

AGREEMENT
BETWEEN THE BOARD OF TRUSTEES
OF THE
SAN DIEGO COMMUNITY COLLEGE DISTRICT
AND THE
SAN DIEGO ADULT EDUCATORS
CHAPTER OF LOCAL 4289
AMERICAN FEDERATION OF TEACHERS
CALIFORNIA FEDERATION OF TEACHERS, AFL-CIO

The following Agreement has been reached by designated representatives of the Board of Trustees and the San Diego Adult Educators, American Federation of Teachers, California Federation of Teachers, AFL-CIO, Chapter of Local 4289, in accordance with the California Educational Employment Act. Provisions of this Agreement are with the California Educational Employment Act. Provisions of this Agreement are effective January 1, 2008 through December 31, 2010, unless otherwise specified herein.

Marty Block, President
Board of Trustees
San Diego Community College District

Ina Porter, Co-President
San Diego Adult Educators
Chapter of Local 4289

Jana Westfall, Co-President
San Diego Adult Educators
Chapter of Local 4289

Date: _____

Date: _____

SAN DIEGO ADULT EDUCATORS

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SAN DIEGO ADULT EDUCATORS

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ARTICLE I - RIGHTS AND RESPONSIBILITIES

1.1 Purpose

The SDAE/AFT and the District enter into this Agreement for the purpose of specifying rights and responsibilities of each party.

1.2 Recognition

The San Diego Community College District Board of Trustees, hereinafter called the "District," hereby recognizes San Diego Adult Educators, a Chapter of Local 4289, American Federation of Teachers, California Federation of Teachers, AFL-CIO, hereinafter called the "SDAE/AFT" as the exclusive representative for the following categories of certificated employees:

All full- and part-time faculty in the non-credit program, including classroom and non-classroom assignments. All acting/interim managers are ineligible to be represented by SDAE or to be members of SDAE but shall retain full rights upon returning to their regular faculty assignment.

1.3 Exclusions

The unit shall exclude all substitutes, consultants, managers, supervisors, and military education personnel.

1.4 Bilateral Agreement

The articles and provisions contained herein constitute a bilateral agreement ("Agreement") by and between the District and SDAE/AFT.

1.5 Subsequent Agreements

SDAE may reopen negotiations for any new agreement no later than four (4) months prior to the termination of this Agreement by submitting a formal proposal to the District at a regular meeting of the Board of Trustees unless the exclusive agent is contested.

1.6 Signatories

President of the District Board of Trustees and Co-Presidents of SDAE/AFT.

1.3 Amended 9/9/08

ARTICLE II - BARGAINING AGENT RIGHTS

2.1 Transmittal

All SDAE/AFT dues money deducted each month will be transmitted to the SDAE/AFT Treasurer together with a list of the individuals for whom such deductions were made.

2.2 Other Deductions

Upon appropriate written authorization, the District shall make deductions from the salary of any faculty member for other programs jointly approved by the SDAE/AFT and the District.

2.3 Board Minutes

The District shall furnish SDAE/AFT two (2) copies of all regular Board meeting minutes and two (2) copies of each meeting agenda together with all docket materials.

2.4 SDAE/AFT Communications

SDAE/AFT shall be given the opportunity to have a representative attend and speak at the annual/semester site faculty meetings.

SDAE/AFT shall be entitled to have announcements of meetings included in official publications of the San Diego Community College District.

2.5 Bulletin Boards

The Association shall have the right to use designated employee bulletin boards, District mail boxes and mail distribution service. All material posted or distributed must clearly contain SDAE/AFT identification and must be posted or mailed by SDAE/AFT representatives.

2.6 Meeting Facilities

The District shall provide meeting facilities for SDAE/AFT provided space is not otherwise in use. No cost for the use of facilities shall be charged unless extra setup or custodial charges are incurred by the District in which case SDAE/AFT shall reimburse the District at cost.

ARTICLE II - BARGAINING AGENT RIGHTS (Continued)

2.7 List of Employees

The District shall furnish SDAE/AFT with an accurate list of employees represented by the unit quarterly. Such lists shall include the following information: name, home address, and telephone number (if available and unless suppressed by employee request in writing), time-keeping location, and job classification.

2.8 Board Meeting Representation

SDAE/AFT shall have the right to appoint a representative to attend all Board meetings. Such representative may speak on behalf of the SDAE/AFT under the Exclusive Representative agenda item in addition to requesting a public hearing.

2.9 SDAE/AFT Ex Officio Representation

SDAE/AFT shall have the right to assign a representative to Continuing Education Center meetings which pertain to budget development at the site and division levels. The Union agrees to notify the District in writing of the names of authorized staff representatives upon appointment.

2.10 Proposed Policy Changes

SDAE/AFT shall receive, with docket materials, a copy of proposed policies revisions submitted to the Board.

2.11 The Board shall make available to SDAE upon request a copy of all policies and procedures currently in force and changes thereto applicable to the terms and conditions of this Agreement.

2.11.1 The Board shall provide all District and Continuing Education Division information available to the public to SDAE upon request consistent with the Board's Policy 002 Access to District Records and related procedures.

2.12 Campus Visitation

SDAE/AFT representatives shall have the right to enter onto all Continuing Education campuses in the District to discuss SDAE/AFT business with Continuing Education Division employees. Conferences or meetings with groups or individual unit members, should they become necessary or desirable, shall be scheduled so as not to interfere with classes or disrupt normal school functions, including the performance of any employee's regular duties.

ARTICLE III - MANAGEMENT RIGHTS

3.1 Management Rights

The District on its behalf, and on behalf of the residents thereof, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of California and of the United States not specifically modified by this Agreement.

ARTICLE IV - GRIEVANCE

4.1 Definitions

- 4.1.1 A grievance is an alleged misinterpretation, misapplication, or violation of the specific terms of this Agreement which affects an employee covered by this Agreement in his/her employment relationship.
- 4.1.2 An immediate supervisor means the individual who assigns, reviews, and directs the work of the aggrieved employee.
- 4.1.3 A party shall mean an individual unit member, a group of unit members having the same grievance, or SDAE/AFT.
- 4.1.4 Days shall exclude Saturday, Sunday, and holidays.
- 4.1.5 District shall mean the San Diego Community College District.
- 4.1.6 Board shall mean the Board of Trustees of the San Diego Community College District.

4.2 Procedure

Step One -- The grievant shall reduce the allegation, including specific sections of the agreement believed to have been violated, and remedy sought to writing on the District/SDAE/AFT Grievance Form and shall submit it to the immediate supervisor no later than twenty (20) days after the occurrence or cause of the grievance. The immediate supervisor shall respond to the grievance in writing within ten (10) days following receipt of the written grievance.

Step Two -- If the written response is not received within ten (10) days, or the reply is not acceptable to the grievant, the grievant may, within ten (10) days from receipt of the written response from the immediate supervisor or the due date of the response file an exact copy of the grievance with the President, Continuing Education. Where additional levels of authority exist between the immediate supervisor and the President, Continuing Education, it shall be the responsibility of the President, Continuing Education to involve these management levels within Step Two. However, the President, Continuing Education or designee shall respond to the grievance in writing within ten (10) days following receipt of the grievance.

When the Continuing Education President determines that the remedy to the grievance is beyond the authority of Continuing Education to adjudicate, the President shall notify the grievant and forward the grievance form to the Assistant Chancellor, Human Resources and Administrative Services who will provide a written decision in ten (10) days.

ARTICLE IV - GRIEVANCE (Continued)

4.2 Procedure (Continued)

Step Three -- Prior to submission of a grievance to advisory arbitration, the parties may mutually request mediation through the State Mediation and Conciliation Service.

Step Four -- Within ten (10) days following receipt by the grievant of the decision of Step Three, the grievance may be submitted to arbitration. The request for arbitration shall be made by the SDAE/AFT or the Assistant Chancellor, Human Resources and Administrative Services to the State Conciliation Service. The person selected as the arbiter by the parties shall convene a hearing and subsequently provide the District and the SDAE/AFT with his/her decision. Effective January 1, 1999, issues relating to matters of tenure, dismissal (including discontinued adjunct assignments), or retroactive monies will be submitted for advisory arbitration. All other issues will be submitted for binding arbitration. Fees and expenses of the arbiter shall be borne equally by the District and SDAE/AFT.

Step Five -- The decision of the advisory arbiter shall stand unless reversed by the Board of Trustees within ninety (90) days.

4.3 Additional Delineations

- 4.3.1 Individuals involved in the grievance procedure, whether as a grievant, a witness, a representative of SDAE or otherwise, shall not suffer any restraint, interference, discrimination, coercion, or reprisal as a result of any legal participation in the grievance.
- 4.3.2 During the course of any investigation of a properly-filed grievance, the District shall cooperate and furnish such public information as requested in accordance with this procedure.
- 4.3.3 A grievant may withdraw the grievance at any level. In any event, the withdrawal of a grievance shall not constitute a precedent which may affect any similar cases occurring thereafter.
- 4.3.4 If a grievant files any claim or appeal on the same matter through any process within or outside the District, the District and SDAE/AFT shall not be required to process the same claim or appeal under this procedure.
- 4.3.5 Time limits may be extended by mutual agreement.
- 4.3.6 Failure of a grievant or the District to act within the prescribed time limit will cause the matter to automatically proceed to the next step.

ARTICLE IV - GRIEVANCE (Continued)

- 4.3.7 An investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grieving employee or staff.
- 4.3.8 The grievant shall have the right to be accompanied by the SDAE/AFT representative at each step. The grievance cannot proceed to arbitration without the approval of SDAE.

ARTICLE V - INSTRUCTOR ASSIGNMENTS

5.1 Assignment of Faculty

5.1.1 The District reserves the right of assignment.

5.1.2 Contract Faculty

When the work assignment for each teaching faculty member is prepared, primary consideration will be given to the professional training and experience of the faculty member, classes that have been taught by the faculty member, the classes to be taught, and the days and hours the classes assigned are to be scheduled.

5.1.3 Adjunct Faculty

- a) The District shall consider program needs, needs of the community, experience of the faculty and staff diversity including provisions of the Americans with Disabilities Act when making class assignments. All adjunct assignments are for a maximum period of one (1) semester.
- b) When the services of an hourly-rate faculty member are terminated for reasons other than lack of enrollment, such faculty member shall receive a written statement of the reason for termination. Failure to receive such notice shall be grievable. However, the reason for such termination shall not be subject to the grievance process. Nothing herein is intended to deny an individual his/her rights provided by law.
- c) No class shall be closed while a faculty member is using sick leave as defined under Article 9.1 (Sick Leave). Upon return from sick leave instructors will be employed with pay a maximum of two (2) weeks or up to five (5) class sessions, whichever is less, during which time appropriate class size must be established in order for the assignment to be continued.
- d) Priority Rehire Program:
 - 1) Adjunct faculty who have accumulated a minimum of eight thousand (8,000) teaching/non-classroom hours, have twenty (20) academic semesters in which an assignment has been completed, have assignments at the sixty (60%) percent level four (4) of the last six (6) semesters prior to eligibility, shall be given priority for rehire over the hire of other adjunct faculty for an adjunct assignment in the Continuing Education program during the academic year for up to, but not exceeding, the sixty (60%) limit. This priority will be

ARTICLE V - INSTRUCTOR ASSIGNMENTS (Continued)

d) Priority Rehire Program: (Continued)

applicable within the faculty member's current subject area (as defined by the Continuing Education catalog) and the faculty member's qualifications. A faculty member will qualify for the class if they: a) hold a California Community College Instructor Credential or b) hold a California Community College Certificate of Qualifications for Adult Classes for the class or c) meet the State Minimum qualifications for the class or d) have a minimum of a Bachelor's Degree or higher in the subject matter.

This priority will include the right to displace an adjunct faculty member who does not have priority rehire status. This displacement can occur only within the faculty member's subject area and only after the first four (4) weeks of the class.

- 2) The number of new priority rehires approved in any given academic year will not exceed ten percent (10%) of the existing total of current priority rehires. Of the new priority rehires, the assignment of them shall not cause any one mandated area/discipline to have more than a thirty percent (30%) increase, or a minimum of one, over the total number or priority rehires priority rehire status and are not assigned due to the maximum allowable percentage, will be placed on the succeeding year's priority rehire list in order of their approval date.
- 3) If the displacement opportunity is only available at a different timeframe (morning, afternoon, evening) or day the current class assignment will be continued for the balance of the semester. The decision as to which adjunct faculty member will be displaced will be the right of management.
- 4) All faculty eligible for this priority rehire program will be considered equal in status. Termination of services in accordance with paragraph (b) above or a rating of "needs improvement" on the performance evaluation in accordance with the provisions of Article X - Performance Evaluation, will disqualify the faculty member from further eligibility for this priority status. STRS retirees are not eligible for this program.

ARTICLE V - INSTRUCTOR ASSIGNMENTS (Continued)

d) Priority Rehire Program: (Continued)

- 5) Faculty who believe they qualify for priority status must notify the appropriate manager at least six (6) weeks prior to the start of the semester. The manager will verify this information with Human Resources. Priority status will begin the semester following verification of eligibility.
- 6) Faculty who qualify for the priority rehire program may request leave from any portion of their assignment from the Vice President, Continuing Education for a period of up to one (1) academic year.
- 7) Priority rehire faculty, except those on leave under the provisions of Section 6) above, who elect not to accept their full rehire assignment for two (2) consecutive semesters will have their rehire priority permanently reduced to whatever percentage of a full-time assignment they had accepted for the second semester.
- 8) Any priority rehire faculty member who fails to maintain the Continuing Education Average ACS in a legitimately offered class for two (2) consecutive semesters or who declines an offer of a class, excluding summer, will have his/her priority rehire assignment reduced by that percentage. If SDAE does not believe that a class has been legitimately offered they may appeal the decision to the Vice President of Continuing Education who will make the final decision. Among the factors must be considered in the decision is a) prior history of time b) relation to the other course offerings. Such a reduction in priority assignment shall not preclude additional non-priority assignments in the future.

Priority rehire faculty may request a transfer of their priority rehire status to a different site under the following procedure:

The faculty member will write a letter to the President of Continuing Education requesting a transfer from their present site to another specified site.

The President of Continuing Education will refer the matter to two (2) groups for consideration. One review group will be composed of the potential sending and receiving site managers and the site Instructional Leaders from the discipline. The second review group will be composed of the Vice President of Instruction, the President of the Academic Senate and the SDAE President. Both groups

ARTICLE V - INSTRUCTOR ASSIGNMENTS (Continued)

d) Priority Rehire Program: (Continued)

should consider, but not be limited to, the instructor's qualifications and experience and the program needs of the two (2) sites.

After receiving the recommendations of the two (2) reviewing groups and their supporting evidence, the President will approve or deny the transfer. The President's decision will be final.

Requests for the transfer of priority rehire status must be made a minimum of forty-five (45) work days prior to the start of a new semester.

5.2 Written Notice

Whenever possible, part-time instructors shall be given written notice of their assignment fifteen (15) calendar days prior to the first class period. Such notice shall contain the class or subject, hour and day, and center.

5.3 Prior Notice

Whenever possible permanent instructors shall be given written notice of their assignment thirty (30) calendar days prior to the first class period. Such notice shall contain the class or subject, hour and day, and location.

5.4 Schedule Change

In the event that changes are made in such schedules, class, and/or subject assignment, site or room assignment, the instructor so affected shall be notified as soon as possible.

5.5 Assignment of Adjunct Faculty

It shall continue to be the District's policy to utilize the experience of hourly-rate faculty gained in prior service to the District when making class assignments. All adjunct assignments are for a maximum period of one (1) semester.

An adjunct instructor who believes that his/her class(es) have been inappropriately closed or recessed may ask his/her site dean for a review of this action. Instructors may ask for further review of the decision of the site dean by the President, Continuing Education.

5.6 Driving Distance

At the discretion of Management, employees shall be scheduled to minimize the amount of driving necessary to fulfill their work obligations.

ARTICLE V - INSTRUCTOR ASSIGNMENTS (Continued)

5.7 Vacancy Notice

Contract Continuing Education job announcements will be posted in a conspicuous place at each site as early as possible but in no case less than fourteen (14) calendar days before application deadline.

5.8 Contract Percentage Increase

An increase in the percentage of an existing partial contract shall be achieved by a competitive process open to bargaining unit members with contracts in the specified discipline.

ARTICLE VI - TRANSFERS

6.1 Application Procedure

Unit members who wish to make application for transfer to another center shall submit their request in writing to the President, Continuing Education. Such an application shall include the name of the center/site, the program and/or subjects desired, or the increased contract percentage desired. The President, Continuing Education shall acknowledge the request in writing. The information copies of the request and the reply shall be provided to the Dean of the present assignment and to the Dean of the requested site.

6.2 Contract Requests

In the case of contract positions, screening panels and the responsible administrator shall consider transfer requests prior to recommending the appointment of a contract instructor.

6.3 Adjunct Requests

In the case of adjunct appointments, the appropriate administrator will review the existing transfer requests prior to the assignment being made.

6.4 Dropped Classes

When enrollment in a given subject area drops below the required pupil-teacher ratio at an individual continuing education site, and the classes are dropped, the names of the instructors of those classes, and the subject areas listed on their credentials, will be sent to all other continuing education sites within two (2) weeks of such drop. These teachers shall be considered prior to recommending that appointment of any new instructors at a given site.

6.5 Administrative Transfer

6.5.1 The District reserves unto itself the right of assignment.

6.5.2 A contract employee who is to be administratively transferred shall be given the reason in writing for the impending transfer, and shall have the right to indicate a preference from a list of any current vacancies.

6.5.3 A contract employee who is to be administratively transferred shall be given timely notice to facilitate closing procedures and processes at his/her current location/site.

6.5.4 The District will consult with SDAE/AFT when it may become necessary to move a faculty member from another unit into this bargaining unit.

ARTICLE VII - PERSONAL RIGHTS AND ACADEMIC FREEDOM

7.1 The Pursuit of Truth

The District and the SDAE/AFT agree that academic freedom is essential to the teaching-learning process. The fundamental need is acknowledged to protect teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching function.

7.2 District Personnel File

- 7.2.1 Each unit member shall have the right, upon request, to review the contents of his/her own District personnel file.
- 7.2.2 A representative chosen by the faculty member may, at the faculty member's request, accompany the faculty member in this review.
- 7.2.3 Unit members and the individual introducing material to the file shall be required to sign and date evaluations, reprimands, warnings or other statements concerning unit member's performance or conduct. Refusal by an individual to sign that they had reviewed material for submission to be filed shall be witnessed by a third party, signed by them as a refusal and filed as such.
- 7.2.4 The unit member reserves the right to include in the file a written response to all material placed in the file which shall be attached to the material in question.
- 7.2.5 The unit member shall have the right to include in the file a one page summary of any material or information considered germane to the unit member's professional career.
- 7.2.6 Any material of a derogatory nature which is over four (4) years old shall be retained in a separate sealed envelope upon the request of the unit member.
- 7.2.7 In matters dealing with termination or a grievance, individual personnel documents introduced as evidence shall be restricted to those contained in the District Human Resources Office.
- 7.2.8 The District shall provide release time for SDAE/AFT representatives when such meetings are held during assigned load hours.

ARTICLE VII - PERSONAL RIGHTS AND ACADEMIC FREEDOM (Continued)

7.3 Discipline of Students

- 7.3.1 A zero tolerance standard has been adopted for the following student behavior. Students engaging in any of these behaviors will be suspended or expelled from the San Diego Community College District in accordance with District Policy 3100 et. seq. Behavior which will result in suspension or expulsion includes:
1. Any threat of force or violence or any assault or battery upon a student or college personnel. (All statements of violence whether general or directed at a specific target will be taken seriously.)
 2. Possession of a firearm, explosives, unlicensed dangerous chemicals, any object identified in Penal Code 626.10, or any object used in a dangerous manner.
 3. Willful misconduct which results in injury or death to a student or college personnel.
 4. The use, sale or possession on campus of, or presence on campus under the influence of, any controlled substance, or any poison classified by Schedule D in Section 4160 of the Business and Professions Code.
- 7.3.2 Faculty members may suspend from the class, for that day and the day following, any student whose actions constitute a threat to the safety of the classroom or its occupants, or whose behavior causes a disruption in the education process of other class members. In the event of suspensions which allege violence, the faculty member shall immediately contact the site administrator and the District Police. When the site administrator does not agree with the faculty member's assessment of violence, the faculty member or SDAE may immediately contact the office of the Vice President or in his/her absence, the President, who shall review the matter and make a final decision.
- 7.3.3 The District shall provide for the defense of any civil action brought against a faculty member arising out of student disciplinary action in accordance with District Procedure 2003.1.
- 7.3.4 During student disciplinary hearings faculty may be required to attend, and in this event, faculty members shall have the right to union representation.

ARTICLE VIII - SALARIES

SAN DIEGO COMMUNITY COLLEGE DISTRICT
San Diego Adult Educators - Contract Faculty

SCHEDULE A

Effective January 1, 2008 – December 31, 2008

<u>Step</u>	<u>Class 1</u> Less Ed.D., than MA	<u>Class 2</u> BA + MA	<u>Class 3</u> 45 Units after BA + MA	<u>Class 4</u> 60 Units after BA + MA	<u>Class 5</u> 75 Units after BA + MA	<u>Class 6</u> 90 Units after BA + MA	<u>Class 7</u> Ph.D., or 105 units after BA with MA
A	3,654	3,887	4,139	4,407	4,693	5,000	5,223
B	3,774	4,012	4,266	4,623	4,823	5,119	5,345
C	3,909	4,142	4,392	4,664	4,953	5,252	5,473
D	4,045	4,277	4,532	4,804	5,086	5,393	5,614
E	4,190	4,426	4,676	4,947	5,236	5,533	5,753
F	4,343	4,580	4,825	5,093	5,387	5,686	5,905
G	4,494	4,731	4,984	5,247	5,541	5,843	6,063
H	4,662	4,898	5,148	5,413	5,700	6,003	6,227
I	4,827	5,065	5,311	5,586	5,873	6,175	6,396
J	5,004	5,239	5,490	5,755	6,048	6,352	6,570
K	5,185	5,423	5,672	5,935	6,228	6,533	6,752
L	5,377	5,611	5,858	6,128	6,418	6,719	6,942
M	(5,527)	(5,763)	(6,020)	(6,298)	(6,595)	(6,903)	(7,134)
N	(5,678)	(5,922)	(6,185)	(6,470)	(6,777)	(7,093)	(7,330)
O	5,783	5,992	6,210	6,435	6,671	6,913	7,165
P	5,992	6,210	6,435	6,671	6,913	7,165	7,426
Q	6,203	6,427	6,661	6,903	7,152	7,413	7,681
R	6,415	6,646	6,889	7,139	7,400	7,667	7,949
S	6,623	6,862	7,114	7,373	7,675	7,954	8,244
T	6,835	7,043	7,340	7,608	7,884	8,171	8,467
U	(7,023)	(7,238)	(7,541)	(7,818)	(8,101)	(8,396)	(8,702)
V	(7,215)	(7,437)	(7,749)	(8,032)	(8,323)	(8,627)	(8,942)

NOTE: Based on the market study survey, effective 1/1/07 all current unit members on steps A-C will be placed on Step D. All faculty hired on or after 1/1/07 will be placed on Step D or up to a maximum of Step G.

NOTE: Faculty are eligible for steps in parentheses as follows: two (2) years on the previous salary step and verification of “meets expectations” in the most recent evaluation; 18 years of contract service and a satisfactory/meets expectations evaluation.

ARTICLE VIII - SALARIES (Continued)

SAN DIEGO COMMUNITY COLLEGE DISTRICT
San Diego Adult Educators - Adjunct Classroom Instructors
SCHEDULE B-1

Effective January 1, 2008 – December 31, 2008

HOURS	STEP	CLASS 1 Less than Master's	CLASS 2 BA + MA	CLASS 3 45 Units with BA + MA
Non-Fee State Apportionment Classes				
	A	37.31	41.86	43.95
450	B	38.60	43.15	45.31
900	C	39.93	44.60	46.83
1350	D	42.13	47.02	49.35
1800	E	43.66	48.54	50.98
2250	F	45.15	50.22	52.71
2700	G	46.73	51.95	54.55
3150	H	49.45	54.36	57.12
3600	I	51.24	56.19	58.92
4050	J	53.04	58.12	60.93
12000	K	54.50	60.14	62.93

Adjunct faculty with 12,000 hours and a satisfactory/meets expectations evaluation are eligible for Step K.

Amended 9/9/08

ARTICLE VIII - SALARIES (Continued)

SAN DIEGO COMMUNITY COLLEGE DISTRICT
San Diego Adult Educators – Presenters for Fee Based Classes

SCHEDULE B-2 Fee Classes

Effective September 1, 2008 – December 31, 2008

STEP	HOURLY RATE	STEP	HOURLY RATE
Step 1	32.00	Step 14	90.00
Step 2	33.00	Step 15	95.00
Step 3	35.00	Step 16	100.00
Step 4	40.00	Step 17	105.00
Step 5	45.00	Step 18	110.00
Step 6	50.00	Step 19	115.00
Step 7	55.00	Step 20	120.00
Step 8	60.00	Step 21	125.00
Step 9	65.00	Step 22	130.00
Step 10	70.00	Step 23	135.00
Step 11	75.00	Step 24	140.00
Step 12	80.00	Step 25	145.00
Step 13	85.00	Step 26	150.00

Pay Guidelines:

- Fee-based presenters will normally be placed at Step 1 of this schedule unless:
 - A. They have evidence that the “market value” of their workshop is at a higher step.
 - B. They have professionally distinguished themselves in the subject area of the workshop (e.g. a scholarly or creative work, recognized by professional colleagues) as reviewed and approved by the dean.
- In cases where an eminently known presenter is asked to present for a special event, a rate higher than the maximum of Schedule B-2 may be approved by the dean.

NOTE: The parties agree to review this pilot program no later than the expiration of the current collective bargaining agreement, however either party may initiate the discussion prior to the expiration of the agreement.

Added 9/9/08

ARTICLE VIII - SALARIES (Continued)

SAN DIEGO COMMUNITY COLLEGE DISTRICT

San Diego Adult Educators

Adjunct Non-Classroom Instructors

SCHEDULE C

Effective January 1, 2008 – December 31, 2008

Hours	Step	<u>Class 1</u> Less than MA	<u>Class 2</u> BA + MA	<u>Class 3</u> 45 Units After BA + MA	<u>Class 4</u> 60 Units After BA + MA	<u>Class 5</u> 75 Units After BA + MA	<u>Class 6</u> 90 Units After BA + MA
	A	28.85	29.71	31.16	32.49	34.04	35.10
450	B	29.86	30.75	32.16	33.42	34.96	36.03
900	C	30.90	31.74	33.12	34.35	35.86	36.93
1350	D	32.56	33.40	34.77	36.06	37.58	38.65
1800	E	33.73	34.53	35.90	37.18	38.68	39.64
2250	F	34.92	35.65	37.06	38.32	39.71	40.75
2700	G	36.10	36.88	38.31	39.45	40.88	41.87
3150	H	38.18	38.92	40.23	41.47	42.93	43.81
3600	I	39.57	40.23	41.52	42.74	44.18	45.06
4050	J	41.05	41.61	42.98	44.08	45.46	46.33
12000	K	42.17	42.75	44.16	45.29	46.70	47.61

Adjunct faculty with 12,000 hours and a satisfactory/meets expectations evaluation are eligible for Step K.

ARTICLE VIII - SALARIES (Continued)

Resource Allocation Formula Economic Improvements (4.26% COLA):

- Effective July 1, 2007:
 - Contract faculty: Off-schedule payment equivalent to the November 2007 base salary times five (for 10 month faculty) times COLA (4.26%). To be paid in December.
 - Adjunct Faculty: Off-schedule payment equal to July – December earnings times COLA (4.26%). To be paid in February
- Effective January 1, 2008:
 - Movement of faculty on Step N.
 - Stipends for Program Chairs and Assistant Program Chairs.
 - Increased allocation for medical benefits for qualified adjunct faculty (effective Fall Semester 2008).
- Effective July 1, 2008:
 - Growth Funds in the amount of \$40,511 from the 2006-07 RAF for adjunct faculty Ancillary Activities.

ARTICLE VIII - SALARIES (Continued)

8.1 APPLICABLE POSITIONS

Schedules A-1 and A-2 apply to Continuing Education contract faculty. Schedule B-1 applies to all persons teaching apportionment classes. Schedule B-2 applies to fee classes. When faculty are employed for overload and summer assignments, they will be compensated on the basis of their placement on these hourly rate schedules. Schedule C-1 applies to all other certificated personnel in non-classroom assignments.

8.2 DEFINITION OF CLASSES

To be considered for salary placement purposes, academic degrees and units must be earned degrees or units from regularly accredited institutions of higher education and must be related to the area of teaching. Academic degrees from unaccredited colleges and universities, both foreign and domestic, will be accepted after a registrar of a regularly accredited institution of higher education certifies that the degree in question is the equivalent of an earned academic degree granted by his/her institution.

"Accredited Institution of Higher Education" means an institution of higher education in the United States, its territories, and the District of Columbia accredited by a United States regional accrediting association which awards accreditation to institutions of higher education as one of its predominant activities or by a recognized professional organization which awards accreditation to institutions of higher education for training in that profession.

- CLASS 1 Less than a master's degree
- CLASS 2 Master's degree
- CLASS 3 Master's degree with a total of 45 semester hours of approved upper division or graduate work after the date of bachelor's degree
- CLASS 4 Master's degree with a total of 60 semester hours of approved upper division or graduate work after the date of bachelor's degree (classroom instructor's maximum class)
- CLASS 5 Master's degree with a total of 75 semester hours of approved upper division or graduate work after the date of bachelor's degree
- CLASS 6 Master's degree with a total of 90 semester hours of approved upper division or graduate work after the date of bachelor's degree

8.1 Amended 9/9/08

ARTICLE VIII - SALARIES (Continued)

CLASS 7 Earned doctorate - Ph.D., Ed.D., or other earned degree of equivalent academic status from an accredited institution; or 105 units after the Bachelor's Degree with a Master's Degree.

8.3 INITIAL SALARY CLASS AND STEP PLACEMENT

8.3.1 Contract Faculty

Initial salary placement of newly employed contract instructors shall be on Step A of Class 1. Instructors with advanced course work and/or other creditable experience shall be moved to the appropriate class and step effective the first of the month following submission of the required forms and verification.

8.3.1.1 Teaching -- A maximum of seven (7) years prior teaching experience outside the San Diego Community College District is allowable, provided such experience has been in a public school system or recognized private school. Teaching experience which is less than 1/2 time, or less than one month in duration, shall not be credited for placement on the salary schedule. Substitute teaching outside this College District is credited only if full-time, continuous, and at least one month in duration. Adjunct teaching outside this College District shall not be credited for salary placement.

8.3.1.2 Credit for Teaching Experience in the San Diego Community College District -- All teaching experience in the San Diego Community College District prior to employment by contract shall be credited on the appropriate training class of the salary schedule. Twenty full days of substitute teaching shall be the equivalent to one month's service; ninety hours shall be credited as one calendar month. Instructors who have had service with the San Diego Community College District and are re-employed shall be allowed full credit for experience acquired outside the District up to the maximum allowable. This shall be in addition to credit allowed on the salary schedule for creditable prior service with the San Diego Community College District.

8.3.1.3 Related -- Credit for approved non-teaching experience is granted on a half-credit basis provided such related experience is in a field corresponding to the teaching assignment. Such experience must have been continuous, of at least three month's duration, and the exact dates must be verified. If the work has not been full-time, it will be credited in the same proportionate amount; however, no credit will be granted for experience which is less than 1/2 time, nor experience which consists of work during the summer. Verification of the experience is the

ARTICLE VIII - SALARIES (Continued)

8.3.1.3 Related – (cont.) responsibility of the new staff member if it is to be used for determination of placement on the salary schedule. Related experience credit is allowed only on an original placement and is not subject to review in the event of a change in the instructor's assignment.

8.3.1.4 Total Credit -- Total credit allowed for prior teaching experience and related experience, individual, or combined, shall not result in placement beyond Step G (Schedule A-1) for Associate Professors and Step M (Schedule A-2) for Professors. Adjunct Continuing Education faculty who are teaching at sixty percent (60%) during the current or preceding semester and receive a sixty percent (60%) contract on or after January 1, 1998, will be placed on a step beyond Step G if the regular placement results in a decrease in the annualized academic year income. (Annualized academic year income is computed by taking current adjunct hourly pay rate and multiplying by 525. This figure will be compared to the proposed contract regular placement step. If the annualized hourly income exceeds the regular placement step, the faculty member will be placed on whatever step next equals or exceeds the hourly annualized income.) All experience (teaching or related) shall be verified by official documents or statements from employers before experience credit shall be allowed. A maximum of ten months' credit shall be granted within any twelve-month period. In evaluating prior experience, there must be a minimum of 7 1/2 months of creditable service in order to be granted a full year of experience for salary purposes. NOTE: The above credits are allowed only in original placement on salary schedule and are not subject to later review.

8.3.2 Vocational Instructors -- Initial placement on the salary schedule will be on Class 1 and will be related, in general, to the prevailing community salary rates for the occupational field in which the vocational instructor is required to have had experience. The prevailing community rate will be determined by Human Resources through a survey of actual salaries paid in the San Diego metropolitan area. The vocational instructor will then be placed on the step of Class 1 which will provide a monthly salary rate reasonably comparable to the prevailing monthly community salary rate. Vocational instructors with earned master's degrees at the time of initial contract employment may elect to be rated under either these rules or the rules for arts and science instructors.

Initial salary class placement and subsequent salary class advancement shall be predicated on the academic preparation of the vocational instructor at the time of first contract employment with the District. All course work must be after the date of first contract employment except for vocational instructors with master's degrees at the time of initial contract employment.

ARTICLE VIII - SALARIES (Continued)

8.3.3 Adjunct Classroom Faculty

Initial salary placement of newly employed adjunct classroom faculty instructors shall be on Step A of the appropriate class. Regular contract employees, other than faculty teaching on Schedule B-2 (fee based), with the District shall be placed on the step equal to their placement on the contract schedule. If the hourly step placement of an instructor offered a probationary contract July 1, 1987 or thereafter is higher than that awarded for the initial contract placement, the hourly rate of pay shall be maintained until the hourly step of the matching contract placement equals the previous hourly step.

8.3.4 Adjunct Non-Classroom Faculty

Initial salary placement of newly employed adjunct non-classroom faculty instructors shall be on Step A of the appropriate class. Regular contract employees with the District will be placed on the step equal to their contract schedule placement.

8.4 STEP INCREMENTS

8.4.1 Contract Faculty -- An instructor may be granted one (1) increment for each year of satisfactory teaching service, up to the maximum salary of the rank, provided his/her most recent evaluation is satisfactory. A year shall be defined as service for 132 (one hundred thirty-two) or more working days. Step increments are computed on the basis of academic year only; i.e., September through June.

8.4.2 Adjunct Faculty -- Temporary, adjunct faculty, other than faculty teaching on Schedule B-2 (fee based), shall be granted one (1) increment for each 450 (four hundred fifty) clock hours of satisfactory, adjunct service in the District provided that contract instructors who also teach on an adjunct basis (excluding Schedule B-2) shall maintain step parity with their contract placement. Qualification for step advancement shall be evaluated each pay period (beginning January 1983). Advancement shall be effective the first of the month following qualification.

8.5 CLASS ADVANCEMENT

8.5.1 Class Advancement -- Instructors who have qualified with advanced course work and/or other creditable experience (e.g. scholarly and creative works) shall be moved to the appropriate class and step effective the first of the month following submission of the required forms and verification to Human Resources.

8.3.3 and 8.4.2 Amended 9/9/08

ARTICLE VIII - SALARIES (Continued)

8.5.2 Educational Plans -- Each faculty member desiring to take college course work for salary advancement purposes shall submit a Professional Growth Proposal outlining the objectives of his/her proposed plan, the relevance of course work, degrees, or credentials sought, and the institution from which the work will be taken. Educational plans must be approved by the Professional Development Committee for salary advancement. It is strongly recommended that pre-approval be attained prior to enrolling in any course.

8.5.3 Course Work Acceptable for Salary Class Advancement -- Credits shall be allowed if upper division or graduate in accordance with the official transcripts from regularly accredited institutions. Credit for courses taken in armed forces or special projects will be allowed only when verified by official transcripts issued from regularly accredited training institutions. Lower division courses may be allowed upper division credit for purpose of transfer to a higher classification, provided that all of the following requirements are met:

8.5.3.1 That such lower division work is taken subsequent to employment by the San Diego Community College District in a position requiring certification.

8.5.3.2 That such courses are approved for salary credit, based upon a consideration of the value of the course in improving the professional competence of the individual.

8.5.3.3 That all such lower division work must have been taken after July 1, 1959, and this rule shall in no way be construed to be retroactive.

8.5.3.4 That all such lower division work must be taken at some institution other than one of the San Diego Community College District colleges.

Exception: Credit courses that have received prior approval by the Professional Development Committee may be taken for salary advancement.

8.5.3.5 Upper division or graduate work completed prior to the granting of the baccalaureate degree shall be credited in the same manner as work taken after the baccalaureate degree provided that the registrar of the college granting the baccalaureate degree certifies that: (a) the requirements for the baccalaureate had been met prior to the start of such additional work; or (b) such additional work was not part of the requirements for the granting of the baccalaureate degree. Section (b) shall apply only to upper division and graduate work taken during the last semester, quarter,

ARTICLE VIII - SALARIES (Continued)

8.5.3 Course Work Acceptable for Salary Class Advancement (continued)

trimester, or summer term in which course work was also taken to meet baccalaureate degree requirements.

8.5.3.6 Credit shall not be allowed for a repeated course. Courses are considered duplicate courses even if they are taken at different schools under different instructors as long as they have similar titles.

8.5.3.7 For purposes of salary reclassification, the total number of semester hours shown on official transcripts will be rounded to the next larger whole semester hour only if the fraction is 1/2 or larger; i.e., 29 and 1/2 semester hours will be counted as 30 semester hours.

8.5.4 Scholarly and Creative Works – Up to a maximum of 7.5 credits for salary class advancement may also be earned through scholarly works and creative endeavors in a manner described in Procedure 4400.2, "Professional Development."

8.5.4.1 Semester unit credit equivalencies of between one (1) and seven and one-half (7.5) units may be granted if the following criteria are met:

- (a) The work has been validated by a reputable agency/ professional source/public exhibit/presentation. Examples of reputable validation include, but are not limited to: Professional organization/guild; publisher with an editorial board or other juried process of selection; juried show; purchase of the product by industry; patent; public presentation, performance or exhibition; award by a professional organization; and,
- (b) The work/endeavor promotes excellence in the classroom and/or the instructional support area; and,
- (c) The work/endeavor has not been fully compensated already by the District (sabbaticals are not considered compensation); and,
- (d) The work/endeavor is reasonably related to the faculty member's discipline/ FSA(s); and,
- (e) The work/endeavor accomplishes one of the following:
 - It advances the professional development of the individual;
 - or
 - It advances the field of study; or
 - It makes a contribution to the discipline; or,

ARTICLE VIII - SALARIES (Continued)

8.5.4 Scholarly and Creative Works (continued)

- It demonstrates originality and/or innovation; or,
- It brings recognition to the District.

8.5.4.2 The work/endeavor must be performed outside the faculty member's normal duties, not on a District assignment, and not using District equipment or supplies, facilities, or personnel.

8.5.4.3 The awarding of units for scholarly and creative works/endeavors is limited to activities which have the prior approval of the Professional Development Committee and the Vice President, Continuing Education (please see 5.4.6 below), and which have been completed as agreed, and again reviewed and approved by the Professional Development Committee and the Vice President, Continuing Education. Quality is to be assured by both reputable validation (as described in 5.4.1(a) above) and the Committee's judgment reached either with or without review by Committee-designated experts. Work which the Committee considers to be of insufficient quality shall be rejected.

8.5.4.4 The following examples of work and the possible range of units awarded for it are not intended to supplant the judgment of the appropriate Professional Development Committee but are to serve only as guidelines. The unit range guidelines are quantity-based. Within each unit range, the exact determination of credit to be awarded will be based upon the Committee's judgment of the quality of the work:

- (a) One (1) to seven and one-half (7.5) units: Novel, biography, extensive textbook, symphony, one-person art/craft exhibition, product design, performing arts production, or other similar works;
- (b) One (1) to four (4) units: Professional paper, article, short story, song, placing in a juried art/craft exhibition, other exhibition, training or faculty member's manual, software program, presenting at professional conferences/workshops, or similar works.

8.5.4.5 Other examples of appropriate scholarly and creative works include but are not limited to:

- (a) Consultancy to other educational institutions, lectures to professional organizations on topics reasonably related to one's assigned field, but not solely for attendance at professional workshops or lectures;

ARTICLE VIII - SALARIES (Continued)

- (b) Publication of manuals, textbooks, articles, books of critical studies/essays, formal papers;
- (c) Fiction/non-fiction plays, poems, screenplays, teleplays, chapbooks, reviews, anthologies, annotation of a text, indexes, atlases;
- (d) Song, instrumentals, octavo choral work, chamber ensemble work for chorus, orchestra or band, work for an orchestra, symphony, oratorio, opera, musical;
- (e) Films, theater or media activities;
- (f) Exhibits of arts or crafts (examples may include painting, sculpture, photography, ceramics);
- (g) Creation of models, mock-ups, or simulations;
- (h) Creation of a product or process for increasing production efficiency in industry or business.

NOTE: Some of the activities in 8.5.4.4 and 8.5.4.5 are an integral part of the faculty member's assignment and will be considered under professional development only in extraordinary circumstances, as determined by the appropriate Professional Development Committee.

- 8.5.4.6 Exception: Vocational instructors enrolled in programs leading toward the associate of arts or science degree may receive salary credit for lower division courses taken in a San Diego Community College, provided the courses are part of the program of courses leading to the associate of arts or science degree, and that written approval is obtained from the President, Continuing Education and Human Resources prior to enrollment.
- 8.5.4.7 Please consult District Policy 4400.2, "Professional Development," Section 2.0, regarding the procedures for applying for credits for salary class advancement through scholarly and creative works endeavors.
- 8.5.4.8 Please consult District Policy 4400.2, "Professional Development," Section 3.0, for a listing of the appropriate forms and references.

ARTICLE VIII - SALARIES (Continued)

8.6 VOCATIONAL INSTRUCTORS

The salary regulations for vocational instructors shall apply to those designated as vocational instructors at the time of first contract employment with the District. Such designation shall only be subject to review upon a change in teaching assignment. Designation as a vocational instructor shall be reserved for those instructors selected on the basis of extensive occupational experience and employed to teach courses in an approved vocational curriculum to prepare students for employment in this occupation or related occupations.

8.6.1 Class Advancement for Vocational Instructors (Prior to Spring 2000)

PREPARATION LEVEL AT TIME OF FIRST EMPLOYMENT

	Less Than Bachelor's Degree	Bachelor's Degree	Master's Degree
<u>Requirements for Advancement to Next Class</u>			
To Class 2	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours, and 2. Life Credential	1. 15 approved sem. hours
To Class 3	1. 30 approved sem. hours	1. 30 approved sem. hours	1. 30 approved sem. hours
<u>Adjunct Classroom Maximum</u>			
To Class 4	1. 45 approved sem. hours and AS/AA degree, or 2. 60 approved sem. hours a	1. 45 approved sem. hours	1. 45 approved sem. hours
To Class 5	1. 60 approved sem. hours and bachelor's degree, or 2. 90 approved sem. hours b	1. 60 approved sem. hours and master's degree, or 2. 90 approved sem. hours b	1. 60 approved sem. hours

ARTICLE VIII - SALARIES (Continued)

8.6.1 Class Advancement for Vocational Instructors (Prior to Spring 2000) (cont)

To Class 6	1. 75 approved sem. hours and bachelor's degree, or	1. 75 approved sem. hours and master's degree, or	1. 75 approved sem. hours
	2. 120 approved sem. hours c	2. 120 approved sem. hours c	

Adjunct Non-Classroom Maximum

To Class 7	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree	1. Earned doctorate: Ph.D., Ed.D., or other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree	1. Earned doctorate: other earned degree of equivalent status or 105 units after the Bachelor's with a Master's Degree
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- a** Instructors may meet this requirement with a total of sixty (60) approved semester hours in lower division, upper division, graduate or approved occupational in-service education.
- b** Instructors may meet this requirement with a total of ninety (90) approved semester hours in lower division, upper division, graduate or approved vocational in-service education.
- c** Instructors may meet this requirement with a total of one hundred twenty (120) approved semester hours in lower division, upper division, graduate or approved vocational in-service education.

ARTICLE VIII - SALARIES (Continued)

8.6.2 Class Advancement for Vocational Instructors (Spring 2000 and Thereafter)

PREPARATION LEVEL AT TIME OF FIRST EMPLOYMENT

	Less Than AA/AS Degree	AA/AS Degree	BA/BS	MA
Requirements for Advancement to Next Class				
To Class 2	30 approved sem. hours	30 approved sem. hours	BA/BS + MA	15 approved sem. hours
To Class 3	45 approved sem. hours	45 approved sem. hours	45 units after BA/BS + MA	30 approved sem. hours
<u>Adjunct Classroom Maximum</u>				
To Class 4	60 approved sem. hours and AS/AA	60 approved sem. hours and BS/BA	60 units after BA/BS + MA	45 approved sem. hours
To Class 5	75 approved sem. hours and AS/AA	75 approved sem. hours and BS/BA	75 units after BA/BS + MA	60 approved sem. hours
To Class 6	90 approved sem. hours and AS/AA	90 approved sem. hours and BS/BA	90 units after BA/BS + MA	75 approved sem. hours
<u>Adjunct Non-Classroom Maximum</u>				
To Class 7	BA/BS	MS/MA	Ph.D., Ed.D. or 105 units after BA/BS + MA	Ph.D., Ed.D. or 105 units after BA/BS + MA

ARTICLE VIII - SALARIES (Continued)

8.6.3 Coursework Acceptable for Vocational Salary Advancement

In order to be credited for advancement on the salary schedule, any college course taken after date of first contract employment with the District (or completed after July 1, 1958, if employment was prior to this date) must be those: (1) necessary for completion of California credential requirements; or (2) required as part of a program leading to an associate of arts/science, bachelor's, master's, doctor's degree; or (3) related to the major or minor area of teaching and concurred in by the appropriate school dean and the Vice President of Instruction and Student Services prior to enrollment in the course; or (4) related to degree programs and in-service education such as seminars, workshops, training institutes, etc., or only in-service occupational education as identified above. Fifteen industry-certified training hours will equal one semester unit. Courses may be lower division, upper division, graduate level, or in-service education, provided they meet all applicable criteria.

8.7 RULES AND REGULATIONS

8.7.1 Underpayments or Overpayments

Proper salary class and step placement is a joint responsibility of the employee and the District. Instructors are encouraged to keep up-to-date records of college courses they have completed and other accomplishments which apply toward salary class advancement. Instructors suspecting that they are incorrectly placed on the salary schedule should bring this information to the attention of the District Human Resources Office immediately.

Should underpayment or overpayment in compensation occur, for purposes of determining the amount to be refunded or collected, retroactivity shall be limited to one (1) calendar year from the time the error is brought to the attention of the affected faculty member or Human Resources. If the error cannot be corrected prior to the issuance of the subsequent pay warrant, retroactivity will be extended until a correct pay warrant is issued.

In cases of underpayment, the District will issue a supplementary warrant for the amount due the faculty member.

ARTICLE VIII - SALARIES (Continued)

8.7.1 Underpayments or Overpayments (continued)

In cases of overpayment, the faculty member shall pay the full amount back to the District within one (1) calendar year from the date of the issuance of the faculty member's first pay warrant which includes a deduction for a portion of the overpayment. In cases where the one (1) year time frame would cause the monthly repayment deduction to exceed five percent (5%) of the affected faculty member's gross pay for that month, said deduction shall be limited to five percent (5%) of the faculty member's gross pay, and the time frame for repayment shall be extended until the full amount is repaid.

8.7.2 Extended Service

Extended Service payments are payments by the District to contract employees who are assigned the supervision or direction of student activities or to curriculum development, writing projects, or special assignments involving hours of service and responsibility beyond the range of normal instructor assignments.

Extended Service payment units are units of value for each extended assignment approved by the Board. The value of one extended service unit shall be \$680 for July 1, 2002 through June 30, 2003. The extended service payment units will be increased by the same percentage as the salary schedule for the duration of the contract.

8.7.3 Method of Payment

8.7.3.1 Contract Faculty

Pay dates for contract services shall normally be on the first working day of the month following the pay period in which it was earned. Assignments designated as 10-month assignments shall receive ten equal monthly payments; assignments designated as 12-month assignments shall receive twelve equal monthly payments.

8.7.3.2 Adjunct Faculty

Pay dates for adjunct assignments shall normally be on the tenth (10th) day of the month.

ARTICLE VIII - SALARIES (Continued)

8.7.4 Salary Deductions for Employees Serving Less than a Contract Year

A divisor for salary deduction will be used in calculating salaries for faculty serving less than their contract year. For full-time, 10-month instructors, the divisor shall be 175; for those working extended, 12-month assignments, 247.

8.7.5 Out-of-Class Assignment

Faculty temporarily assigned duties in a supervisory or management position may be granted an out-of-class assignment and entitled to receive an additional compensation additive equal to approximately 5% of their base salary or "A" Step of the range of the classification whichever is greater.

ARTICLE IX - LEAVES

9.1 DEFINITION OF IMMEDIATE FAMILY

Immediate family shall include:

- a. The employee's current spouse, domestic partner (as confidentially certified following approved District procedures), guardian, or ward, and any relative or person living in the employee's immediate household; and
- b. The employee and his/her current spouse's or domestic partner's mother, stepmother, father, stepfather, grandparent, child, grandchild, stepchild, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, stepbrother, and stepsister.

The above definition shall apply wherever reference is made to immediate family in this Agreement.

9.2 SICK LEAVE

9.2.1 Eligibility

Sick Leave benefits shall be available to all employees covered by this Agreement. Any time taken as Sick Leave, which, upon termination, does not have a sufficient accumulation from which to draw, shall be recovered from the employee. Leave taken under this Article that qualifies as Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA) shall run concurrently with leave provided under Section 9.4 of this Article (FMLA/CFRA).

9.2.2 Application for Benefits

All requests for leave shall be in writing, upon the appropriate form prescribed and provided by the District, and shall be filed with the immediate supervisor for each separate time reporting period. Upon return, the employee must file within seven (7) calendar days a completed form covering any leave taken which was not included in any previous applications. Physician's signature may be required on the prescribed form for leaves of any duration in cases of chronic absence and will be required on any leave over five (5) workdays. The statement shall contain the physician's prognosis for recovery.

ARTICLE IX - LEAVES (Continued)

9.2.3 Authorized Uses

Absence from duty because of illness, injury, medical or dental appointment, exposure to contagious disease, or disability due to pregnancy shall constitute proper uses of sick leave. Accumulated benefits may also be used for personal necessity, herein defined, and in connection with leaves arising from industrial accident and illness.

Family Necessity Leave – A maximum of forty-eight (48) hours of accrued, full-salary sick leave credit may be used in a calendar year. Proper uses of Family Necessity Leave are: absence from duty to care for the unit member’s sick child, parent, spouse, or domestic partner (as confidentially certified through the District’s Benefits Office).

Upon giving birth, the faculty member shall be eligible for six (6) weeks of continuous maternity leave [eight (8) weeks for C-section deliveries] without the need for a physician’s statement. Upon returning to work the provisions of 9.2.11 shall be followed. Those faculty members who do not have sufficient full-salary sick leave or those who prefer not to use their full-salary sick leave for the purposes of maternity leave may use half-salary sick leave for this six (6) or eight (8) week time period under the provisions of Section 9.2.6 of this Article.

9.2.4 Sick Leave Allowance

Employees with a full-time assignment shall accrue sick leave at the rate of one (1) day per month of service, beginning with the first month in which the employee begins work in the District on or before the fifteenth (15th) of the month. The accrual shall be proportionate to and for assignments less than full-time. Unused full-salary sick leave shall accrue without limitation. A permanent employee who resigns, and is rehired within thirty-nine (39) months of the last date of paid service, shall have all accumulated, unused full-salary sick leave credits restored.

Adjunct employees who become monthly employees shall have their full-salary sick leave converted to their contract assignment on the effective date of the contract. Monthly employees who also teach summer session and/or overload classes, and accrue hourly/adjunct sick leave, shall be eligible for sick leave privileges of both categories.

ARTICLE IX - LEAVES (Continued)

9.2.4 Sick Leave Allowance (Continued)

Effective on ratification of this Agreement or July 1, 2008, whichever occurs later, a contract employee who has both accrued contract sick leave and accrued hourly/adjunct sick leave may use leave from either accrued amount in the event of a qualifying absence, regardless of whether the absence is from contract or hourly/adjunct assignment. Unless the employee requests in writing that the leave be deducted from a specified accrual amount the leave will be deducted based on the assignment from which the employee is absent. However, the two accrual amounts will be calculated and maintained separately for all other purposes, including but not limited to service credit for retirement. Accrued adjunct/hourly sick leave does not count as service credit for retirement from contract status and vice versa.

NOTE: For purposes of accrual and usage, a full-day (100% paid assignment) shall be defined as eight (8) hours. Adjunct faculty shall earn sick leave at the rate of .057 multiplied by the hours worked each month.

9.2.5 Sick Leave Usage

1) Classroom Assignment

Sick leave usage for tenured/tenure track faculty will be calculated by multiplying the number of hours absent from the teaching assignment by 1.6.

For example:

- a) Sick for 5 hours of teaching = 5 times 1.6 = 8 hours of sick leave usage
- b) Sick for 2 hours of teaching = 2 times 1.6 = 3.2 hours of sick leave usage
- c) Sick for 3 hours of teaching = 3 times 1.6 = 4.8 hours of sick leave usage.

Adjunct faculty are charged sick leave on an hour-to-hour basis for the number of teaching hours for which they were absent.

Full-time tenured/tenure track faculty with an overload assignment are charged sick leave from their adjunct pool of hours.

2) Non-classroom Assignment

Tenured/tenure track and adjunct faculty on non-classroom assignments are charged sick leave on an hour-to-hour basis.

ARTICLE IX - LEAVES (Continued)

9.2.6 Half-Salary Sick Leave

Full-time employees shall have a potential of One Hundred (100) workdays of sick leave at half-salary. Absence for any portion of a workday shall be considered as one complete day of half-salary sick leave. The actual half-salary days awarded each year shall depend upon the number of full-salary sick leave days accrued. Half-salary days shall be awarded if the total of full-salary days does not exceed One Hundred (100) workdays, plus the current year's entitlement. Employees may continue on half-salary sick leave from one fiscal year to the next and shall be eligible for a new entitlement of half-salary sick leave annually.

Tenured/tenure track faculty who exhaust their contract sick leave may upon request utilize any hourly sick leave they have accumulated prior to being placed on half-salary sick leave status.

9.2.7 Transfer of Accumulated, Full-Salary Sick Leave

Employees who have previously worked for another California school district may have their previous sick leave balance transferred to the San Diego Community College District, providing each of the following conditions are met:

- a) Employment in the previous district as a certificated employee was for a period of one (1) calendar year or more.
- b) Employment with the San Diego Community College District began on or after September 17, 1965.

9.2.8 Extenuating Circumstances and Special Conditions

a) Quarantines

Employees who are unable to perform their duties due to legally established quarantines shall be entitled to the same leave as though they were personally ill, provided a certificate from the County Health Department is filed verifying the quarantine.

b) Illness Preceding Death

In the event of death of an employee while absent because of illness, application for sick leave benefits may be made by his/her estate, heirs, or dependents by filing a properly executed certificate in the name of the estate, heirs, or dependents, at any time within thirty (30) calendar days after death.

ARTICLE IX - LEAVES (Continued)

b) Illness Preceding Death (Continued)

NOTE: Only that period of illness immediately prior to and including the day of death of an employee is claimable as a sick leave benefit by the estate.

c) Illness While On Duty

Employees who report for duty and are unable to continue because of sudden illness will be counted as absent for the number of hours and minutes not worked. Minutes shall be a minimum of fifteen (15) minute intervals.

d) Work While Convalescing

During an illness or while convalescing, an employee may return to work only when fully cleared as prescribed in 9.2.11 for long-term illnesses. An employee may not work part of a day (other than the first day of the leave) and collect sick leave benefits for the remainder of the day. This section applies only to long-term illnesses and does not apply to those faculty who are ill during part of a workday.

e) Service Credit for Retirement

Service credit for retirement will be determined in accordance with provisions of the California Education Code and other applicable law, as amended from time to time. This includes, but is not limited to, the determination of credit for accumulated sick leave. Any instructor with unused Excess Sick Leave days may purchase additional service credit, in accordance with applicable law.

f) Termination of the Employment Relationship

If an hourly class closes, due to low attendance, lack of funding or other reason, sick leave benefits cease upon termination of the employment relationship. This situation should be distinguished from those in which the instructor severs the employment relationship before the end of the academic year. When an instructor severs the relationship, the District may deduct from the final check a prorated amount representing unearned sick leave.

ARTICLE IX - LEAVES (Continued)

9.2.9 Personal Necessity Leave

- a) A maximum of seven (7) workdays of accumulated, full-salary sick leave credit per fiscal year may be used for any of the following:
 - 1) Death or serious illness of a member of the immediate family as defined in Article IX. In the case of illness, there must be a need for the services of a physician and the immediate presence of the employee.
 - 2) Accident involving the employee's person or property, or that of his/her immediate family as defined in Article IX.
 - 3) Appearance in court as a litigant, or as a witness under an official order.
 - 4) Personal observances which are of such significance that to be absent from duty is a personal necessity.
- b) Absences for personal necessity may be taken in increments of one (1) hour, and shall not be granted during a scheduled leave of absence.
- c) Applications for personal necessity leave are to be submitted in writing to the site administrator five (5) working days in advance. In an emergency, (a personal event which an employee could not plan and had no control) applications for personal necessity may be made orally to the immediate supervisor and, upon return to duty, a completed application for benefits, prescribed and provided by the District, shall be filed.

9.2.10 Catastrophic Illness or Injury Leave

At the discretion of the District, this Section will sunset and become null and void ninety (90) days after the District serves notice upon SDAE of its intent to do so. Any catastrophic illness donation which is in process at the time of termination of this article will be completed.

Faculty members may contribute up to a maximum of forty (40) hours accumulated sick leave days (a minimum of eight [8] hours and in one [1] hour increments thereafter) per faculty contract year to another faculty member within the faculty unit. The parameters of the program are:

ARTICLE IX - LEAVES (Continued)

9.2.10 Catastrophic Illness or Injury Leave (continued)

- a) The illness/injury of the faculty member requesting the receipt of leave days must be serious (life threatening or expected to incapacitate him/her for an extended period of time) as verified by a physician. The District may require the faculty member who is incapacitated to undergo an examination by a physician selected by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability;
- b) The contributions will be on an individual solicitation basis by SDAE after the faculty member makes the need known to the SDAE union representative or her/his appropriate manager, who will then contact the affected faculty member's President and the Payroll Manager;
- c) The ill/injured faculty member must have exhausted all accrued full-salary paid leaves;
- d) Injuries or illness claimed for worker's compensation injuries, whether or not approved, shall be excluded;
- e) A maximum of thirty-five (35) additional paid sick leave days may be utilized by each faculty member per catastrophic illness/injury;
- f) Sick leave days donated will be paid at the salary level of the faculty member who receives such days;
- g) SDAE shall indemnify and save harmless the District, its officers and employees from and against any and all claims, demands, liabilities, damages, costs (including reasonable attorney fees and court costs), suits and administrative proceedings arising out of or connected with employees giving or receiving sick leave time for catastrophic illness or injuries.

9.2.11 Return to Work

- a) Not less than three (3) workdays prior to returning from leaves of thirty (30) calendar days or more, unit members must provide a written clearance of the attending physician indicating recovery, and fitness to resume a full range of normal duties as determined by management.

ARTICLE IX - LEAVES (Continued)

9.2.11 Return to Work (Continued)

- b) In cases of requests to return to work with temporary restrictions, the unit member must provide a detailed written medical statement not less than five (5) working days prior to the requested return date. The ability of the District to meet the request to return to work with temporary restrictions shall be determined by management.

If the unit member remains unable after sixty (60) calendar days to return to her/his full range of duties, the District will obtain the necessary evaluation of fitness for duty and essential functions of the position to determine the appropriate continued assignment.

9.2.12 Break In Service

- a) Military and Sabbatical Leaves are credited as continuous service.
- b) Employees who have had a break in service will be given credit only for the total months of service with the District, except that service broken for periods of less than ninety (90) calendar days shall be disregarded when computing the number of full months completed.
- c) Unpaid leaves in excess of ninety (90) calendar days shall be considered a break in service.

9.3 HOLIDAYS

- 9.3.1 All holidays shall be designated by the Board of Trustees by adoption of the District's Academic Calendar.

The parties recognize that this FMLA/CFRA/PDL language is based on an active body of law and as changes occur the law will prevail.

9.4 FMLA/CFRA QUALIFYING

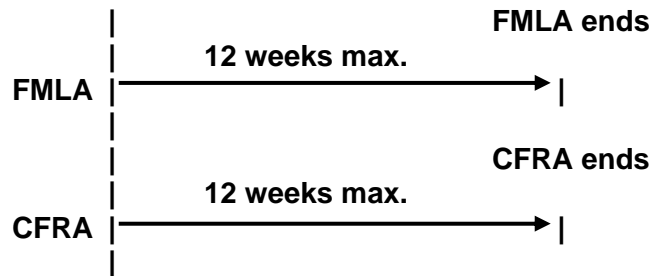
9.4.1 Definitions

- FMLA- Family Medical Leave Act administered by the United States Department of Labor.
 - CFRA – California Family Rights Act administered by the California Department of Fair Employment and Housing.
 - PDL – Pregnancy Disability Leave.
- CFRA and PDL each run concurrently with FMLA.

ARTICLE IX - LEAVES (Continued)

9.4.2 Conditions

FMLA and CFRA shall run concurrently, except in the case when PDL is used. All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/CFRA qualifying shall run concurrent with the leave provided for under FMLA/CFRA. The District has adopted the “rolling 12-month period” for determining eligibility. This means that the District will measure back 12 months from the date of the qualifying event. Unused FMLA/CFRA leave shall not accrue from 12-month period to 12-month period.



9.4.3 Eligibility

A unit member is eligible for a FMLA/CFRA leave if he/she: (1) has been employed for at least twelve (12) months (need not be consecutive); and (2) has a minimum of 1250 (twelve hundred fifty) hours of service (hours worked) in the twelve (12) month period immediately preceding the leave.

9.4.4 Notice

Unit members wishing to take family and medical leave must provide the District with at least thirty (30) days’ advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days’ advance notice is not practicable, the unit member must give the District notice as soon as practicable. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

ARTICLE IX - LEAVES (Continued)

9.4.5 Duration

FMLA/CFRA leave credit can be used up to a maximum of twelve (12) weeks per entitlement year. Leaves of absence taken in accordance with this Agreement may exceed twelve (12) weeks; however; nothing in this Agreement is intended to extend the provisions of the FMLA/CFRA. An employee's entitlement to leave for the birth or placement of a child for adoption or foster care expires twelve (12) months after the birth or placement.

9.4.6 FMLA/CFRA Qualifying Reasons

Leaves taken for the following reasons are "FMLA/CFRA qualifying":

- (1) The birth of a child of the unit member, and to care for the newborn child;
- (2) The placement of a child with the unit member for adoption or foster care;
- (3) Providing for the care of the unit member's parent, child, spouse or domestic partner who has a serious health condition;
- (4) Because of a serious health condition that makes the unit member unable to perform the essential functions of his/her position.

Unlike the FMLA, CFRA does not include pregnancy or related medical conditions within the definition of serious health condition (refer to Article 9.5).

9.4.7 Medical Certification

Unit members shall be required to furnish medical certification of the serious health condition that is the basis for the FMLA/CFRA leave. Failure to do so may result in delay in granting the FMLA/CFRA leave.

Medical certification required for the unit member's own serious health condition shall include:

- (1) The date when the serious health condition began;
- (2) The probable duration of the condition; and
- (3) A statement that due to the serious health condition, the unit member is unable to perform the functions of his or her position.

Medical certification required when the unit member requests leave for the care of the unit member's seriously ill child, parent, spouse or domestic partner shall include:

- (1) The date on which the serious health condition commenced;
- (2) The probable duration of the condition;
- (3) An estimate of the time the health care provider believes the unit member needs to care for the individual requiring the care; and

ARTICLE IX - LEAVES (Continued)

9.4.7 Medical Certification (Continued)

- (4) A statement that the serious health condition warrants the participation of a family member to provide care.

The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

9.4.8 Health Leave

A faculty member with insufficient sick leave or accrued employment time to qualify for sick leave, or who desires not to utilize accrued sick leave, may apply for health leave without pay. All requests for health leave must be accompanied by a physician's statement of incapacity, and return to duty is dependent upon evidence of recovery.

9.4.9 Parental Leave

A faculty member who is the parent of an infant up to the age of six (6) months, may be granted upon written request, a continuous leave of up to six (6) months without pay. This leave will run concurrently with the twelve (12) weeks provided under FMLA/CFRA.

9.4.10 Adoption/Child Placement Leave

A faculty member may be granted a continuous leave of up to four (4) months without pay in order to make final arrangements to adopt a child, or to arrange for the placement of a child of the faculty member in foster care. This leave will run concurrently with the twelve (12) weeks provided under FMLA/CFRA.

9.4.11 Family Medical Care Leave

A faculty member may be granted a continuous leave of up to four (4) months without pay to care for a parent, child, domestic partner, or spouse who has a serious health problem, or because of a serious health condition that makes the faculty member unable to perform the functions of the faculty member's position. This leave will run concurrently with the twelve (12) weeks provided under FMLA/CFRA.

ARTICLE IX - LEAVES (Continued)

9.5 FMLA/PDL QUALIFYING

9.5.1 Definition

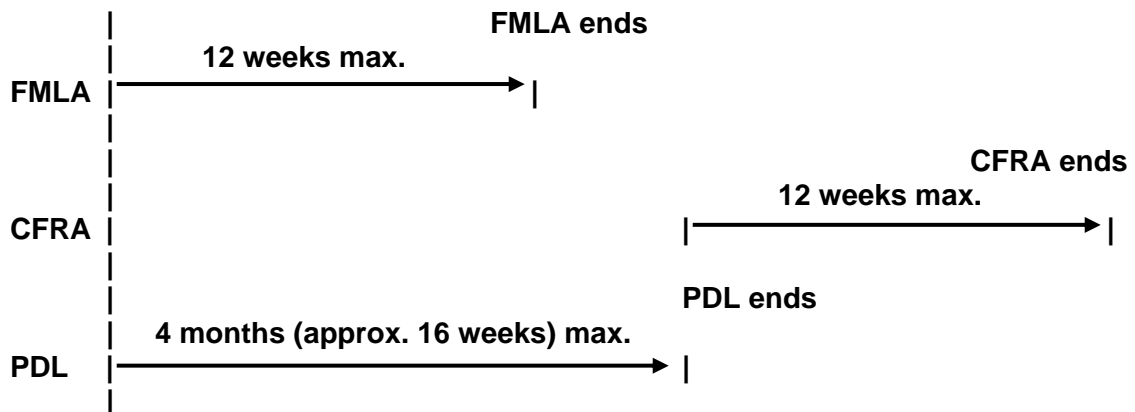
- FMLA – Family Medical Leave Act administered by the United States Department of Labor.
 - PDL – Pregnancy Disability Leave.
- These two acts run concurrently.

9.5.2 Conditions

A unit member affected or disabled by pregnancy related conditions, is eligible for an unpaid Pregnancy Disability Leave. PDL shall run concurrently with FMLA only.

All District-approved leaves of absence taken in accordance with this Agreement, paid or unpaid, that are FMLA/PDL qualifying shall run concurrent with the leave provided for under the FMLA/PDL. All other conditions noted in Article 8.1.2 shall apply.

Separately CFRA leave may, but need not, commence once the child is born. When the child is born, the woman has a choice of either continuing on FMLA/PDL until the disability period ends and then beginning CFRA bonding leave, or commencing CFRA bonding leave immediately. CFRA bonding leave need not be taken right after the baby is born but, if taken, must be concluded within one year of the child's birth.



9.5.3 Eligibility

Pregnancy Disability Leave is available to unit members upon the date of hire. PDL is available to unit members and will run concurrently with FMLA.

ARTICLE IX - LEAVES (Continued)

9.5.4 Notice

Unit members wishing to take FMLA/PDL must provide the District with at least thirty (30) days' advance notice before the leave is to begin if the need for the leave is foreseeable. If thirty (30) days' advance notice is not practical, the unit member must give the District notice as soon as practical. The notice to the District shall include the anticipated start date and the duration of the leave. Whenever a unit member provides notice to the District of the need for FMLA/PDL leave, the District is required to provide the unit member with a notice detailing the specific expectations and obligations of the unit member and explaining any consequences of the failure to meet these obligations.

9.5.5 Duration

The duration of the Pregnancy Disability Leave, including any paid leave taken due to pregnancy related disability, shall not exceed four (4) months. Leaves of absence taken in accordance with this Agreement may exceed four (4) months; however; nothing in this Agreement is intended to extend the provisions of Pregnancy Disability Leave as allowed by law.

9.5.6 FMLA/PDL Qualifying Reason

The qualifying reason is when a woman's pregnancy precludes her from performing her job (i.e. her absence from work is medically necessary because she is disabled by pregnancy).

9.5.7 Medical Certification

The District shall require medical certification of disability if the absence is longer than five (5) days. Medical certification shall include the date of disability and the probable duration of the disabling condition which may extend beyond the date of birth of the child. The District also may require that the unit member obtain subsequent recertification on a reasonable basis, such as upon the expiration of the period of leave originally estimated. The District also may require an employee on FMLA/PDL leave to report periodically on the employee's status and intent to return to work.

9.6 COMPENSATION

Leaves as described in this Section (9.4.6) are unpaid, except to the extent that paid accrued leave is used concurrent with these leaves.

ARTICLE IX - LEAVES (Continued)

9.7 MAINTENANCE OF HEALTH BENEFITS

The District shall maintain the unit member's health benefits coverage during the leave period as if the unit member were still actively working. This does not apply to faculty members covered under a COBRA qualifying event.

9.8 REINSTATEMENT

The District shall reinstate a unit member on leave as provided for by these sections (9.4 and 9.5) and the requirements of the law, to an equivalent position with the same pay and benefits, upon the unit member's timely return from leave. Leaves taken under these sections shall not be considered a break in service for purposes of tenure, promotion, seniority, or sabbatical leaves.

9.9 OTHER UNPAID LEAVES OF ABSENCE

- a) Professional Study Leave -- Requests for Professional Study Leave must be accompanied by an outline, in writing, of the plan that is to be followed and institution to be attended. In addition, a clear statement must be included in the request indicating the need for educational study and the potential value to the District upon completion of such study.
- b) Service To Other Public Agencies and Institutions -- Long-Term Leaves of Absence may be granted to employees to serve another public agency in some full-time capacity which will benefit the District and the employee. This leave may be used for exchange instructor assignments where the teacher's salary is to be paid by the other district, or by a foreign nation.
- c) Long-Term Military Leave (More Than Thirty (30) Workdays Per School Year) -- An employee shall be granted leave for the purpose of serving in the armed forces for an extended period of time. The leave may be renewed indefinitely except when the service commitment is voluntarily extended.
 - 1) Salary Entitlement (First Thirty (30) Days) -- An employee who has a minimum of one (1) year of prior service with the District shall receive his/her salary for the first thirty (30) days of ordered military duty. Pay for such purposes (deemed to be one (1) month's salary) shall not exceed thirty (30) days in any school year.

ARTICLE IX - LEAVES (Continued)

- 2) Return to The District -- An employee, upon release from active duty, shall have the right of reemployment at any time within six (6) months of the termination of the ordered service. However, the employee shall not be entitled to Sick Leave, Vacation, or salary for the period he/she was on leave, except as noted above.
- 3) Forfeiture of District Position -- An employee who voluntarily requests and obtains an extension of his/her tour of duty shall forfeit all rights of return to a position with the District.
- d) Travel Leave -- After ten (10) years of service to the District, an instructor may apply for a leave of absence for travel, without pay, for a period not exceeding one academic year, to be taken on a one-semester basis.
- e) Other Leaves -- An employee may be granted a long-term leave of absence for other reasons at the discretion of the Chancellor.

9.9.1 Length of Leave

Unpaid leaves of absence may be granted for periods up to a school year and may be extended on a year-to-year basis. The total period of leave may not exceed three (3) full school years in addition to any remaining portion of a year in which the leave began.

9.9.2 Salary Consideration

Salary step increases are allowed only for study leaves (where required units are earned), leaves to serve other public agencies, and military leaves.

9.9.3 Retention of Earned Sick Leave

Employees on long-term leaves of absence shall retain any prior sick leave which may have accumulated but shall not accumulate any additional sick leave rights during the leave period.

9.9.4 Return From Leave

At the expiration of a leave of absence, an employee shall be reinstated in a teaching position covered by his credential at the commencement of the leave of absence. Probationary certificated employees returning from pregnancy or military leave shall retain the tenure status which they had earned prior to the leave of absence.

ARTICLE IX - LEAVES (Continued)

9.10 SHORT-TERM PAID LEAVES OF ABSENCE

a) Parental Leave

- 1) Upon the birth of a child, or in order to make final arrangements to adopt a child, or to arrange for the placement of a child of the faculty member in foster care, an employee, upon verbal request, shall be granted two (2) days of leave without loss of pay. Upon return to duty, the employee must submit the appropriate leave request form.
- 2) A faculty member who is a parent of an infant up to age six (6) months, upon written request, shall be granted leave without pay for up to thirty (30) days.

Short-Term Parental Leave shall not be considered a break in service for purposes of promotion, seniority, or sabbatical leave. Faculty granted parental leave as defined above shall retain all employment benefits specified in Article XII of this Agreement.

b) Bereavement Leave

Absence without loss of salary for a period not to exceed three (3) consecutive working days (five (5) consecutive working days if destination is over Two Hundred (200) miles of travel one way) may be granted to an employee upon the death of a member of his/her immediate family as defined in Article IX of this Agreement, or any relative living in the immediate household of the employee.

- 1) Leave may be secured by verbal request, but requires the appropriate leave request upon return to duty.
- 2) Leave granted to eligible employees working summer assignments shall not be extended by the use of personal necessity leave.

c) Short-Term Military Leave

An employee shall be granted leave without loss of pay for the purpose of undergoing ordered preinduction physical examinations for the purpose of engaging in ordered, temporary military training not to exceed thirty (30) workdays per school year.

- 1) Ten (10) month employees who are members of military reserve units shall request their military active-duty training orders for periods when classes are not in session.

ARTICLE IX - LEAVES (Continued)

c) Short-Term Military Leave (Continued)

- 2) Short-term military leaves for active duty shall be granted during the school year only when satisfactory documentation is provided to show that the military requirements cannot be satisfied during non-assignment periods.
- 3) The leave request form shall be submitted with copies of official orders attached.

d) Leave for Court Appearances

When an employee is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted. The employee shall be paid the amount of the difference between the employee's regular earnings and any amount he/she receives as witness fees. The leave request form shall be submitted with a copy of the subpoena attached.

e) Leave for Jury Duty

Leave of absence shall be granted to any employee called for jury duty. Compensation shall be granted up to the amount of the difference between the employee's regular earnings and any amount as juror's fees, in excess of five (5) dollars. When responding to initial summons to determine eligibility for jury service, an employee shall be excused from duty without loss of pay. Any mileage fees received from the court shall be retained by the employee.

9.11 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

9.11.1 Eligibility

Industrial Accident and Illness Leave shall be available to all members of the bargaining unit immediately upon employment with the District as authorized by Education Code Section 88192, the Labor Code, and other applicable Workers' Compensation Laws. Leave taken under this Article that qualifies as Family Medical Leave (FMLA)/California Family Rights Act Leave (CFRA) shall run concurrently with leave provided under Article IX.

ARTICLE IX - LEAVES (Continued)

9.11.2 Definition

For the purposes of this Article, an Industrial Accident or Illness Leave shall be defined as disability absences resulting from an injury or illness, as determined to be a valid Workers' Compensation claim by the District's Workers' Compensation insurer or Claims Administrator. If a Workers' Compensation claim is denied, the affected unit member may appeal his/her claim to the Workers' Compensation Appeals Board pursuant to Sections 5270 et. seq. and Sections 5300 et. seq. of the Labor Code and other applicable laws.

9.11.3 Notification

The District shall provide unit members when first employed and annually thereafter, with written notification of their rights, benefits and obligations under Workers' Compensation laws including but not limited to unit members' rights pursuant to Title 8, Section 9782 of the California Code of Regulations, to select a medical care provider prior to a work-related accident or illness. The District shall post and keep posted in conspicuous locations frequented by unit members a notice of their rights, benefits and obligations under Workers' Compensation laws as per Title 8 of the California Code of Regulations, Section 9881. Other relevant notification requirements as specified by the Labor Code or the California Code of Regulations shall also apply.

9.11.4 Application for Industrial Accident and Illness Leave

A unit member shall report to his/her immediate supervisor any incident in the workplace that involves or may involve injury or illness immediately or as soon as possible after the occurrence.

Separate applications for leave shall be made to the unit member's immediate supervisor for each time reporting period only on the District provided leave form. Each application shall be accompanied by the treating medical provider's signed statement, either on the District's prescribed forms or on the medical provider's official stationery or appropriate form, specifying the duration of the leave.

9.11.5 Authorized Use

Industrial Accident and Illness Leave is provided by the District for the purpose of augmenting temporary disability payments during absences due to on-the-job injury or illness.

ARTICLE IX - LEAVES (Continued)

9.11.6 Leave Allowance

As authorized by Education Code 88192, the District provides a total of up to sixty (60) days of full pay leave for each industrial accident or illness commencing on the first (1st) day of absence. For the purposes of this Article, a full day of leave is equivalent to the unit member's usual workday. When an Industrial Accident or Illness Leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due him/her for the same illness/injury, but in no event shall the leave exceed sixty (60) days. Industrial Accident or Illness Leave shall not accumulate from year to year.

Industrial Accident Leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.

In the event that an absence has not been approved as a valid Industrial Accident or Illness Leave when the payroll for the unit member is being computed, the unit member's normal sick leave balance will be charged for any absences which have been supported by a physician's written statements. Upon subsequent notification that the absence has been accepted as an Industrial Accident or Illness the regular sick leave balance will then be adjusted to its previous balance.

9.11.7 Compensation

The District provides the unit member his/her regular salary during the first sixty (60) working days of each approved industrial accident claim commencing with the first (1st) day of absence. Thereafter, the unit member will have the option of receiving his/her regular pay utilizing any temporary disability allowance he/she is receiving combined with accumulated sick leave and/or days of half-salary sick leave. The amount of sick or other paid leave will be used only in the amount needed to provide the normal wage or salary. If the unit member chooses not to utilize any paid leave(s) he/she must notify the District Payroll Department in writing of this intent prior to the leave(s) being used.

In no event shall the unit member, for any period of disability, receive compensation greater than his/her normal salary.

A unit member on paid leave due to an industrial illness or injury is entitled to all salary increases he/she would normally receive.

ARTICLE IX - LEAVES (Continued)

9.11.7 Compensation (Continued)

Any drafts or checks received by the unit member representing temporary disability benefits payable under the Workers' Compensation laws for a period of disability for which the unit member is receiving full salary shall be endorsed and given to the District.

Approved costs related to medical care, temporary and permanent disability payments, job displacement benefits, travel expenses and death benefits shall be paid as required by law.

9.11.8 Leave Available Upon Expiration of Accident Leave

Sick leave may be used in the following order:

- a) The sixty- (60) days' accident leave is paid first.
- b) All regular full-salary sick leave is paid next.
- c) Half-salary sick leave and money from temporary disability allowance is paid next.
- d) After all paid benefits are exhausted, the employee receives any remaining temporary disability benefits directly from the District's workers compensation claims administrator, and the employee may be placed on long-term health leave without pay.

9.11.9 Return to Work

Prior to returning from a work-related injury or illness, unit members must provide a written clearance from the treating physician indicating fitness to return to work. The District may require at its expense a medical evaluation prior to the unit member's return to work. If necessary the District shall provide a description of job duties to the physician(s) for use in determining the unit member's fitness to return to work

Upon return to work, the unit member shall file within five (5) days for any remaining leave taken and not covered under previous applications.

Return to work with work restrictions shall be at the discretion of the District.

ARTICLE IX - LEAVES (Continued)

9.11.10 Unpaid Health Leaves

After all paid leaves have been exhausted, and the unit member is not medically cleared to report to work, the unit member may request an unpaid leave. Approval of such request shall be at the discretion of the District.

9.11.11 Absence Beyond Expiration of All Leaves

- a) When all available paid or unpaid leaves of absence have been exhausted and the unit member is not medically cleared to resume the regular duties of his/her position, the unit member shall either retire, if eligible, resign, or be dismissed for reasons of health. The unit member's name shall be placed on a reemployment list for a period of thirty-nine (39) months.
- b) If the unit member is medically cleared by the District during the thirty-nine (39) month period, the unit member shall be reemployed in a vacant position in the class of his/her previous assignment over all other available candidates, except for a reemployment list established because of lack of work or lack of District funds. A unit member who has been medically cleared by the District for return to duty, and is not placed in a regular position or who refuses to accept an appropriate assignment, shall have his/her name removed from the reemployment list upon expiration of the thirty-nine (39) month reemployment period.
- c) A unit member unable to return to work in his/her regular assignment or whose position cannot be modified shall be notified of and entitled to job displacement benefits as prescribed by law.

9.11.12 Reconciliation of Leaves

Upon return to duty, following medical clearance, the money value of any disability payments in excess of the sixty (60) day leave allowance shall be converted to regular full-pay sick leave that the employee has used as a result of the industrial injury or illness, and the appropriate hours credited to the employee's account.

9.11.13 Absence from State

Any unit member receiving benefits as a result of this Section, shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

ARTICLE IX - LEAVES (Continued)

9.12 SABBATICAL LEAVE

9.12.1 Eligibility

- a) Permanent certificated employees shall be eligible for a sabbatical leave after six (6) consecutive years of contract service in the District. Faculty who have completed a sabbatical leave are re-eligible to apply for another sabbatical leave upon completion of each additional six (6) consecutive years of service. However, time spent on sabbatical leave may not be included in any such six (6) year period.

Leave options include:

- 1) One (1) contract year at fifty (50%) percent of the contract salary.
 - 2) One half-year at full (100%) of the contract salary.
 - 3) Two (2) half-years within a thirty-six (36)-month period at fifty (50%) percent of the contract salary.
- b) The District shall publish the availability of sabbatical leaves annually, and with such publicity as to reasonably ensure that all eligible faculty are informed.

9.12.2 Applications for Leave

Applications shall be in writing, upon the form prescribed and provided by the District, and shall be filed with the site dean in accordance with the following deadline:

February 15 -- For a single semester or full school year sabbatical leave during the academic year beginning the following fall.

Applications shall include a complete outline of the proposed sabbatical programs, a statement of the way in which the program shall benefit the District and students, and the time period requested for the sabbatical (fall semester, spring semester, or full school year). The objectives of the proposed program should be realistic and attainable, and the expected benefits to the District and students should be tangible and subject to verification. Any changes proposed in this plan by the applicant after the leave has been approved shall immediately be submitted to the President in writing since the applicant is held responsible for completing the approved sabbatical program.

ARTICLE IX - LEAVES (Continued)

9.12.3 Number of Leaves

Unless specifically authorized by the Board of Trustees, no more than three and a half (3 1/2%) percent of the total certificated contract employees shall be on leave during any one (1) contract year. Sabbatical leaves are subject to Board approval.

Final distribution of sabbatical leaves between the semesters is at the approval of the President after considering program needs.

If insufficient sabbatical leave applications are received by February 15th or if the sabbatical committee determines that there are insufficient quality applications to justify the awarding of the number of sabbaticals authorized, the reallocation of the dollars set aside during the budget process for sabbaticals for the following academic year will be made collectively by Continuing Education management and SDAE.

9.12.4 Types of Leaves

Applications will be evaluated in terms of the following priorities. However, an application with significantly higher merit will not be disregarded in favor of one which falls within a higher priority.

First Priority

Highest priority in consideration of sabbatical leaves will be for those faculty who are applying for a retraining. Retraining is defined as the upgrading or the acquisition of knowledge and skills to assist the faculty member to move into a new area of instruction because his/her former area has declined and is, therefore, being phased out; or, it is the acquisition of new knowledge and skills in order to bring the particular instructional program up to date with current practices in industry or current knowledge of the discipline.

Second Priority

Applicants on study leaves are expected to carry a full program of academic work. The application should include the name of the institution which will be attended, the number of units which will be carried, the types of courses which will be taken, the degree which will be received, if any, etc. Prior to submitting the request for leave, the faculty member should have determined personal eligibility for admission to the training institution and done as much preplanning as possible regarding his/her program. Ineligibility for admission to the named training institution will result in the cancellation of the sabbatical leave.

ARTICLE IX - LEAVES (Continued)

Third Priority

Applicants on independent research leaves are expected to accomplish an amount of work equal to a full-time study program. Applications for research leaves should include a description of the research project which will be undertaken, the use which will be made of the information, the way in which the research will be completed, the contacts which will be made, and the way in which these contacts will be made, the specific itinerary, if any, schedule of activities, and other pertinent information. A person wishing to follow a research program should discuss his/her intentions with the President and should determine the following before submitting the request: (1) Will the research, when completed, actually be of value to the District, and (2) Is such research already available in another research project or in the literature?

9.12.5 Leave Conditions

- a) Applicants on study leaves are expected to carry a full program of academic work related to the area of teaching and from an accredited institution of higher education. A full program of work is defined as fifteen (15) hours of undergraduate credit, nine (9) hours of graduate credit, or twelve (12) hours of credit if the courses are a combination of the two levels of work. Individuals applying for a sabbatical who have less than a 100% contract will be expected to carry a course load equivalent to their percent of a full contract.
- b) Training taken from educational providers that have not sought accreditation may be included as a part of a study leave, but justification for the selection must be provided and the final decision as to the validity of the inclusion will rest with the sabbatical committee. If approval is given to include training from a non-accredited institution, such training time will be converted to semester credits on the basis of forty-eight (48) hours of training equals one semester credit.
- c) All courses taken for college credit must be taken for a grade. No courses can be taken in the following grading modes: 1) pass/no pass; 2) credit/no credit; 3) audit.
- d) Successful applicants who receive less than a 100% sabbatical leave may receive adjunct assignments so long as the total combined assignment (sabbatical and work) does not exceed 100% of their normal contract percentage.

ARTICLE IX - LEAVES (Continued)

9.12.5 Leave Conditions (continued)

- e) The application should include the name of the institution to be attended, the number of units to be carried, the types of courses to be taken, the degree to be sought, if any, et cetera. Prior to submitting the request for leave, the employees should have determined their eligibility for admission to the training institution and done as much preplanning as possible regarding their program.
- f) Applicants on independent research leaves are expected to accomplish an amount of work equal to a full-time study program. Applications for research leaves should include a description of the research project to be undertaken, the use to be made of the information, the way in which the research will be completed, the contacts to be made and the way in which these contacts shall be made, the specific itinerary, if any, and other pertinent information. Persons wishing to follow a research program should discuss their intentions with their dean and should determine the following before submitting the request:
 - 1) Will the research, when completed, be of value to the District?
 - 2) Is such research already available in another research project or in the literature?
- g) Credit for industry-certified training hours will be granted in accordance with Article VIII, Section 8.6.3.

9.12.6 Compensation

- a) Compensation for employees on sabbatical leave shall be at their contract salary. The employee shall receive the benefit of any service increment and/or salary reclassification entitlement had the employee remained in active service. All fringe benefits shall continue.
- b) Every employee, as a condition to being granted a leave, shall agree in writing to render a period of service in the employ of the District following his/her return from the leave of absence equal to twice the period of the leave.
- c) The employee may elect to receive compensation under either of the following options:

ARTICLE IX - LEAVES (Continued)

9.12.6 Compensation (continued)

- 1) Option 1 -- If the leave is for a period of one year, the employee may receive compensation in two equal installments at the end of the first and second year of service rendered in the District following return from leave; if the leave is for a period less than one year, the employee may receive the total compensation at the end of the first year of service rendered in the District following return from leave.
 - 2) Option 2 -- Regardless of the length of leave, the employee may receive compensation in the same manner as if he/she had remained in active service.
- d) An employee who has completed a sabbatical leave and who leaves the District before fulfilling the service obligation shall reimburse the District in the amount due for the portion of the unfulfilled obligation no later than the last day of employment with the District.

The employee must post a suitable bond indemnifying the District against loss in the event the employee fails to render the agreed-upon period of service in the employ of the District upon return of the employee from the leave of absence.

- e) In order to ensure receipt of monthly warrants, Human Resources must be notified in writing by the employee of the current mailing address to which the warrants are to be forwarded.
- f) Time on sabbatical leave shall be counted as regular service for purposes of salary advancement or reclassifications on the contract salary schedule; while for retirement purposes, it shall be counted as half-time if a full-year leave, or full-time if a half-year leave. (An employee on a full-year sabbatical leave may elect to pay the difference between half-year and full-year status for retirement purposes, in which case the leave shall count as full-time for retirement purposes.)
- g) Outside employment during the period of sabbatical leave must be approved by the President.

ARTICLE IX - LEAVES (Continued)

9.12.7 Accident or Illness

Interruption of the program by serious accident or illness during a sabbatical leave, evidence of which is required, shall not prejudice an employee with regard to the fulfillment of the conditions under which the leave was granted, nor affect the amount of compensation to be paid each employee under the terms of such sabbatical leave. However, the President must receive prompt notification of such accident or illness. It is the responsibility of the President to communicate such change in leave plans to the Assistant Chancellor, Human Resources and Administrative Services.

In case of death of the individual while on leave, his/her estate shall not be required to fulfill the conditions upon which the leave was granted, but payment of salary by the District shall cease upon such death.

9.12.8 Return to Service

- a) At the expiration of the sabbatical leave, and in the absence of any mutual agreement between the employee and District, the employee shall be reinstated in a contract position equivalent in duties and salary to that held by him/her at the time of the granting of the leave of absence. In most instances, it should be possible to determine in advance that the best interests of the District shall be serviced by placing the sabbatical leave recipient in the same assignment held prior to the granting of the leave. Human Resources shall notify the employee replacing the employee on sabbatical leave, in writing, that the assignment shall be only for the duration of the sabbatical leave.
- b) Not later than six (6) weeks after return to duty each employee returning from leave shall file with the President, for review by the Continuing Education Program's Professional Development Committee, evidence that the objectives stated in the application have been met. The employee shall not be considered as having completed the requirements of the sabbatical leave until this evidence has been verified by the Continuing Education Program's Professional Development Committee, the President, and approved by the Assistant Chancellor of Instructional Services.
 - 1) Evidence of fulfillment of a formal study leave is an official transcript showing all courses completed and degrees granted; additional credentials obtained should be registered.

ARTICLE IX - LEAVES (Continued)

9.12.8 Return to Service (continued)

- 2) Evidence of fulfillment of an independent research leave is an original typewritten report in thesis form and plans for application of research findings in ways beneficial to the District and student.
- 3) Evidence of fulfillment of a travel leave is an original typewritten report which shall include:
 - a) A brief description of places visited and the dates of visits.
 - b) Names of people interviewed and dates of interviews, if applicable.
 - c) A detailed description of information, experiences, or materials acquired which relate to personal professional development and which are planned for translation into curriculum or course content changes, modified teaching techniques, curriculum or course instructional materials, or other changes which are designed for the benefit of District and students.
 - d) After review and recommendation by the Continuing Education Program Professional Development Committee, the Continuing Education President reviews evidence submitted by employee.
 - e) The Continuing Education President recommends approval or disapproval of fulfillment of employee's leave objectives to the Assistant Chancellor of Instructional Services, for transmittal to the Chancellor.

9.12.9 Failure to Complete Sabbatical Plan

Any employee who fails to successfully fulfill the conditions of their sabbatical, as determined by Continuing Education's Professional Development Committee, will be ineligible to apply for any future sabbatical leaves.

ARTICLE X - PERFORMANCE EVALUATIONS

10.1 Purpose of Evaluation

The purpose of administrative, peer, and student evaluation of faculty shall be to assess teaching effectiveness, to encourage professional growth, and to make informed decisions regarding retention, tenure, promotion, and salary advancement whenever appropriate.

Representatives from the District, SDAE, and Faculty Senate will collaboratively review and modify the current faculty instrument, student instrument, and process to ensure adequate and appropriate feedback to faculty.

10.2 Employees to be Evaluated

Contract employees and adjunct employees, of other than fee-based classes, with a twelve (12) hour per week teaching assignment shall be evaluated on an individual basis by a set of reasonable and specific performance standards which are established for classroom instructors and non-classroom instructors. These standards will be developed collaboratively by the District and representatives of the union.

10.3 Frequency of Evaluation

10.3.1 All tenured faculty shall be formally evaluated at least once every three (3) years. Probationary faculty shall be evaluated each year. Adjunct faculty assigned 50% (fifty percent) or more of a full time assignment shall be evaluated every three (3) years. All other faculty will be evaluated as needed on an informal continuous basis.

10.3.2 Nothing contained in this section shall preclude the initiation of a supplemental evaluation if deemed necessary or appropriate by the supervisor. Frequent evaluations shall not be used to harass employees.

10.4 Evaluation Process

10.4.1 In the evaluation process there are four (4) possible sources of input to the assessment of the employee's performance.

- a. A self-evaluation
- b. Peer evaluation/s, one (1) or more
- c. Administrator evaluation/s, one (1) or more

10.2 Amended 9/9/08

ARTICLE X - PERFORMANCE EVALUATIONS (Continued)

10.4 Evaluation Process (continued)

- d. Student evaluations for classroom assignments; student/client evaluations for nonclassroom assignments which require the advising of students; no student evaluations for nonclassroom assignments that do not require advisement. If student or client evaluations are utilized in the evaluation of a faculty member, these evaluations must be administered by an individual who is not a party to any other portion of the evaluation i.e. the administrator, instructor/advisor, or peer evaluator. In cases where there is a question as to whether student evaluations are appropriate, the decision will be made by a committee composed of the faculty member, the site administrator, the site Instructional Leader and on other Instructional Leader.

10.4.2 In the case of all faculty except probationary faculty three (3) or the four (4) sources must be used. The sources of input to be used are at the discretion of the site administrator after consultation with the faculty member being evaluated, but if a peer evaluation is selected the peer must be selected by both the faculty member and the site administrator. One (1) or two (2) observations by the site administrator and one (1) observation by the other evaluators will be scheduled for the evaluation for adjunct and restricted contract faculty. Faculty members have the right to receive a second observation by the site administrator upon the faculty member's request.

10.4.3 In the case of probationary faculty all four (4) sources must be used and the "peer" evaluation will be conducted by the faculty member's Instructional Leader. If the faculty member objects to their own Instructional Leader conducting the evaluation, and provides written reasons to the Professional Policies and Review Committee, the committee may recommend an alternate Instructional Leader to the President of Continuing Education. Two (2) observations by the site administrator and one (1) observation by the Instructional Leader will be scheduled for the evaluation of probationary faculty.

10.4.4 Student evaluation for classroom assignments; no student evaluations for non-classroom instructor assignments.

ARTICLE X - PERFORMANCE EVALUATIONS (Continued)

10.5 Evaluation of Continuing Education Certificated Staff

10.5.1 After separate evaluations have been completed and collected, a face-to-face conference with the appropriate administrator shall be scheduled with each employee to discuss the proposed evaluation and recommendation(s). The employee may have, upon request, and only when discipline will be discussed as a part of the performance evaluation, a SDAE/AFT representative present at the conference.

10.5.2 A second evaluation may be made by the President of Continuing Education or his designee. Evaluations made by the site administrator and the President of Continuing Education or his designee must be sent to the employee and placed in the District personnel file by March 15 of the rating year.

ARTICLE XI - TRAVEL AND AUTOMOBILE COMPENSATION

11.1 Travel Outside and Inside the District

11.1.1 Faculty members shall be entitled to reimbursement for approved travel related to conference, field trips, workshops, or other District-related activities. Approval must be granted by the President of Continuing Education or his designee prior to any trip.

11.1.2 Vehicular Travel and Reimbursement

Faculty members may use District vehicles for travel for District-related activities or on District business within the State of California and outside the state at the discretion of the District.

Faculty members shall be entitled to reimbursement for required travel for District-related activities. Prior approval must be granted by the President of the Continuing Education program or his/her designee.

Effective January 1, 2008, a unit member required to use his/her vehicle on District business shall be reimbursed at the prevailing IRS rate per mile for all actual miles driven on behalf of the District, provided, however, that the total reimbursement for any single trip shall be limited by the current rate of coach air fare.

ARTICLE XII - FRINGE BENEFITS

12.1 Premium Payments

The District and SDAE agree to join VEBA effective January 1, 1994.

Effective January 1, 1999, the District will contribute the cost of medical, dental, and vision benefits for domestic partners (on the same basis as dependents), as defined by VEBA rules, who are enrolled by eligible tenured/tenure track faculty.

Effective January 1, 2002, the District will increase its maximum contribution to the premium costs for medical, dental and vision plan coverage described herein, to the maximum amount it contributes for comparable coverage for the Management employee unit.

Contract Faculty

Effective January 1, 1999, the premium of \$11.30 per month shall be paid by the District towards the cost of \$50,000 (fifty thousand dollars) term life insurance for contract faculty. The premium of up to \$.36 per \$100 salary per month shall be paid by the District towards the cost of group, long-term, disability insurance for contract faculty with less than five (5) years of service. Contract faculty as defined in this Article shall mean certificated contract Continuing Education faculty who are assigned fifty percent (50%) or more, and in a paid status, of a full-time equivalent position.

During the life of this Agreement, the District will increase the premium rates for faculty medical, dental, and vision to the amount that it contributes for the management employees' unit. Contract faculty electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference through monthly payroll deductions.

Retirees

- a) During the life of this Agreement, the District will increase the premium rates for retiree faculty medical to the amount that it contributes for the management employees' unit for all retirees assigned at least a fifty percent (50%) contract at the time of retirement, who have worked for the San Diego Community College District for a minimum of twenty (20) contract years and are between the ages of sixty (60) and sixty-four (64), inclusive.
- b) Eligible retirees electing to participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of electronic debits or checks at least one (1) month in advance.

ARTICLE XII - FRINGE BENEFITS (Continued)

Retirees (continued)

- c) Retirees who do not meet the qualifying criteria defined in 12.1 a) above may continue to participate in the medical plan option of their choice by paying premiums to the District in advance.

12.2 Adjunct Faculty with Sixty Percent (60%) Assignments

During the life of this Agreement, the District will increase the premium rates for adjunct faculty medical, dental, and vision to the amount that it contributes for the management employees' unit for all adjunct instructors teaching fifteen hours per week for six (6) consecutive months.

Such adjunct instructors who participate in a plan option which exceeds the District contribution shall be required to contribute the difference in the form of deposits at least one (1) month in advance.

Eligibility is after qualification and completion of an enrollment application the first of the following month, unless the adjunct instructor is hired on the first of the month. Summer sessions are not considered for qualification purposes. If the teaching load falls below the sixty percent (60%) minimum, the adjunct instructor may continue to participate in the benefits program on a shared premium basis as described in 12.3 and 12.4.

12.3 Adjunct Instructors with 750 Clock Hours

Effective January 1, 2005, shared premium program will no longer be offered to adjunct faculty. Those adjunct who currently participate in the shared premium program, as described below, or who enroll in the November 2004 Open Enrollment Program will be allowed to continue.

Adjunct instructors qualify to participate in the group medical plan of their choice on a shared premium basis if they have provided service with the District during each of the three (3) previous school years and have served for at least seven hundred and fifty (750) clock hours. Eligibility commences on January 1st of the year following the open enrollment period.

This option does not apply to dental and vision insurance.

Effective January 1, 2005, current faculty who participate in the pre-payment of medical insurance premiums shall remit those premiums as follows:

1. The faculty member shall remit a full month's premium prior to December 15.

ARTICLE XII - FRINGE BENEFITS (Continued)

12.3 Adjunct Instructors with 750 Clock Hours (continued)

2. During each of the following months the faculty member shall remit a monthly payment which shall be equivalent to the faculty member's average monthly percentage cost during the past two (2) years.
3. Following the benefit year, payments shall be adjusted and the employee shall either apply any overages to the next year's program or shall remit any balance due. The payment of all premiums shall be done by direct debit to the faculty member's checking or savings account. Any refunds due the faculty member will be made upon the resignation from the program.

Example Background:

Benefit rates are based on a .60 FTE assignment, which equates to 525 clock hours for the Fall & Spring Semesters. For this example, .60FTE equates 100% of the benefit cost. The District will use clock hours when calculating benefit premiums. The benefit year is January 1 – December 31.

Example Scenario:

1. In this scenario, the total monthly benefit premium is \$500. Historical data shows faculty member has maintained an average of .45 FTE assignment over the past two (2) years (394 clock hours). This equates to 75% of the 100% benefit cost (394 clock hours divided by 525). This has averaged to a cost to the District of \$375 per month and to the Employee \$125 per month.
2. In Spring and Fall 2005 the faculty member has a .48 FTE assignment (420 clock hours). This equates to 80% of the 100% benefit cost (420 clock hours divided by 525).
3. December 15, Employee pays \$500 for first month's full premium.
4. Each month thereafter in the benefit year, Employee pays \$125, which equates 25% of the benefit cost and District pays \$375, which equates 75% of the benefit cost.
5. At the post-year-adjustment review, the payment is recalculated based on the past year's average of .48 FTE assignment. The Employee is accountable for 20%, which equates \$100 per month, yet has paid \$125 per month. Therefore the Employee has overpaid the difference of \$25 per month x 12 months = \$300. This amount will be applied to the following year's premium.

ARTICLE XII - FRINGE BENEFITS (Continued)

12.4 Adjunct Instructors Not Eligible for 12.2 or 12.3

Effective January 1, 2005, this program will no longer be offered to newly subscribing adjunct faculty. Those adjunct faculty who currently participate in this program as described below will be allowed to continue. Those provisions under 12.3 for the prepayment of medical insurance premiums shall also apply to this section 12.4.

Adjunct instructors teaching a minimum of twelve (12) hours per week qualify for participation in the group medical plan option of their choice on an employee-paid premium basis. Eligibility commences on January 1st of the year following the open enrollment period and premiums will be prepaid monthly to the District.

12.5 Options Available

The District shall provide to each eligible employee a choice, including at least one Health Maintenance Organization (Independent Practice Association) Plan option, of comprehensive group medical plan options during open enrollment periods.

12.6 Benefits Advisory Committee

There shall be established a District Benefits Advisory Committee, the secretary of which shall be the District Benefits Technician. Each exclusive agent shall be entitled to one (1) representative on the committee. The committee shall review existing benefit programs and make recommendations to individual units regarding possible changes to be implemented by the District. The committee shall meet as needed per semester.

12.7 Reduced Load - Early Retirement

On the approval of the Board of Trustees, faculty members shall be granted the option of sixty percent (60%) reduced load-early retirement, or allowed the reduction to a minimum of fifty percent (50%) reduced load-early retirement, under the following rules:

12.7.1 The faculty member must have reached the age of fifty-five (55) prior to reduction in workload.

12.7.2 The faculty member must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment. If a faculty member was on a Board-approved paid leave of absence at any time during the immediately preceding five (5) years, such leave of absence will be counted as full-time employment.

ARTICLE XII - FRINGE BENEFITS (Continued)

- 12.7.3 The option of part-time employment may be exercised at the request of the faculty member and can be revoked only with the mutual consent of the Board and the faculty member. Participation in this program is limited to five (5) years. Retirement is mandatory at the end of that period.
- 12.7.4 The faculty member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- 12.7.5 Leave of absence benefits shall be reduced by fifty percent (50%).
- 12.7.6 The part-time employment shall be the equivalent of one-half of each regular workday of service required by the faculty member's contract during his/her final year of service in a full-time position (unless there was an atypical assignment during that year), or full-time service the first or second semester of an academic year, provided that in the event the faculty member elects full-time service during the second semester, he/she shall be required to furnish a third-party surety bond at his/her own expense indemnifying the District for all benefits and retirement contributions paid by the District in the event he/she does not render paid service during the second semester.
- 12.7.7 Contributions to the State Teachers' Retirement System shall continue at the full salary amount.
- 12.7.8 A professor may continue his/her Professor assignment at reduced load.

12.8 Annual Open Enrollment

The open enrollment period for enrollment or changes in group insurance will be held once annually as announced by the District Benefits Services Office.

12.9 District Flex Plan

District agrees to implement January 1, 1989, Internal Revenue Code Section 125 for its monthly employees. This code allows employers to structure benefit plans to provide options to its employees. Employees in qualified plans are allowed to earmark pre-tax dollars toward specific uses for health and dependent care. District offers employees participation in its Flex Plan for health care premiums, health care expenses, and dependent care expenses. Amounts included in the Flex Plan would not be subject to federal, state or social security taxes.

Adjunct faculty may participate in Flex Plan premiums only.

ARTICLE XII - FRINGE BENEFITS (Continued)

12.9 District Flex Plan (continued)

It is understood that the District has made no representation regarding tax or other consequences of the Flex Plan with regard to any particular employee or group of employees and that any questions by any employee should be directed to his or her personal financial, legal, or tax advisor.

12.10 SDAE shall have the right to appoint a representative to serve on the VEBA Advisory Committee which meets twice each year.

12.11 Effective January 1, 2000, the formula for calculating retirement service credit for classroom adjunct faculty will be based on an 875-hour base and for non-classroom adjunct faculty will be based on a 1400-hour base:

CLASSROOM Example:

1. To determine the full-time equivalent for adult education based on the minimum standard of 875 hours plus the requirement for an additional 20 minutes, multiply the base hours by the conversion
 $875 \text{ (instructional hours)} \times 1.333 \text{ (conversion factor)} = 1,166 \text{ hour full-time equivalent}$
2. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent
 $\$33.13 \text{ (hourly rate)} \times 1,166 = \$38,629.58 \text{ (annual earnable)}$
3. To calculate service credit, divide the amount of earnings by the annual earnable
 $\$23,191 \text{ (earnings)} / \$38,629.58 \text{ (annual earnable)} = .600$

NONCLASSROOM Example:

1. To calculate the annual earnable multiply the hourly pay rate by the full-time equivalent
 $\$32.57 \text{ (hourly rate)} \times 1,400 = \$45,598 \text{ (annual earnable)}$
2. To calculate service credit, divide the amount of earnings by the annual earnable
 $\$27,358.80 \text{ (earnings)} / \$45,958 \text{ (annual earnable)} = .600$

12.12 Employees covered under the District-paid medical plan who have a life threatening illness or injury as verified by a physician and who are otherwise not eligible to continue in the plan will have their District-paid medical plan through the end of that current semester or summer session.

ARTICLE XIII - ADJUNCT FACULTY ANCILLARY ACTIVITIES/PROFESSIONAL DEVELOPMENT

ADJUNCT FACULTY ANCILLARY ACTIVITIES

- 13.1 Applicable law establishes that any person who is employed to teach classes for not more than 60 percent (60%) of the hours per week, considered a full-time assignment for regular employees, be classified as an adjunct faculty member and shall not become a contract employee under applicable law.
- 13.2 Applicable law provides that service in ancillary activities by persons employed under this section, including, but not necessarily limited to, governance, staff development, grant writing, and advising student organizations, shall not be used for purposes of calculating eligibility for contract or regular status. The District has right of assignment of all ancillary service activities and will determine eligibility and compensation and/or stipends for such activities. Activities and expectations will be determined in writing before the assignment begins and will be approved by the Continuing Education President or designee. In accordance with this section, SDAE agrees that it will not support or pursue claims of employees to become contract employees based upon their acceptance and fulfillment of ancillary activities assignments as defined in this Article.
- 13.3 Compensation may include either a stipend or paid release time. The total cost of compensation under this Article will not exceed \$10,000 (ten thousand dollars) per fiscal year from non-grant funds plus no more than \$40,511 (forty thousand five hundred and eleven dollars) from the SDAE share of 2006-07 growth money under the RAF. Time spent on ancillary activities as defined under this Article beyond the cost limit will not qualify for compensation.
- 13.4 For purposes of this Article, the following more specifically defines the areas of ancillary activities:
- a) Governance: This includes participation in the formal governance process and structure of Continuing Education, including assignment to a standing governance committee, a special governance assignment, or other governance activities outside those covered by other articles of this contract.
 - b) Staff Development: This includes participation in Continuing Education training and professional development activities such as pre-approved department training, and professional development activities supporting broad-based strategic themes, research and development of new Continuing Education curricula, and other professional development activities outside those covered by other articles of this contract. For purposes of Ancillary Activities, Staff Development does not include activities by faculty which are eligible for classification as FLEX activities.

ARTICLE XIII - ADJUNCT FACULTY ANCILLARY ACTIVITIES/PROFESSIONAL DEVELOPMENT

- c) Grant Writing: This includes participation in pre-grant workshops, grant meetings and presentations, grant research and development, grant writing, and other approved grant activities outside those covered by other articles of this contract.
- d) Advising Student Organizations: This includes activities of development and advisement of Associated Student Government in organization, management, and leadership, and other activities outside those covered by other articles of this contract.

13.5 Applications must be submitted on a District form no later than four (4) weeks prior to the proposed start date of the assignment. The application and any potential grant funding sources will be reviewed by the President's designee and an SDAE official. Any disagreement regarding approval/disapproval will be submitted to the President for final decision. Decisions under this Article are not subject to the grievance procedure.

13.6 PROFESSIONAL DEVELOPMENT ACTIVITIES FOR ALL CONTINUING EDUCATION FACULTY

13.6.1 In the event there are unused sabbatical leaves as specified in Article 9.12.3, the unallocated sabbatical funds shall be re-allocated for professional development and travel and conference activities for all Continuing Education faculty.

13.6.2 Faculty interested in applying for these funds must first seek approval from their department chair and dean. Requests will then be forwarded to the Continuing Education Academic Senate Professional Development Committee for final approval.

13.5 Sideletter Amendment 1/14/09
Article 13 Amended 12/17/09

ARTICLE XIV - CALENDAR COMMITTEE

14.1 Annual Meetings

The Calendar Committee shall meet annually to review calendar proposals from all interested parties and make recommendations to the Chancellor and the Board of Trustees. The Committee shall consist of two (2) representatives appointed by the Chancellor and one (1) representative appointed by each exclusive representative organization in the District.

14.2 Released Time

The District shall provide released time for SDAE/AFT representative, when such meetings are held during assigned load hours.

ARTICLE XV - WORKING CONDITIONS

15.1 Safety and Health

The District shall provide safe working conditions and accessible facilities for all employees within the fiscal capabilities of the District.

15.2 Assault on Instructors

15.2.1 The District shall give full support, including legal and other assistance, for any assault upon faculty members while acting in the discharge of their assigned duties. In cases where assault results (e.g. worker's compensation) in injury and/or absence from work, the following conditions apply:

- a) If absence occurs from such assault or injury, the faculty member shall not forfeit any sick leave or personal leave until other remedies have been exhausted at the employee's option.
- b) Benefits derived under this Agreement shall continue beyond the period of any Workers Compensation until all benefits have been exhausted.
- c) The faculty member concerned shall advance on the salary schedule during such period in accordance with the provisions of the salary schedule.
- d) The District shall reimburse faculty members for any loss, damage, or destruction of clothing or personal property of the faculty member while on duty on the site premises or at a center-sponsored activity.

15.3 Workweek

15.3.1 Workweek - Full-Time Instructors

Teaching: Twenty-five (25) hours in the classroom. Minor variations necessitated by scheduling problems will be adjusted over the course of two (2) academic years. If not adjusted by the time of retirement/resignation, the balance owed to the District will be deducted from the faculty member's final payroll warrant. If there is a balance owed to the faculty member at the time of retirement/resignation, it will be included in the faculty member's final payroll warrant.

Other Assignments: Five (5) hours per week as assigned by management and documented as prescribed by Continuing Education procedures. Assigned activities may reasonably include student contact, District meetings, Continuing Education meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, and professional development activities.

ARTICLE XV - WORKING CONDITIONS (Continued)

15.3.1 Workweek - Full-Time Instructors (continued)

Preparation: Ten (10) hours per week on- or off-campus at the discretion of the instructor.

15.3.2 Workweek - Full-Time Non-Classroom as Assigned

All assignments shall be forty (40) hours per week. On campus/off campus hours shall be assigned by the dean after consultation with the faculty member. On/off campus activities may reasonably include student and non-student contact, District meetings, Continuing Education meetings, senate activities, in-service workshops, approved recruiting and follow-up activities, classroom instructor contact, professional development activities, and office paper work.

15.3.3 Workweek - Partial Contract

Appropriate proportion of the regular full-time assignment based on contract percentage and documented as defined in 15.3.1.

15.3.4 Workweek - Adjunct

1) Classroom

An hour's compensation for instructors shall be defined as equal to one (1) hour of classroom instruction. In addition, it is expected that an instructor will devote twenty (20) minutes per classroom hour in preparation, attending meetings, and other duties pertinent to the adjunct assignment. Such activities may be held either on or off campus.

2) Non-classroom

Adjunct assignments shall be limited to 60% or less of a full-time assignment during the academic year.

15.3.5 Faculty who have been designated by the President to serve on District or State committees or panels may receive appropriate reassigned time at the discretion of the President.

15.4 Prior to the implementation of any policy or procedure which limits assignment loads, and is a change from current practice, the District shall notify the SDAE/AFT.

ARTICLE XV - WORKING CONDITIONS (Continued)

15.5 Distance Education (other than live two-way teleconferencing education courses)

15.5.1 Expanding student access, not increasing productivity or enrollment shall be the primary determining factor when a decision is made to schedule a distance education course. There will be no reduction in force of faculty (as defined in Article XVII of this Agreement) as a result of the District's participation in distance education.

15.5.2 Courses considered to be offered, as distance education shall be defined in accordance with the Board of Governors' Title 5 Regulations and Guidelines. Generally, this definition refers to courses where the instructor and student are separated by distance and a portion of the "instructional time" is asynchronous (reference section 55370 of Title 5 Regulations and Guidelines).

The determination of which courses in the curriculum may be offered in a distance education format, in addition to instructor/student contact requirements, shall be in accordance with the Title 5 Regulations and Guidelines.

15.5.3 Class section capacity for distance education courses shall be established prior to the beginning of the enrollment period for each course. The average class size of a distance education class will be that expected of any other class in continuing education.

15.5.4 The decision regarding whether or not to accept a distance education assignment shall be at the sole discretion of the faculty member. Faculty will not be sanctioned or adversely evaluated in any way for refusing a distance education assignment.

15.5.5 The District shall provide training, logistical, instructional, and technical support to faculty with distance education assignments.

15.5.6 Prior to the rebroadcast of a distance education course for which a faculty member provided the primary means of instruction, the District and the affected faculty member shall meet and negotiate the terms and conditions of the rebroadcast.

15.5.7 Compensation for a distance education class (and calculation of the class FTE) will be based on one of the following formulas:

ARTICLE XV - WORKING CONDITIONS (Continued)

- 1) If the class is totally “on-line” (designed and delivered over the internet via a web based program – webct, etc.) the compensation would be on a classroom basis with one hour of pay for every hour of synchronous instruction (live, real-time, interactive contact with students) and the FTE calculated only on the synchronous time.
- 2) If the class is not totally designed and delivered over the internet (a mixture of classroom time and non synchronous work with tapes, films, slides, written material, etc.) then the compensation (and FTE) would be calculated on a classroom basis with one hour of pay for every hour of synchronous instruction and on a non classroom basis with one hour of pay for every four hours of non-synchronous student work.
- 3) If state funding for distance education increases, the parties will reopen Section 15.5.7 as part of the bargaining process for that year.

15.6 Two-way Teleconferencing Education Courses

15.6.1 Contract instructors assigned to teach two-way teleconferencing education courses shall have one (1) hour paid released time for every five (5) hours assigned classroom instruction. Adjunct instructors shall be paid one (1) additional classroom hour for every five (5) hours assigned classroom instruction. The additional hour for both contract and adjunct instructors is expected to be dedicated to the special preparation time required for such courses. Contract faculty cannot be assigned overload during these reassigned hours.

15.6.2 If Continuing Education ceases to offer two-way teleconferencing education courses, this section of the agreement shall sunset the end of the academic year next following the year in which the courses cease.

15.7 Average Class Size

The budget for Continuing Education, including Partnership For Excellence Funds, which will determine Average Class Size (ACS) will be deliberated by the Board of Trustees during public session and provide for the comments/input of SDAE before a final decision is made by the Board.

The process for determining the allocation of funds within Continuing Education and communicating of class size shall be accomplished through a shared governance process.

ARTICLE XVI - SEPARABILITY AND SAVINGS

16.1 Judicial Review

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

16.2 Invalid Provision

This collective bargaining agreement will be interpreted in accordance with applicable law. To the extent that any provision of this collective bargaining agreement is contrary to applicable law, the law shall be deemed to have superseded that provision.

ARTICLE XVII - REDUCTION-IN-FORCE

17.1 Faculty Reduction Leave

If it becomes necessary because of insufficient funds, loss of enrollment, or an emergency caused by an act of nature, to decrease the number of faculty members, the Board of Trustees may place such faculty member on faculty reduction leave without pay effective at the end of the current contract of the faculty. Notice shall be given by May 15 of the academic year in which the staff reduction level is to be effective.

17.2 Seniority

Seniority shall be defined as the length of continual service with the District. Faculty to be placed on faculty reduction leave shall be selected in the inverse order of their original employment date. For the purposes of this policy, any leave granted; i.e., sabbatical, professional, maternity, military, shall count as a year of service and shall not constitute an interruption of service.

17.3 Substitute Instructors

Faculty members on staff reduction leave shall be given priority as substitute instructors and may be continued in the medical insurance group upon payment of the monthly premium by the faculty member.

17.4 Reinstatement

No new faculty appointments shall be made while there are faculty members on staff reduction leave who are qualified for the position and who are available for reinstatement.

17.5 Grounds for Termination

Qualified faculty members on faculty reduction leave shall be reinstated in inverse order of placement for a period of twelve (12) months reduction leave whenever vacancies exist. The offer of such position by the District shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of receipt. The faculty member must be prepared to assume the position within thirty (30) calendar days after the date of acceptance. Failure on the part of the faculty member to meet either of these requirements may be considered by the District as grounds for termination.

ARTICLE XVIII - MISCELLANEOUS

18.1 Agreement Copies

Copies of this Agreement shall be provided to all unit members. Distribution to unit members shall be the responsibility of SDAE/AFT. New employees will be provided copies of the salary schedule on the first day of employment by the District. Review copies will be available upon request.

The cost of printing shall be borne jointly by the parties.

18.2 Joint Committee

A joint SDAE/AFT - District committee composed of representatives from SDAE/AFT and the District shall meet at least once per month to consider items of consultation pursuant to the request of SDAE/AFT, and other matters of concern to the parties.

18.3 Released Time

Released time shall be made available by the District for SDAE/AFT members to participate in bargaining meetings with District representatives and to participate in required meetings with the District related to bargaining matters. Arrangements for released time shall be made through the Assistant Chancellor, Human Resources and Administrative Services. SDAE assumes the responsibility for the compensation for any substitutes required for the president's released time, the grievance chair's released time, the attendance of AFT conference, meetings, or other AFT business.

18.4 Entitlement

Employees covered by this Agreement shall be entitled to those provisions or benefits which specifically or generically refer to them by status or classification.

ARTICLE XIX - FACULTY RANK

19.1 Faculty Rank

There are hereby established the following contract faculty ranks: Associate Professor and Professor.

19.2 Associate Professor

All new appointments shall normally be at the Associate Professor level.

19.3 Professor

The District shall determine the number of full professor positions. These positions shall be filled in accordance with the District's hiring procedure. Appointments to Professor shall be continuous subject to the provisions for tenure as contained in this collective bargaining agreement and the Education Code.

ARTICLE XX - DURATION AND CONDITIONS

20.1 Controlling Agreement

Any individual agreement between the District and the individual employee within the representational unit of this Agreement heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual agreement contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

20.2 Agreement Precedence

This Agreement shall supersede any rules, regulations, or practices of the District which are or may be in the future contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the District.

20.3 Meet and Negotiate Obligation

For the duration of this Agreement, SDAE/AFT and the District shall not be obligated to meet and negotiate with respect to any subject or matter, except those articles in the Agreement which specifically call for meeting and negotiating.

20.4 Mutual Consent

This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

20.5 Agreement Duration

The duration of this Agreement shall be from January 1, 2008 through December 31, 2010.

The reopeners shall be as follows:

- a. If the Resource Allocation Formula provides any economic improvements for the credit faculty which are other than on-schedule, off-schedule and benefits enhancements, the District agrees to reopen the appropriate articles.
- b. If the parties mutually agree that certain articles of the Agreement need to be reopened.

ARTICLE XX - DURATION AND CONDITIONS (Continued)

SDAE and the District agree to develop a new RAF effective July 1, 2008 using the following concepts:

- Commitment by both parties to define a RAF and use it over the next three years is preferable to traditional bargaining.
- RAF needs to be comprehensive, specific and simple enough to understand.
- RAF needs to account, from public documents, where the elements in any formula come from.
- Formulaic detail of the RAF needs to be very specific; cite verifiable sources.
- Clearly define limitations of what the unions may/may not purchase.
- Cost-out methodology agreeable to both sides.
- RAF needs to function in all economic conditions.
- Identify sources of revenue that are inside and outside of the RAF.
- Language to deal with unforeseen circumstances.
- Commit to complete RAF by 6/30/08.
- Be fiscally responsible RAF and employee-oriented for all units.
- Full cost of any improvements need to be realized out of the RAF.
- Long-term changes, or infrastructure changes that are outside of what the unit can allocate, must be mutually agreed upon.
- Applies only from this point forward.
- New RAF, new full cost-out approach to methodology – no carry over from past practice
- Upon agreement of the revenue stream, the following costs will include, such as:
 - Step & Column
 - 100% of mandated costs
 - Multi-year pricing when applicable

ARTICLE XXI - ORGANIZATIONAL SECURITY

21.1 Eligible Unit Members

Eligible unit members for the Fair Share Program shall include those faculty whose monthly gross earnings are \$450 (four hundred and fifty dollars) or greater. The parties agree that until an enhanced payroll system is operational, October and March earnings will determine the faculty members who meet the \$450 minimum for these months and those intervening months.

21.2 Fair Share Program

As a condition of employment, all employees covered by this Agreement on or after the effective date of the Agreement shall execute a designation for the payroll deduction of one of the following: (1) SDAE/AFT dues; (2) an agency fee; or (3) a contribution, if he/she qualifies, for a bona fide religious body or sect.

21.3 Contribution Deduction for a Religious Body or Sect

To qualify for deduction of the contribution to a religious body or sect, the employee must certify to the SDAE/AFT and the District that he/she is a member of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations. Such exempt unit member will be required to submit to the SDAE/AFT and the District a notarized letter signed by an official of the bona fide religious body or sect certifying that person's membership. The deduction shall be forwarded to the religious body or sect after the SDAE/AFT has approved exemption. The SDAE/AFT will receive from the District quarterly proof of payment of an amount equivalent to such representation fee to one of the negotiated funds or organizations agreed to for alternative payment. The SDAE/AFT and the District shall, within thirty (30) days of the signing of this Agreement, meet to establish the approved list of negotiated funds or organizations.

21.4 Involuntary Deduction

If any current employee or new employee fails to designate which of the above deductions is to be made at the time of the execution of this Agreement or of entry into the classification covered by this Agreement, the District shall deduct the agency fee from the employee's paychecks beginning with the pay period following entry into the unit.

21.5 Forfeiture of Deduction

If, after all voluntary insurance premium deductions and other voluntary deductions are made in any pay period, the balance is not sufficient to pay the deduction of SDAE/AFT dues, agency fee, or contribution to religious body or sect required by this Article, no such deduction shall be made for the current pay period.

ARTICLE XXI - ORGANIZATIONAL SECURITY (Continued)

21.6 Financial Documentation

The SDAE/AFT shall provide the District with a copy of any financial reports required under Section 3546.5 of the Government Code in the administration of the Fair Share Program.

21.7 Reinstatement

Upon the reinstatement of any employee, or upon the recalling of any employee from layoff status, the District will resume or initiate dues, agency fee, or contribution to religious body or sect for such unit member in accordance with Section 21.2 of this Article.

21.8 Checkoff

The District shall deduct from each unit member's wages the amount of the SDAE/AFT dues/fees, agency fee, or contribution to religious body or sect as specified by the SDAE/AFT.

21.9 Indemnification

The SDAE/AFT shall indemnify the District and hold it harmless against all suits, claims, demands, liability, attorneys' fees and other costs that shall arise out of or by reason of any action that shall be taken by the District for the purposes of complying with the requirements of this section.

ARTICLE XXII - FACULTY SERVICE AREAS

22.1 Definition of Faculty Service Area:

A Faculty Service Area (FSA) is generally identical to the program headings and services rendered by faculty as defined by the current District Continuing Education Catalog. The list of the FSA's will be maintained by the Human Resources Department.

22.2 Who Qualifies for a Faculty Service Area?

22.2.1 Those faculty members who meet the minimum qualifications as adopted by the Board of Trustees on June 27, 1990, and

22.2.2 Are competent as defined by the AB 1725 FSA Committee in their January 5, 1990 report:

"Competencies for bumping and layoff in FSA's will be based upon minimum qualifications (any instructor who has a credential is deemed to meet the minimum qualifications consistent with any limitations on that credential) for the program including any license and/or certifications in the subject field and course or series of courses, in the assigned program. Therefore, recency of teaching or experience in the specific program is not a requirement except under the provisions of this license or certification."

22.3 Implementation Procedures to Establish FSA Files:

22.3.1 The Human Resources Department will establish initial FSA's for faculty hired before July 1, 1991 utilizing credential records. Relevant information will be sent to each contract faculty member by October 15, 1992. Faculty hired on or after July 1, 1991 will have initial FSA's established at the time of hire.

22.3.2 Faculty will have to apply for any additional FSA's by enumerating the additions on the FSA Application Form. These forms must be returned to the Human Resources Department by November 15th each year.

22.3.3 The Human Resources Department will verify minimum qualifications for any additional FSA's based upon the District's approved FSA list. FSA declarations which do not clearly meet the District's minimum qualifications list will be referred to the FSA Commission. The Commission's decision must be rendered by December 15th each year.

ARTICLE XXII - FACULTY SERVICE AREAS (Continued)

22.3.4 The FSA Commission (composed of the following: 1) Voting members: Two SDAE representatives, and two site managers, 2) Standing advisory: Human Resources Representative, 3) Advisory members: Two, four or six discipline specialists (one-half selected by the Commission and one-half by the faculty member) will verify the validity of the additional FSA declaration(s). A decision on the FSA declaration(s) will be made by a majority vote of the Commission members.

22.4 Appeals

Appeals of the decisions of the FSA Commission will be through the grievance process as delineated in the SDAE Contract Agreement.

22.5 Updates/Modifications of the FSA List:

The District Assistant Chancellor of Instructional Services, based on recommendations of the District's Instructional Services Council, will bring changes to the FSA list (Continuing Education Catalog) to the Commission. The Commission will review and modify the list as needed and make recommendations to SDAE and to the District no later than October 15 each year.

ARTICLE XXIII - PROGRAM CHAIRS

23.1 ELECTION AND SELECTION OF PROGRAM CHAIR

- 23.1.1 The Program Chair must be answerable to both program management and faculty in the performance of his/her duties. The procedures outlined below are designed to ensure that the selection of a Program Chair reflects the needs of management and the faculty. Selection of all Program Chairs shall be a management prerogative consistent with the right of assignment.
- 23.1.2 Election – The procedure outlined below shall apply to all programs. Elections for Program Chair shall be held during the Spring Semester of every even numbered year.
- 23.1.3 Eligibility to Serve – Eligibility to serve shall include all contract faculty assigned to the program. An adjunct faculty member shall be eligible to serve with prior management approval.
- 23.1.4 Eligibility to Vote – Faculty eligible to vote in Program Chair elections shall include all contract faculty. Adjunct faculty eligible to vote shall include all faculty who work a minimum 12% (twelve percent) assignment for the academic year preceding the election and shall be entitled to one vote each.
- 23.1.5 Voting Procedure – When the end of the term for a Program Chairperson occurs or the position is vacated due to resignation, retirement or removal from office, all faculty members in the program shall be informed in writing.
1. Two lists of faculty in the program shall be compiled by the Vice President of Administrative Service's office, identifying those eligible to serve as chair and those eligible to vote. All eligible faculty shall be notified of the election timelines and procedures at least thirty (30) calendar days prior to the date ballots are sent out.
 2. Faculty interested in running for Program Chair shall submit their name to the Vice President of Administrative Service's office at least seven (7) calendar days prior to the date ballots are sent out. A space for a write-in candidate shall also be included on the ballot. A small secret ballot envelope and a large return envelope shall be sent to all faculty in the program who are eligible to vote. The notice will be sent at least fifteen (15) calendar days before the votes are opened and tallied. Each eligible voter shall cast one (1) vote for his/her choice for Program Chair, and
 - a. Place the completed form in the small envelope, and seal;

23.1 Amended by Sideletter effective 3/1/10

ARTICLE XXIII – PROGRAM CHAIRS (Continued)

23.1.5 Voting Procedure (Continued)

- b. Place the small sealed envelope in the large envelope bearing his/her name, sign under the printed name and seal;
 - c. Return the envelope to the polling box within ten (10) calendar days from the original date of the mailing.
3. Ballots shall be opened and tallied by one (1) management representative and one (1) AFT representative. Program Chair candidates cannot serve as the AFT representative.
 4. Following the tally, the Vice President of Instruction and Student Service's office shall notify the individual receiving the highest number of program votes that his or her name is being recommended to the President for his or her approval. The vote counts will remain confidential.
 5. If no candidate receives more than 50 percent (50%) of the votes, a run-off election shall be held between the top two (2) candidates. The voting procedure will follow the procedure outlined in Section 23.1.5 1-4.

23.1.6 President's Decision – The results of the election shall be forwarded to the President within five (5) calendar days following the final tally. The candidate with more than 50 percent (50%) of the votes in either the first election or the run-off election shall be considered (which may include an interview) by the President within the next seven (7) calendar days. The President's appointment shall be made by the end of April, starting in April 2008.

23.1.7 Program Chair Term of Office

1. A Program Chair shall serve a two (2) –year term of office.
2. The selection procedure outlined above shall be applied to all programs beginning with the Fall 2008 semester and every two (2) years thereafter.
3. The official Continuing Education programs are as follows:
 - Business and Information Technology (BIT)
 - Parenting/Child Development
 - Emeriti
 - Adult Basic Education (ABE)
 - English as a Second Language (ESL)

ARTICLE XXIII – PROGRAM CHAIRS (Continued)

- Technology, Electronics, and Off-Set Printing Operations)
- Culinary and Consumer Sciences
- Allied Health
- Disabled Students Programs and Services

23.1.8 Temporary Appointment – A Program Chair’s position is open for temporary appointment if it is vacated during the current term of office.

1. If the remaining term is for more than (2) semesters, the new chair shall be selected in accordance with the preceding procedures, which shall be implemented within four (4) weeks of the vacancy being declared.
2. If the remaining term is for two (2) or fewer semesters, the President shall appoint at his/her discretion an Interim Program Chair within twenty (20) days of the vacancy being declared.

23.1.9 Resignation – The resignation of a Program Chair shall be in writing and submitted to the President or his/her designee. Acceptance of the resignation by the President or his/her designee will make the resignation final and irrevocable.

23.1.10 Recall of Program Chair – The voting faculty of a program, after the Program Chair has served one (1) full semester in office, may petition for recall of the Program Chair and according to the procedures below:

1. A petition for recall must state the reasons for the action and must be signed by a simple majority of members eligible to vote. For the purposes of this section, the Program Chair does not have voting rights and is not to be considered a member of the program eligible to vote. A petition meeting these specifications shall be presented to the President and an SDAE representative who will be jointly responsible for conducting a recall election within fifteen (15) calendar days of receipt of the petition.
2. The ballot shall simply state: “Should _____ continue to serve as Program Chair; Yes _____ No _____.” The voting procedure shall follow the Section 23.1.5 where applicable. If and only if, a two-thirds (2/3) majority of all eligible voting program faculty vote “NO,” the Chair will be removed from office. The President, at his/her discretion, will then appoint an Interim Program Chair under Section 23.1.8 to serve the remaining term.

23.1.11 Removal of Chair by President - The President may remove a Program Chair from the position for cause at any time.

ARTICLE XXIII – PROGRAM CHAIRS (Continued)

23.1.12 For purposes of this Policy, “Program” means a collection of coursework as identified by San Diego Continuing Education and based course identifier, TOP code or subject matter which provide the student with a focused area of study.”

23.2 COMPENSATION OF PROGRAM CHAIR

23.2.1 The reassigned time utilized by the Program Chair for his/her duties and responsibilities for a given academic year shall be determined by FTEF (full-time equivalent faculty) of the immediately preceding academic year for implementation one (1) year later.

23.2.2 FTEF shall be determined by the full-time equivalent instructional assignments in the program including day, evening and weekend assignments of both contract and adjunct faculty each academic semester as of the first week of the semester. FTEF for the academic year shall be determined by averaging the two (2) academic semesters of the academic year.

23.2.3 The following time shall be used in determining reassigned time:

Reassigned Time	FTEF for Program
20 percent	under 6.99
40 percent	7.0 – 15.99
60 percent	16.0 – 40.99
80 percent	41.00 or more

At the discretion of the Program Dean, after consultation with the Program Chair, the reassigned time for the Program Chair may be reallocated among the Assistant Program Chairs assigned to the same program.

23.2.4 For each month of their ten- (10) month contract assignment, Program Chairs will receive a three hundred dollar (\$300) monthly stipend and Assistant Program Chairs will receive a one hundred dollar (\$100) monthly stipend.

23.3 EVALUATION OF PROGRAM CHAIR

23.3.1 All Program Chairs will be evaluated during each odd-numbered academic year of their terms of office with regard to the performance of their duties and responsibilities.

23.3.1 Amended by Sideletter effective 3/1/10
23.2.4 Added 10/14/08

ARTICLE XXIII - PROGRAM CHAIRS (Continued)

1. Administrative Evaluation of Program Chair - All Program Chairs shall be evaluated by the administrator to whom he/she reports at least once per year and no later than one (1) month prior to the end of each Spring Semester in which he/she serves as Program Chair. An “Administrative Evaluation Form” will be completed by the administrator prior to meeting with the Program Chair. The Program Chair will be provided a copy of the evaluation form during the meeting. The Program Chair may submit a rebuttal statement within six (6) days of receiving the evaluation form and, if submitted, will be attached to the evaluation form and placed in his/her personnel file.
 2. Faculty Evaluation of Program Chair – An informal evaluation of each Program Chair by the faculty of his/her program shall occur during February/March each year of the term of office using a form developed by SDAE and the administration. The administrator and Program Chair shall examine and discuss all submitted evaluation forms. The administrator shall summarize the informal review in the Administrator Evaluation Form where appropriate.
- 23.3.2 Management Initiated Evaluation of Program Chair – An evaluation of a Program Chair by the supervising administrator may occur at any time if the administrator believes there has been a substantive violation of the duties and responsibilities of the Program Chair. If the supervising administrator determines that the Program Chair is not satisfactorily performing his/her duties and responsibilities, the administrator shall immediately prepare a detailed letter of adverse findings marked confidential and submit it to the Vice President of Instruction and Student Services, requesting that an immediate administrative-initiated evaluation occur. If the Vice President of Instruction and Student Services determines that an evaluation should occur, he/she will direct the appropriate administrator to conduct an evaluation following the procedure set forth above.
- 23.3.3 The parties agree that ten percent (10%) of the FTEF release time is paid from general Continuing Education Funds (“1010 Funds”). The District will maintain this level of contribution during the term of this Agreement.

ARTICLE XXIII - PROGRAM CHAIRS (Continued)

The balance of the cost of the Program Chair and Assistant Program Chair release time will be paid from funds received by the District under the Carl D. Perkins Vocational Technical Education Act of 1998 and/or the Workforce Investment Act of 1998 (Section 231 Funds for Adult Basic Education including ESL/EL Civics Funds), or from laws renewing or reauthorizing those funding statutes. In the event that the funds received by the District under either source are reduced in any fiscal year as compared to the previous fiscal year, either party may reopen this Article for negotiation by written notice to the other party. Any other costs for compensation or other benefits for the Chairs and Assistant Chairs will be paid from the SDAE share of the RAF.

The parties agree that, as of Fall 2008, the total amount of FTEF release time under this Article at the beginning of the 2008-09 academic year will be at least 7.0. The parties understand that this number may fluctuate after Fall 2008, based on District assignment decisions due to changes in program needs, funding, enrollment, and/or right of assignment.

DUTIES AND RESPONSIBILITIES OF PROGRAM CHAIRS

The Board has ultimate authority over the operations of Continuing Education and its Programs. Each Program Chair reports to the appropriate Dean, who in turn, reports to the Vice President of Instruction and Student Services. Each Program Chair shall take direction from his/her respective Dean in the fulfillment of responsibilities listed below. A Program Chair shall cooperate with other administrators responsible for overseeing tasks spelled out in the duties and responsibilities listed below.

The Program Chair provides leadership for the operation of the program. The Program Chair duties and major areas of responsibility pertain only to the Program Chair's program and include the following:

A. Personnel

1. Facilitates the hiring process for new full-time, part-time and substitute faculty as needed to staff the budgeted program, all in compliance with District policies, procedures, and collective bargaining agreements.
2. Implements emergency faculty hiring procedures, consistent with Minimum Qualification requirements, when needed, all in compliance with District policies, procedures, and collective bargaining agreements, recommending potential faculty.
3. Assists in the orientation of new faculty.
4. Initiates requests for faculty performing instructionally-related activities.
5. Reviews extended leave applications in relationship to departmental needs and recommends response to such applications.
6. When appropriate, cooperates with responsible deans in hiring/evaluation of faculty for Community Education and Contract Education and other special programs when the department's subject or discipline is involved.
7. Reads and implements, as applicable, District policies, procedures, and collective bargaining agreements.

B. Curriculum, Instruction and Services

1. Assists in the development of the class schedule to meet program and student needs within the limitations imposed by the budget and facilities.
2. Coordinates the selection of textbooks and other instructional materials.
3. Assists in the preparation of course and curriculum proposals and service delivery proposals and, when appropriate, presents them to the Curriculum Council.
4. Coordinates the review and update of course outlines and catalog information as needed.
5. Coordinates program review activities in compliance with Continuing Education policy.

DUTIES AND RESPONSIBILITIES OF PROGRAM CHAIRS (Continued)

B. Curriculum, Instruction and Services (Continued)

6. Cooperates in conducting activities associated with institutional accreditation, as applicable.
7. Plans and implements activities associated with program accreditation, if applicable.
8. Assists in preparing state and federal reports, if applicable.
9. Coordinates recommendations for purchase of instructional materials for program.
10. Assists in the coordination of course and program development with other Program Chairs and Program Deans to ensure a duplication of curriculum does not occur and that student educational needs are effectively addressed.
11. Assists in course development and the development of curricular pathways from noncredit to credit coursework with the colleges comprising the district.

C. Students

1. Takes appropriate actions on student suggestions and concerns regarding programs and courses.
2. Facilitates the informal resolution, where possible, of student complaints.
3. Conveys student compliments regarding the department to those deserving the credit.

D. Fiscal Management

1. Assists the administration in obtaining faculty cooperation in the timely submission of CAVS.
2. Suggests and helps develop grant proposals desired by the department.
3. Reviews proposed grants when the program is involved and/or where the name of the program and/or names of the program's faculty are used in the grant proposal and evaluates the proposed grant in relation to the needs of the program including impact of using existing courses and/or faculty and staff, and the impact of creating new curriculum.

E. Facilities and Equipment

1. Oversees the day-to-day operations of classroom labs and shops.
2. Oversees and provides information on the proper use of departmental equipment and supplies.
3. Assists in arranging for the maintenance and repair of equipment.
4. Oversees the proper storage, use and disposal of hazardous materials in compliance with District policies and procedures.
5. Assists in determining what changes are needed in physical facilities, initiates requests for the changes and assists in the planning and design for the changes.

DUTIES AND RESPONSIBILITIES OF PROGRAM CHAIRS (Continued)

F. Professional Matters

1. Plans and conducts program meetings as needed.
2. Oversees the establishment, staffing and operation of program committees.
3. Informs program faculty about relevant deadlines, changes in policies and procedures and other matters of interest or compliance.
4. Informs program faculty about changes in applicable regulations of external agencies.
5. Maintains office hours for consultation with program faculty and students.
6. Maintains active communication, as appropriate, with the Continuing Education administration and staff by attending meetings.

G. Communication and Public Relations

1. Serves as a liaison between the program and other components of Continuing Education and the general public within the area of departmental expertise.
2. Requests information from and supplies information to, as appropriate, other educational institutions, professional organizations, agencies and companies.
3. Oversees, as appropriate, the development of brochures and other promotional materials.
4. Acts as a resource person for all counselors.
5. Develops and maintains, where applicable, a close liaison with the industry or community served by each program, through advisory committees and other activities in the field.

DUTIES AND RESPONSIBILITIES OF THE ASSISTANT PROGRAM CHAIRS

The Assistant Program Chair assists the Program Chair in the planning and delivery of the department's educational services, reporting to the Program Dean. An Assistant Program Chair shall perform the following classroom and non-classroom assignments, professional development, and other educational duties as assigned by the Program Dean:

A. Classroom Assistant Program Chairs

1. Assist in the development of new courses and instructional programs which further the educational goals and objectives of the program and Continuing Education.
2. Assist the Program Chair in ensuring all department faculty provide students with a course syllabus which includes the student learning outcomes, the method of assessment, attendance requirements, and a topical outline of the course content.
3. Assist the Program Chair with all departmental reporting requirements inclusive of program review.

B. Non-Classroom Assistant Program Chairs

1. Assist the Program Chair in student outreach and recruitment, orientation, advising, articulation and follow-up.
2. Make appropriate referrals to support services and educational programs.
3. Cooperate with faculty and student services staff using testing services which assist counselors and students with developing an appropriate educational plan inclusive of non-credit coursework to credit coursework transfer patterns.
4. Assist the Program Chair with all departmental reporting requirements inclusive of program review.

C. Professional Development

1. Under the direction of the Program Dean develop and implement in-service training activities.
2. Assist in the evaluation of faculty in the program.
3. Assist in the development of professional development activities for program faculty.

DUTIES AND RESPONSIBILITIES OF THE ASSISTANT PROGRAM CHAIRS
(Continued)

TERM OF SERVICE AS ASSISTANT PROGRAM CHAIR

All Assistant Program Chairs shall be appointed by the Vice President of Instruction and Student Services no later than May of the semester preceding the academic year of the appointment or at any time there is a vacancy for any reason. The term of office shall be no more than two (2) years. The Vice President of Instruction and Student Services in his/her discretion may remove an Assistant Program Chair from the position at any time. The resignation of an Assistant Program Chair shall be in writing and submitted to the President or his/her designee. Acceptance of the resignation by the President or his/her designee will make the resignation final and irrevocable.

COMPENSATION OF ASSISTANT PROGRAM CHAIRS

All Assistant Program Chairs shall receive at least 20 percent (20%) of a full-time contract faculty load.

SAN DIEGO ADULT EDUCATORS

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