the proposals.

44.7.1.4 Applicants whose proposals are rejected by the Committee may appeal in writing to the President. Such appeals must be received within fifteen (15) working days of written notification of rejection. If the President agrees with

the Committee decision, he/she shall inform the Committee, the applicant, and Human Resources in writing. If the President does not agree with the Committee, he/she shall discuss the appeal with the Committee chair before reaching a final decision and shall communicate the decision to the Committee, the applicant, and Human Resources in writing.

44.7.1.5 All decisions of the President with regard to PG&D proposals may be appealed to the Chancellor. Such appeals must be received within fifteen (15) working days of written notification of rejection from the President. If the Chancellor agrees with the Committee decision, he/she shall inform the Committee, the applicant, and Human Resources in writing. If the Chancellor does not agree with the Committee, he/she shall discuss the appeal with the Committee chair before reaching a final decision and shall communicate the decision to the Committee, the applicant and Human Resources in writing.

44.7.2 Completion and Compliance

The completion year of the PG&D project is the academic year (refer to Article 16) in which the PG&D project is completed and the compliance report is submitted to Human Resources.

44.7.2.1 Projects normally shall be completed within a three (3) year time frame from the first Friday in June of the year of approval. Extensions to the timeline must be approved by the PG&D Committee.

44.7.2.2 Once a project proposal has been approved, no revisions shall be accepted, with the following exceptions:

44.7.2.2.1 Minor Revisions: Courses or workshops and conferences may be changed so long as the level of the courses remains unchanged, the theme of the project is maintained, and the hours involved are unchanged. Advance request for approval by the Committee is recommended to avoid the possibility of rejection of the compliance report, but it is not required. The applicant must, however, submit the information about the change in writing to the Committee within a month of making the change or, if it is in the summer, by the beginning of next term.

44.7.2.2.2 Major Revisions: Any revision that is not a minor revision as defined above shall be submitted to the PG&D Committee in writing and shall be considered on an individual basis. Approved major revisions shall be submitted by the Committee to the President for review and final decision. The appeals process for major revisions shall be the same as for initial proposals. (Article 44.7.1)

44.7.2.2.3 A written compliance report which includes evidence of completion shall be submitted to Human Resources (electronic submission is allowed) no later than the second Friday in April of the completion year. If clarifications/modifications of the Compliance Report are requested by the PG&D Committee, the applicant shall respond in writing to the Committee and the response must reach the Committee by the date specified in the request. Failure to do so may result in delaying approval of the growth step.

If, by the second Friday in April of the year of completion, all required work has not been concluded (e.g., course work is in progress, workshops/conferences are to be attended) but will be completed by the first Friday in June, the applicant must submit their Compliance Report by the second Friday in April and indicate that they shall forward the documentation of completion of the missing work to the Committee Chair upon completion. The latest time for documenting unfinished work is the first Friday in June of the completion year.

All compliance reports that have been recommended for acceptance by the Committee shall be forwarded to the President with the Committee's written recommendations for review by the second Friday in June. After the President's review, the Committee's final recommendation shall be forwarded to Human Resources. Human Resources shall forward the recommendations to the Board of Trustees for final approval of the growth steps to ensure compliance with Article 44.7.2.2.5 below.

44.7.2.2.4 Rejections may be appealed in writing within fifteen (15) days of receipt of the rejection notification. Such appeals must be made to the Chancellor.

44.7.2.2.5 The salary increment for an approved growth step shall be implemented the first pay period of the regular academic year.

ARTICLE 45

Grievance Procedures

45.1 Purpose

To provide an orderly procedure for reviewing and resolving alleged grievances at the lowest possible administrative level.

45.2 Definitions

45.2.1 Grievance

An allegation by a member that there has been a specific violation, misinterpretation or misapplication of the provisions of this Agreement.

45.2.2 Grievant

Any regular/contract or associate member no specific member of the unit has been aggrieved.

45.2.3 Day

Any day on which the District Administrative offices are open to the public for business.

45.3 Confidentiality

To encourage fair and timely grievance review, it is agreed that, from date of filing until final completion, neither the grievant, WVMFT, AFT 6554 nor the District shall publicly comment upon the grievance or any evidence in its support.

45.4 Release Time

The WVMFT, AFT 6554 Grievance Officer, may be released from regular work duties with no loss of pay or benefits to accompany a grievant to present a grievance. Whenever possible, meetings shall be arranged outside the scheduled assignment of all parties.

45.5 Who May File a Grievance

- a. Any current member of the unit.
- b. Any WVMFT, AFT 6554 authorized officer acting on behalf of WVMFT, AFT 6554 as a grievant.
- c. Any WVMFT, AFT 6554 officer authorized in writing to file a written grievance on behalf of a current member.

45.6 Who May Represent a Grievant

- a. An authorized WVMFT, AFT 6554 representative.
- b. The grievant.
- c. A representative of the grievant's choosing other than an agent of another employee organization.

45.7 Additional Provisions

- 45.7.1 No regular/contract member or associate member may use this procedure in any way to appeal discharge, non-re-employment or any decision by the Board of Trustees to not renew the member's contract or employment.
- 45.7.2 No member shall use this procedure to dispute any action of the Board of Trustees which complies with State or Federal Laws or Regulations.
- 45.7.3 No member shall use this procedure to appeal any Board decision that was made to keep the District in compliance with a State or Federal Regulatory Commission or Agency.
- 45.7.4 No member shall use this procedure where a State or Federal law has established an agency with jurisdictional responsibility for resolving such disputes or causes alleged.
- 45.7.5 If the administrator at any level of the formal grievance process is involved in the grievance, the process moves to the next higher level.
- 45.7.6 At every level, parties will notify each other in advance of the participants to be involved in the process.

45.8 Time Limits

- 45.8.1 Within twenty (20) working days of the time a member knew or reasonably should have known of an alleged grievance, the member shall initiate the grievance process by reviewing the grievability of the dispute with WVMFT, AFT 6554.
- 45.8.2 A grievant who fails to comply with established time limits at any step shall forfeit all rights to further processing relative to the grievance inquestion.
- 45.8.3 The District's failure to respond within the established time limits at any step entitles grievant to proceed to the next step of the process.
- 45.8.4 Any steps in the grievance process and/or time limits may be waived by mutual consent of the parties

45.9 FORMAL GRIEVANCE

To file a formal grievance for violations of the contract or District Administrative Procedures a Grievance Statement must be completed by the grievant or the WVMFT, AFT 6554 Grievance Officer and submitted to the Human Resources Office.

45.10 Level I – Vice President

- 45.10.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the receipt of the grievance by the Human Resources Office in 45.9. The appropriate Vice President shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.
- 45.10.2 The appropriate Vice President or designee shall submit a written decision to the grievant within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.
- 45.10.3 Within twenty (20) working days of the receipt of the written decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.

45.11 Level II – President

- 45.11.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the notification by the Human Resources Office in 45.10.3. The President shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.

- 45.11.2 The President or designee shall submit a written decision to the grievant and Associate Vice Chancellor of Human Resources within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.
- 45.11.3 Within twenty (20) working days of the receipt of the decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.
- 45.11.4 Within twenty (20) working days of the receipt of the written notification to appeal, the Human Resources Office shall notify both the Chancellor and the grievant and shall send a copy of the Grievance Statement to the Chancellor.

45.12 Level III – Chancellor

- 45.12.1 Either party to the grievance may request a personal conference with involved parties at this level, within twenty (20) working days of the notification of appeal to the Human Resources Office in 45.11.4. The Chancellor shall notify the Associate Vice Chancellor of Human Resources if such a conference is to be held.
- 45.12.2 The Chancellor or designee shall submit a written decision to the grievant and Associate Vice Chancellor within twenty (20) working days of (1) receipt of the Grievance Statement or (2) conference, whichever is later.
- 45.12.3 Within ten (10) working days of the receipt of the decision, the grievant may appeal the decision by submitting a written notification of intent to appeal to the Associate Vice Chancellor of Human Resources.

If the grievant is not satisfied with the decision at Level III, and if WVMFT, AFT 6554 approves and authorizes such request and action, WVMFT, AFT 6554 may, within ten (10) days, submit a request in writing for advisory arbitration to the Associate Vice Chancellor of Human Resources.

Arbitration and Board of Trustees Decision: Upon request for arbitration, the parties shall attempt to agree upon an arbitrator. If no agreement can be reached, the parties shall request that the San Francisco Office of the State Mediation and Conciliation Service furnish a list of names of potential arbitrators, and an arbitrator shall be selected in accordance with rules and procedures of the American Arbitration Association. The fees and expenses of the arbitrator shall be equally shared by the District and WVMFT, AFT 6554; all other expenses of the arbitrator and the arbitration hearing shall be borne by the party incurring the expenses. The arbitrator shall hear evidence and render a recommendation on the issue(s) submitted. The arbitrator's recommendation shall be based solely upon this Agreement and the evidence

and arguments presented, and the arbitrator shall have no power or authority to recommend that there be any addition, subtraction or modification to or from the terms of this Agreement. The arbitrator shall submit a recommendation, and that recommendation shall be submitted to the District Board of Trustees for their consideration. The Board of Trustees may accept, reject or modify the arbitrator's recommendation.

45.13 Level IV – BOARD OF TRUSTEES

45.13.1 Within thirty (30) working days of the notification of the arbitrator's recommendation or of the appeal to by the Human Resources Office in 45.12.4, the Board shall, during scheduled closed session, consider the appeal. The Board or the grievant may request a conference at the next closed session.

45.13.2 The Board shall submit in writing its final decision to the grievant within twenty (20) working days of the closed session.

ARTICLE 46**Progressive Discipline**

- 46.1 When an academic administrator has identified a unit member's performance or behavioral problem, the following progressive discipline steps shall be used except as set forth in section 46.4.1. When any of the progressive discipline steps are initiated, the WVMFT, AFT 6554 President and the Associate Vice Chancellor of Human Resources shall be notified. An academic administrator, upon consultation with the Associate Vice Chancellor of Human Resources, has the discretion to determine the appropriate level of warning based on the seriousness of the issue. Discipline shall be an oral warning if the infraction is minor. However, a determination to initiate formal discipline as referenced below may only be made by the Associate Vice Chancellor.
- 46.2 Members have the right of WVMFT, AFT 6554 representation during all disciplinary meetings or hearings by the District.

Members on Paid Administrative Leave

Within 90 days of placing an academic employee on involuntary paid administrative leave, the employer should complete its investigation of the accused misconduct and initiate disciplinary proceedings against, or reinstate, the employee.

46.3 Warnings

- 46.3.1 Oral Warning: an oral warning is a verbal communication from an academic administrator to the member regarding a performance or behavioral problem that must be remedied. The oral warning shall be formally communicated to the member in a private meeting between the member and the academic administrator; however, the member shall have the right to have a WVMFT, AFT 6554 representative attend the meeting. The meeting shall be confidential. During the meeting, the member shall be made aware of the reason for the warning, shall be provided with specific examples of the unsatisfactory performance or inappropriate behavior, shall be given suggestions for how improvement may be achieved, and must be provided a statement of the disciplinary consequences that shall result if the member fails to demonstrate immediate and sustained improvement. A written summary of the meeting shall be issued to the employee by the academic administrator after the meeting—this summary shall be placed in the employee's official personnel file. Per Article 11.9, the member shall have the right to enter, and have attached to the warning, his or her own comments. If no further behavioral or performance problem is identified in the 12 months following the placement of this written summary in the employee's personnel file, the written summary shall be removed from the personnel file at the employee's request.

46.3.2 **Written Warning:** a written warning is a written communication from an academic administrator to the member. The written warning must include (a) a summary of any previous oral warnings, (b) the specific rule, regulation, or procedure violated by the member, (c) specific examples of the employee's violation, (d) the desired level of performance or behavior required along with suggestions for improvement; and (e) the disciplinary consequences that shall result if the member fails to demonstrate immediate and sustained improvement. This written warning shall become part of the employee's personnel file. Per Article 11.9, the member shall have the right to enter, and have attached to the warning, his or her own comments. This written warning shall be issued to the member in a formal meeting that shall include the department chair and an academic administrator. The member shall have the right to have a WVMFT, AFT 6554 representative attend the meeting. If further performance or behavioral problems occur, a performance appraisal of the member may be initiated. However, it shall be done only with the concurrence of the Department Chair, supervising administrator and appropriate Vice President.

46.4 **Formal Discipline**

46.4.1 If previous progressive discipline has not produced the desired changes in the member's behavior or performance, or if the member has failed to follow prior directives, the Associate Vice Chancellor of Human Resources shall be notified by the academic administrator. Thereafter, the formal disciplinary process may be initiated in accordance with the California Education Code (§87660- 87683 and §87730-87740). The Associate Vice Chancellor of Human Resources may determine to initiate formal discipline even though no prior progressive discipline has been implemented based on the egregiousness of the issue.

46.4.2 If the Board of Trustees decides to penalize or dismiss a regular or contract member, it shall deliver a written statement, duly signed and verified, to the employee setting forth the complete and precise decision of the Board and the reasons therefor. The written statement shall be delivered by serving it personally on the employee or by mailing by United States registered mail to the employee at his or her address last known to the District.

ARTICLE 47

Due Process

In all proceedings in which due process is required, the District shall provide all the process due as determined by applicable Education Code provisions.

Processes for discipline, termination and reduction in force are provided in the Education Code at sections §87660 et. seq. and §87730 et. seq. Any due process disputes shall be resolved through statutory processes.

ARTICLE 48

Contract Education

48.1 Definitions

48.1.1 Contract Education: “Contract education” refers to classes and educational services that the colleges provide to and that are paid for by businesses or organizations outside the district; these include credit and not-for credit courses.

48.1.2 Any classes are considered “contract education” if they are paid for by outside agencies and offered by or given under the name of Mission College, West Valley College or the West Valley-Mission Community College District.

48.1.3 Credit courses are those courses listed in the college catalogs.

48.1.4 Not-for-credit courses are those courses which do not grant college credit.

48.1.5 In this article, “Contract Education” is used to refer to the colleges’ function that administers classes on a contract. “The college department” refers to an academic department that offers a course (e.g., English Dept.).

48.2 Assignment

48.2.1 Class assignment will follow guidelines in Article 18.5.2, Article 18.7.1, and Article 100 of this contract.

48.3 Load

48.3.1 Regular and contract members may elect to count for-credit contract courses for up to .200 FTE, or any one course, whichever is greater, with the approval of the Vice President, per semester towards their regular load or they may elect to teach a for-credit contract course as an overload. If a regular or contract member teaches a contract education course as part of their regular load they are not eligible to teach any overload class in contract education.

48.3.2 Not-for-credit courses do not count towards load for regular, contract, or associate members.

48.3.3 When Associate members teach a for-credit/loaded contract course, it will count towards their allowable maximum load.

48.4 Compensation

48.4.1 Instructors will receive a stipend of an additional \$5.00/hour for teaching contract education courses if additional work is required over and above what would ordinarily be required of an associate faculty member. (For example, if the instructor is required to visit a company to customize a course; make extra on-site visits to students, outside of regular class time or office hours; and other similar additional responsibilities.)

48.4.2 Compensation for instructors developing/modifying curriculum: Instructors who develop a new course or modify an existing course at the request of Contract Education shall receive additional developmental compensation.

48.5 Instructors for Contract Education

48.5.1 Instructors who teach for-credit contract courses are members of WVMFT, AFT 6554 and shall pay WVMFT, AFT 6554 dues and this shall be handled automatically by the District.

48.5.2 Instructors who teach for-credit contract courses shall meet minimum qualifications.

48.6 Evaluation

48.6.1 Instructors who teach for-credit contract courses shall be evaluated as per WVMFT, AFT 6554 contract.

ARTICLE 49

Duration

49.1 The parties agree that the terms and conditions of this contract shall remain in full effect through June 30, 2024. Both parties agree to a reopener for 2022 to negotiate Article 17 Load (load base changes), Article 24A Performance Appraisal – Regular Tenured Faculty, and Article 24B Performance Appraisal – Tenure Tracked Contract Faculty, Article 108 Associate Member Performance Appraisal.

Article 13 Compensation, Article 14 Fringe Benefits, Article 101 Associate Member Compensation, and Article 102 Associate Member Fringe Benefits (inclusive of class benefit), Article 103 Associate Member Leaves and Article 16 Calendar will be reopened in 2023. Other articles may be reopened by mutual agreement.

49.2 To facilitate administration of this agreement, the District and WVMFT, AFT 6554 shall establish a Contract Administration Committee. The Committee shall consist of the negotiating teams for WVMFT, AFT 6554 and the District and the WVMFT, AFT 6554 President and the Associate Vice Chancellor of Human Resources. The Committee shall meet monthly, as needed, for the purpose of reviewing contract interpretation issues where contract language is susceptible to more than one interpretation when questions of interpretation become an issue. The committee shall have no authority to change or otherwise modify contract language. If contract language is clear, any changes believed to be necessary by either party shall be referred to negotiations, either during reopener negotiations or during negotiations for a new contract. Notes of the contract administration meetings shall be maintained by both parties.

ARTICLE 50

Intellectual Property

The District recognizes and encourages the intellectual scholarship and academic creativity of faculty employees as an inherent part of the education mission of the colleges. To that end, this article seeks to protect and promote the right of faculty members to benefit from their scholarly work and to avoid copyright disputes by facilitating advance agreement between faculty members and the District regarding ownership and use of scholarly works.

All rights to Works as defined in 50.1B shall be owned by the faculty member if the District fails to make or document ownership agreements.

50.1 Definitions

The following definitions shall apply to this article:

- A. Intellectual Property includes all “Work” and “Works.”
- B. The terms “work” and “works” mean any material eligible for copyright protection, including (but not limited to) course materials such as course handouts, syllabi, lecture notes, student exercises, workbooks, study guides, laboratory manuals, multimedia programs tests, literary works, books, articles, fictional or non-fictional narratives, reviews, dramatic and musical compositions, poetry, complete online courses including those created with a course management system, and other course materials related to online courses or web-related materials, analysis (e.g., scientific, logical, opinion or criticism), works of art and design, including pictorial, graphic and sculptural works, photographs, films, video and audio recordings, computer based programs and media (e.g., software or computed code of their representation in forms such as CD-ROM, video disk, compressed video, digital, web-based material and the like), original “mask works” (i.e., original images derived from semi-conductor chip products), architectural and engineering drawings and choreography.

A “Work” or “Works” may be recorded in any enduring medium (for example, print, film, or digital media, etc.) or in any electronically mediated form (for example, video or audio broadcast, html transmissions, or email attachments), or may exist in any tangible form (for example, a sculpture, painting, or structure).

C. A “Scholarly Work or Aesthetic Work” is intellectual property originated by a faculty member at their own initiative resulting from independent academic effort for classroom, education, or professional purposes. For example, an instructor who teaches in the Math Department creates lecture notes, outlines and workbooks for his students’ use in his courses taught at the College. His lecture notes, outlines, and workbooks are “Scholarly Works.”

C. “Commissioned Works” are defined and directed by the District for a specific District purpose. Faculty members’ contributions to such work are outside their normal duties, and shall be specified in advance by written agreement. The

District shall pay additional compensation for these added duties. For example, the District asks an instructor who teaches in the Math Department to prepare a computer program which teaches mathematical concepts to her students in her math class. The instructor enters into an agreement with the District to prepare this “Commissioned Work” and is compensated extra for doing so.

E. “Institutional Works” are defined and directed by the District for a specific District purpose. For example, all materials produced by a District committee whose members include both faculty and District officials are “Institutional Works.”

F. “Personal Works” are works prepared outside the course and scope of District employment without the use of District resources. For example, an instructor who teaches in the Accounting Department also has a private accountancy business advising clients from her home using no District resources. She creates a tax computation software program that she uses on behalf of her clients and charges them for this use. This software is a “Personal Work.”

G. “Substantial Support” means financial support over and above the cost of the faculty member’s regular compensation and the office space, office computer, local telephone use, office supplies, and copy services regularly provided to faculty of that particular type.

Substantial support includes extra compensation, the cost of providing secretarial, technical, legal, or creative services specifically for the creation

of the work, as well as the cost or value of the use of District equipment or facilities. Substantial Support shall exclude District-sponsored training, the use of an electronic learning management system (such as Angel), any software management system for on-line instruction, assessment or virtual classroom instruction, and compensation to a faculty member while on sabbatical.

50.2 Ownership of Intellectual Property and Copyright

- A. Scholarly or Aesthetic Works are the property of the faculty member and the copyright shall be owned by the faculty member.
 - a. The District may not use work(s) created by the faculty member in any way it may wish, including, for example, authorizing the for-profit publication of such works in return for royalties paid solely to the District without written authorization from the faculty member(s) who created the works.
 - b. The District shall have no “fair use” rights except for purposes of teaching and classroom use in regularly scheduled classes where the owner’s participation in the teaching or classroom use has already been scheduled and the owner becomes unable to complete the assignment. (The owner’s participation shall be evidenced by the assignment of load to the owner.) In the case of termination, or voluntary discontinuance of employment, or retirement the faculty member retains all property rights.
 - c. The District shall not transmit or record for transmission, without the faculty member’s written prior consent, any classroom instruction, lecture or other instructional or performance event produced by the faculty member as part of a program of distance learning where the owner’s participation in the teaching or classroom use has already been scheduled. (The owner’s participation shall be evidenced by the assignment of load to the owner.) The District, however, may not sell or re-transmit any such recording except under the terms of a written agreement between the District and the faculty member specifying the terms of such re-transmission or sale, including distribution of net profits from the sale or rebroadcast.
 - d. The District and the faculty member agree that the faculty member shall maintain the exclusive right to royalties and non-transferable,

perpetual, worldwide license to use works owned by the faculty in the following ways:

1. to reproduce such works (for example, by photocopying them, by duplicating computer disks on which they have been saved, or by installing them on computer networks)
 2. to distribute such works (for example, to students in classes)
 3. to perform such works (for example, in classroom teaching, broadcasting, or webcasting)
 4. to display such works (for example, over the web including audio or video streaming)
 5. to create derivative works (for example, companion materials or updated versions).
- e. When the member requests substantial support the request must be provided in writing to the Department Chair. Prior to approval, the Department Chair shall transmit the request to the Vice President of Instruction for approval. The faculty member and the District shall sign a written agreement prior to the initiation of the work which defines the terms of the substantial support to be provided. The agreement shall specify whether the work shall be a "Commissioned Work" or a "Scholarly or Aesthetic Work." The agreement shall also specify whether the work shall be owned solely by the faculty member, or whether ownership shall be shared between the parties.
- B. Institutional Works are the property of the District.
- C. Personal Works are the property of the faculty member and the copyright shall be owned by the faculty member. District resources shall not be used to create, develop or commercialize works unrelated to the faculty member's employment nor shall the creation of such works interfere with the faculty member's ability to perform their assigned responsibilities.
- D. Commissioned Works are the property of the District unless otherwise stated in a written agreement between the District and the faculty member prepared before the project is initiated.

50.3 Other Issues

A. All rights to “works” shall be owned by the faculty member if the District fails to make or document ownership agreements.

B. Joint Works

A joint work is a work prepared by two or more authors with the intention that their contribution be merged into inseparable or interdependent parts of a unitary whole. The contribution of each author must constitute separate, independently-copyrightable subject matter for joint authorship to arise.

a. Joint Works created by two or more faculty members: Ownership of copyrights to joint works shall be determined by the provisions of this Article.

b. Joint Works created by one or more faculty members and the District: The District and the faculty member(s) involved shall sign a written agreement prior to initiation of the Joint Works. This agreement shall encompass who has the right to license, market, or profit by this Joint Works.

C. Creation of Works during Paid Leaves

Unless otherwise agreed to in a written agreement between the District and the faculty member, the provisions of this Article shall apply to the faculty member while on paid leaves to the same extent that it applies while the faculty member is not on paid leave.

D. Grant-Funded Work

In the case of works created by faculty members under a grant or sponsored project accepted by the District, the ownership provisions and terms for the grant or sponsored project agreement shall determine ownership. If the grant fails to specify such ownership provisions and terms, the faculty member and the District shall enter into a written agreement specifying the ownership provisions and terms prior to approval of the grant or sponsored project.

E. Royalties

A royalty is a payment made to an owner of a copyright for the privilege of exercising a right under the copyright. Unless mutual written agreement between the District and the faculty member is made to the contrary, the ownership of copyright determines royalty distribution as follows:

1. When the faculty member has full copyright ownership, they retain full royalty and distribution rights.
2. When the District has full copyright ownership, the District retains full royalty and distribution rights.
3. When the District and faculty member(s) share copyright ownership, all royalties and profits shall be distributed to reimburse the copyright owners for documented expenses related to the creation and production of the materials. Any remaining royalties and profits shall be distributed equally among the owners or according to a percentage under the terms of a separate, written agreement.

F. Prior Works

The terms of the Article shall apply to intellectual property created, generated, or produced prior to the date of this signed contract. Previously existing “Scholarly or Aesthetic Works” for which there is no written agreement shall be considered the property of the faculty member regardless of whether the District provided substantial support in the development of the work.

The faculty member shall retain all rights to copyrights, trademarks, trade secrets, trade dress and patents and Works (per 50.1B) created prior to the agreement of this article, and the District shall not have prescriptive easement rights to any such Works.

50.4 Copyright Registration and Distribution Rights

1. **Registration of Copyright.** Responsibility for official registration of copyright shall lie with and occur at the option of the owner of the copyright. In cases of joint ownership, the written agreement between the two parties shall specify the responsibility for copyright registration.

Instructions and forms for registering copyright may be found online at <www.copyright.gov/register>.

2. Acquiring and Paying for Necessary Rights from Third Parties. If the creation or use of a work requires rights to be acquired from third parties, such right shall be acquired and paid for by the party who owns the copyright to that work (i.e., the faculty member or the District).
3. Determining and Documenting Copyright Ownership. When two or more faculty members create and own the copyright, in accordance with the provisions of the Article, it is the responsibility of those faculty members to determine the manner in which they share ownership of the copyright to that work, and it is their responsibility to prepare (or have prepared at their own expense) a written agreement between them documenting their determination. No grievance against the District may be asserted by faculty members arising out of their failure to make or document ownership agreements.

50.5 The Role of WVMFT, AFT 6554 in the Development of Written Agreements between the District and Individual Faculty Members

In developing any written agreements between a faculty member(s) and the District concerning ownership of works and copyright and/or associated royalties, WVMFT, AFT 6554 shall be a party to the negotiations within the scope of representation (Government Code § 3543.2). Before initiating any negotiations with any faculty member over a written agreement pursuant to this Article, the District shall notify WVMFT, AFT 6554. This in no way precludes any faculty member from utilizing his or her own counsel.

ARTICLE 51**Technology****51.1 Purpose**

Computers, networks, and electronic information systems are essential resources and tools for accomplishing the District's mission of instruction and related activities. The purpose of this article is to delineate the rights and responsibilities of WVMFT, AFT 6554 members and the District in regard to the use of technology.

51.2 Distance Education Instructional and Non-Instructional Activities Facilitated by Communication Technology**A. Distance Education Instruction**

1. Communication technology consists of live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDROM, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course or to perform non-instructional activities.

2. Definition of Distance Education

Distance education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology. All approved courses offered as distance education include regular effective contact between instructor and students, through group or individual meetings, orientation and review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities. (Ref: Title 5, Sections 55205 & 55211). The District shall ensure that distance education students are held to the same code of student conduct as are traditional students.

3. Instructional Decisions

The mode of instruction in a particular class is a decision to be made by the department/program/service area subject to the limitations of the communication technology resources available within the District.

All proposed or existing credit and noncredit for apportionment courses, if delivered by distance education, shall be separately reviewed and approved according to the District's certified course approval procedures. (Title 5, Sec 55213) The type and frequency of instructional contact with students enrolled in distance education courses shall be established as part of the curriculum approval process.

The same standards of course quality shall be applied to distance education as are applied to traditional classroom courses.

4. Selection of Course Materials

The department is responsible for the evaluation and selection of course materials in distance education courses in a manner comparable to the selection of textbooks. All course materials must comply with the provisions of the Americans with Disabilities Act.

5. Assigning Workload

The use of communication technology to provide instruction, and to provide services to students, may comprise a regular component of a faculty member's load. Such assignments may be conducted in a location remote from the primary worksite. Assignments, including assignments to be facilitated by communication technology shall be made in compliance with Article 18.

Up to .67 FTE of full-time member's regular load may consist of distance education courses. To meet the needs of the department, exceptions to this limit shall be made on a semester by semester basis subject to final approval of the Vice President or designee. The member's total workload assignment must comply with the provisions of Article 17.2. The full-time member may conduct office hours from a remote location in an amount proportional to the percentage of their load attributable to distance education courses. Office hours conducted from a remote location must be regularly scheduled and allow for synchronous communication with students.

Up to 100% of a full-time member's overload assignment or up to 100% of an associate member's assignment may consist of distance education courses. Per Article 18.7.2, if a portion of the member's regular load is canceled for any reason, the member shall agree to include the overload assignment as part of his/her regular load – in this circumstance, the .67 FTE limitation shall be waived.

6. Load

The load for a distance education section shall be the same as the load for a regular section of the same course, as defined in Article 17 and the Load Book.

7. Efficiency

The efficiency for a distance education course shall be determined in the same manner as regular courses of the department as part of the performance goals process described in Article 19.

8. Training

Faculty who agree to teach courses through distance education and who have not taught courses through distance education previously in the District must complete District provided training in teaching distance education courses. Such training shall be the equivalent of at least a one credit unit course. The appropriate Vice President will consider waiver requests where previous appropriate training has been received. The decision of the Vice President on whether to waive shall be final.

Faculty who use technology in instruction will be allowed to use this training to receive Professional Growth and Development credit (per Article 44.6.3.10). A faculty member may be allowed to take a sabbatical leave (per Article 38.7.5) to obtain the appropriate training. A faculty member may request to use conference funds to attend training-related conferences (per Article 35). A faculty member may be eligible to receive flex credit for training.

9. Performance Appraisal

Faculty teaching distance education sections shall be evaluated using the evaluation procedures and forms outlined in Articles 24A, 24B, and 24C and 112.

B. Non-Instructional Activities Facilitated by Communication Technology

1. Communication technology consists of live or recorded visual presentations and material using direct signal or cable, transmission by telephone line, fiber-optic line, digital and/or analog videotape, audiotape, CDRom, computer or internet technology, email or other electronic means, now known or hereafter developed, utilized to teach any course or to perform non-instructional activities.

2. Definition of Non-Instructional Activities Facilitated by Communication Technology

Non-instructional activities facilitated by communication technology mean services in which the non-instructional faculty member and student are separated by distance and interact through the assistance of communication technology. All approved non-instructional activities facilitated through communication technology shall include regular effective contact between the faculty and students, through group or individual meetings, orientation, review sessions, supplemental seminar or study sessions, field trips, library workshops, telephone contact, correspondence, voice mail, e-mail, or other activities.

3. Non-Instructional Activities Decisions

The mode of instructional support services provided is a decision to be made by the service area subject to the limitations of the communications technology resources available within the District. In performing non-instructional activities facilitated by communication technology, the type and frequency of faculty member contact with students shall be established by the service area, subject to final approval of the appropriate Vice President or designee.

4. Selection of Non-Instructional Activities Materials

The service area is responsible for the evaluation and selection of materials for services to be facilitated by communication technology.

All materials must comply with the provisions of the Americans with Disabilities Act.

5. Assigning Workload

The use of communication technology to support instruction, to provide services to students and for other non-instructional purposes may comprise a regular component of a non-instructional faculty member's load. Such assignments may be conducted in a location remote from the primary worksite. Such assignments shall be made in accordance with Article 19.9, subject to approval of the appropriate Vice President or designee. The member's total workload assignment must comply with the provisions of Article 17.2.

6. Load

The load assigned to non-instructional activities facilitated by communication technology shall be the same as the load assigned to regular activities as defined in Article 17.

7. Training

Faculty who use technology in instructional support assignments and elect to obtain training will be allowed to use this training to receive Professional Growth and Development credit (per Article 44.6.3.10). A faculty member may be allowed to take a sabbatical leave (per Article 38.7.5) to obtain the appropriate training. A faculty member may request to use conference funds to attend training-related conferences (per Article 35). A faculty member may be eligible to receive flex credit for training.

8. Performance Appraisals

Faculty performing instructional support services facilitated by communication technology shall be evaluated using the evaluation procedures and forms outlined in Articles 24A, 24B, and 24C and 112.

51.3 Related Activities

1. Academic Freedom

The District agrees that freedom of expression and academic freedom in electronic format are protected to the same degree as printed or oral communication.

2. Privacy

The District and WVMFT, AFT 6554 recognize that electronic communication is an essentially insecure medium. However, the District also recognizes that traditional principles of academic freedom, shared governance, freedom of speech, and privacy of information apply to electronic communication. The District shall protect electronic communication to the same degree as paper and telephone communication. It shall not be the policy of the District to monitor electronic transmissions, including e-mail, voicemail, user files/documents pertaining to course content, and browser logs without due cause. Due cause shall be defined as (1) protecting the integrity of computer systems; (2) required by and consistent with the law; (3) time-dependent operational and student support circumstances; or (4) violations of law or District policy or procedures.

3. District Responsibilities

- a. Access. When members are required to use technology within the workplace, the District shall provide access to the appropriate technology tools and technical support services necessary to perform those assigned responsibilities.
- b. Recording. Faculty members shall not be taped, televised, or recorded by the District without advance written permission of the faculty member. The written permission shall include the permissible future uses of any recording and must comply with the provisions of Article 50. Under the Americans with Disabilities Act, students may tape or record a faculty member's class session.

4. Member Responsibilities

WVMFT, AFT 6554 members are responsible for:

- a. Using District e-mail, computers, and networks for legal, authorized purposes.

- b. Not engaging in any activities to intentionally disrupt services or that cause harm to District computers and systems.
- c. Using only legal versions of copyrighted software in compliance with vendor license requirements.
- d. Notify and consult with, as appropriate, District Information Systems on technical issues.

A member who is found to have violated the provisions of the Article may be subject to disciplinary action per applicable Education Code.

ARTICLE 52

Non-Credit Course Loads and Faculty Salary Placement

- 52.1 All WVMCCD faculty who teach non-credit courses (including Career Development College Preparation (CDCP), non-CDCP, and all older adult courses shall be paid on the faculty salary schedules in the WVMFT, AFT 6554 Collective Bargaining Agreement.
- 52.2 The load for all CDCP non-credit classes and non-CDCP non-credit classes shall be determined following the same process as credit classes.
- a. CDCP non-credit courses (courses leading to an approved CDCP certificate of completion) shall be loaded using base 18.
 - b. Non-CDCP non-credit courses shall be loaded using base 21.
 - c. Non-CDCP Non-Credit Older Adult courses shall be loaded using base 24.
- Preparation and instructional time breakdowns for these courses shall follow corresponding loads for 18, 21, and 24 (Columns 2, 3, and 4) listed in the table in Article 17.2, such that non-credit faculty are compensated for their preparation time as well as their instructional time.
- 52.3 Hiring of instructors to teach non-credit courses shall follow the established procedures for hiring of associate faculty for credit courses.
- 52.4 For associate faculty who, previous to the signing of the 2018-2019 agreement, have taught in the non-credit program, the following provisions shall be granted:
- a. Any associate faculty member who has taught non-credit courses for the past six semesters shall receive Reemployment Preference as of May 25, 2018. If an associate faculty member has also taught credit courses, he/she will receive the earlier REP date. If the associate faculty member has taught non-credit less than 6 semesters, but at least 3, then two Satisfactory appraisals earned within one academic year of teaching after the signing of this contract shall grant the faculty member REP.

- b. If associate faculty members who have taught non-credit classes wish to teach in the credit program, they shall follow the existing procedures to be admitted to the part-time pool in the discipline(s) for which they are qualified.
- c. Associate faculty who have been teaching non-credit courses shall be placed on the current salary schedule according to Appendix BB -- utilizing the criteria of the Associate Salary Guidelines of the 2014-2017 WVMFT, AFT 6554 Collective Bargaining Agreement.

Memorandum of Understanding between WVMCCD & WVMFT, AFT 6554

Loading of CDCP Classes

November 25, 2019

Purpose: To memorialize the agreement reached in June 2019 by the Load Committee members in Contract Administration. The agreement clarified how the Load Committee would henceforth identify CDCP courses “leading to an approved CDCP certificate of completion.”

Background:

In negotiations, the goal of Article 52.2.a, b, and c was to provide a clear guide on how to load non-credit courses. CDCP courses were defined in parentheses as (“courses leading to an approved CDCP certificate of completion”) and loaded at Base 18. This definition was added by the District to provide a clear definition of CDCP courses. It was assumed that these courses would be loaded ONCE. However, in practice, the CDCP courses had/have to go through a two-step process, i.e., CDCP-eligible courses (*without the certificates*) have to be approved by the state *before* the program certificates could be written months later.

So CDCP-eligible courses were having to go through the Load Committee process *twice* and loads had to be changed several times in many areas by many staff not only in Banner, but also in the Master Course Listing, faculty load sheets, in Payroll, and STRS reporting. This significantly increases the chance of errors and omissions and affects everyone. This issue was brought up at Contract Administration in June 2019. All members of the Load Committee were present. Various solutions were discussed and the

following agreement was reached:

Reference:

Article 52.2

The load for all CDCP non-credit classes and non-CDCP non-credit classes shall be determined following the same process as credit classes.

- a. CDCP non-credit courses (courses leading to an approved CDCP certificate of completion) shall be loaded using base 18.
- b. Non-CDCP non-credit courses shall be loaded using base 21.
- c. Non-CDCP Non-Credit Older Adult courses shall be loaded using base 24.

Preparation and instructional time breakdowns for these courses shall follow corresponding loads for 18, 21, and 24 (Columns 2, 3, and 4) listed in the table in Article 17.2, such that non-credit faculty are compensated for their preparation time as well as their instructional time

Agreement:

WVMCCD and WVMFT, AFT 6554 agree that CDCP non-credit courses leading to an approved CDCP certificate of completion shall be loaded using base 18.

The Curriculum Committee and the Vice President of Instruction (or designee) will certify that CDCP programs associated with the CDCP courses have been approved by the Curriculum Review Committee and the Vice President of Instruction.

After a CDCP program has been approved by the Curriculum Review Committee, the CDCP eligible courses that are part of the certificate shall be loaded at a base 18.

A copy of this MOU shall be formally given to the Curriculum Committee, the Academic Senates, the administrators and classified staff of the Offices of Instruction, and the presidents of both colleges, and will be posted on the WVMCCD website and the aft6554.org website.

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ARTICLE 100

ASSOCIATE MEMBER EMPLOYMENT

100.1 Associate faculty shall maintain their current earned step and column placement on the Associate Faculty Salary Schedule upon returning to the District from any interruption in employment.

100.2 Associate faculty are designated by law as temporary employees. Associate faculty load shall not exceed sixty-seven percent (67%) of the hours per week considered a full-time assignment for regular employees having comparable duties. Assignment loads, for the purpose of calculating an associate faculty member's percentage of a full-time load, do not include service in professional ancillary activities pursuant to Section §87482.5(c) of the Education Code. Professional ancillary activities include, but are not limited to: governance activities, staff development, advising student organizations, grant writing, Program Review, Flex Day activities and committee work.

There is no District policy or practice which requires that associate faculty participate in activities beyond their scheduled teaching assignments and participation in Flex Day events which are required by the Academic Calendar and are part of the regular teaching compensation. This includes attendance at meetings, curriculum development, conference attendance, or any other voluntary activities.

100.3 Associate Faculty serving as Day-to-day Substitutes, Short-term employees, Emergency Hires, or Long-term Substitutes:

100.3.1 Definitions

- a. Substitute: a substitute is an employee who fills in for a unit member who is absent from work.
- b. Day-to-day Substitute: a day-to-day substitute refers to a temporary assignment lasting twenty (20) work days or fewer, unless the substitute is designated as the teacher of record. The 20 workdays refers to 20 consecutive calendar days (excluding Saturdays and Sundays). Day-to-day substitutes are paid on the Associate Faculty Salary Schedule.
- c. Long-term Substitute: A long-term substitute refers to a day-to-day substitute assignment that continues past twenty (20) days; in this instance the long-term substitute assignment begins on the twenty-first

(21st) consecutive work day. Long-term substitute also refers to a substitute assignment where the substitute is designated the teacher of record, regardless of the number of days of the assignment. A Long-term Substitute is a temporary contract assignment and is paid on the faculty salary schedule.

- d. Short-term Hire: a short-term hire is an external position (not current employee) to serve from day-to-day during the first three school months of any school term to instruct temporary classes pursuant to Education Code §87480. A short-term hire is terminated after the assignment is fulfilled.
- e. Emergency Hire: an emergency hire is a position to prevent the stoppage of work in an actual emergency, not to exceed 20 working days, pursuant to Education Code §87480.

100.3.2 Associate faculty may be employed as day-to-day or long-term substitutes, short-term employees or emergency hires. The time served as a day-to-day substitute replacement for absent faculty, or as a short-term or emergency hire pursuant to Education Code §87480, shall not be included in computing the service required as a prerequisite to attainment of, or eligibility to, classification as a regular employee of the District.

Service as a long-term substitute shall be counted toward the member's 67% of a full-time load.

Associate faculty loaded at 67% of a full-time load may not work in long-term substitute assignments, or beyond the twenty (20) working day limit for day-to-day substitute and emergency assignments.

100.4 Associate Faculty Assignments

Associate assignments shall be made in compliance with Article 18.

100.5 Assignment Amendments

An associate faculty member's assignment is made once it has been acknowledged into the resource management system (FLAC). The associate faculty member's contract may be amended or cancelled under the following conditions:

- A. Inadequate class enrollment
- B. To fulfill the load requirement of a full-time member
- C. Budget constraints

- D. Other items reflected on the temporary contract that are required by law
- E. For associate faculty without REP status, at the end of a day or week at the discretion of the Board of Trustees, pursuant to Education Code §87665.

An associate faculty member with higher seniority cannot bump another associate faculty member, once the assignment has been formally acknowledged by the associate faculty member in Banner, even if their assignment is cancelled.

100.6 By the end of the 5th week of each semester, the District will send the Executive Director and President of WVMFT, AFT 6554 a list of all courses cancelled, with the date the course was cancelled, and the number of students enrolled.

100.7 The decision to replace an associate faculty member with a regular/contract member to allow the regular/contract member to maintain a full load shall be made by the Division Dean in consultation with the Department Chair no later than two (2) weeks after the first scheduled class meeting.

100.8 Associate Faculty Office Hour Requirement

Associate faculty are responsible for keeping office hours for each class taught. Office hours shall be a minimum of 0.5 hours for each class taught. All scheduled office hours must be made available for all students enrolled in all courses the instructor is assigned for the term.

100.9 Assignment of Associate Faculty

100.9.1 Order of Assignment

The assignment of classes for associate faculty members is based upon the availability of department offerings. To receive an assignment, the associate faculty must meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District.

For associate faculty in the qualified temporary pool, courses shall be assigned first to those with Re-Employment Preference in order of seniority based on date of first assignment within each department, and then to non-REP associate faculty, in order of seniority based on the date of first assignment after the second satisfactory evaluation has been achieved.

100.9.2 Load Allocation Process

All associate faculty who have achieved REP, shall be assigned load through the following process, so that, over time and based on seniority, they are able to achieve a load in the range of 60-67 percent of a full-time equivalent load -- not anything less than that range, provided sufficient remaining load is available to assign a load in that range, or the associate faculty member refuses additional assignments.

For the sole purpose of assigning load, associate faculty with REP shall be divided into two (2) subcategories: REP-1 and REP-2. The definition of these subcategories is as follows:

- a) REP-1: Any associate faculty member who meets the criteria for REP-1 status, as specified in Article 108.3
- b) REP-2: Any associate faculty member who meets the criteria for REP-2 status, as specified in Article 108.3

100.9.3 Minimum Load Allocation

Minimum load shall first be assigned to associate faculty with REP-2 status as provided in subsection b), and then to associate faculty with REP-1 status as provided in subsection a):

- a) **REP-1:** Associate faculty with REP-1 status shall be offered assignments with a minimum load of 40% and a maximum load of 67%. Acceptance of a partial load shall allow faculty to maintain REP-1 status. Available courses will be offered to REP-1 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 40%, the District is not required to offer additional load.
- b) **REP-2:** Associate faculty with REP-2 status shall be offered assignments with a minimum load of 60% and a maximum load of 67%. Acceptance of a partial load shall allow associate faculty to maintain REP-2 status. Available courses will be offered to REP-2 faculty in order according to the seniority on the REP lists held in Human Resources and approved by WVMFT, AFT 6554 and the Offices of Instruction. So long as the member is offered a minimum load of 60%, the District is not required to offer additional load.

Assignment of associate faculty members shall always be secondary to the assignment of a full-time faculty member.

Emeritus faculty who wish to return as associate faculty, shall be granted

REP-2 if they have received a “Satisfactory” evaluation on their most recent full evaluation prior to retirement. The date of first assignment for Emeritus shall be the date of hire as contract faculty. Once granted REP-2 status, they are subject to the same contract language as associate faculty.

100.9.4 Maximum Load Allocation

No REP-1 or REP-2 associate faculty member shall be assigned more than a total of 67% of the hours per week considered to be a full-time equivalent work load for the semester. It is the intent of this section to apply the 67% calculation consistent with its meaning in Education Code Section §874812

100.9.5 Allocation of Remaining Load

Any remaining available load in a department after each REP-1 faculty has received an assignment between 40-67% and each REP-2 has received an assignment between 60-67% may be offered to non-REP associate faculty in the qualified temporary pool who meet the state minimum qualifications for the Faculty Service Areas (FSA) and have adequate preparation for the specific course for assignment through appropriate education and experience, earned either inside or outside the District, and in order of seniority based on the date of first assignment, after the second satisfactory evaluation has been achieved.

100.9.6 Splitting Assignments

The District shall not be required to split an assignment with a single course record number (“CRN”). Should a CRN be split, then the available load shall be offered to associate faculty consistent with Article 100.

100.9.7 Offer and Acceptance of Assignment

An assignment is offered to an associate faculty member when the associate faculty member is sent a Notice of Assignment. When possible, the Notice of Assignment shall be sent at least 30 days before the beginning of the semester.

Associate faculty members are not authorized to work unless and until they provide acknowledgement of assignment in Banner.

An associate faculty member who has been scheduled for work by the member’s Department Chair or Division Dean, and who does not receive a Notice of Assignment for that work at least 30 days before the beginning of the semester, may request that the Division Dean expedite the Notice of Assignment, and the Division Dean shall do so.

100.9.8 Notification of Change of Assignment

If an associate faculty member's assignment is changed or altered before the beginning of the semester, a notification via their district email of the proposed change shall be sent by the Division Dean or Department Chair to the member within five (5) working days of the date the decision is made.

100.10 Loss of Re-Employment Preference

Associate faculty members shall retain Re-Employment Preference as long as they continue to satisfactorily perform their responsibilities and continue to accept regular assignments.

REP shall not be withdrawn if the associate faculty member's services are terminated for lack of enrollment, discontinuance of service due to a reduction in force or other absence which is not considered a break in service pursuant to applicable law, except that which exceeds two years.

REP status shall be withdrawn if:

1. The associate faculty member declines an entire assignment twice during three consecutive calendar years unless the assignment is refused because of a compelling personal reasons, such as pregnancy, birth of a child, or serious illness. The acceptance of another work assignment shall be considered a compelling personal reason if the associate faculty member submits documentation of the acceptance of other work, and the acceptance occurs at least 7 calendar days prior to when the WVMCCD department initially offers assignments during the college's normal scheduling period. An associate faculty member with re-employment preference can decline an entire assignment once every three consecutive calendar years and still retain REP status.
2. The associate faculty member's appraisal outcome fails to meet the standards required for the maintenance of REP as defined in Article 108.6.6.

100.11 Resolution of Disputes

No grievance may be filed or processed in regard to Article 100.9 other than the failure to follow established processes.

100.12 Summer and Winter Session Assignments

New associate faculty or those associate faculty in Satisfactory status may elect, with the approval of the appropriate Department Chair and Division Dean, to teach Summer or Winter Session classes. Regular and contract members in Satisfactory status shall be given preference over associate faculty members in the assignment of Summer or Winter Session classes in their department.

Summer and Winter Session teaching assignments are made by the Department in consultation with the Division Dean and with the consent of the member. The maximum summer load shall not exceed .67 for any combination of courses or sessions. The maximum Winter Session load for all associate faculty shall be a total of .400 for any combination of courses or sessions. No exceptions to these load limitations shall be made.

All associate faculty assignments are subject to approval of the appropriate Vice President.

ARTICLE 101

Associate Member Compensation

101.1 Associate members shall be paid in accordance with the Associate Faculty Salary Schedules, which shall be updated as the result of any negotiated agreement (See Appendix BB). The Associate Faculty Salary Schedule is currently based on Column B (to include Steps 15, 18, and 21) of the Full-time Academic Salary Schedule and any parity adjustments negotiated between the District and WVMFT, AFT 6554.

Effective June 30, 2019, or upon adoption of a successor to the 2018-2019 Agreement, whichever is later, the Associate Faculty Salary Schedule will prospectively include Columns C, D, E, and F with the same verification requirements and guidelines for movement across columns as full-time faculty.

During the 2018-19 Academic Year, determination of column placement for associate members shall occur as follows:

1. No later than December 31, 2018, associate faculty members who worked during the Fall 2018 semester, and/or who have load scheduled for the Spring 2019 and/or Fall 2019 semesters may submit the requisite documentation to Human Resources for placement on Columns C, D, E, or F. Associate faculty are subject to the same documentation and verification requirements as full-time faculty. Members who do not provide any documentation by the December 31, 2018 deadline will be placed at Column B.
2. No later than March 31, 2019, the District shall provide the WVMFT, AFT 6554 with its initial determination of column placement for all. Associate members who worked in Fall 2018 and/or have load scheduled for Spring or Fall 2019.
3. No later than April 30, 2019, the WVMFT, AFT 6554 will submit any requests for correction to the column placement of individual associate members. Requests for correction shall not include requests to consider information that the member failed to provide by the December 31, 2018 deadline.

4. The District shall review any requests for adjustment, and no later than May 30, 2019, issue the final column placements for all faculty who worked in the Fall 2018 semester and/or had load scheduled in the Spring and/or Fall 2019 semesters.

Current associate faculty members who did not work in Fall 2018-Fall 2019 may submit documentation to support a change of column placement at the time of their next assignment. The documentation will be reviewed in the same manner as full-time faculty. Members who do not provide any documentation will be placed at Column B.

Newly hired associate faculty may submit documentation to support a placement on Columns C, D, E or F at the time they are hired. The documentation will be reviewed in the same manner as full-time faculty. Newly hired associate members who do not provide any documentation will be placed at Column B.

2018-2019

Effective the first pay period following Board approval of the Tentative Agreement, the Associate Faculty Salary Schedule will be adjusted to reflect any negotiated salary increase on the Full-time Academic Salary Schedule.

2019-2020

Effective the September 2019 pay period, following Board approval of the Tentative Agreement, the Associate Faculty Salary Schedule will be adjusted to a parity of 78% of the Full-time Academic Salary Schedule, including any negotiated salary increase of the Full-time Academic Salary Schedule. If the Agreement is adopted by the Board at its September 3, 2019 meeting, the timing for implementation of the raise and parity increase shall be as follows: the necessary calculations shall be made in time for the raises and parity increase to be applied on members' October 31 paycheck. A pay adjustment for the raises and parity increase owed for the September 2019 paycheck shall be included in members' November 30 paycheck.

2020-2021

Effective the first pay period for fall semester 2020, the Associate Faculty Salary Schedule will be adjusted to reflect the negotiated salary increase on the Full-time Academic Salary Schedule for 2020-21.

2021-2022

Effective the first pay period for fall semester 2021, the Associate Faculty

Salary Schedule will be adjusted to reflect the negotiated salary increase on the Full-time Academic Salary Schedule for 2021-22.

2022-2023

Effective the first pay period for fall semester 2022, the Associate Faculty Salary Schedule will be adjusted to reflect the negotiated salary increase on the Full-time Academic Salary Schedule for 2022-23.

101.2 Compensation for Substitute Service

There are times when it is necessary to provide coverage for a class or service due to faculty absence. For absences of one week or less, two alternative methods are available:

A. The absent faculty member may arrange with another full-time faculty member or associate faculty member with the appropriate Minimum Qualifications in the applicable FSA to cover the class(es) for compensation. The substituting member shall be paid at the appropriate rate on the Associate Faculty Salary Schedule C and the absent member shall have the appropriate amount of sick leave deducted from his/her accumulated sick leave. The Department Chair and Division Dean must be notified prior to the substitute rendering service. Failure to provide prior notice shall result in the substitute not being paid. Absence and substitution forms must be submitted together to the Division Dean or supervising administrator.

OR

B. The absent faculty member may arrange with another full-time faculty member or associate faculty member with the appropriate Minimum Qualifications in the applicable FSA to cover the class(es) in exchange for future reciprocal substitution. This agreement is between the individual faculty members. The absent member shall not have sick leave deducted; the substituting member shall not receive compensation. The District has no liability for payment of this debt nor any obligation to enforce an agreement between faculty members. No absence or substitution forms are required; however, the absent faculty member shall notify his/her Department Chair or supervising administrator in writing in advance of the effective date(s) of absence and substitution arrangements.

For any absences exceeding one week, arrangements for substitution shall be made through the Division Dean with notice to the Office of the Vice President of Instruction.

101.3 Associate Faculty Parity

1. Definition of Parity

The total compensation of full-time faculty includes salaries (paid on the Full-Time Academic Salary Schedule) and health benefits. Parity in compensation for associate faculty members shall be defined as follows:

88% of Full-Time Academic Salary Schedule (Columns A-F) PLUS 88% of the average composite health benefit premium of full-time faculty. The form which this compensation shall take shall be the subject of negotiations.

2. Current Parity

Parity shall be increased from 78% to 79% for 2021-2022.

Parity shall be increased from 79% to 80% for 2022-2023.

101.4 Class Cancellation Compensation

Effective the Spring 2022 semester, any Associate Faculty who has their class cancelled less than five business days (Monday-Friday) before the class start date and is not provided an amended contract with an equivalent load shall be paid for 1/16 of the load lost.

Side Letter of Understanding
Associate Faculty Column and Step Placement

**BETWEEN THE WEST VALLEY-MISSION COMMUNITY COLLEGE
DISTRICT AND THE WEST VALLEY-MISSION FEDERATION OF
TEACHERS, AFT 6554**

August 19, 2019

The West Valley-Mission Community College District ("District") and West Valley-Mission Federation of Teachers ("WVMFT") (collectively referred to herein as the "parties") hereby enter into a side letter agreement as follows:

WHEREAS, Article 101.1-Associate Member Compensation states: Effective June 30, 2019, or upon adoption of a successor to the 2018-2019 Agreement, whichever is later, the Associate Faculty Salary Schedule will prospectively include Columns C, D, E, and F with the same verification requirements and guidelines for movement across columns as full-time faculty; and

WHEREAS, Article 101.1 further states: No later than December 31, 2018, associate faculty members who worked during the Fall 2018 semester, and/or who have load scheduled for the Spring 2019 and/or Fall 2019 semesters may submit the requisite documentation to Human Resources for placement on Columns C, D, E, or F. Associate faculty are subject to the same documentation and verification requirements as full-time faculty. Members who do not provide any documentation by the December 31, 2018 deadline will be placed at Column B; and

WHEREAS, the Response of associate faculty to the opportunity to submit verification of education for movement on the salary schedule was very low; and

WHEREAS, The District and the WVMFT are very interested in affording the opportunity for as many associate faculty to take advantage of the opportunity for placement across the expanded associate faculty salary schedule;

NOW, THEREFORE, the parties hereby agree as follows:

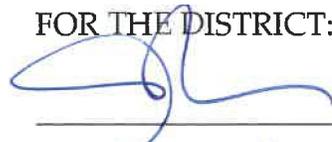
1. The District will extend a second opportunity for document submission to those associate faculty with fall 2019 assignments who did not submit paperwork to Tuesday, September 3, 2019; and
2. The District will determine column placement for associate faculty who submit official transcripts based on the verified information provided; and
3. Those associate faculty who do not submit transcripts for consideration will be kept at column B unless the District, in its sole discretion, deems advancement to a higher column is appropriate based on the existing transcript material in each associate faculty member's personnel file; and
4. Any column placement adjustment made pursuant to this Side Letter for faculty fall 2019 assignments, shall be applied from the beginning of the member's fall 2019 assignment; and
5. Associate members who did not have a fall 2019 assignment shall submit official transcripts as documentation to support a change of column placement at the time of their next assignment. Members who do not provide official transcripts as documentation will be placed at Column B; and
6. Language governing column advancement in Appendix B, Section III (excluding subsection F.), will be incorporated into Appendix BB.

FOR THE WVMFT:

LJ/ok, Q& 0-zr

Dated: 1/ Uc7f= 2.:/ r

FOR THE DISTRICT:



Dated: 19 August-2019

ARTICLE 102

Associate Member Fringe Benefits

- 102.1 Associate faculty may purchase the Associate Faculty Dental plan in accordance with provisions of the plan.
- 102.2 Associate faculty may qualify for insurance premium reimbursement in two ways as follows:
1. by having Re-Employment Preference, maintaining a .067 load per semester and remaining in Re-Employment Preference status; or
 2. by having at least a .40 load if they meet the following qualifications:
 - a. Associate faculty who have a load with the West Valley-Mission Community College District of at least 40% for three consecutive Fall and Spring semesters are eligible for one of the programs beginning in the third semester.
 - b. Subsequent to earning eligibility, if the associate faculty member's assignment falls below 40%, but is at least 20%, the member shall retain eligibility. If an associate faculty member's assignment falls below 40% for a second consecutive semester, the member shall lose eligibility and must reestablish eligibility by meeting the original requirement for eligibility.

Program Requirements:

1. A completed Request for Reimbursement form must be submitted to Human Resources by the first Friday in November for the Fall semester and by the first Friday in April for the Spring semester for the following premiums:
 - A Health Maintenance Organization (HMO), Preferred Provider Organization (PPO) or other insurance health plan of choice that is licensed and registered by either the California Department of Insurance or by the California Department of Managed Health Care at the time a request for reimbursement is submitted.

- Dental insurance.
- Vision insurance.
- Prescription insurance

Only the associate faculty member's premium is eligible for reimbursement under this program. Premium costs for coverage of family members are not eligible for reimbursement by the District.

2. A new Request for Reimbursement form must be submitted each semester.
3. Three weeks prior to the end of the semester proof of insurance payment, along with all cancelled checks, cash receipts, money order receipts, or credit card receipts as proof of payment must be submitted to Human Resources.
4. At the end of each semester, once all of the Requests for Reimbursement forms have been submitted and the eligibility of each applicant verified, each eligible applicant shall be notified that they are to receive payments, each ineligible applicant shall be notified if they don't qualify, otherwise they are notified when they receive a payment. At the end of each semester, each eligible member shall receive reimbursement for either (1) the amount of premium representing six months of coverage; or (2) \$2,700 whichever is less. If the amount available for reimbursement of paid premiums (\$160,000 per six months) is not sufficient to meet all the submitted claims, each eligible claimant shall receive an equal prorated share of the \$160,000.
5. Failure to submit the required proof of enrollment and/or proof of payment will result in employee ineligibility for participation in this reimbursement program for the semester.

102.3 Retirement Benefits

Associate faculty shall participate in one of the following retirement plans, depending on the member's individual employment circumstances:

1. STRS (State Teachers Retirement System)
2. APPLE (Accumulation Program for Part-Time Limited Service Employees)

3. PERS (Public Employees Retirement System)

4. Social Security

102.4 The District shall send to WVMFT a comprehensive breakdown of healthcare reimbursement disbursements to members simultaneous with the submission of the list of reimbursements to the District Finance Office.

102.5 Associate Faculty Health Coverage Benefit

Effective Spring 2022, the District shall provide to eligible associate faculty 100% of the lowest cost medical plan offered by CalPERS at the employee-only level for a six month period.

102.5.1 Eligibility Requirements for the Associate Faculty Health Coverage Benefit

Associates with reemployment preference are eligible for this benefit for a six-month period if the following two conditions are met before the benefit period:

- a. Member works at least a 60% of full-time load in a semester. Non-Instructional faculty paid by the hour must work a minimum of 315 hours. Workload shall be measured at the census date immediately preceding the benefit period and will only be considered for Fall and Spring Semesters.
- b. Member attests by a signed letter that he/she has no other medical coverage.

102.5.2 Medical Plans

The District shall provide a funding level equal to the lowest cost medical plan offered by CalPERS at the employee-only rate for a six-month period. The Associate Faculty Member may choose any of the plans offered by CalPERS and may add a spouse and/or dependents, but any premium costs that exceed the District's funding level shall be paid by the employee through payroll deductions.

The Associate Faculty Insurance Premium Reimbursement Plan (Article 102.2) may be used in conjunction with this plan for the following purposes:

- a. To cover the increased costs associated with selecting a plan that exceeds the District's funding level.

102.5.3 Coverage Period

The District shall provide this medical coverage benefit for a six-month period, with the periods being:

- a. November through April
- b. May through October

102.5.4 District and Member Responsibilities

The District shall notify all associate faculty of the plan prior to open enrollment for the six-month period. The notice shall include all necessary steps and the timeline required for enrollment.

The District shall not provide a cash-in-lieu benefit for those associates who are eligible but choose not to enroll in this benefit.

ARTICLE 103

Associate Member Leaves

103.1 Sick Leave

103.1.1 Associate members shall be granted sick leave for each semester of assignment as follows:

Total Load Factor of Assignment x 30 hours

Full-time members shall accrue sick leave for overload assignments as follows:

Total Load Factor of Assignment x 30 hours

(Education Code Section §87781)

103.1.2 Associate members must be in active employment or on paid leave to earn or use sick leave.

103.1.3 Sick leave days shall be maintained by the Human Resources Department. An associate member may request in writing, not more than once per academic year, an accounting of the number of hours of sick leave the member has accumulated. The Human Resources Department shall provide, in writing, to the member an accounting of the sick leave balance within 30 working days of receipt of the request.

103.1.4 An associate member's sick leave shall begin to accrue at the beginning of the term of the assignment. At the conclusion of the assignment, the District shall deduct the amount of any used, but unearned, sick leave from the associate member's final salary warrant.

103.1.5 New associate members may elect to transfer accumulated sick leave that was accrued in another California school district immediately preceding employment. The member must provide the District with proof of such accrual within three (3) years of their date of hire unless a formal agreement for extension has been agreed to in advance. Human Resources shall notify the member when the previously accrued sick leave has been credited to their account.

(Education Code Section §87782)

103.1.6 Any unused accrued sick leave shall be accumulated indefinitely. No accrued sick leave shall be paid at the time of separation from the District. However, STRS does allow unused accrued sick leave to be used at retirement for service credit. (Education Code Section §22717)

103.1.7 An associate member’s absence shall be charged against the member’s total sick leave accumulation. The actual amount of sick leave charged shall be based on the actual hours missed (not including office hours) and the load base of the class/assignment.

The Sick Leave Computation Table defines the calculations for sick leave:

Lecture based load (16.4)*	Actual Hours Missed x 1.83
Lab based load (19.7)*	Actual Hours Missed x 1.523
Lab based load (21.9)*	Actual Hours Missed x 1.371
Lab based load (23)*	Actual Hours Missed x 1.305
Lab based load (26.3)*	Actual Hours Missed x 1.141
Non-instructional (hour-based) load (32.8)*	Actual Hours Missed x .915

*Based on the load chart per Article 17.

Example: An instructor is out for a day in which he/she misses 3.28 class hours. If the load base of the class is 16.4 hours per week (Article 17.2), the sick leave hours to be recorded are $3.28 \times 1.83 = 6.00$.

103.1.8 If the member’s absence exceeds three (3) consecutive days, the President or designee may require a statement from the member’s physician that the member is able to fully perform job duties upon return from illness or injury leave.

103.1.9 A faculty member may use, in any calendar year, accrued sick leave, in an amount not more than the amount earned in half a year of employment, to attend to the illness of a faculty member’s child, parent, spouse or domestic partner or domestic partner’s child. (Labor Code 233)

103.1.10 Members who have exhausted their sick leave and are absent from work due to illness or injury for a period of five (5) school months or less shall have compensation deducted monthly in an amount equal to the amount actually paid to one or more temporary substitutes who fill the position during the absence. Such deduction shall not exceed the sum actually paid or, if no

temporary or substitute employee is hired, the amount which would have been paid had a temporary or substitute been hired.

Reference: Education Code Section §87780.

103.1.11 Refer to Article 13.9 regarding the available options when one member substitutes for another member.

103.2 Personal Necessity Leave

103.2.1 Associate members may use a maximum of three (3) days per semester of their total accumulated sick leave for personal necessity or for other cases of compelling personal importance. Personal necessity leaves shall be granted only for specific leaves and are subject to the following guidelines.

103.2.2 Without Advanced Notice

A member shall not be required to secure advance permission for leave taken for any of the following reasons:

1. To extend the number of days of the bereavement for a member of the immediate family (as defined in Article 103.3).
2. For an accident involving the member's person or property, or the property of the member's immediate family, of such a nature that the member's immediate presence is required during the workday.
3. For serious illness of members of the immediate family (as defined in Article 103.3).

Notice should be provided to the member's Department Chair or Division Dean as soon as could reasonably be expected. Department Chairs and Division Deans will inform one another of the member's notice.

103.2.3 With Advanced Notice and Approval

Personal necessity leaves other than those listed in Article 103.2.2 must be requested and approved by the member's Department Chair and Division Dean. Personal necessity leaves may be granted:

1. For appearance in court as a litigant, return to work is required when it is not necessary to be absent for the entire day, advanced notice shall be at least five (5) work days.
2. For religious holidays/observances which the member asserts are of such moral/ethical significance that it is a personal necessity to be absent from work, advanced notice shall be at least five (5) work days.
3. For emergencies or personal business which cannot be accomplished during non-working hours, advanced notice to be as soon as reasonable under the circumstances.
4. To participate in activities of school-aged children, a faculty member who is a parent, guardian or grandparent of one or more children in grades kindergarten to twelfth grade or attending a licensed day care facility, may take leave for up to eight (8) hours a month per fiscal year to participate in activities of the school (for example, a field trip or a holiday program or concert) if the member provides reasonable advanced notice. If requested, the member shall provide documentation from the school or facility of the member's participation on a specific date or particular time. (Labor Code 230.8) If the member has no personal necessity leave, the leave may be taken, but shall be unpaid.
5. For other reasons of compelling personal importance, advanced notice is to be provided as soon as reasonable under the circumstances.

Reference Education Code Section §87784, §87781.5, and §87781

103.3 Bereavement Leave

Associate members are entitled to bereavement leave, with pay (and no sick leave deduction) of up to three consecutive days, or five consecutive days if out-of-state travel is required, for each occurrence and at the time of the occurrence, for a death in the immediate family. Immediate family means the mother, father, grandmother, grandfather, grandchild, spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, mother-in-law, father-in-law, or any relative living in the immediate household of the member. Immediate family also includes the son, daughter, brother, sister, mother, father of the members partner listed on the "Affidavit of Domestic Partnership."

Per Article 103.2, the bereavement leave specified above may be extended through personal necessity leave.

Ed Code §87788

103.4 Legal and Civic Duty Leave

103.4.1 Associate members shall be granted a leave of absence to appear as a witness in court other than as a litigant, to serve on a jury, or to respond to an official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the member.

103.4.2 Such leave(s) shall be granted with pay.

103.4.3 Members shall return to work during any time in which they do not have to report to court.

ARTICLE 104

Associate Member Industrial Accident/Illness Leave

- 104.1 An associate member who must be absent from duty because of an accident or illness arising out of the course and scope of employment shall be eligible for industrial accident and illness leave. The injury or illness must be judged by the District's Workers' Compensation carrier as qualified for Workers Compensation.
- 104.2 Allowable leave shall be for 60 days during which school is in session or days when the member would otherwise have been required to perform work for the district.
- 104.3 When an industrial leave overlaps into the next fiscal year, the member shall be entitled to only the amount of unused leave due him or her for the same illness or injury.
- 104.4 Allowable leave shall not accumulate from year to year.
- 104.5 Industrial accident or illness leave shall commence on the first day of absence.
- 104.6 During any month in which the absence occurs, the District will pay the member the portion of the salary due for the month, which when added to the member's temporary disability indemnity under Division 4 or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in payment of full salary.
- 104.7 The member shall endorse the temporary disability indemnity check to the District in order to receive compensation. The District, in turn, will pay to the member the appropriate salary.
- 104.8 Regardless of temporary disability indemnity award, the industrial accident or illness leave shall be reduced by one day for each day of authorized absence.
- 104.9 The phrase "full salary" shall be computed so that it shall not be less than the member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code.

104.10 Upon expiration of the sixty days of industrial accident or illness leave, a member may elect to take sick leave. Any member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the Board of Trustees authorizes travel outside the state.

ARTICLE 105

**Associate Member
Calendar**

105.1 Calendar

The academic year will consist of the number of days in the adopted calendar for the term for which the associate member is contracted.

105.2 Flex Days

As part of the contract, Associate members will attend flex activities as delineated in the Compensation Article 101.

Flex days are considered to be part of the regular assignment included in the part-time member's total compensation for the semester. It is agreed that part time faculty will participate in flex days' activities for a number of hours equivalent to the number of hours assigned which are scheduled on flex days.

ARTICLE 106

Associate Member Personnel Files

- 106.1 An associate member's official personnel file shall be maintained by the District Human Resources Department and contain the official employment record of the individual.
- 106.2 Associate members shall have the right to examine all material (except those obtained prior to employment) contained within the official personnel file. When the business hours of the Human Resources Department will not permit the member to inspect their personnel files during non-working hours, the member may contact the Associate Vice Chancellor of Human Resources, who shall arrange for a time when the member may review the file.
- 106.3 Upon written request, Associate members from Mission College may request that a confidential employee from the Human Resources Department coming from West Valley College deliver the requester's personnel file to Mission College. The Associate member may then review the personnel file in the presence of a confidential employee.
- 106.4 Information from the official personnel file shall not be released without the Associate member's consent unless compelled by law, judicial order, or subpoena or, authorized District or public agency officials having legitimate business that justifies such inspection in the sole discretion of the Associate Vice Chancellor of Human Resources.
- 106.5 Associate members may, in writing, authorize a representative to have access to, and to review their official personnel file. In so authorizing, the Associate member agrees to indemnify and hold harmless the District from any and all claims, demands, suits or any other actions arising from such access or review.
- 106.6 The District shall retain as confidential all pre-employment materials or other data as exempted by law, e.g., materials obtained or prepared prior to employment. Such materials include, but are not limited to, recommendation letters and pre-employment interview materials.
- 106.7 Anonymous materials shall not be placed in the personnel file.

- 106.8 Information of a derogatory nature shall not be entered or filed unless or until the Associate member is given notice and an opportunity to review. The Associate member shall have the right to enter, and have attached to any such derogatory statement, the Associate member's written comments.
- 106.9 Where an Associate member believes any record or portion is inaccurate, not relevant, timely or complete, the Associate member may request correction of the material. Requests for correction of materials shall be in writing and include a justification. The written request shall, at the option of the Associate member, be included in the official personnel file. Materials involving performance appraisal and official procedures shall not be deleted, may, where justified, be corrected.
- 106.10 The District shall retain after resignation, retirement or dismissal only those records required by law.

Reference: Education Code §87031

ARTICLE 107

Associate Member Representation

107.1 Member Rights

107.1.1 The District and WVMFT, AFT 6554 recognize the right of members to form, join and participate in lawful activities of member organizations and the equal, alternative right of members to refuse to form, join and participate in employee organizations. Neither party shall discriminate against a member in the exercise of these alternative rights.

107.1.2 Accordingly, membership in WVMFT, AFT 6554 shall not be compulsory. A member has the right to choose, either: (1) to become a member of WVMFT, AFT 6554 , or, (2) to pay WVMFT, AFT 6554 a fee for representation services; or, (3) to refrain from either of the above courses of action upon the grounds set forth in Section 110.3.3 that follows:

107.2 Members' Obligation to Exclusive Representation

107.2.1 A member employed for a semester or a full school year who does not qualify as an exemption as set forth in Section 110.3.3 below, and who has not voluntarily made application for membership in WVMFT, AFT 6554 within thirty (30) days of the date upon which said member has been employed by the District, as a condition of employment in the District, must pay annually or monthly to WVMFT, AFT 6554 a representation/service fee in exchange for representation services necessarily performed by WVMFT, AFT 6554 in conformance with its legally imposed duty of fair representation on behalf of said member. A member employed for less than one semester (short term) who does not qualify as an exemption as set forth in Section 110.3.3 below, and who has not voluntarily made application for membership in WVMFT, AFT 6554 within two (2) days of the date upon which said member has been employed by the District must as a condition of employment in the District pay the representation/service fee for the time period they were employed.

107.3 Definition of Representative Fee

107.3.1 The representation/service fee to be collected from non- WVMFT, AFT 6554 members shall be equal to, but not exceed the periodic dues and general assessments of WVMFT, AFT 6554.

107.3.2 Representative/Service Fee Schedule

The District and WVMFT, AFT 6554 agree that each member shall pay his/her fair share for representation services. The District and WVMFT, AFT 6554 agree that the representation/service fee schedule set forth constitutes the appropriate determination of the fair share of the representation/service fee for each class of bargaining members.

107.3.3 Members Exempted from Obligation to Pay

Any member may be exempted from payment of any representation/service fees to WVMFT, AFT 6554 if that person is a member of a religious body whose traditional tenets or teachings include conscientious objections to joining or financially supporting an “employee organization” as defined in Section 3540.1(d) of the Government Code. Members seeking such exemption will be required to submit to WVMFT, AFT 655 and the District a notarized letter signed by an official of the bona fide religion body or sect certifying that person’s membership and the date the membership was initiated. If the exemption is granted, WVMFT, AFT 6554 shall notify the member and the District in writing and shall require that as an alternative to payment of a representation/service fee to WVMFT, AFT 6554, the member shall pay an amount equivalent to such representation/service fee to the West Valley–Mission Community College Scholarship Fund.

107.3.4 Scholarships from the “West Valley–Mission Community College Scholarship Funds” shall be awarded to students of the District on the basis of need and scholastic achievement only. The fund, including earned interest, shall be administered by WVMFT, AFT 6554 for this purpose. A list of scholarship endowed accounts to which members may contribute is available in the Advancement Office.

107.3.5 As provided in Government Code Section 3546.3, if a member who qualifies under Section 110.3.3 requests the assistance of WVMFT, AFT 6554 in using the conciliation and grievance procedure, or in representing the member in individual issues related to terms and conditions of employment, WVMFT, AFT 6554 may charge the member for the reasonable cost of providing these services.

107.4 Payment Method

- 107.4.1 Any members who are not exempted from payment under Section 110.3.3.
- 107.4.2 As a condition of employment, the member will authorize payroll deduction for the established representation/service fee.
- 107.4.3 Payroll dues deduction will automatically be reinstated upon the re-hire of any Associate member.

107.5 Hold Harmless and Indemnify Provision

- 107.5.1 WVMFT, AFT 6554 shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges, or penalties incurred in responding to or defending against any claims, disputes, or challenges, which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to representation/service fee.
- 107.5.2 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, WVMFT, AFT 6554 shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed in Section 110.5 above shall be compromised, resisted, defended, tried, or appealed.
- 107.5.3 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District will defer to WVMFT, AFT 6554's interests if the District does not have a distinct and separate legal interest in the disputed matter.
- 107.5.4 The District shall not be entitled to be reimbursed for any costs for which WVMFT, AFT 6554 was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.

ARTICLE 108

Associate Member

Performance Appraisal and Achieving Re-Employment Preference

108.1 Introduction

The primary goal of performance appraisal is the improvement of the quality of the educational program. The process should promote professionalism, enhance performance, recognize exemplary performance, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture competence; to identify standard performance and indicate areas where improvement is desirable; to identify performance that requires improvement; and to identify performance so unsatisfactory that termination may be recommended.

Excellence in performance is crucial to maintain and extend the learning presently shown by students at Mission and West Valley Colleges.

The appraisal system focuses on the following, in support of the member maintaining employment status: measuring performance in an objective, unbiased manner while providing useful feedback. The appraisal ensures that appropriate recognition occurs, encourages continued participation in professional development, and recommends appropriate training opportunities are recommended for members as needed.

108.1.1 Procedural Overview

1. **Team Formation** (Article 108.6.1)
Related form is: **Form A - Appraisal Team Membership**
2. **Pre-Appraisal Conference** (Article 108.6.2)
Related form is: **Form B - Pre-Appraisal Conference**
3. **Observations** (Article 108.6.3)
Related form is: **Form C - Observations/Visitation Report**
4. **Appraisal** (Articles 108.6.4.A & B, and Article 108.4)
Related forms are:
 - **Student Surveys:**
 - **Form E1 - Student Survey**
 - **Form E2 - Student Survey for Distance Education**
 - **Student Survey Summary**

- **Form H2 - Professional and Collegial Responsibility Criteria for Associate Faculty** (completed by Appraisal Team Leader in consultation with the Division Dean and Department Chair)

Forms required only for Reassigned Time assignments of at least 20% per semester during the appraisal cycle (Article 108.4):

- **Form F - Reassigned Time Faculty Appraisal Peer Survey**
- **Reassigned Time Peer Survey Summary Form(s)**
- **Form G - Reassigned Time Faculty Appraisal**

5. Post-Appraisal Conference (Article 108.6.5)

Related forms are:

- **Form J - Appraisal Summary Conference/Recommendation**
- **Form K - Sign-Off Sheet**

By mutual consent, videotapes or other recording devices may be used. Anonymous letters or materials, excluding student survey data, will not be used in the process.

108.2 Definitions

- The Academic Year begins July 1 and ends June 30.
- Faculty under this article is any bargaining unit member who is a part-time employee hired semester-to-semester.
- Performance Appraisal is a written review of the member's performance.
- Satisfactory: Member is meeting the criteria as outlined in Article 108.4.
- Needs-to-Improve: Member is consistently not meeting the preponderance of the criteria listed in one or more of the criteria categories outlined in Article 108.4. It is anticipated that the behavior(s) can be improved and the member will be given the opportunity to return to Satisfactory status by means of a follow-up appraisal during the next semester of assignment, if offered.
- Unsatisfactory: Performance is judged to be so far below expectations that member will not be given further assignment.

108.3 Frequency of Appraisals and achieving Re-Employment Preference (REP-1 & REP-2)

108.3.1.1 Associate Faculty during first 6 semesters of employment

All new associate faculty will be appraised during the first primary semester in which they teach and two additional times thereafter within the first six semesters of employment. Once an associate faculty receives at least three appraisals in no less than six (6) semesters of employment (not including Summer or Winter Sessions) in which the last three appraisals are satisfactory, he/she shall achieve REP-1. The District may schedule additional appraisals for any member who receives a Needs-to-Improve appraisal as set forth in 108.6.6B. Associate faculty who do not achieve REP-1 during this cycle shall continue to be appraised once every two (2) semesters of employment.

108.3.1.2 Associate Faculty with REP-1

Once an associate faculty member has been granted Re-Employment Preference-1 (REP-1), he/she shall be appraised two additional times within four semesters of employment. Once an associate faculty receives two consecutive satisfactory appraisals (not including Summer or Winter Sessions) while in REP-1 status, he/she shall achieve REP-2. The District may schedule additional appraisals for any member who receives a Needs-to-Improve appraisal as set forth in 108.6.6B. Associate faculty who do not achieve REP-2 during this cycle shall continue to be appraised once every two semesters of employment.

108.3.1.3 Associate Faculty with REP-2

Once an associate faculty member has been granted Re-Employment Preference-2 (REP-2), he/she shall be appraised every 6th semester of employment so long as their appraisals are satisfactory. The District may schedule additional appraisals for any member who receives a Needs-to-Improve appraisal as set forth in 108.6.6B.

Student Surveys shall be conducted in one section each year during the years between regular appraisals following the granting of REP-2 to an associate faculty member.

108.3.2 Infrequently Employed Associate Faculty

Associate faculty who do not achieve REP-1 after the first six (6) semesters of employment or REP-2 after the first ten (10) semesters of employment due to infrequency of employment shall continue to be appraised once every two semesters of employment so long as their appraisals are satisfactory. The District may schedule additional appraisals for any member who receives a Needs-to-Improve appraisal as set forth in 108.6.6B.

108.3.3 Additional appraisals may occur if one or more of the following occurs:

- A. Complaints are received which are of a serious nature that relate to the criteria for appraisal as set forth in Article 108.5.
- B. Appraisal surveys indicate that a problem may exist.
- C. An associate faculty member reverts to behaviors that formerly placed him/her on Needs-To-Improve.
- D. An associate faculty member consistently fails to meet a significant number of the criteria for performance appraisal of regular members as outlined in Article 108.5.
- E. An associate faculty member consistently fails to meet usual Record-Keeping obligations and timelines (grade, census roster, early progress reports, or SLO assessment results, etc.).
- F. An associate faculty member is given a new assignment that is significantly different from prior assignments.

These additional appraisals will have appropriate timelines developed as they occur.

108.3.4 The Offices of Instruction shall keep records of associate faculty who have recently achieved REP-1 or REP-2 as well as associate faculty with and moving toward REP-1 and REP-2 status. These lists will be made available to the Offices of Human Resources, each Department Chair, Division Dean, and Executive Director and President of WVMFT, AFT 6554 within the first four weeks of Fall and Spring semester. These lists shall contain the date REP-1 or REP-2 was granted, the date of first assignment (first day of semester), and semesters served with REP-1, and REP-2 status. Requested corrections to the draft lists for Fall and Spring must be received by Human Resources no later than October 15 for the Fall list and February 15 for the Spring list. Human Resources will review any requested revisions and issue final REP lists no later than November 15 and April 15 respectively. Department Chairs and Division Deans are responsible for utilizing these lists in the advancing of associate faculty through the levels of pre-REP, REP-1, and REP-2.

108.4 Reassigned Time

Associate faculty who are reassigned with at least 20% Reassigned Time during any semester except if funded and supervised outside the District (e.g. WVMFT, AFT 6554 and State Academic Senate) will be appraised on the

performance of Reassigned Time activities during the term of the assignment. If the Reassigned Time assignment continues for more than one academic year, the appraisal shall be on an annual basis. At the beginning of the semester when the Reassigned Time has been assigned, the member shall meet with the appropriate administrator to establish written goals for the Reassigned Time and set a date (or dates) for meeting to assess progress toward those goals. When a member is given Reassigned Time for a specific department, the member shall meet with the appropriate administrator and the Department Chair to establish written goals for the Reassigned Time and set a date (or dates) for meeting to assess progress toward those goals.

The Reassigned Time Appraisal shall include a Peer Survey. When the Reassigned Time is in the position of Department Chair, the survey shall be administered to all academic and classified members of the Chair's department. For all other Reassigned Time positions, the Peer Survey shall be administered to all division deans and department chairs that work with the member in that assignment. Results of any Reassigned Time appraisals shall be forwarded to the appropriate Vice President for inclusion in the next full performance appraisal of the member.

Outcomes of the appraisal of the Reassigned Time assignment may be:

- A. Satisfactory. If the outcome is Satisfactory, the assignment will continue.
- B. Needs-To-Improve. If the outcome is Needs-To-Improve, the appropriate administrator/faculty member will work with the member to develop a Plan for Corrective Action.
- C. Discontinuance. If the outcome is not Satisfactory, the Reassigned Time may be discontinued at the option of the appropriate administrator.

108.5 Criteria for Appraisal of Associate Faculty

All criteria appropriate to the associate faculty member's assignment included in this section will be used in the Performance Appraisal Process.

108.5.1 Professional Criteria Category

Each member shall:

- a. Demonstrate currency and depth of knowledge of the field in the performance of assignment.
- b. Demonstrate the ability to communicate subject matter clearly, correctly and effectively.

-
- c. Demonstrate an ability to achieve objectives in area of assignment.
 - d. Demonstrate an ability to adapt methodologies for students/clientele with special needs and different learning styles.
 - e. Demonstrate regular substantive student contact for courses offered either fully or partially through distance education.
 - f. Utilize methods and materials appropriate to the subject matter.
 - g. Demonstrate evidence of careful preparation and organizational skills in area of assignment.
 - h. Implement the Course Outline of Record
 - i. Provide clear assignments or directives to students and regularly inform students of academic standing in class.
 - j. Provide for each student a current course syllabus as required by Title 5 that includes SLOs, classroom procedures, requirements, and grading policies and provide a copy to the Division Office.
 - k. Demonstrate a commitment to student learning by beginning and ending classes according to schedule, holding regular office hours, and meeting student needs as professionally required.
 - l. Evidence currency in the field through participation in activities such as professional conferences, workshops, seminars, webinars, presentations, professional activities, exhibitions, or publications. Currency in the field may also be demonstrated by the currency of course materials and teaching methods.
 - m. Meet Record-Keeping obligations on time, e.g., grades, requisitions, schedules, textbook orders, rosters.
 - n. Work with classified personnel in an effective manner in those areas related to instruction and institutional goals.
 - o. Participate in the process of SLO assessment and evaluate and use the results of these assessments in the process of continuously improving student learning.

108.5.2 Collegial Criteria Category

Each member shall:

- a. Work cooperatively within the college community.
- b. Foster an environment that protects academic freedom within the college community.
- c. Foster a positive working environment that is free from harassment, prejudice and/or bias.
- d. Demonstrate positive communication skills within the college community.
- e. Demonstrate a respect for the dignity of each individual.
- f. Foster an environment that promotes equity, inclusion, and equal opportunity for students and employees of the district.

108.6 Appraisal Process

108.6.1 Team Membership

The Appraisal Team will consist of the Department Chair or designee within the faculty member's discipline or related discipline, so long as the Chair's designee is a regular faculty member. The Department Chair, Division Dean or appraisee may each request one additional faculty member or administrator to serve on the team. An additionally-appointed faculty member must be a district employee within the appraisee's discipline or related discipline, and may be an associate faculty member in REP status.

If the appraisee has sufficient concern that a member of their Appraisal Team will not be able to serve on the team in an equitable and collegial manner, or if a team member has evidenced their inability to do so, the appraisee may contact their WVMFT, AFT 6554 representative. The WVMFT, AFT 6554 will arrange and attend a conference with the appraisee and the Director of Compliance or their designee, after which the Director of Compliance shall issue a formal recommendation on team membership.

For the purposes of this section "equitable" means able to appraise the appraisee without regard to factors that do not pertain to the contractually- established appraisal criteria and in a manner consistent with standards and expectations applied to other faculty. Collegial has the same meaning as in 108.5.2.

The Professional and Collegial Responsibility form will be completed by the Appraisal Team Leader in consultation with the Division Dean and the Department Chair if the Chair is not the Appraisal Team Leader, or the appraisee.

The Appraisal Team Leader is responsible for insuring that the appraisal process is completed in accordance with the appropriate provisions and timelines of the contract. The responsibilities of the team leader will include at least the following items:

- A. Obtaining a copy of the list of recommendations form, if one is available, from prior appraisal(s) from the appropriate Vice President's office.
- B. Scheduling and conducting the Pre-Appraisal Conference.
- C. Coordinating appraisal observations from all members of the Appraisal Team and completing a Professional & Collegial Responsibility form will be completed by the Appraisal Team Leader in consultation with the Division Dean, and the Department Chair.
- D. Ensuring that the Student Surveys are completed in a timely manner.
- E. Reviewing the results of the Pre-Appraisal Conference, observations, Student Surveys and the Professional & Collegial Responsibility Form, course syllabi and drop/retention rates with the team.
- F. Conducting the Post-Appraisal Conference.
- G. Completing the Performance Appraisal Summary Form

108.6.2 Pre-Appraisal Conference

By the end of the 5th week of the semester, the Appraisal Team will meet with the member to discuss elements of the appraisal, and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, and establish expectations as defined in the job description. Documents related to the appraisal process will be distributed.

108.6.3 Observations

There will be a minimum of one observation by each member of the Appraisal Team. Observations which may be conducted without advanced notice, except that at least one observation per appraisal cycle shall be scheduled with the approval and coordination of the appraisee. Observations should be completed no later than Week 13 of the semester. Observations will include activities appropriate to the member's service area(s).

If the class section observed is a distance education section, the Appraisal Team member will have access to, and will review instruction and faculty-student interaction through the course content management system, which shall include at least one three-week period identified by the appraisee. Appraisal Team

access to the course shell shall be terminated upon completion of the appraisal. In addition, the Appraisal Team member and the appraisee may arrange for on-campus observation, Skype or video conference of that section. If a work experience instructor is being observed, the Appraisal Team member and the appraisee shall arrange for on-campus or off-campus observation as appropriate.

108.6.4 Appraisal Surveys

A. Classroom Activities

Student Surveys will be conducted using official District/WVMFT, AFT 6554 forms in each class section at least once each year.

Surveys will be completed between Weeks 6 and 13. When administering student surveys, a member of the Appraisal Team or its designee shall read the written instructions to the class and pass out the appraisal forms. That person will inform the students that ratings and written comments will be used in the appraisals and that the instructor will not have access to the written comments until after grades are recorded. That person will collect the completed appraisal forms and return them to the Division Office or appropriate collection point in a timely fashion. The appraisee will leave the room while students fill out the appraisal surveys. For Distance Education Courses, the Student Surveys will be administered by the Office Instruction electronically. Student Surveys will be sent to the students to complete for at least a two-week window between Weeks 6 and 13.

B. Non-classroom Activities

Appropriate Student Surveys will be conducted using official District/WVMFT, AFT 6554 forms during one semester of every year. These surveys will be processed regularly with results going to the appropriate Vice President's office and to the member. During appraisal semesters the Appraisal Team leader will gather together the results of appraisal surveys spanning the 3-year appraisal period and incorporate them into the appraisee's summary report.

For all Student Surveys, the Office of Instruction will ensure that the students' written comments are separated and forwarded only to the Appraisal Team Leader, who shall give them to the appraisee only after grades are submitted.

108.6.5 Post-Appraisal Conference

At the conclusion of the appraisal, there will be a conference with the appraisee and the Appraisal Team to discuss the outcomes of the appraisal and other information such as commendations, Record-Keeping documents, attendance, course syllabi and drop/retention rates, as well as a discussion of performance

on professional, collegial, and institutional responsibilities.

If a preliminary indication from the Appraisal Team is that the result of the appraisal will be Needs-To-Improve in any of the criteria then the faculty member will be informed of that fact.

If the Department Chair or Division Dean is not a member of the Appraisal Team, he/she may be included in this Post-Appraisal Conference at the request of the team leader or appraisee.

The Post-Appraisal Conference shall be completed the Performance Appraisal Summary Form will be signed by all team members. At the Post-Appraisal Conference, the Performance Appraisal Forms shall be present to the appraisee. This form, along with the forms listed in Article 108.1.1 will forwarded to the appropriate Vice President prior to Finals Week.

108.6.6 Outcome

The possible outcomes are:

- A. Satisfactory: If the recommendation is Satisfactory in all areas, the appraisal is completed.
- B. Needs-To-Improve: If the appraisal recommends that the member needs to improve in any of the criteria categories listed in Article 108.5 the appraisee will be re-appraised during his/her next semester of assignment. According to the stated process in Article 108, the Needs-to-Improve appraisal process team must include an administrator. Re-employment preference shall be withdrawn if the appraisal of an associate member's performance is Needs-to-Improve a second time.
- C. Unsatisfactory. If the appraisal outcome is unsatisfactory the appraisee will lose REP and will not be given another assignment.

108.7 Authorization

Education Code Sections §87660 et seq. set forth the requirements for the performance appraisal of members. The legislative intent, as stated in AB 1725, provides that an associate faculty member's students, administrators and peers should all contribute to the appraisal but the faculty member should play a central role in the appraisal process and, together with appropriate administrators, assume principal responsibility for the effectiveness of the process.

108.8 Negotiability

Any changes in the District Tenure Review or Performance Appraisal Process shall be subject to the negotiation process. WVMFT, AFT 6554 shall consult with the Academic Senate prior to engaging in collective bargaining procedures regarding this article (Education Code Sections §87610.1 and §87663).

108.8 Grievability

Only compliance with the Performance Appraisal process is grievable. Outcomes or results of this article are not grievable.

Appendix A

WVMFT AFT 6554 Clarified Unit Description

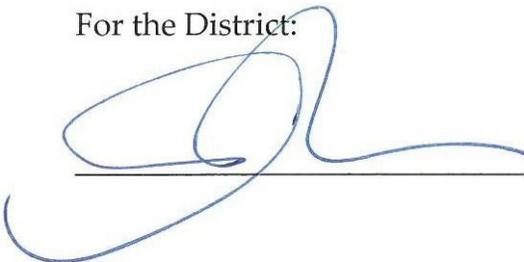
November 2016

The bargaining unit shall consist of:

Included: All academic employees, including full and part-time, non-credit, winter and summer session; counselors, nurses, librarians, and substitutes.

Excluded: Chancellor, President, Vice President of Instruction, Vice President of Student Services, Deans, Director of Student Development, Director of Student Health Services, and Program Directors-Student Programs.

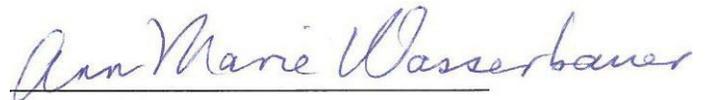
For the District:



Date:

10 May 2017

For the Union:



Date:

5-10-17

APPENDIX A

STATE OF CALIFORNIA

GEORGE DEUKMEJIAN, Governor

PUBLIC EMPLOYMENT RELATIONS BOARD

San Francisco Regional Office
177 Post Street, 9th Floor
San Francisco, California 94108
(415) 557-1350

Type of Election:

<p>WEST VALLEY JOINT COMMUNITY COLLEGE DISTRICT</p> <p>Employer,</p> <p>-and-</p> <p>ACE (ASSOCIATION OF CERTIFICATED EDUCATORS),</p> <p>Employee Organization</p>
--

Consent Agreement

Case No. SF-R-658

CERTIFICATION OF A REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the Public Employment Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a majority of the valid ballots were cast for ACE (ASSOCIATION OF CERTIFICATED EDUCATORS), therefore, pursuant to the authority vested in the undersigned by the Public Employment Relations Board, IT IS HEREBY CERTIFIED as of May 12, 1984 that ACE (ASSOCIATION OF CERTIFICATED EDUCATORS) is the exclusive representative of all employees in the unit set forth below:

(See attached)

Signed at San Francisco, California

On the 15th day of May, 1984

On behalf of the
PUBLIC EMPLOYMENT RELATIONS BOARD

Anita I. Martinez
Regional Director

Shall INCLUDE: All certificated employees, (including Full and part-time, summer session employees, counselors, nurses, librarians and substitute employees.

Shall EXCLUDE: Superintendent/President, President, Vice-President, Deans, Associate Deans, Assistant Deans, Directors, Student Activities Coordinator, Contract Administrator, Head Nurse, Director of Instructional Design.

APPENDIX B

**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT
ACADEMIC SALARY GUIDELINES**

All regular and contract faculty shall be compensated in accordance with the Academic Salary Schedule. Pending final placement, the member will be assigned to the column for which supporting documentation has been provided during or prior to the initial pre-employment meeting.

After documents and materials have been received, a letter will be sent to the member identifying final placement.

I. Initial Salary Column and Step Placement

Initial Column Placement shall be based on the following:

Column A - AA degree + required experience of 6 years

Column B - MA degree or BA degree + 30 units earned subsequent to the BA degree; or AA degree + 90 units earned subsequent to AA degree

Column C - MA degree + 15 units earned subsequent to the MA degree; or BA degree + 45 units earned subsequent to BA degree

Column D - MA degree + 30 units earned subsequent to the MA degree; or BA degree + 60 units earned subsequent to BA degree

Column E - MA degree + 45 units earned subsequent to the MA degree; or BA degree + 75 units earned subsequent to BA degree

Column F - Earned Doctorate

A. Initial column placement will be determined by the individual's educational attainment. Education evaluation will be completed by Human Resources, and will be based on the following:

1. Earned degrees for initial salary placement must be from accredited institutions of higher education. "Accredited institution of higher education" is defined as an institution of higher education in the United States, its territories, and the District of Columbia, accredited by a United States regional accrediting association.
2. For disciplines requiring a Masters degree, academic course work must be upper division or graduate level.

3. For disciplines not requiring a Masters degree, academic course work must be college level.

Units are defined in terms of semester units and must be received from an accredited institution. Quarter units will be converted to semester units on the basis that 3 quarter units equal 2 semester units.

Process:

To be considered for column placement, all documents and materials must be submitted to the Human Resources Department prior to the end of the 14th week of the semester. Degrees and course work accomplished at foreign institutions shall be evaluated by a recognized foreign transcript evaluator and include semester units, prior to column placement:

- a. At the initial onboarding meeting with Human Resources information will be provided to the member which will include all deadline dates and a list of information required to complete the initial salary placement.
 - b. Any request to extend the deadline to provide final placement documents to Human Resources must be requested in writing and submitted to the Human Resources prior to the 13th week of the semester.
 - c. If the required information has not been received by the end of the 14th week of the semester, a notice will be sent to the member stating their final step and column placement.
 - d. Provisions of this section are grievable for process. The initial salary assignment is not grievable.
- B. Initial step placement on the Full-time Salary Schedule shall be as follows:

Initial step placement shall be based on the prior teaching and/or work experience of the individual. The maximum entry shall be Step 9 (*Currently listed on salary schedule*). Placement shall be based on the following:

Teaching Experience:

Experience credit above Step 1 shall be determined as follows:

1. Credit for academic experience at the high school level or above will be granted at the rate of one step for the equivalent of one year of full time experience. Credit for associate experience will be calculated on the basis of the District's load system (one year equals 2.0).
2. Credit for academic experience at K-8 will be granted at the rate of one step for the

equivalent of two (2) years of full time experience.

3. Credit for other experience will only be granted if it is related to the assignment. Credit will be granted at the rate of one step for each two years (24 months) of full-time (40-hours/week) experience.

Non Teaching Experience:

Experience credit above Step 1 shall be determined as follows:

1. Credit for work experience shall only be granted if it is related to the assignment. Credit shall be granted at the rate of one (1) step for the equivalent of two years (24 months) of full-time (40 hours/week) experience. For non-instructional faculty (Librarians, Counselors, and Lab Faculty Specialists) directly related work experience in a non-academic setting may be granted at the rate of one step for the equivalent of one year of full time experience.
2. Credit for experience at the high school level or above shall be granted at the rate of one step for the equivalent of one year of full-time experience. Credit for associate experience shall be calculated on the basis of the District's load system (one year equals 2.0).
3. Credit for experience at grades K-8 level shall be granted at a rate of one (1) step for the equivalent of two (2) complete years of experience.

An individual applying for credit for experience is responsible for presentation of official verification of experience which shall include the name of the institution and the units, hours, and subjects taught. To be considered, the required information must be submitted to the Human Resources Department by the 14th week of the semester in which the member was hired. A request for an extension of this deadline must be made in writing and submitted to Human Resources prior to the 13th week of the semester.

C. Step Advancement

1. Faculty will be advanced one step on the salary schedule for each completed academic year of service until the maximum step is reached or the member is eligible for Professional Growth and Development.
2. Earned step advancement will be granted August 1st of each year regardless of hire date.
3. Professional Growth and Development step advancements shall be granted in accordance with the provisions of the collective bargaining agreement. The project must not involve duplication of preceding PG&D projects, sabbatical leave projects, course work used for column advancement, or activities supported

through District funding.

- a. Exception: Course work included in a PG&D project or sabbatical leave which leads to the awarding of a degree may be applied to move from one column to the next at the time the degree is awarded.

D. Column Advancement

1. Credits for column advancement will be taken into consideration from the time of employment as a Full-time faculty member at WVMCCD and moving forward.
2. Column advancement shall be granted August 1st of each year. Advancement shall be made to the lateral step of the appropriate column. Quarter units shall be converted to semester units at a 3 to 2 ratio.
3. Column advancement applications shall be submitted by the member in writing to the Human Resources Department, with a copy to the Dean, by the second Friday in March for column advancement the following academic year. Human Resources will notice Finance of all proposed advancements by the first Friday in April.
4. All degrees or earned course work submitted for column advancement must have been concluded on or before August 30th of the same year Column advancement was granted.
5. Transcripts of credit must be on file in the Human Resources Department by the first Friday in October. Under special circumstances, an extension of this deadline may be granted. A written request for extensions must be received by Human Resources prior to the first Friday in October.
6. Unless an extension has been approved, failure of a member to meet the deadlines specified in this article shall result in the denial of the column advancement application for the current year. The application will be re-considered for the following academic year.
7. All units offered for credit toward column advancement must be graduate units for those disciplines requiring a Master's degree. Prior to enrollment, written approval by the Dean is required for all undergraduate course work. A copy of the approval must be submitted to the Human Resources Department before completion of the course.
8. Continuing education units (CEUS) will be converted as follows:
1 CEU = 48 hours of instruction = 1 semester unit
9. Attainment of a doctorate graduate degree will result in column advancement.

10. Course work completed as part of a PG&D project or sabbatical leave may not be used for column advancement.

E. Placement for Temporary, Substitute and Overload Assignments

- a. Temporary, substitute and overload services performed by members shall be paid on the Associate Salary Schedule appropriate to the assignment.
- b. Regular or contract faculty members shall initially be placed on the step of the Associate Salary Schedule which corresponds to their regular step placement on the Academic Salary schedule.

Regular or contract faculty members shall have the step on the Associate Salary Schedule which corresponds to their step on the Full time Academic Salary Schedule for overload assignments except when:

1. Their step on the Associate Salary Schedule is higher than their step on the Full Time Academic Salary Schedule; or
2. The corresponding step on the Associate Salary Schedule is not available and in such cases their step on the Associate Salary Schedule shall be step-21/(the highest step).

F. Compensation — See Article 13.

Adopted: July 16, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ACADEMIC SALARY SCHEDULE

Step	Column A	Column B	Column C	Column D	Column E	Column F
	AA + required Experience (6 yrs.)	MA; BA + 30; AA + 90	MA + 15; BA + 45	MA + 30; BA + 60	MA + 45; BA + 75	PhD
1	\$74,819	\$77,622	\$80,534	\$83,553	\$86,688	\$88,421
2	\$77,438	\$80,343	\$83,352	\$86,479	\$89,724	\$91,517
3	\$80,147	\$83,151	\$86,272	\$89,507	\$92,862	\$94,721
4	\$82,954	\$86,062	\$89,289	\$92,637	\$96,113	\$98,036
5	\$85,856	\$89,075	\$92,418	\$95,881	\$99,479	\$101,469
6	\$88,859	\$92,192	\$95,650	\$99,239	\$102,958	\$105,018
7	\$91,972	\$95,419	\$98,997	\$102,712	\$106,565	\$108,692
8	\$95,192	\$98,761	\$102,464	\$106,306	\$110,294	\$112,497
9	\$98,523	\$102,219	\$106,047	\$110,025	\$114,154	\$116,437
10	\$101,972	\$105,793	\$109,761	\$113,876	\$118,147	\$120,509
11	\$105,539	\$109,496	\$113,604	\$117,861	\$122,285	\$124,732
12	\$109,233	\$113,331	\$117,577	\$121,987	\$126,561	\$129,093
15	\$113,057	\$117,292	\$121,695	\$126,256	\$130,992	\$133,613
18	\$117,014	\$121,402	\$125,952	\$130,680	\$135,578	\$138,289
21	\$121,110	\$125,650	\$130,359	\$135,252	\$140,322	\$143,127
24			\$134,924	\$139,983	\$145,234	\$148,138
27			\$139,646	\$144,883	\$150,315	\$153,323
30					\$155,577	\$158,690
33					\$161,024	\$164,242
36					\$166,658	\$169,993

- Salary reflects traditional 10 month assignment.
- Column A represents 3.5% greater than the previous step.
- Columns B-E are 3.75% greater than the previous column; Column F is 2% greater than Column E.
- Dollar (\$) amounts are rounded to the nearest dollar.
- Maximum entry: Step 9.

HR/rsj/07.02.21

Adopted: July 16, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ACADEMIC SALARY SCHEDULE

Step	Column A	Column B	Column C	Column D	Column E	Column F
	AA + required Experience (6 yrs.)	MA; BA + 30; AA + 90	MA + 15; BA + 45	MA + 30; BA + 60	MA + 45; BA + 75	PhD
1	\$78,560	\$81,503	\$84,561	\$87,731	\$91,022	\$92,842
2	\$81,310	\$84,360	\$87,520	\$90,803	\$94,210	\$96,093
3	\$84,154	\$87,309	\$90,586	\$93,982	\$97,505	\$99,457
4	\$87,102	\$90,365	\$93,753	\$97,269	\$100,919	\$102,938
5	\$90,149	\$93,529	\$97,039	\$100,675	\$104,453	\$106,542
6	\$93,302	\$96,802	\$100,433	\$104,201	\$108,106	\$110,269
7	\$96,571	\$100,190	\$103,947	\$107,848	\$111,893	\$114,127
8	\$99,952	\$103,699	\$107,587	\$111,621	\$115,809	\$118,122
9	\$103,449	\$107,330	\$111,349	\$115,526	\$119,862	\$122,259
10	\$107,071	\$111,083	\$115,249	\$119,570	\$124,054	\$126,534
11	\$110,816	\$114,971	\$119,284	\$123,754	\$128,399	\$130,969
12	\$114,695	\$118,998	\$123,456	\$128,086	\$132,889	\$135,548
15	\$118,710	\$123,157	\$127,780	\$132,569	\$137,542	\$140,294
18	\$122,865	\$127,472	\$132,250	\$137,214	\$142,357	\$145,203
21	\$127,166	\$131,933	\$136,877	\$142,015	\$147,338	\$150,283
24			\$141,670	\$146,982	\$152,496	\$155,545
27			\$146,628	\$152,127	\$157,831	\$160,989
30					\$163,356	\$166,625
33					\$169,075	\$172,454
36					\$174,991	\$178,493

- Salary reflects traditional 10 month assignment.
- Column A represents 3.5% greater than the previous step.
- Columns B-E are 3.75% greater than the previous column; Column F is 2% greater than Column E.
- Dollar (\$) amounts are rounded to the nearest dollar.
- Maximum entry: Step 9.

HR/rsj/07.02.21

West Valley-Mission Community College District Academic Calendar 2022-2023

<p><u>July 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>4 July 4th Holiday</u> <u>5/31/22 to 8/25/22</u> <u>Summer School</u></p>	<p><u>January 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>2 Holiday</u> <u>1/3/23-1/26/23 Wintersess</u> <u>16 MLK Day</u> <u>27 Flex Day</u> <u>28 Start Spring Sem</u></p>
<p><u>August 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>24-25 New Employee Orientation</u> <u>26 Flex Day</u> <u>27 Start Fall Sem</u></p>	<p><u>February 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p>	<p><u>20 to 23 Presidents' Days</u></p>
<p><u>September 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>5 Labor Day Holiday</u></p>	<p><u>March 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>31 Cesar Chavez Day</u> <u>27 to 1 Spring Break</u></p>
<p><u>October 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>		<p><u>April 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	
<p><u>November 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>11 Veterans Day Holiday</u> <u>24-26 Thanksgiving</u></p>	<p><u>May 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>20-26 Final Exams</u> <u>26 End Spring Sem</u> <u>29 Memorial Day</u> <u>30 Start Summer School</u></p>
<p><u>December 2022</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>12 to 17 Final Exams</u> <u>17 End Fall Sem</u> <u>19-2 Winter Break</u></p>	<p><u>June 2023</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>19 Juneteenth</u></p>

	M	T	W	TH	F	S	TTL
Fall	15	16	16	15	14	15	91
Spring	15	16	16	16	15	15	93
Flex					2		2

West Valley-Mission Community College District Academic Calendar 2023-2024

<p>July 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>4 July 4th Holiday 5/30/23 to 8/24/23 Summer School</p>	<p>January 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>1 New Year's Day 1/2/24-1/25/24 Winterbreak 15 MLK Day 26 Flex Day 27 Start Spring Sem.</p>																												
<p>August 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>23-24 New Employee Orientation 25 Flex Day 26 Start Fall Sem.</p>	<p>February 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29</p>	<p>16 to 19 Presidents' Days</p>																												
<p>September 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p>4 Labor Day Holiday</p>	<p>March 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>																													
<p>October 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>		<p>April 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p>1 Cesar Chavez Day 1-6 Spring Break</p>																												
<p>November 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p>10 Veterans Day Holiday 23-25 Thanksgiving</p>	<p>May 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>18-24 Final Exams 24 End Spring Sem 27 Memorial Day 28 Start Summer School</p>																												
<p>December 2023</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p>11 to 16 Final Exams 16 End Fall Sem 18-1 Winter Break</p>	<p>June 2024</p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p>19 Juneteenth Holiday</p>																												
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Fall	15	16	16	15	14	91																									
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West Valley-Mission Community College District Academic Calendar 2024-2025

<p><u>July 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>4 July 4th Holiday</u> <u>5/28 to 8/24</u> <u>Summer School</u></p>	<p><u>January 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>1 New Year's Day</u> <u>1/2/25- 1/23/25 Winter Session</u> <u>20 MLK Day</u> <u>24 Flex Day</u> <u>25 Start Spring Sem</u></p>
<p><u>August 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>21-22 New Employee Orientation</u> <u>23 Flex Day</u> <u>24 Start Fall Semester</u></p>	<p><u>February 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28</p>	<p><u>14 to 17 Presidents' Days</u></p>
<p><u>September 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>2 Labor Day Holiday</u></p>	<p><u>March 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>31 Cesar Chavez Day</u> <u>3/31 to 4/ 5 Spring Break</u></p>
<p><u>October 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>		<p><u>April 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>3/31 to 4/ 5 Spring Break</u></p>
<p><u>November 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>11 Veterans Day Holiday</u> <u>28-30 Thanksgiving</u></p>	<p><u>May 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>17-23 Final Exams</u> <u>23 End Spring Sem</u> <u>26 Memorial Day</u> <u>27 Start Summer School</u></p>
<p><u>December 2024</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31</p>	<p><u>7 to 13 Final Exams</u> <u>14 End Fall Semester</u> <u>16-1 Winter Break</u></p>	<p><u>June 2025</u></p> <p>1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30</p>	<p><u>19 Juneteenth Holiday</u></p>
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APPENDIX D

COUNSELOR

Introduction:

Counselors are members who are assigned a majority (i.e., 50% or more) of their time to counseling or closely related activities.

The duties of the counseling faculty consists of counseling related assignments and other responsibilities which are necessary for the effective and efficient operation of the member's department, division, college and the District which total a minimum of thirty-two point eight (32.8) hours per week in accordance with Article 17.

Duties and Responsibilities:

Counseling duties and responsibilities are assigned in accordance with Article 17 and may consist of one or more of the following.

1. Counsel and advise students, on both an appointment and a drop-in basis.
2. Perform specialized work duties as necessary during registration periods.
3. Provide formal in-service training.
4. Participate in program/service development activities.
5. Coordinate efforts of counseling faculty to complete Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
6. Perform other duties as required for the department and/or college.
7. Counselors may also be assigned to teach one or more counseling courses during a semester.
8. Counselors have the option of teaching outside their primary area on an overload basis. To be eligible for an assignment outside their area of primary responsibility, they must qualify through the established guidelines.
9. Counselors who teach courses must comply with the same duties required of the instructors as outlined in their job description, including office hours in accordance with Article 100.7.

In addition to the counseling related duties outlined above, members of the counseling faculty are expected to perform institutional responsibilities as delineated in Articles 17 and 21.

APPENDIX D

INSTRUCTOR

Introduction:

Instructors are members who are assigned a majority (i.e., 50% or more) of their time in the classroom or closely related activities.

The duties of the instructional faculty consists of classroom assignments or closely related activities, and other responsibilities which are necessary for the effective and efficient operation of the member's department, division, college and District that total a load factor of 1.00 each semester in accordance with Article 17.

Duties and Responsibilities:

Instructional duties and responsibilities are assigned in accordance with Article 18 and may consist of one or more of the following:

Provide instruction for assigned courses. This includes preparation, in-class activities, evaluation of students' work, consultation with students outside of class (scheduling time beyond normal office hours if necessary), ensuring regular effective student contact for Distance Education courses, maintenance of currency in the subjects taught and other efforts related to the teaching of the assigned classes, and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.

1. Maintain accurate class and other records.
2. Submit, when due, all necessary reports, such as attendance, grade reports, rosters, class and office schedules.
3. File a syllabus for each course with the appropriate division offices.
4. Post and maintain office hours each week in accordance with Article 17 for full-time faculty and Article 100.7 for associate faculty.
5. Provide each student with a current course syllabus as required by Title 5, which includes SLOs, classroom procedures, requirements and grading policies and provide a copy to the Division Office.
6. Refer students to appropriate college resources.
7. Assist students by providing advice on requirements for successful achievement in the members' area of expertise.

In addition to the instructional duties and responsibilities outlined above, members are expected to perform institutional responsibilities as delineated in Articles 17 and 21.

Board Approved Revisions (Title, Introduction, Duties and Responsibilities): April 16, 2009

APPENDIX D

LIBRARIAN

Introduction:

Librarians are members who are assigned a majority (i.e., 50% or more) of their time to librarianship or closely related activities.

The duties of librarians consist of library-related assignments and other responsibilities which are necessary for the effective and efficient operation of the librarian's department, division, college and the District that total a minimum of 32.8 hours per week in accordance with Article 17.

Duties and Responsibilities:

Library faculty duties and responsibilities are assigned in accordance with Article 18 and may consist of one or more of the following:

1. Work with students at the reference desk.
2. Manage the acquisitions, technical processing, reference, circulation and audio-visual functions of the library.
3. Provide reference assistance for students and staff.
4. Evaluate, select and discard print and non-print library materials to keep the library collection current with curriculum.
5. Provide bibliographic instruction to students.
6. Coordinate library activities with the instructional and counseling faculty.
7. Assist in the hiring, training, and supervision of classified and student staff.
8. Manage the library computer system.
9. Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
10. Librarians may also be assigned to teach one or more library courses during a semester.
11. Librarians have the option of teaching outside their primary area on an overload basis. To be eligible for an assignment outside their area of primary responsibility, they must qualify through the established guidelines.
12. Librarians who teach classes must comply with the duties required of instructors as outlined in their job description, including office hours in accordance with Article 100.7.

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In addition to the library-related duties outlined above, librarians are expected to perform institutional responsibilities as delineated in Articles 17 and 21.

APPENDIX D

DEPARTMENT CHAIR

Introduction:

The Department Chair shall be responsible and accountable for the day-to-day operations and academic issues within the department. The working relationship which is fostered between the department faculty, Department Chair, and Division Chair shall be considered the basis for establishing and maintaining the college's shared governance model in working with administration. The Department may be given reassigned time or other compensation for carrying out his/her duties and responsibilities in accordance with Article 20.

Duties and Responsibilities:

In cooperation with members of the department and other staff, the Department Chair shall ensure that the following duties and responsibilities are successfully achieved:

1. Facilitate the development of annual goals and objectives by the department, and identify means for communication, implementation, and achievement of these goals. Provide an ongoing communication link with the department and the Division Chair. Maintain regular, ongoing communication with Department members and the Division Chair.
2. Coordinate efforts of department/program faculty to complete Program Review and implement recommendations, and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
3. Assist in the recruitment, hiring, orientation, and appraisal of full-time and associate members, instructional aides, and other staff.
4. Provide leadership in the preparation and updating of course outlines and catalog information. Assist in the development of curriculum/programs and the implementation of the curriculum approval process at the department level.
5. Ensure that all instructional members of the Department provide a current course syllabus to each student in their classes and to the division office or Office of Instruction.
6. Prepare and implement a WSCH/FTE Plan for the department. Prepare all schedules for the department/program and assist the Division Chair in final preparation of the published schedule.
7. Prepare, supervise, and monitor all aspects of the department's budget, and discuss periodically with the Division Chair.
8. Act as the first line of authority relative to student and departmental faculty complaints/concerns and inform the Division Chair of the nature, status, and action

taken, while at the same time maintaining the professional academic integrity and privacy of all parties concerned.

9. Assist in maintaining and updating the college catalog on matters relating to departments or programs.
10. Plan and conduct department meetings.
11. As appropriate, establish and maintain a close liaison with community, business and industry through visitations and meetings. Ensure that advisory committee meetings are held as required by Education code.
12. Ensure department/program representation, when necessary, at Board meetings and on district and college committees.
13. Work with the Articulation Officer on assuring that articulation agreements with school districts, state colleges/universities, community, state, and federal agencies are maintained and periodically updated.
14. Assist the Division Chair in administering College's/District's policies and procedures, including compliance with all bargaining unit agreements.
15. Assist and support the Division Chair in the completion of his/her duties and responsibilities such as verifying the accuracy of payroll forms.
16. Maintain and annually update the associate faculty pools and recommend associate and substitute instructors in accordance with District policy.
17. Facilitate departmental requests in the scheduling, use, and maintenance of equipment and facilities.
18. Assist the Division Chair in other duties as defined in consultation with the Division Chair and/or the department.

Note: The Department Chair job description specific to West Valley College shall be eliminated.

Note on the parties' intent: With the removal of "With direction from the appropriate Division Chair," the parties do not intend to change the pre-existing organizational structure of the District or management responsibilities of any position.

APPENDIX D

LAB FACULTY SPECIALIST

Introduction:

Lab Faculty Specialists are members who are assigned a majority (i.e., 50% or more) of their assignment to perform direct instruction of students in laboratory courses and/or in learning assistance/tutorial centers.

The duties of the lab faculty specialist faculty consist of assignments related to instructing students in an instructional environment; assisting in the supervision and management of lab activities; coordinating and scheduling use of equipment and supplies; and training support staff that total a minimum of thirty-two point eight (32.8) hours per week in accordance with Article 17. All duties that are supervisory in nature are incidental to the professional instructional duties listed within this job description.

Duties and Responsibilities:

Lab faculty specialist duties and responsibilities may consist of one or more of the following:

1. Perform direct instruction of students in laboratory courses, and/or learning assistance/tutorial centers. Lab faculty specialists who are the instructor of record in laboratory courses shall have their assignment based on the load for the course in accordance with Article 17 (not onhours).
2. Maintain accurate class, department, and other records conforming to state requirements and stated district and college needs.
3. Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
4. Submit, when due, all necessary reports, such as attendance, grade reports, budget reports, rosters, class, and office schedules.
5. Assist in the recruitment, hiring, orientation, and evaluation of full-time associate, and substitute instructors and staff.
6. Assist the Division Chair or supervising administrator in the development of curriculum/programs and the implementation of the curriculum approval process at the department level.
7. Assist the Division Chair or supervising administrator in the preparation of class schedule(s) for the department/program and in the final preparation of the published schedule. If appropriate, plan and implement a WSCH/FTE Plan of Action for the open lab courses within the department.
8. Assist in the preparation of the semester work schedule for faculty and staff.

9. Assist in the preparation and monitoring of the appropriate aspects of the department's budget and discuss periodically with the Division Chair/supervising administrator.
10. Act as a facilitator relative to student, staff, administrative, and public concerns and inform the Division Chair or supervising administrator of the nature, status, and action taken.
11. Establish and maintain a close liaison with appropriate campus departments to keep abreast of the instructional and education needs, and coordinate the open lab program's efforts to meet those needs.
12. Represent the respective instructional department, when necessary, at Board of Trustees' meetings and on district and college committees.
13. Assist the Division Chair or supervising administrator in administering the District's policies and procedures, including compliance with all bargaining unit agreements.
14. Assist the Division Chair or supervising administrator in the preparation and administration of annual budgets for the assigned area; review and approve expenditures according to established District policies and procedures.
15. Assist the Division Chair or supervising administrator in developing, maintaining, and coordinating the use of supplies inventories, equipment, site licenses, and software in computer labs and related classrooms; assist the Division Chair or supervising administrator in diagnosing/identifying and repairing software and equipment malfunctions/problems.
16. Perform other duties as assigned in consultation with the Division Chair or supervising administrator.
17. Post and maintain office hours each week in accordance with Article 17 for full-time faculty and Article 100.7 for associate faculty.
18. Lab faculty specialists have the option of teaching outside their primary area on an overload basis. To be eligible for an assignment outside their area of primary responsibility, they must qualify through the established guidelines.

In addition to the lab-related duties outlined above, regular and contract members who are lab faculty specialists are expected to assume institutional responsibilities which are of value to their department, division, college and/or District as delineated in Article 21.

Board Approved: September 19, 1991

Conflict of Interest Language Added: September 14, 2004

Board Approved Revisions (Title, Introduction, Duties and Responsibilities): April 16, 2009

APPENDIX D

TITLE: INSTRUCTOR – WORK EXPERIENCE

Introduction:

Work Experience Instructors are members who are assigned a majority of their time coordinating and evaluating students employed in full or part-time jobs selected and approved as having educational value for the students employed therein.

The load of work experience instructional faculty shall comply with the provisions of Article 17.3.3.

Duties and Responsibilities:

Instructional duties and assignments consist of the following:

1. Provide instruction for each student on an individual basis. This includes preparation, visits to job sites, evaluation of students' work, consultation with students outside of school (scheduling time beyond normal office hours if necessary), consultation with work supervisors and maintenance of currency in the subjects taught and other efforts related to the teaching of assigned classes.
2. Maintain accurate class and other records conforming with state requirements and stated District and college needs.
3. Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
4. Submit, when due, all necessary reports, such as attendance, grade reports, rosters, class and office schedules.
5. Make job site visits to each student's job to determine the availability of learning experiences, safe working conditions, and cooperation and supervision from the employer for the student.
6. Post and maintain office hours each week in accordance with Article 17 for full-time faculty and Article 100.7 for associate faculty.
7. Provide each student with a current course syllabus as per instructions in the Faculty Handbook at the beginning of the course.
8. Refer students to appropriate college resources for information on counseling and other student services.
9. Assist students by providing advice on requirements for successful achievement in the member's area of expertise.

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In addition to the instructional duties and responsibilities outlined above regular and contract members are expected to perform institutional responsibilities as delineated in Articles 17 and 21.

APPENDIX D

TITLE: INSTRUCTOR/COORDINATOR FOR THE DISABLED

DEFINITION: The duties of the coordinator for the disabled consist of assignments that total thirty-three (33) hours per week and include instructing and coordinating all services and programs for the disabled.

EXAMPLES OF ESSENTIAL DUTIES: Duties and responsibilities are assigned by the dean and may consist of one or more of the following:

- Instruct students and coordinate programs and services for disabled students.
- Participate in the selection, supervision, and evaluation of all staff members of Disabled Students Programs and Services.
- Assist in the development of and the on-going monitoring of the budget for Disabled Services.
- Implement procedures and ensure compliance with federal, state, and local policies as they relate to Disabled Services.
- Collect, maintain and verify all data necessary for federal, state and local compliance. Initiate, develop and complete all reports required by the federal and state government for Disabled Students Programs and Services by established deadlines (e.g. state Master Plan).
- Plan and coordinate outreach activities and materials for Disabled Services.
- Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
- Provide liaison with on and off campus programs and/or agencies on behalf of Disabled Services.
- Serve as member of key college committees (e.g. Matriculation) where input relating to disabled students is required.
- Attend meetings, conferences, and workshops pertaining to Disabled services.
- Provide in-service training for faculty and staff regarding Disabled Services.
- Maintain direct contact with disabled students on an on-going basis.
- Assist in the planning and evaluation of the Disabled Services Program.
- Prepare and administer annual budgets for assigned area; review and approve

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expenditures according to established District policies and procedures.

- Participate in preparation of state and federal grant applications.
- Perform such other duties as may be assigned by the Dean.

APPENDIX D**TITLE: LEARNING ASSISTANCE AND TUTORIAL CENTER COORDINATOR**

DEFINITION: Under general direction of the Division Chair, supervises the instructional services of the Learning Assistance and Tutorial Center. The LATC is an instructional lab within the Communication Division.

EXAMPLES OF DUTIES: All duties that are supervisory in nature are incidental to the professional instructional duties listed within this job description. In cooperation with members of the department and other staff, and under the general supervision of the Division Chair, the LATC Coordinator shall ensure that the following duties and responsibilities are successfully achieved. (Duties of the incumbent in the classification are not limited to those listed. To perform this job successfully, an individual must be able to perform each essential duty of the position satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions required for the position.) Assignments may consist of one or more of the following:

Greater than 50% of assignment

- Direct instruction of students in the laboratory courses and in the tutorial center.

Less than 50% of assignment

- Facilitate the development of annual goals and objectives by the department and identify means for communication, implementation, and achievement of these goals. Provide an ongoing communication link with the department and the Division Chair.
- Maintain accurate class, department, and other records conforming with state requirements and stated district and college needs.
- Submit, when due, all necessary reports, such as attendance, grade reports, budget reports, rosters, class and office schedules.
- Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
- Coordinate efforts of department/program faculty to complete Program Review and internal program evaluation and implement recommendations.
- Assist in the recruitment, hiring, orientation, and evaluation of full-time, associate, and substitute instructors and staff.
- Provide leadership in the preparation and updating of course outlines and catalog information. Assist in the development of curriculum/programs and the implementation of the curriculum approval process at the department level.

- Prepare the class schedules for the department/program and assist the Division Chair in final preparation of the published schedule. If appropriate, plan and implement a WSCH/FTE Plan of Action for the department.
- Assist in the preparation of the semester work schedule for faculty and staff.
- Assist in the preparation and monitoring of all aspects of the department's budget and discuss periodically with the Division Chair.
- As the instructor of record for LATC lab courses, act as a facilitator relative to student, staff, administrative, and public concerns and inform the Division Chair of the nature, status, and action taken. Report unlawful discrimination issues directly to the District's responsible officer.
- Act as the first line of authority relative to student, staff, administrative, and public concerns and inform the Division Chair of the nature, status, and action taken. Report unlawful discrimination issues directly to the District's responsible officer.
- Assist in the planning and preparation of department meetings.
- Assist in implementing district policies appropriate to classified staff.
- Establish and maintain a close liaison with appropriate campus departments to keep abreast of the instructional and educational needs, and coordinate the LATC program's efforts to meet those needs.
- Represent the LATC, when necessary, at Board meetings and on district and college committees.
- Work collaboratively with the Division Chair in administering College's/District's policies and procedures.
- Work collaboratively with the Division Chair in the preparation and administration of annual budgets for assigned area; review and approve expenditures according to established District policies and procedures.
- Participate in preparation of state and federal grant applications.
- Other duties as defined in consultation with the Division Chair and/or the department.

WORKING CONDITIONS: Duties are primarily performed in an instructional lab environment with constant movement within the lab areas assisting students. The incumbent is subject to frequent interruptions and contact in person and on the telephone with executive, management, supervisory, academic and classified staff, the Board of Trustees and the general public.

The working conditions described here are representative of those an individual encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS: Typically must sit for long periods, use hands and fingers to operate an electronic keyboard, calculator or other office machines, see clearly to read normal and fine print, speak clearly and distinctly to provide information in person or on the telephone, hear and understand voices over telephone and in person, reach with hands and arms, and regularly lift, carry and/or move objects weighing up to 10 pounds. Must be able to remember key information and concentrate for long periods of time.

The physical demands described here are representative of those that must be met by an individual to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the individual is regularly required to sit for long periods of time, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms.

APPENDIX D

INSTRUCTIONAL DESIGNER

Introduction:

Under general direction of the Provost/Vice President of Instruction or Dean, the Instructional Designer designs and implements systems to improve, enhance, and maintain the design and delivery of courses taught in the online, hybrid, and face-to-face formats using the Learning Management System and other educational technology.

Duties and Responsibilities:

Duties and responsibilities may consist of one or more of the following:

1. Develop annual instructional design goals and identify means for communication, implementation, and achievement of these goals.
2. Design systems that use pedagogy and technology to promote best practices in online teaching.
3. Design and deliver training for faculty that supports best practices in online pedagogy.
4. Design and deliver training for faculty that supports effective implementation of educational technology.
5. Participate in the Program Review and participate in the process of SLO assessment and evaluation and use the results of these assessments in the process of continuously improving student learning.
6. Provide leadership in the preparation and updating of course outlines and catalog information.
7. Consult with the Curriculum Committee on distance education.
8. Provide leadership in the evaluation of distance education curriculum as reviewed on the Curriculum Committee.
9. Consult with faculty on the design and delivery of course material using the Learning Management System and other educational technology.
10. Guide faculty in designing courses that comply with federal, state, and local policies regarding distance education.
11. Guide the college in maintaining currency with federal, state, and local policies and initiatives regarding distance education.
12. Provide leadership in the planning and evaluation of the instructional piece of the West Valley College Online Program.

13. Provide leadership in development of the budget for the instructional piece of the West Valley College Online Program.
14. Participate in the college's planning of goals concerning the growth, development, and standards of online programs (e.g. college Master Plan).
15. Serve as member of key college committees where input relating to effective instruction in distance education is required.
16. Establish and maintain liaison with appropriate campus departments to keep abreast of the instructional and educational needs in distance education, and collaborate with departments in developing plans to meet those needs.
17. Work collaboratively with the faculty and staff whose primary responsibility is ADA compliance.
18. Participate in the selection of instructional educational technologies purchased by the college and/or district.
19. Participate in meetings, conferences, and workshops pertaining to distance education.
20. Provide leadership in the development of the Instructional Designer's role in state and federal grant applications.
21. Represent the instructional piece of the West Valley College Online Program, when necessary, at Board meetings and on district and college committees.
22. Perform other instructional design faculty duties identified in consultation with the Provost/Vice President of Instruction or Dean.

In addition to the instructional duties and responsibilities outlined above, members are to perform 78.75 hours of institutional responsibilities each semester as delineated in Articles 17 and 21 (full-time faculty only).

APPENDIX E

Definitions

Regular Member: a tenured faculty member.

Contract Member: a non-tenured faculty member.

Associate Member: a non-tenured, 67% or less, non-tenure-track faculty member.

Categorical Member: a non-tenured faculty member whose position is funded from categorical monies.

APPENDIX F

APPLICATION FOR BANKED LEAVE FORM

WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT
APPLICATION FOR BANKED LEAVE

Application review / approval process must be completed by the 3rd Friday in the semester prior to semester of leave.

Current Balance: _____ D WVC D Pre-Retirement (include plan) _____
Employee Initial: _____ D MC D Load Adjustment _____

If you are requesting multiple semesters / academic years, please submit one form for each request.
D Partial Semester Previous Semester Leave Taken? D Yes D No If yes, when? _____
Banked load requested: D Regular D Pre-retirement _____% for _____ Semester during _____ Academic year.
D Full Semester Previous Semester Leave Taken? D Yes D No If yes, when? _____
Banked load requested: D Regular D Pre-retirement _____% for _____ Semester during _____ Academic year.

A. APPLICANT TO COMPLETE

_____ Name _____ Department _____ Division

Comments:
.
.

Applicant's Signature: _____ Date: _____

B. RECOMMENDATIONS (To ensure application is processed in a timely manner, the applicant is encouraged to obtain appropriate signatures.)

1. Department Chair / Appropriate Supervisory Administrator

D Approved D Not Approved (Notify the member in writing.)

Program _____ Impact _____
Proposed Alternative _____ Coverage _____
Current Status of Associate Pool _____

Signature: _____ Date: _____

2. Division Dean

D Approved D Not Approved (Notify the member in writing.)

Signature – Division Dean: _____ Date: _____

3. Appropriate V.P. (Completed by the deadline in the semester prior to semester of leave.)

D Approved D Not Approved (Notify the member in writing.)

Signature – Vice President: _____ Date: _____

APPENDIX F

REQUEST FOR REJUVENATION AND/OR RETRAINING LEAVE FORM

West Valley-Mission Community College District

HUMAN RESOURCES REQUEST FOR REJUVENATION AND/OR RETRAINING LEAVE

14000 Fruitvale Avenue / Saratoga, CA 95070

INSTRUCTIONS: Please complete and submit all copies to the college president. A copy will be returned to the employee upon completion of the process. Deadlines must be met for initial consideration. Applications received after the deadline will be considered based upon availability of leave.

NAME	DISCIPLINE
COLLEGE	TELEPHONE NO.

LEAVE CRITERIA

Rejuvenation Leave

- Criteria:
1. Benefit to the individual.
 2. Length of service to the District.
 3. List all leaves granted within the past 3 years: _____

Retraining Leave

- Criteria:
1. Retraining in area is a need of the college.
 2. Working in industry to develop or update skills and/or gain experience.
 3. Criteria 1 and 2 above.

I request leave of absence from _____ to _____.

Please describe how this leave will be beneficial to you and/or the District.

Employee Signature Date

Date received _____ RECOMMENDED NOT RECOMMENDED

Signature of President Date

Received by Associate Vice Chancellor Date

White - Human Resources
Yellow - College President
Pink - Employee

APPENDIX F

FACULTY ABSENCE FORM



FACULTY ABSENCE FORM

DEPARTMENT: NAME:
 BANNER G#: CAMPUS: Mission West Valley
 FT Regular Load FT Overload PT

FLEX ACCRUAL Flex Date: # of Hours Accrued: Attach proof of specific FLEX activity
 Flex activity title:

Month Absent: Year:
 Please indicate actual hours missed in the date boxes below. Sick leave deduction is based on employee's scheduled hours (not including office hours), actual hours missed and the load base of the faculty member's class(es) or assignment (see Article 30 of the ACE contract).

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Tot
Lecture																	0.00
Lab																	0
Non-Instructional																	0
Date	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Tot	
Lecture																0	
Lab																0	
Non-Instructional																0	

Specific Reason for Absence/Check One:

<input type="checkbox"/> Illness/Injury	<input type="checkbox"/> Work Related Illness/ Injury (Have Worker's Comp forms been completed?)	<input type="checkbox"/> Personal Necessity: Indicate a Specific Reason	<input type="checkbox"/> Jury Duty (Attach Jury Duty forms)
<input type="checkbox"/> Bereavement: Indicate Relationship City/State of Deceased	<input type="checkbox"/> Conference (attach approved conference forms)	<input type="checkbox"/> Military	

After three consecutive days of absence, the President or designee may require a statement from the member's physician that the member is able to fully perform job duties upon return from illness or injury leave.

If you are exchanging hours with another faculty member indicate their name (s) and the date(s) of the exchange:

If another faculty member is substituting for you, indicate their name:

Approved Not Approved LOA forms needed

Employee Signature _____ Date _____

Dean Signature _____ Date _____ Provost and VP of Acad. Affairs Signature _____ Date _____

HR Use Only

# of lecture hours	0	* multiplier		= hours deducted	0.0000	Total Deducted
# of lab hours	0	* multiplier		= hours deducted	0.0000	
# of non-instruc hrs	0	* multiplier	0.915	= hours deducted	0.0000	
						<input type="text"/> 0.0000

APPENDIX F

SALARY DEFERRAL ELECTION FORM

Designation to Receive Earnings in 12 Equal Payments
Continuing Faculty

Faculty members now have the option to receive their annual earnings in 12 equal payments. Your pay warrants will be distributed between August and July.

If you are interested in receiving 12 equal payments, your decision is irrevocable during the entire academic year (August through July). You may change your pay warrants back to ten months at the beginning of the next fiscal year, providing you notify Payroll in writing no later than August 1 of that fiscal year. To indicate that you wish to receive your annual salary in 12 monthly payments, sign this form and return it to Payroll no later than the first Monday in August. Please read the following before you sign. Please see the example below for details.

11-month employees: an amount equal to 8.33% will be deducted each month from the regular earnings net amount to reserve for payment in the 12th month.

10-month employees: an amount equal to 16.67% will be deducted each month from your Regular earnings net amount to reserve for payment in the 11th and 12th months.

Faculty electing this option may not change the selection until the following fiscal year.

Faculty electing this option do not have access to the reserved funds for any reason. No exceptions.

I understand the terms of receiving my earnings in 12 equal payments and wish to participate in the program for the _____ Academic year.

Print Name: _____

Signature: _____ Date: _____

Deferred Pay Example	
10 month contract - August through May	Aug-May Deferral
Gross Pay	\$5,000.00
Standard Deductions	-2,000.00
Elected Deductions	-500.00
Net Pay	\$2,500.00
Less 16.67% for Deferral	-416.75
August-May Net Pay after Deferral	\$2,083.25
End of May = 416.75x10 or 9 months Deferral Fund	\$4,167.50
June and July = Deferral Fund divided by 2 months	
June	\$2,083.75
July	\$2,083.75

APPENDIX F

AFFIDAVIT OF DOMESTIC PARTNERSHIP FORM

	<p>Human Resources & Employee Relations 14000 Fruitvale Avenue Saratoga, California 95070</p>
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AFFIDAVIT OF DOMESTIC PARTNERSHIP
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

I, _____ certify that
Employee Name (Print)

1. I, _____, and _____ reside together and intend
Name of Employee (Print) Domestic Partner (Print)

to do so indefinitely at:

_____ Address City State Zip

and share the common necessities of life.

2. We affirm that the effective date of this domestic partnership is _____ (Date).
3. We are not married to anyone.
4. We are at least eighteen (18) years of age or older.
5. We are not related by blood or closer than would bar marriage in the State of California and are mentally competent to consent to contract.
6. We are each other’s sole domestic partner, have resided together for at least six (6) months, intend to remain so indefinitely and are in a committed relationship of mutual caring, similar to marriage.
7. We are financially interdependent. We understand that “financial interdependence” means that we have entered into a contractual commitment for the financial responsibility or have joint ownership of significant assets (such as home, car, bank accounts) and joint liability for debts (such as mortgages, rent and major credit cards). Financial interdependence is demonstrated by meeting at least two of the following conditions:
 - a. hold a joint mortgage, rental agreement, or lease
 - b. designate a partner as the beneficiary of life insurance or retirement benefits
 - c. designate a partner as primary beneficiary in a will
 - d. assign a health-care power of attorney to the partner
 - e. jointly own a bank account or credit account
 - f. jointly own a vehicle or other material asset exceeding value of \$5,000

We understand that we will not be eligible for benefits until and unless we provide the district with supporting documentation of financial interdependence.

- 8. We understand that domestic partners are subject to the terms and conditions governing all other employees who are covered by or applying for health or dental plan coverage. Domestic partnerships are all subject to a 30-day limit on the enrollment period beginning on the date identified on this affidavit.
- 9. We agree to notify the District if there is any change of circumstances attested to in this Affidavit within thirty (30) days of change by filing a Statement of Termination of Domestic Partnership the Human Resources Department. Such termination statement shall be on a form provided by the District and shall affirm under penalty of perjury that the partnership is terminated and that a copy of the termination statement has been mailed to the other partner.
- 10. After such termination, I, _____ understand that another Affidavit of
(Employee)

Domestic Partnership cannot be filed until six (6) months after a statement of termination of the previous partnership has been filed with the Human Resources Department.
- 11. We understand that any person / employer / company who suffers any loss because of false statement contained in an Affidavit of Domestic Partnership may bring a civil action against us to recover their losses including reasonable attorney’s fees, and that disciplinary action, including termination, may result.
- 12. We provide the information in this Affidavit to be used by the District for the sole purpose of determining our eligibility for domestic partnership benefits. We understand that this information will be held confidential and will be subject to disclosure only upon our express written authorization or pursuant to a court order.
- 13. We understand that there may be tax consequences resulting form the domestic partnership benefits and we agree that we are solely responsible for these tax consequences.
- 14. We affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

Signature of Employee	Date	Date of Birth	SSN
Signature of Employee	Date	Date of Birth	SSN

APPENDIX F

AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP FORM

	<p>Human Resources & Employee Relations 14000 Fruitvale Avenue Saratoga, California 95070</p>
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AFFIDAVIT OF TERMINATION OF DOMESTIC PARTNERSHIP
WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

- I, _____ certify, under penalty of perjury, that _____
Name of Employee (Print) Domestic Partner (Print)
 and I no longer reside together and share common necessities of life, and that the effective date of the termination of this domestic partnership is _____ .
(Date)
- I understand that a copy of this termination statement will be mailed to the former Domestic Partner unless s/he has signed this affidavit.
- I understand that another Affidavit of Domestic Partnership cannot be filed until six (6) months after this statement of termination of this Domestic Partnership.
- I am providing the information in this Affidavit to be used by the District for the sole purpose of determining our eligibility for domestic partnership benefits. I understand that this information will be held confidential and will be subject to disclosure only upon by express written authorization or pursuant to a court order.
- I affirm, under penalty of perjury, that the assertions in this Affidavit are true to the best of our knowledge.

 Signature of Employee Date Social Security Number

 Signature of Domestic Partner Date Social Security Number

APPENDIX F

SABBATICAL APPLICATION FORM

WEST VALLEY-MISSION

COMMUNITY COLLEGE DISTRICT

INSTRUCTIONS and APPLICATION FORM

for

SABBATICAL LEAVE PROPOSALS

Please read all instructions in this packet carefully and follow them explicitly.

Before writing your proposal, review the Guidelines for Sabbatical Leaves and Article 38 of the ACE, AFT 6554/District Contract thoroughly.

FORMAT FOR PROPOSAL

- Use the Cover Sheet and Bond Provision Statement provided each year by the committee. These will be pages 1 and 2 of your proposal.
- You may use the form provided in this packet, or you may type your application separately. If you do not use this form, be sure to follow the instructions within it carefully.
- Organize your proposal into five (5) sections as indicated on the application form. Because each section will receive a separate point score, be sure that you have included every section.
- Write your responses for each section on a separate page when indicated on the application.
- Limit your Statement of Purpose to 250 words or less.
- Limit your responses in Section II to 250 words or less for each section (A, B, C, and D).

GENERAL INSTRUCTIONS

- In writing the proposal, be as explicit as possible, while keeping within the given word limits.
- Committee members will probably know very little about your area and how your proposal will benefit you, your students, colleagues, and the District. Include background information to support your proposal, such as plans for your discipline to develop a new program, or the need for upgrading because of new information or equipment.
- You may include additional information for clarification in an appendix. Everything you want the committee to know must be in the proposal.
- Once the proposal is submitted, the committee will neither solicit nor consider additional information.
- The total point value is **100**. The point values used in evaluating each section of the proposal are included for your information on the application form.

INSTRUCTIONS FOR PURPOSE, RATIONALE, IMPLEMENTATION

Approximately 70% of the total available points will be based on the stated purpose, rationale/ need and implementation. These should clearly indicate how the leave will be of value to students, the member, and the college.

- Organize your proposal into five (5) sections as indicated below.
- Follow the instructions given for each section explicitly.

I. Statement of Purpose

5 points

(250 words or less)

What is the purpose of the sabbatical leave being requested (i.e., what need will it address), and what activities will you undertake to achieve this purpose?

II. Rationale

40 points

Answer each of the following questions separately (250 words or less per item).

A. Professional Development

(0-10 points)

How will the proposed leave contribute to your personal growth and professional competency? How will it improve your teaching, counseling, administrative and/or librarian skills?

B. Value to the Department and/or Discipline

(0-10 points)

How will your project enhance your program, discipline or department?

C. Value to the College and/or District

(0-10 points)

How will your leave contribute to the achievement of the goals of your college and/or the West Valley-Mission Community College District?

D. Value to Students

(0-10 points)

What specific benefits will students gain as a result of this project? What is the approximate number of students and/or staff that will be directly affected by this project?

III. Implementation**25 points**

Answer each of the following questions (A, B, and C) separately.
Be specific and concise.

A. Implementation Procedure**(0-15 points)**

How do you intend to implement your plan?

- In order, list the steps you will follow in completing your proposal objectives.
- Provide reasonable deadlines for the completion of each step, and give an approximation of the number of hours each task will take.
- For any courses listed, provide a brief statement of subject matter to be learned.
- In an appendix, supply correspondence to support the preliminary planning you have done on your proposal, itinerary, copies of the application forms to a college where you will be studying, courses of study, etc.

B. Project Results**(0-5 points)**

Describe specifically the results and end product of your leave.

- What tangible results will there be from your leave?
- What products and/or documentation will you include in your compliance report to demonstrate that the project has been completed successfully?

C. Dissemination Plan: Benefit to Colleagues**(0-5 points)**

What specific measures will you take ensure that the staff of your discipline, department, and/or program will benefit from your project?

- How will you share the results of your leave with your colleagues?
- How will you share the results of your leave with the District?

INSTRUCTIONS FOR CONTRIBUTIONS

Approximately 25% of the total available points will be based upon the applicant's past contributions to the students, the colleges, and the District **above and beyond** those expected of a professional (i.e., professional activities required as part of a full-time member's obligation to the District) **or compensated by stipend or release time.**

Contributions include, but are not limited to, scholarship, leadership, and contributions to the arts.

- In each category below, list your contributions by year, beginning with the most recent year and going back to when you joined the District, OR to your last sabbatical leave, whichever is first.
- List each contribution separately, and in only **one** category.
- If you received compensation for this activity, acknowledge this and specify the type of compensation (**release time, stipend, etc.**).
- If you have received a sabbatical in the past, do **not** include any contributions listed in the proposal for that leave.

IV. Past Contributions to the District

25 points

A. SCHOLARSHIP

(0-5 points)

Scholarly contributions include academic accomplishments, conference presentations, contributions in workshops, individual projects and studies, visual and performed arts, etc.

STUDY: List **courses taken** or **conferences attended** below:

Semester/Year	Courses Taken or Conferences Attended	Compensation received (flex credit, stipend etc.)

Note: To add rows, place cursor in the last box and press TAB key.

List **contributions to your scholarly field** (academic publications, conference presentations, individual research projects, visual and performed arts, etc.) below:

Semester/Year	Contribution type and venue	Compensation received (flex credit, stipend etc.)

Note: To add rows, place cursor in the last box and press TAB key.

B. SERVICE

Participation on committees within discipline, college, or District; administrative positions held.

1. Department (0-7 points)

Semester/Year	Service to Department (Committee work, administration, etc.)	Compensation (stipend, release time, etc.)

Note: To add rows, place cursor in the last box and press TAB key.

2. College (0-7 points)

Semester/Year	Service to the College (Committee work, administration, etc.)	Compensation (stipend, release time, etc.)

Note: To add rows, place cursor in the last box and press TAB key.

3. District

(0-4 points)

Semester/Year	Service to the District (Committee work, administration, etc.)	Compensation (stipend, release time, etc.)

Note: To add rows, place cursor in the last box and press TAB key.

4. Community

(0-2 points)

Semester/Year	Service to the community	Compensation

Note: To add rows, place cursor in the last box and press TAB key.

If additional space is needed for listing contributions, you may attach additional sheets of paper. Make sure, however, that you **list each contribution only once** and that you **use the five categories listed above**.

V. Length of Service:

5 points

A total of 5% of the total available points will be based on the following:

- a. Length of service
- b. Distribution of sabbatical leaves among the department/division.
- c. The needs of the individual applicant.
- d. The number of prior sabbatical leaves granted to the applicant.

Please answer the following questions for data gathering:

Have you had a sabbatical leave granted in the past?

No

Yes

If yes, please provide the date(s) of the leave(s):

Write a brief (50 words or less) description of your prior sabbatical leave(s).

APPENDIX AA

Please Refer to Appendix A.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2021-2022 ASSOCIATE FACULTY SALARY SCHEDULE (SCHEDULE A)
 (INSTRUCTIONAL – LOAD BASED)**

Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on this schedule or may choose to bank the overload.

Step	Column A AA + required Experience (6 yrs.)	Column B MA; BA + 30; AA + 90	Column C MA + 15; BA + 45	Column D MA + 30; BA + 60	Column E MA + 45; BA + 75	Column F PhD
1	\$29,554	\$30,661	\$31,811	\$33,004	\$34,242	\$34,927
2	\$30,588	\$31,736	\$32,924	\$34,159	\$35,441	\$36,149
3	\$31,658	\$32,845	\$34,078	\$35,356	\$36,681	\$37,415
4	\$32,767	\$33,995	\$35,269	\$36,592	\$37,965	\$38,724
5	\$33,913	\$35,185	\$36,505	\$37,873	\$39,294	\$40,081
6	\$35,100	\$36,416	\$37,782	\$39,200	\$40,669	\$41,482
7	\$36,329	\$37,691	\$39,104	\$40,571	\$42,093	\$42,934
8	\$37,601	\$39,011	\$40,474	\$41,991	\$43,566	\$44,437
9	\$38,917	\$40,377	\$41,889	\$43,460	\$45,091	\$45,993
10	\$40,279	\$41,788	\$43,356	\$44,981	\$46,668	\$47,601
11	\$41,688	\$43,251	\$44,874	\$46,555	\$48,303	\$49,269
12	\$43,147	\$44,766	\$46,443	\$48,185	\$49,992	\$50,992
15*	\$44,658	\$46,331	\$48,070	\$49,871	\$51,742	\$52,777
18*	\$46,221	\$47,954	\$49,751	\$51,619	\$53,554	\$54,624
21*	\$47,839	\$49,632	\$51,492	\$53,425	\$55,427	\$56,535

1. Salary based on 1.0 load (one semester).
2. Includes office hours of thirty (30) minutes per section and participation in associate faculty orientation.
3. Step 1 reflects 79% of the FT Academic Salary Schedule columns.
4. Each step (2-21) is 3.5% greater than the previous step.
5. Maximum entry: Step 6.

HR/rsj/07.14.21

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN A

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$140.13	\$111.93	\$93.18	\$83.82	\$79.81	\$69.80	\$55.97
2	\$145.03	\$115.85	\$96.44	\$86.75	\$82.60	\$72.24	\$57.92
3	\$150.10	\$119.90	\$99.81	\$89.79	\$85.49	\$74.77	\$59.95
4	\$155.36	\$124.10	\$103.31	\$92.93	\$88.49	\$77.38	\$62.05
5	\$160.79	\$128.44	\$106.92	\$96.18	\$91.58	\$80.09	\$64.22
6	\$166.42	\$132.93	\$110.67	\$99.55	\$94.79	\$82.89	\$66.47
7	\$172.25	\$137.59	\$114.54	\$103.03	\$98.11	\$85.80	\$68.79
8	\$178.28	\$142.41	\$118.55	\$106.64	\$101.54	\$88.80	\$71.20
9	\$184.52	\$147.39	\$122.70	\$110.37	\$105.10	\$91.91	\$73.70
10	\$190.98	\$152.55	\$126.99	\$114.24	\$108.77	\$95.13	\$76.27
11	\$197.66	\$157.89	\$131.44	\$118.23	\$112.58	\$98.45	\$78.94
12	\$204.58	\$163.41	\$136.04	\$122.37	\$116.52	\$101.90	\$81.71
15*	\$211.74	\$169.13	\$140.80	\$126.66	\$120.60	\$105.47	\$84.57
18*	\$219.15	\$175.05	\$145.73	\$131.09	\$124.82	\$109.16	\$87.53
21*	\$226.82	\$181.18	\$150.83	\$135.68	\$129.19	\$112.98	\$90.59

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN B

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$145.37	\$116.12	\$96.67	\$86.96	\$82.80	\$72.41	\$58.06
2	\$150.47	\$120.19	\$100.06	\$90.01	\$85.70	\$74.95	\$60.10
3	\$155.73	\$124.39	\$103.56	\$93.15	\$88.70	\$77.57	\$62.20
4	\$161.18	\$128.75	\$107.18	\$96.42	\$91.80	\$80.28	\$64.37
5	\$166.82	\$133.26	\$110.93	\$99.79	\$95.02	\$83.10	\$66.63
6	\$172.66	\$137.92	\$114.82	\$103.28	\$98.34	\$86.00	\$68.96
7	\$178.71	\$142.75	\$118.84	\$106.90	\$101.79	\$89.01	\$71.37
8	\$184.97	\$147.75	\$123.00	\$110.64	\$105.35	\$92.13	\$73.87
9	\$191.44	\$152.92	\$127.30	\$114.52	\$109.04	\$95.36	\$76.46
10	\$198.13	\$158.26	\$131.75	\$118.52	\$112.85	\$98.69	\$79.13
11	\$205.07	\$163.80	\$136.37	\$122.67	\$116.80	\$102.14	\$81.90
12	\$212.25	\$169.54	\$141.14	\$126.96	\$120.89	\$105.72	\$84.77
15*	\$219.67	\$175.47	\$146.08	\$131.40	\$125.12	\$109.42	\$87.73
18*	\$227.37	\$181.62	\$151.19	\$136.00	\$129.50	\$113.25	\$90.81
21*	\$235.32	\$187.97	\$156.48	\$140.76	\$134.03	\$117.21	\$93.99

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN C

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$150.83	\$120.48	\$100.30	\$90.22	\$85.91	\$75.13	\$60.24
2	\$156.10	\$124.69	\$103.81	\$93.38	\$88.91	\$77.76	\$62.35
3	\$161.58	\$129.06	\$107.44	\$96.65	\$92.03	\$80.48	\$64.53
4	\$167.22	\$133.57	\$111.20	\$100.03	\$95.24	\$83.29	\$66.79
5	\$173.08	\$138.26	\$115.10	\$103.53	\$98.58	\$86.21	\$69.13
6	\$179.14	\$143.09	\$119.12	\$107.16	\$102.03	\$89.23	\$71.55
7	\$185.41	\$148.10	\$123.29	\$110.91	\$105.60	\$92.35	\$74.05
8	\$191.90	\$153.29	\$127.61	\$114.79	\$109.30	\$95.59	\$76.64
9	\$198.61	\$158.65	\$132.07	\$118.80	\$113.12	\$98.93	\$79.32
10	\$205.57	\$164.20	\$136.70	\$122.96	\$117.08	\$102.39	\$82.10
11	\$212.76	\$169.95	\$141.48	\$127.27	\$121.18	\$105.98	\$84.98
12	\$220.20	\$175.89	\$146.43	\$131.72	\$125.42	\$109.68	\$87.95
15*	\$227.92	\$182.06	\$151.56	\$136.33	\$129.81	\$113.53	\$91.03
18*	\$235.89	\$188.42	\$156.86	\$141.10	\$134.35	\$117.50	\$94.21
21*	\$244.14	\$195.02	\$162.35	\$146.04	\$139.05	\$121.61	\$97.51

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN D

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$156.48	\$125.00	\$104.06	\$93.60	\$89.13	\$77.94	\$62.50
2	\$161.96	\$129.37	\$107.70	\$96.88	\$92.25	\$80.67	\$64.69
3	\$167.64	\$133.90	\$111.47	\$100.28	\$95.48	\$83.50	\$66.95
4	\$173.50	\$138.59	\$115.37	\$103.78	\$98.82	\$86.42	\$69.29
5	\$179.57	\$143.44	\$119.41	\$107.41	\$102.28	\$89.44	\$71.72
6	\$185.86	\$148.46	\$123.59	\$111.18	\$105.86	\$92.58	\$74.23
7	\$192.36	\$153.65	\$127.92	\$115.07	\$109.56	\$95.82	\$76.83
8	\$199.09	\$159.03	\$132.39	\$119.09	\$113.40	\$99.17	\$79.52
9	\$206.06	\$164.60	\$137.02	\$123.26	\$117.36	\$102.64	\$82.30
10	\$213.27	\$170.36	\$141.82	\$127.57	\$121.47	\$106.23	\$85.18
11	\$220.73	\$176.32	\$146.78	\$132.04	\$125.72	\$109.95	\$88.16
12	\$228.46	\$182.49	\$151.92	\$136.66	\$130.12	\$113.80	\$91.25
15*	\$236.46	\$188.88	\$157.24	\$141.44	\$134.68	\$117.78	\$94.44
18*	\$244.74	\$195.50	\$162.75	\$146.40	\$139.40	\$121.91	\$97.75
21*	\$253.31	\$202.34	\$168.44	\$151.52	\$144.27	\$126.17	\$101.17

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN E

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$162.35	\$129.68	\$107.96	\$97.12	\$92.47	\$80.87	\$64.84
2	\$168.04	\$134.23	\$111.74	\$100.52	\$95.71	\$83.70	\$67.11
3	\$173.92	\$138.92	\$115.65	\$104.03	\$99.06	\$86.63	\$69.46
4	\$180.01	\$143.79	\$119.70	\$107.67	\$102.52	\$89.66	\$71.89
5	\$186.31	\$148.82	\$123.89	\$111.44	\$106.11	\$92.80	\$74.41
6	\$192.83	\$154.03	\$128.22	\$115.34	\$109.83	\$96.05	\$77.01
7	\$199.58	\$159.42	\$132.71	\$119.38	\$113.67	\$99.41	\$79.71
8	\$206.56	\$165.00	\$137.36	\$123.56	\$117.65	\$102.89	\$82.50
9	\$213.79	\$170.77	\$142.17	\$127.89	\$121.77	\$106.49	\$85.39
10	\$221.27	\$176.75	\$147.14	\$132.36	\$126.03	\$110.21	\$88.37
11	\$229.02	\$182.94	\$152.29	\$136.99	\$130.44	\$114.08	\$91.47
12	\$237.03	\$189.33	\$157.62	\$141.79	\$135.00	\$118.06	\$94.67
15*	\$245.33	\$195.96	\$163.14	\$146.75	\$139.73	\$122.20	\$97.98
18*	\$253.92	\$202.83	\$168.85	\$151.89	\$144.62	\$126.48	\$101.41
21*	\$262.80	\$209.92	\$174.75	\$157.20	\$149.68	\$130.90	\$104.96

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2021 Semester
 5% on schedule (Salary Enhancement)
 Parity from 78% to 79%

SCHEDULE C - COLUMN F

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2021-2022 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule's Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$165.60	\$132.28	\$110.12	\$99.06	\$94.32	\$82.49	\$66.14
2	\$171.40	\$136.91	\$113.97	\$102.52	\$97.62	\$85.37	\$68.45
3	\$177.40	\$141.70	\$117.97	\$106.11	\$101.04	\$88.36	\$70.85
4	\$183.60	\$146.66	\$122.09	\$109.83	\$104.57	\$91.45	\$73.33
5	\$190.04	\$151.80	\$126.37	\$113.68	\$108.24	\$94.66	\$75.90
6	\$196.68	\$157.10	\$130.79	\$117.65	\$112.02	\$97.97	\$78.55
7	\$203.57	\$162.60	\$135.37	\$121.77	\$115.94	\$101.40	\$81.30
8	\$210.69	\$168.30	\$140.10	\$126.03	\$120.00	\$104.95	\$84.15
9	\$218.07	\$174.19	\$145.01	\$130.44	\$124.20	\$108.62	\$87.09
10	\$225.69	\$180.28	\$150.08	\$135.00	\$128.55	\$112.42	\$90.14
11	\$233.60	\$186.60	\$155.34	\$139.73	\$133.05	\$116.36	\$93.30
12	\$241.77	\$193.12	\$160.77	\$144.62	\$137.70	\$120.43	\$96.56
15*	\$250.23	\$199.88	\$166.40	\$149.68	\$142.52	\$124.64	\$99.94
18*	\$258.99	\$206.88	\$172.22	\$154.92	\$147.51	\$129.00	\$103.44
21*	\$268.05	\$214.12	\$178.25	\$160.34	\$152.67	\$133.52	\$107.06

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

**2022-2023 ASSOCIATE FACULTY SALARY SCHEDULE (SCHEDULE A)
 (INSTRUCTIONAL – LOAD BASED)**

Instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on this schedule or may choose to bank the overload.

Step	Column A AA + required Experience (6 yrs.)	Column B MA; BA + 30; AA + 90	Column C MA + 15; BA + 45	Column D MA + 30; BA + 60	Column E MA + 45; BA + 75	Column F PhD
1	\$31,424	\$32,601	\$33,825	\$35,093	\$36,409	\$37,137
2	\$32,524	\$33,744	\$35,008	\$36,321	\$37,684	\$38,437
3	\$33,662	\$34,924	\$36,235	\$37,593	\$39,002	\$39,783
4	\$34,841	\$36,146	\$37,501	\$38,908	\$40,368	\$41,175
5	\$36,060	\$37,412	\$38,816	\$40,270	\$41,781	\$42,617
6	\$37,321	\$38,721	\$40,173	\$41,681	\$43,243	\$44,108
7	\$38,629	\$40,076	\$41,579	\$43,139	\$44,757	\$45,651
8	\$39,981	\$41,480	\$43,035	\$44,649	\$46,324	\$47,249
9	\$41,380	\$42,932	\$44,540	\$46,211	\$47,945	\$48,904
10	\$42,829	\$44,433	\$46,100	\$47,828	\$49,622	\$50,614
11	\$44,327	\$45,989	\$47,714	\$49,502	\$51,360	\$52,388
12	\$45,878	\$47,599	\$49,383	\$51,235	\$53,156	\$54,219
15*	\$47,484	\$49,263	\$51,112	\$53,028	\$55,017	\$56,118
18*	\$49,146	\$50,989	\$52,900	\$54,886	\$56,943	\$58,081
21*	\$50,867	\$52,773	\$54,751	\$56,806	\$58,935	\$60,113

1. Salary based on 1.0 load (one semester).
2. Includes office hours of thirty (30) minutes per section and participation in associate faculty orientation.
3. Step 1 reflects 80% of the FT Academic Salary Schedule columns.
4. Each step (2-21) is 3.5% greater than the previous step.
5. Maximum entry: Step 6.

HR/rsj/07.14.21

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN A

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$148.99	\$119.01	\$99.08	\$89.12	\$84.86	\$74.21	\$59.51
2	\$154.21	\$123.18	\$102.54	\$92.24	\$87.83	\$76.81	\$61.59
3	\$159.60	\$127.49	\$106.13	\$95.47	\$90.90	\$79.50	\$63.74
4	\$165.19	\$131.95	\$109.85	\$98.81	\$94.09	\$82.28	\$65.98
5	\$170.97	\$136.57	\$113.69	\$102.27	\$97.38	\$85.16	\$68.29
6	\$176.95	\$141.35	\$117.67	\$105.85	\$100.79	\$88.14	\$70.67
7	\$183.15	\$146.30	\$121.79	\$109.56	\$104.32	\$91.23	\$73.15
8	\$189.56	\$151.42	\$126.06	\$113.39	\$107.97	\$94.42	\$75.71
9	\$196.20	\$156.72	\$130.47	\$117.36	\$111.75	\$97.73	\$78.36
10	\$203.07	\$162.21	\$135.03	\$121.47	\$115.66	\$101.15	\$81.10
11	\$210.17	\$167.88	\$139.76	\$125.72	\$119.71	\$104.69	\$83.94
12	\$217.52	\$173.75	\$144.65	\$130.12	\$123.89	\$108.35	\$86.88
15*	\$225.14	\$179.84	\$149.71	\$134.67	\$128.23	\$112.14	\$89.92
18*	\$233.02	\$186.13	\$154.95	\$139.39	\$132.72	\$116.07	\$93.07
21*	\$241.18	\$192.65	\$160.38	\$144.27	\$137.37	\$120.13	\$96.32

¹ For placement on these steps, refer to Appendix BB

- 6. Salary based on 1.0 load (semester).
- 7. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
- 8. Each step is 3.5% greater than the previous step.
- 9. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
- 10. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN B

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$154.57	\$123.47	\$102.79	\$92.46	\$88.04	\$76.99	\$61.73
2	\$159.99	\$127.80	\$106.39	\$95.70	\$91.13	\$79.69	\$63.90
3	\$165.59	\$132.27	\$110.11	\$99.05	\$94.31	\$82.48	\$66.13
4	\$171.38	\$136.90	\$113.96	\$102.52	\$97.61	\$85.36	\$68.45
5	\$177.38	\$141.69	\$117.96	\$106.11	\$101.03	\$88.35	\$70.85
6	\$183.59	\$146.65	\$122.08	\$109.82	\$104.57	\$91.45	\$73.32
7	\$190.01	\$151.78	\$126.35	\$113.66	\$108.23	\$94.65	\$75.89
8	\$196.67	\$157.10	\$130.78	\$117.64	\$112.02	\$97.96	\$78.55
9	\$203.56	\$162.60	\$135.36	\$121.76	\$115.94	\$101.39	\$81.30
10	\$210.67	\$168.28	\$140.09	\$126.02	\$119.99	\$104.94	\$84.14
11	\$218.05	\$174.17	\$145.00	\$130.43	\$124.19	\$108.61	\$87.09
12	\$225.68	\$180.27	\$150.07	\$135.00	\$128.54	\$112.41	\$90.14
15*	\$233.57	\$186.57	\$155.32	\$139.72	\$133.04	\$116.34	\$93.29
18*	\$241.76	\$193.11	\$160.76	\$144.61	\$137.70	\$120.42	\$96.56
21*	\$250.22	\$199.87	\$166.39	\$149.67	\$142.51	\$124.63	\$99.93

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN C

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$160.38	\$128.11	\$106.65	\$95.93	\$91.34	\$79.88	\$64.05
2	\$165.99	\$132.59	\$110.38	\$99.29	\$94.54	\$82.68	\$66.29
3	\$171.80	\$137.23	\$114.24	\$102.77	\$97.85	\$85.57	\$68.62
4	\$177.81	\$142.03	\$118.24	\$106.36	\$101.27	\$88.56	\$71.01
5	\$184.04	\$147.01	\$122.38	\$110.09	\$104.82	\$91.67	\$73.50
6	\$190.47	\$152.15	\$126.66	\$113.94	\$108.49	\$94.88	\$76.07
7	\$197.14	\$157.47	\$131.09	\$117.92	\$112.28	\$98.20	\$78.74
8	\$204.04	\$162.99	\$135.68	\$122.05	\$116.22	\$101.63	\$81.49
9	\$211.18	\$168.69	\$140.43	\$126.32	\$120.28	\$105.19	\$84.34
10	\$218.58	\$174.59	\$145.35	\$130.75	\$124.49	\$108.87	\$87.30
11	\$226.23	\$180.71	\$150.44	\$135.32	\$128.85	\$112.68	\$90.35
12	\$234.14	\$187.03	\$155.70	\$140.06	\$133.36	\$116.63	\$93.51
15*	\$242.34	\$193.58	\$161.15	\$144.96	\$138.03	\$120.71	\$96.79
18*	\$250.82	\$200.35	\$166.79	\$150.03	\$142.86	\$124.93	\$100.17
21*	\$259.59	\$207.36	\$172.62	\$155.28	\$147.86	\$129.30	\$103.68

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN D

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$166.39	\$132.91	\$110.64	\$99.53	\$94.77	\$82.88	\$66.45
2	\$172.21	\$137.56	\$114.52	\$103.01	\$98.09	\$85.78	\$68.78
3	\$178.24	\$142.38	\$118.53	\$106.62	\$101.52	\$88.78	\$71.19
4	\$184.48	\$147.36	\$122.67	\$110.35	\$105.07	\$91.89	\$73.68
5	\$190.93	\$152.51	\$126.97	\$114.21	\$108.75	\$95.10	\$76.26
6	\$197.62	\$157.86	\$131.42	\$118.21	\$112.56	\$98.44	\$78.93
7	\$204.54	\$163.38	\$136.01	\$122.35	\$116.50	\$101.88	\$81.69
8	\$211.70	\$169.10	\$140.77	\$126.63	\$120.58	\$105.45	\$84.55
9	\$219.10	\$175.02	\$145.70	\$131.06	\$124.79	\$109.13	\$87.51
10	\$226.77	\$181.14	\$150.80	\$135.65	\$129.16	\$112.95	\$90.57
11	\$234.71	\$187.48	\$156.07	\$140.40	\$133.68	\$116.91	\$93.74
12	\$242.92	\$194.04	\$161.54	\$145.31	\$138.36	\$121.00	\$97.02
15*	\$251.42	\$200.83	\$167.19	\$150.40	\$143.20	\$125.23	\$100.42
18*	\$260.23	\$207.87	\$173.05	\$155.67	\$148.22	\$129.62	\$103.94
21*	\$269.34	\$215.14	\$179.10	\$161.11	\$153.41	\$134.16	\$107.57

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN E

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$172.63	\$137.89	\$114.79	\$103.26	\$98.32	\$85.99	\$68.95
2	\$178.67	\$142.72	\$118.81	\$106.88	\$101.77	\$89.00	\$71.36
3	\$184.92	\$147.71	\$122.97	\$110.62	\$105.33	\$92.11	\$73.86
4	\$191.40	\$152.89	\$127.28	\$114.49	\$109.01	\$95.34	\$76.44
5	\$198.10	\$158.24	\$131.73	\$118.50	\$112.83	\$98.67	\$79.12
6	\$205.03	\$163.77	\$136.34	\$122.64	\$116.78	\$102.13	\$81.89
7	\$212.21	\$169.51	\$141.11	\$126.94	\$120.87	\$105.70	\$84.75
8	\$219.64	\$175.44	\$146.05	\$131.38	\$125.10	\$109.40	\$87.72
9	\$227.32	\$181.58	\$151.16	\$135.98	\$129.48	\$113.23	\$90.79
10	\$235.28	\$187.93	\$156.45	\$140.74	\$134.00	\$117.19	\$93.97
11	\$243.52	\$194.52	\$161.93	\$145.66	\$138.70	\$121.30	\$97.26
12	\$252.03	\$201.32	\$167.59	\$150.76	\$143.55	\$125.54	\$100.66
15*	\$260.86	\$208.37	\$173.46	\$156.04	\$148.57	\$129.93	\$104.18
18*	\$269.99	\$215.66	\$179.53	\$161.50	\$153.78	\$134.48	\$107.83
21*	\$279.43	\$223.20	\$185.82	\$167.15	\$159.15	\$139.18	\$111.60

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

Adopted: August 3, 2021
 Effective: Fall 2022 Semester
 5% on schedule (Salary Enhancement)
 Parity from 79% to 80%

SCHEDULE C - COLUMN F

Human Resources Department
 WEST VALLEY - MISSION COMMUNITY COLLEGE DISTRICT
 14000 Fruitvale Avenue, Saratoga, CA 95070

2022-2023 ASSOCIATE FACULTY HOURLY SALARY SCHEDULE

Non-instructional faculty who perform duties over and beyond their normal workday or work year within their normal professional responsibilities or encompassed in their job descriptions may be paid on an hourly basis on this schedule or may choose to bank the overload. Members who perform duties outside their normal professional responsibilities or not encompassed in their job descriptions may be paid on this Schedule’s Column F. The member may not bank this overload. Members substituting for an absent member for compensation shall be paid on this schedule.

HOURLY RATES

STEP	Lecture 13.1	Lecture 16.4	Lab 19.7	Lab 21.9	Lab 23	Lab 26.3	Non-Instructional ¹ 32.8*
1	\$176.08	\$140.65	\$117.09	\$105.33	\$100.29	\$87.71	\$70.32
2	\$182.24	\$145.57	\$121.19	\$109.01	\$103.80	\$90.78	\$72.79
3	\$188.63	\$150.67	\$125.43	\$112.83	\$107.43	\$93.95	\$75.34
4	\$195.23	\$155.94	\$129.82	\$116.78	\$111.19	\$97.24	\$77.97
5	\$202.06	\$161.40	\$134.37	\$120.87	\$115.09	\$100.65	\$80.70
6	\$209.13	\$167.05	\$139.07	\$125.10	\$119.11	\$104.17	\$83.53
7	\$216.45	\$172.89	\$143.93	\$129.47	\$123.28	\$107.81	\$86.45
8	\$224.02	\$178.95	\$148.97	\$134.01	\$127.60	\$111.59	\$89.47
9	\$231.87	\$185.21	\$154.19	\$138.70	\$132.07	\$115.49	\$92.61
10	\$239.98	\$191.69	\$159.58	\$143.55	\$136.68	\$119.53	\$95.85
11	\$248.39	\$198.41	\$165.17	\$148.58	\$141.47	\$123.72	\$99.20
12	\$257.07	\$205.34	\$170.95	\$153.77	\$146.42	\$128.05	\$102.67
15*	\$266.08	\$212.54	\$176.93	\$159.16	\$151.55	\$132.53	\$106.27
18*	\$275.38	\$219.97	\$183.12	\$164.73	\$156.85	\$137.17	\$109.99
21*	\$285.02	\$227.67	\$189.53	\$170.49	\$162.34	\$141.97	\$113.83

¹For placement on these steps, refer to Appendix BB

1. Salary based on 1.0 load (semester).
2. Step 1 reflects Step 1 of Schedule A of the Associate Faculty Salary Schedule; Columns A-F equals Step 1 of Schedule A, divided by the lecture/lab load as noted above, divided by 16.1 weeks.
3. Each step is 3.5% greater than the previous step.
4. Column F represents non-instructional faculty (Counselors, Librarians, and Lab Faculty)
5. Maximum entry: Step 6.

APPENDIX BB

Adopted: March 15, 2007
Effective: February 1, 2007

Human Resources Department
WEST VALLEY – MISSION COMMUNITY COLLEGE DISTRICT
14000 Fruitvale Avenue, Saratoga, CA 95070

EVENING AND WEEKEND SUPERVISOR SALARY SCHEDULE

Hourly \$42.00

Salary Placement:

**HOURLY PERSONNEL EMPLOYED AS EVENING AND WEEKEND SUPERVISORS
ARE PAID ON AN HOURLY BASIS.**

APPENDIX BB**WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT****ASSOCIATE SALARY GUIDELINES**

Associate members and overload full-time members shall be paid in accordance with the Associate Faculty Salary Schedules. The Associate Faculty Salary Schedule is currently based on current parity of one semester from the Full Time salary scheduled, up to step 21, as negotiated between the District and WVMFT AFT 6554.

I. Initial Salary Column and Step Placement

Initial column placement on the Associate Salary Schedule shall be as follows for Associate members:

Column A - AA degree + required experience of 6 years

Column B - MA degree or BA degree + 30 units earned subsequent to the BA degree; or AA degree + 90 units earned subsequent to AA degree

Column C - MA degree + 15 units earned subsequent to the MA degree; or BA degree + 45 units earned subsequent to BA degree

Column D - MA degree + 30 units earned subsequent to the MA degree; or BA degree + 60 units earned subsequent to BA degree

Column E - MA degree + 45 units earned subsequent to the MA degree; or BA degree + 75 units earned subsequent to BA degree

Column F - Earned Doctorate

A. Initial column placement will be determined by the individual's educational attainment. Education evaluation will be completed by Human Resources, and will be based on the following:

1. Earned degrees for initial salary placement must be from accredited institutions of higher education. "Accredited institution of higher education" is defined as an institution of higher education in the United States, its territories, and the District of Columbia, accredited by a United States regional accrediting association.
2. For disciplines requiring a Masters degree, academic course work must be upper division or graduate level.
3. For disciplines not requiring a Masters degree, academic course work must be college level.

Units are defined in terms of semester units and must be received from an accredited institution. Quarter units will be converted to semester units on the basis that 3 quarter units equal 2 semester units.

Process:

- a) To be considered for column placement, all documents and materials must be submitted to the Human Resources Department prior to the end of the 14th week of the semester. Degrees and course work accomplished at foreign institutions shall be evaluated by a recognized foreign transcript evaluator and include semester units, prior to column placement.
- b) At the initial onboarding meeting with Human Resources information will be provided to the member which will include all deadline dates and a list of information required to complete the initial salary placement.
- c) Any request to extend the deadline to provide final placement documents to Human Resources must be requested in writing and submitted to the Human Resources prior to the 13th week of the semester.
- d) If the required information has not been received by the end of the 14th week of the semester, a notice will be sent to the member stating their final step and column placement.
- e) Provisions of this section are grievable for process. The initial salary assignment is not grievable.

B. Initial step placement on the Associate Salary Schedule shall be as follows:

Initial step placement shall be based on the prior teaching and/or work experience of the individual. The maximum entry shall be Step 6 (*Currently listed on salary schedule*). Placement shall be based on the following:

Teaching Experience:

Experience credit above Step 1 shall be determined as follows:

1. Credit for academic experience at the high school level or above will be granted at the rate of one step for the equivalent of one year of full time experience. Credit for associate experience will be calculated on the basis of the District's load system (one year equals 2.0).
2. Credit for academic experience at K-8 will be granted at the rate of one step for the equivalent of two (2) years of full time experience.

be granted at the rate of one step for each two years (24 months) of full-time (40-hours/week) experience.

Non Teaching Experience:

Experience credit above Step 1 shall be determined as follows:

1. Credit for work experience shall only be granted if it is related to the assignment. Credit shall be granted at the rate of one (1) step for the equivalent of two years (24 months) of full-time (40 hours/week) experience. For non-instructional faculty (Librarians, Counselors, and Lab Faculty Specialists) directly related work experience in a non-academic setting may be granted at the rate of one step for the equivalent of one year of full time experience.
2. Credit for experience at the high school level or above shall be granted at the rate of one step for the equivalent of one year of full-time experience. Credit for associate experience shall be calculated on the basis of the District's load system (one year equals 2.0).
3. Credit for experience at grades K-8 level shall be granted at a rate of one (1) step for the equivalent of two (2) years of experience.

An individual applying for credit for experience is responsible for presentation of official verification of experience which shall include the name of the institution and the units, hours, and subjects taught. To be considered, the required information must be submitted to the Human Resources Department by the 14th week of the semester in which the member was hired. A request for an extension of this deadline must be made in writing and submitted to Human Resources prior to the 13th week of the semester.

C. Salary Enhancement After Initial Placement

Associate faculty may advance on the salary schedule after initial employment no more than once each twelve (12) months as follows:

1. Advancement on Regular Steps (Steps 1 – 12)—associate members shall advance on regular steps by accumulating a teaching/workload of 0.80 FTE.
2. Advancement on Steps 15, 18, and 21—, associate members shall advance on these steps by accumulating a teaching/workload of 2.2 FTE.

D. Column and Step Placement for Rehires and Retirees

Associate faculty shall maintain their current earned step and column placement on the Associate Faculty Salary Schedule upon returning to the District from any

Faculty returning as retirees will be placed on the Associate salary schedule, at their column/step at retirement, not to exceed the maximum step on the Associate Salary Schedule.

E. Column Advancement for Associate Faculty

1. Credits for column advancement will be taken into consideration from the time of employment as a Full-time faculty member at WVMCCD and moving forward.
2. Column advancement shall be granted August 1st of each year. Advancement shall be made to the lateral step of the appropriate column. Quarter units shall be converted to semester units at a 3 to 2 ratio.
3. Column advancement notification shall be submitted by the member in writing to the Human Resources Department, with a copy to the Dean, by the second Friday in March for column advancement the following academic year. Human Resources will notice Finance of all proposed advancements by the first Friday in April.
4. All degrees or earned course work submitted for column advancement must have been concluded on or before August 30th of the same year Column advancement was granted.
5. Transcripts of credit must be on file in the Human Resources Department by the first Friday in October. Under special circumstances, an extension of this deadline may be granted. A written request for extensions must be received by Human Resources prior to the first Friday in October.
6. Unless an extension has been approved, failure of a member to meet the deadlines specified in this article shall result in the denial of the column advancement application for the current year. The application will be re-considered for the following academic year.
7. All units offered for credit toward column advancement must be graduate units for those disciplines requiring a Master's degree. Prior to enrollment, written approval by the Dean is required for all undergraduate course work. A copy of the approval must be submitted to the Human Resources Department before completion of the course.
8. Continuing education units (CEUS) will be converted as follows:
1 CEU = 48 hours of instruction = 1 semester unit
9. Attainment of a doctorate graduate degree will result in column advancement.

F. Associate faculty moving to Full Time status Column/Step Placement

Part Time Faculty moving to Full Time status will go through the initial placement process as outlined in appendix B. Minimum Full Time step and column placement will be equal to their current part-time level. As with all others, the maximum initial step remains at step 9.

Memorandum of Understanding

February 7, 2018

WVMFT, AFT 6554 and the District agree to the following Memorandum of Understanding for the hiring of faculty to teach courses in the Dual Enrollment Program at West Valley and Mission Colleges.

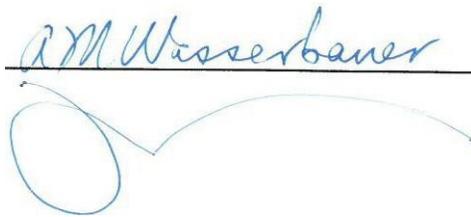
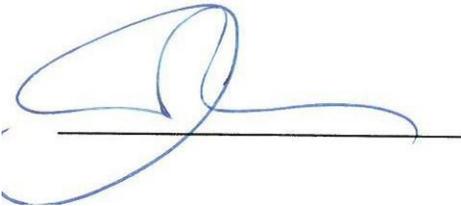
Upon request, the district shall provide WVMFT, AFT 6554 a list of scheduled and approved dual enrollment courses for both colleges by the 6th week of the previous semester (e.g., week 6 for Fall for Spring semester and week 6 for Spring for Fall semester)

To verify that all faculty are hired in compliance with the Collective Bargaining Agreement, the District, upon request, shall provide the union with a Course Assignment Documentation Form for each course assigned, within two weeks of the assignment's completion. The signed documentation shall serve as verification that the contract has been followed.

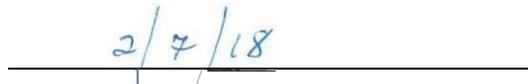
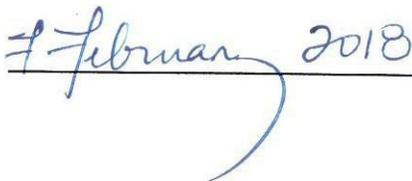
Further, the District agrees to provide notification to the Union and all discipline faculty of any specialized training required to teach courses offered in the Dual Enrollment Program (in compliance with Appendix CC, section 7). Similarly, the Union agrees to provide notification to the District if it becomes aware of any specialized training required to teach courses offered in the Dual Enrollment Program.

For the District

For the Union



Date:



West Valley Mission Community College District

Course Assignment Documentation

Course: _____ Semester/Year: _____

College: _____ Department: _____

The Collective Bargaining Agreement between the WVMCCD and the WVMFT ensures that courses are assigned to faculty as stated in Article 15.1.8, Article 18.5.2, Article 18.7.1, Article 100.8 and Article 100.9.2. This form shall serve as documentation and verification that the course listed above was assigned according to the contract.

D The course was offered to regular (full -time) and contract faculty per Articles 18.5.2 & 18.7.1.

D The course was offered to associate faculty per Articles 100.8 and 100.9.2.

Course assigned to:

The faculty member is:

D Tenured, Tenure Track or Contract

D Associate Faculty with REP

D Associate Faculty without REP

D Other (please explain)

I certify that the course assignment process as outlined in the CBA was properly adhered to:

Department Chair _____ Date _____

Division Dean _____ Date _____

Side Letter Agreement between the West Valley-Mission Community College District and the West Valley-Mission Federation of Teachers (WVMFT), AFT 6554 Regarding Article 14 of the May 24, 2017 Tentative Agreement adopted by WVMFT and the District on June 27, 2017

The West Valley-Mission Community College District ("District") and the West Valley-Mission Federation of Teachers, AFT 6554 ("WVMFT"), (collectively referred to herein as the "parties") hereby enter into a side letter agreement as follows:

WHEREAS, the parties have reached tentative agreement on benefits changes as indicated in the agreement, that include transition to the CalPERS suite of medical plans; and

WHEREAS, CalPERS requires that participating institutions include specific language in their collective bargaining agreements as it pertains to CalPERS and its requirements; and

WHEREAS, the parties wish to implement the CalPERS plans as soon as possible and to not delay the implementation based purely on minor language clarifications that are specific requirements of the CalPERS contracting process;

NOW, THEREFORE, the parties hereby agree as follows:

ONLY THE CHANGES TO ARTICLE 14 INDICATED BELOW IN BOLD AND UNDERLINE CONSTITUTE REVISIONS TO THE AGREEMENT ADOPTED BY THE DISTRICT BOARD OF TRUSTEES ON JUNE 27, 2017

ARTICLE 14

Fringe Benefits

14.1.1 **Effective April 1, 2018**, the District shall provide regular, contract members and their dependents with insurance coverage for medical and prescription drugs (through CalPERS), dental, and vision services. For medical services, each member may choose from the available CalPERS plans. Once plans are selected by the member ~~member-~~

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initiated changes to a different plan are allowed only during the open enrollment period, unless the member experiences a qualifying life event as determined by CalPERS that allows the member to make a change. All other benefits agreed to through collective bargaining shall be offered to all members.

14.2 Post-Retirement Benefit Coverage - Members hired prior to January 1, 1994

14.2.1 Bargaining unit retirees shall be eligible to participate in the medical (including prescription) and dental plans provided to members, or the equivalent, if the eligibility requirements specified in Article 14.2.2 are met. The District shall pay 100% of the cost of the premiums for these plans, with the exception of those members that do not qualify for 100% benefits and shall be paid a pro-rata amount as outlined in article 14.2.2

In addition to payment of minimum monthly employer contribution as determined by CalPERS in accordance with Resolution No. ***, the District will provide the contribution defined below to retirees hired before January 1, 1994 who meet eligibility requirements described herein.**

The District's contribution shall consist of:

100% of the retiree's annual medical and dental insurance premiums, minus the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No.***.**

14.2.2 Eligibility Requirements

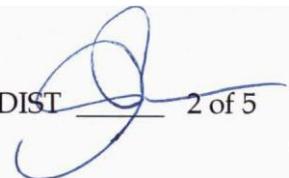
To qualify for post-retirement benefits, the member must

1. be an active participant in the District fringe benefit program at the time of retirement. (Members who have waived coverage per Article 14.1.5 may opt back into the fringe benefit program during any open enrollment period prior to retirement.

2. **be in retirement status, including Disability Retirement,** through the **California** State Teacher's Retirement System (STRS) or the **California** Public **Employees'** Retirement System (PERS) **as a qualified annuitant.**

3. have provided service to the District immediately preceding retirement.

4. be enrolled in all parts of Medicare for which the member is eligible, or must enroll when the member initially becomes eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.

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5. In addition, a retiree's eligibility for the District's paid health and dental benefit package is determined by their years of service to the District and as provided by the contract of their collective bargaining unit at the time of retirement. To receive full benefits, members retiring who were hired before November 1, 1990 must have completed ten (10) years of service with the District. To be eligible for pro rata benefits, these members must have completed five (5) years of service.

This benefit is prorated as follows:

50% = 5 years

60% = 6 years

70% = 7 years

80% = 8 years

90% = 9 years

100% = 10 years

To receive full benefits, members retiring who were hired full-time between November 1, 1990 and January 1, 1994 must have completed fifteen (15) years of service with the District. To be eligible for pro rata benefits, these members must have completed ten (10) years of service. This benefit is prorated as follows:

50% = 10 years

60% = 11 years

70% = 12 years

80% = 13 years

90% = 14 years

100% = 15 years

14.2.3 Medical and dental benefits for retirees shall include an eligible spouse/ domestic partner or surviving spouse/ domestic partner, eligible dependents or eligible dependents of domestic partner.

14.2.4 In order to retain coverage, retirees shall be required to annually verify their residence, dependent status, and Medicare enrollment.

14.2.5 All retirees, eligible to receive retiree benefits, who move out of the service area shall be able to change medical plans. A change in medical plan may result in plan changes (i.e. co-pays and/or deductibles). Retirees changing plans as the result of a move are entitled to the level of service offered in the new area. Eligible choices will be restricted to the plans available in the new area.

14.3 Post-Retirement Benefit Coverage-Members hired on or after January 1, 1994

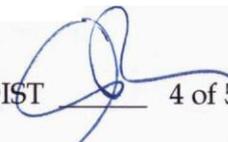
14.3.1 At retirement, members hired after January 1, 1994, may elect to continue receiving, at their own cost, District medical (through CalPERS) and/or dental benefits. At age 65 (initial eligibility), retirees must enroll in all parts of Medicare for which they are qualified. The retiree must also participate in any Medicare plans offered by the health plan carrier of choice (example: Kaiser offers Senior Advantage).

14.3.2 Post-Retirement Benefit Coverage - Members hired on or after January 1, 1994 who retire on or after April 1, 2018 - Established pursuant to California Government Code Section 22895.

To qualify for post-retirement benefits, the member must

1. be an active participant in the District fringe benefit program at the time of retirement. (Members who have waived coverage per Article 14.1.5 may opt back into the fringe benefit program during any open enrollment period prior to retirement.)
2. be in retirement status, including Disability Retirement, through the California State Teachers' Retirement System (STRS) or the California Public Employees' Retirement System (PERS) as a qualified annuitant.
3. have provided service to the District immediately preceding retirement.
4. be enrolled in all parts of Medicare for which the member is eligible, or must enroll when the member initially becomes eligible. The retiree must also participate in a Medicare plan offered by CalPERS at age 65.
5. have completed the following service requirement: sixty (60) years of continuous credited service with the District.

14.3.3 Retirees who meet the eligibility requirements listed in 14.3.2 shall receive the District's minimum monthly employer contribution as determined by CalPERS in accordance with Board Resolution No. *****.

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14.3.4 All regular/contract faculty hired for the first time by the District after July 1, 1998 shall be paid \$5,500 when they achieve tenure and return for duty in the following year.

FOR THE WVMFT

Ann Marie Wasserbauer

Dated: _____

FOR THE DISTRICT

[Signature]
Dated: 27 June 2017

WVMFT amw DIST [Signature] 5 of 5

