

Los Rios Community College District Agreement

With

Los Rios College Federation of Teachers

Local 2279, American Federation of Teachers, AFL-CIO

For July 1, 1999 through June 30, 2002

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Article 1

Recognition

The Los Rios Community College District (District) confirms its recognition of the Los Rios College Federation of Teachers, Local 2279, AFT/AFL-CIO (LRCFT or Federation), as the exclusive representative for the bargaining unit whose membership is comprised of all the faculty and Children's Center employees of the Los Rios Community College District except those who:

- a. primarily perform managerial, supervisory or confidential duties, or
- b. day-to-day substitutes, or
- c. summer school instructors.

"Faculty" or "faculty member" means those employees of a community college district who are employed in academic positions that are not designated as supervisory or management. Faculty include, but are not limited to, instructors, librarians, counselors, community college health services professionals, handicapped student programs and services professionals, extended opportunity programs and services professionals, and individuals employed to perform a service that, before July 1, 1990, required nonsupervisory, nonmanagement community college certification qualifications. (Ed. Code 87003)

Included in the bargaining unit are those employees assigned as senior learning advisors, head learning advisors, and managers of Children's Centers.

Further, the parties agree to meet in an attempt to reach a consent agreement as to any changes in the above defined unit prior to requesting the Public Employment Relations Board to rule on the matter.

Should the District decide to move to a year-round school year, either permanently or on a pilot basis, the District and Federation agree to convene a committee for the purpose of considering (12) month representation of faculty by the LRCFT.

Article 2

Salaries

2.1 Salary Schedules — Improvements

Salary and other benefits improvements for unit members are as indicated described in Appendix A and B.

2.2 Stipends

2.2.1 LRCFT and district representatives shall meet as needed to discuss the possible addition, modification or deletion of stipend or stipend categories. Such review shall consider the modification to or the development of criteria and work requirements expected for the stipend payment as well as the funding source for any additional cost.

2.2.1.2 Regardless of the funding source for a stipend payment, such payment shall follow the guidelines, criteria and compensation levels described in Appendix A or as developed during the term of this contract.

2.2.2 *Athletics* Coaching formula hour assignments and stipend compensation shall be as indicated in Appendix A.

2.2.3 *Performing Arts* The District shall provide stipends and/or load equity for performing arts instructors, as specified in Appendix A.

2.2.4 *Department Spokespersons Stipends* The Department Spokesperson Stipend Schedule appears in Appendix A.

2.2.4.1 Department spokespersons are recommended by the college president.

2.2.4.2 The level of stipend is dependent upon the criteria listed in Board Policy/Regulations 7614.

2.2.4.3 Stipend considerations are subject to negotiation between the District and LRCFT. However, changes to Policy/Regulations 7614 will be made by the District only after conferring with the District Senate Council.

2.2.4.4 Representatives of LRCFT and management shall continue their review of department spokespersons compensation and the related workload and responsibilities. Areas under review shall include qualifications, selection, and clarification of spokespersons' primary responsibilities and other appropriate duties and the time required to perform such duties and responsibilities. This review shall also include spokesperson issues for non-classroom departments (i.e. Librarians and counseling). Issues under review shall be jointly assigned to the committee by LRCFT and the District. The committee shall define each issue, list the interests of all affected parties and identify reasonable options to meet those interests and possible resolutions of the issues.

2.2.4.4.1 The committee shall be comprised of equal numbers of unit members and district representatives.

2.2.4.4.2 The committee shall begin meeting in the Fall 1999 semester. The committee will report in November 1999 to the full negotiations committee of their progress and a proposed pilot program to be implemented for the Spring Semester 2000.

2.2.4.4.3 A survey of compensation structure and other incentives provided by other districts shall be performed.

2.2.5 All stipends shall be improved as stated in Appendix A.2.9.

2.3 **Special Project Payment** — Payment to regular faculty member for a non-classroom assignment which: 1) is not part of regularly assigned professional duties and responsibilities and; 2) is performed outside the regularly scheduled work day or work year may be paid on an hourly basis or an agreed upon fixed payment. Either form of payment may be used for a special project activity whether such services are paid from general purpose funds, categorical or grant funds. Refer to district policies and regulations for payment or compensation provisions. These payment provisions also apply to special projects assigned to adjunct faculty.

2.4 **Employee Categories**

2.4.1 *Regular Faculty Members* A regular faculty member is a person who is employed in a regular position for more than 60% workload and who has been declared a first-year contract, a second-year contract, a third and fourth year contract, or a tenured employee by the Los Rios Board of Trustees.

2.4.2 *Part-time Tenured Faculty Members* A part-time tenured faculty member is a person who is employed in a position for not more than 60% workload, and who has been

granted tenure by the Los Rios Board of Trustees.

2.4.3 *Adjunct Faculty Members* An adjunct faculty member is a person who is employed in a faculty position for not more than 60% workload and who has not obtained first-year contract, second-year contract, third and fourth year contract, or tenured status.

2.4.4 *Long Term Temporary Faculty Members*

A Long Term temporary faculty member is a person who is employed in a faculty position that:

2.4.4.1 is regularly filled by a tenured employee who is temporarily absent, and

2.4.4.2 in a position of more than a 60% workload, and

2.4.4.3 who has not obtained first-year contract, second year contract, third and fourth year contract, or tenured status

2.4.5 *Overload Employees* An overload employee is a person employed in a full-time (100%) position and who has an assignment for extra pay in excess of the full-time (100%) regular assignment.

2.4.6 *Other Regular Employees* An other regular employee is a person who is employed in a position that authorizes service in a California community college or minimum qualifications (under AB 1725) and who has employment rights different from those provided by the Education Code for employee categories 1.1 and 1.2., *i.e.*, Children's Center employees.

2.4.7 *Categorically Funded Temporary Employees* A categorically funded temporary employee:

2.4.7.1 is in a position of more than a 60% workload, and

2.4.7.2 is funded from categorical funds, and

2.4.7.3 who has employment rights different than those provided by the Education Code for employee categories 1.1 and 1.2

2.5 Salary Schedules

2.5.1 All employees will be paid according to earned step and class placement on the appropriate salary schedule. The Salary Schedules are listed below and are included in

(Appendix A).

Salary Schedule A-175 For tenured or tenure-track faculty working a 175 day work year.

Salary Schedule A-185 For tenured or tenure-track faculty working a 185 day work year.

Salary Schedule B-1 For adjunct faculty or overload payments for classroom lecture and laboratory assignments.

Salary Schedule B-2 For adjunct faculty or overload payments for counselors, nurses, librarians and coordination assignments which are based upon a typical workday of 7 hours/day.

Salary Schedule B-3 For adjunct faculty or overload payments for coordinators and other assignments *which are* based upon a typical workday of 8 hours/day.

Salary Schedule C For Children's Center personnel working a 180 work year.

2.5.3 Pay Periods and Voluntary Deductions

2.5.3.1 *Basic Payment Schedule - Academic Year or Fiscal Year*

District shall schedule payments for services rendered in an academic or fiscal contract year over twelve pay periods for regular certificated staff. However, faculty members working over a ten-month period (academic year) may elect to receive salary payments over a ten-month period. If this election is made, all voluntary deductions, including credit union deductions, will be scheduled over the ten-pay period.

2.5.3.2 *Initial Payroll Check* Other than counselors and other regular certificated employees who have a fiscal year contract, the initial payroll check for the academic/contract year shall be distributed on September 1. If the academic calendar is modified to begin classes in September, LRCFT and district representatives shall discuss the distribution of the initial payroll check.

2.5.2 Salary schedules shall be improved pursuant to terms defined in Appendix A.

2.6 Eligibility for Step Placement and Advancement on Salary Schedules A-175 and A-185

2.6.1 Regular faculty employees, part-time tenured employees, and temporary faculty employees employed by the District before July 1, 1980, and with continued employment and/or rights Fall Semester 1980, will retain step placement on the appropriate Salary Schedule A until additional step placement is earned in accordance with 2.6.3 or 2.6.4.

2.6.2 Effective July 1, 1980, all faculty employees who meet the requirements for placement on the appropriate Salary Schedule A and who do not qualify for placement as provided in section 2.5.1 will be placed initially at the appropriate step based on experience.

2.6.2.1 Appropriate step shall be determined on documentation of past teaching/occupational experience submitted at the time the employee is processed for employment and prior to Board action.

2.6.3 Prior to July 1, 1994: One step placement was granted beginning each fiscal/academic year following the completion of a full-time (100%) tenure-track assignment, excluding summer, with the Los Rios Community College District. A typical full-time assignment is completion of between 30 to 32 formula hours.

Beginning July 1, 1994, an increase of one step placement shall be granted after the completion of the specified full time (100%) tenure-track assignment, excluding summer service, special project activities and overload assignments, with the Los Rios Community College District. A typical full-time assignment is completion of between 30 to 32 formula hours.

2.6.3.1 After completion of the full time assignment, the effective date of the increase of one step placement is as follows:

<u>Employee Category</u>	<u>Salary Step Effective Date</u>
Academic Year Work year	at the beginning of the Fall semester or Spring semester
Fiscal Year Work year	as of July 1 or January 1

2.6.3.2 A maximum of three (3) unpaid regular service days within the defined work year may be incurred without affecting the succeeding year's salary step advancement.

- 2.6.3.3 If any unpaid work days in a fiscal/academic year are a result of a disciplinary action, no step placement shall be granted for the following year.
- 2.6.4 Step placement service credit shall be granted for less than full-time (100%) faculty beginning the semester following the completion of each 30 instructional formula hour block or the equivalent for non-teaching faculty employees for work completed at Los Rios.
 - 2.6.4.1 Prior to July 1, 1996, step placement occurred only at the beginning of the following academic/contract year following completion of the required thirty (30) formula hour block.
 - 2.6.4.2 As of July 1, 1996, step placement shall occur at the beginning of a semester following completion of the required thirty (30) formula hour block which has been achieved from the last effective date of step advancement.

2.7 Eligibility for Step Placement and Advancement on Salary Schedule B

- 2.7.1 Effective July 1, 1980, adjunct faculty employees, full-time (100%) regular faculty employees employed for overload assignments, and full-time (100%) long-term temporary faculty employees employed for overload assignments shall initially be placed at Step 1 on Salary Schedule B-1, B-2 or B-3.
- 2.7.2 One step placement for service credit shall be granted, effective the semester following the completion of the typical amount of either formula hours or work hours performed by regular tenured or tenured track faculty.
 - 2.7.2.1 For Salary Schedule B-1 — Each block of 30 formula hours of work performed at the Salary Schedule B-1 rate.
 - 2.7.2.2 For Salary Schedule B-2 — 1295 hours of work for counseling (185 days x 7 hours/day) or 1225 hours for nursing, librarians, etc. (175 days x 7 hours/day) of work performed at the Salary Schedule B-2 rate.
 - 2.7.2.3 For Salary Schedule B-3 — 1480 hours of work for coordination based upon 185 days x 8 hours per day of work performed at the Salary Schedule B-3 rate.
- 2.7.3 Only work performed at Los Rios at the particular Schedule B rate counts towards the related Schedule B service credit.

- 2.7.4 Salary Schedule step placement, once earned, will not be forfeited unless there is a voluntary break in service of more than two years. Failure to accept a written offer of assignment constitutes a voluntary break in service.
- 2.7.5 All written offers of employment on Salary Schedule B shall be accompanied by either an hourly salary schedule or a semester salary schedule by percent FTE.
- 2.7.6 Effective July 1, 1999, Salary Schedule B-2 and B-3 have been restructured and modified. Step placement in 1999-00 on Salary Schedule B-2, as restructured, shall not be affected by the restructure. For Salary Schedule B-3, adjunct faculty or overload assignments shall be placed at the appropriate class and the particular step that will result in at least the same per hour payment that was paid 1) on a continuous basis to the faculty member in the preceding Spring 1999 semester or 2) the earned step placement that the faculty member is eligible for had he/she worked in the Spring 1999 semester.
 - 2.7.6.1 Eligibility for step movement on Schedule B-2 or B-3 is also maintained unless forfeited as described in Section 2.7.4.

2.8 Initial Class Placement on Salary Schedules A-175, A-185, and B-1, B-2 and B-3

- 2.8.1 Faculty employed by the District before July 1, 1980, and with continued employment and/or rights as of the Fall Semester 1980, will retain class placement on the appropriate salary schedule until additional class placement is earned in accordance with 2.8.3.
- 2.8.2 Faculty initially hired by the District after July 1, 1980, shall be placed in the appropriate salary class based on education.
 - 2.8.2.1 Appropriate class shall be determined based upon the documentation of educational achievement submitted at the time the employee is processed for employment and prior to Board approval.
- 2.8.3 Effective July 1, 1980, all faculty members shall be granted class placement credit for upper division class units, graduate units and advanced degrees completed at a college or university fully accredited by the Western Association of Schools and Colleges, Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, North Central Association of Colleges and Schools, Southern Association of Colleges and Schools, and Northwest Association of Schools and Colleges as follows:
 - 2.8.3.1 *Class I*— Bachelor's Degree but fewer than 30 semester units completed beyond a Bachelor's Degree, or less than a Bachelor's Degree.
 - 2.8.3.2 *Class II* — Master's degree or 30 semester units beyond a Bachelor's Degree.

- 2.8.3.2.1 An instructor in the vocational/technical area who possesses a valid, 100%, life credential for vocational subjects, will be granted the equivalency of a master's degree.
- 2.8.3.2.2 Years of experience used to obtain the vocational credential cannot also be used for step placement.
- 2.8.3.3 *Class III* — Master's Degree and 24 semester units beyond a Master's Degree, or Bachelor's Degree and 54 semester units beyond a Bachelor's Degree.
- 2.8.3.4 *Class IV* — Master's Degree and 48 semester units beyond a Master's Degree, or Bachelor's Degree and 78 semester units beyond a Bachelor's Degree,
- 2.8.3.5 *Class V* — In addition to meeting all requirements in Class IV, the possession of an earned Doctoral Degree under the following provisions and those in section 2.8.3 of this Article:
 - 2.8.3.5.1 Doctoral Degrees must be earned in a field directly related to the initial assignment.
- 2.8.4 Effective July 1, 1980, all faculty who have received step adjustments based on paid occupational experience shall not receive additional class placement credit for units awarded by state colleges and universities for that same occupational experience.
- 2.8.5 Effective July 1, 1981, vocational instructors who have received a 100% life credential based on years of experience cannot use the same years for step advancement.
- 2.8.6 For faculty members new to the District, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District.

2.9 Salary Schedule Class Adjustments — Schedules A-175/185 and B-1, B-2, and B-3

- 2.9.1 Faculty members who have academic year schedules and who are currently employed by the District shall have class placement adjustments made effective at the beginning of the fall semester. Faculty members who have fiscal year schedules and who are currently employed by the District shall have class placement adjustments made effective July 1.
- 2.9.2 For faculty members who have academic year schedules to receive class placement adjustments, evidence of work completed must be on file by August 15 for adjustment to be effective for the academic year. For faculty members who have fiscal year schedules to receive class placement adjustments, evidence of completed work must be on file by

July 1 for adjustment to be effective for the fiscal year. Evidence shall be documents issued by the fully accredited institutions and faculty members shall certify accuracy. Official copies of college transcripts and/or advanced degrees must be on file in the District Personnel Office sixty (60) days after the class placement adjustment becomes effective. Adjustments required by documentation provided after the 60 day period will be made at the beginning of the next semester of employment.

- 2.9.3 Credit for class advancement will be granted according to Section 2.8.3 provisions and the criteria listed on the form, Application for Credit for Salary Schedule Advancement for Lower Division Units and Non-Academic Activities (See Appendix C for sample of this form). This form is available at each of the college instructional office. Credit will be given in accordance with the dates described in section 2.9.1 above for verification received after the 60-day verification period has expired.
- 2.9.4 For employees currently employed by the District who gain a change in status, official copies of college transcripts and/or advanced degrees and/or occupational experience must be on file in the District Personnel Office within sixty (60) days after the first day of employment with the District or after the change in status. After that period has expired, credit will be given in accordance with the dates described in sections 2.6.2 and 2.9.1.

2.10 Eligibility for Salary Schedule Step and Class Placement Adjustments on Schedule C

- 2.10.1 Children’s Center employees will be placed in the appropriate class based on the position title, and qualifications as follows:
 - 2.10.1.1 *Class I* — Senior Learning Advisor II, AA Degree and a valid Children’s Center Permit.
 - 2.10.1.2 *Class II* — Senior Learning Advisor I, AA Degree and a valid Children’s Center Permit.
 - 2.10.1.3 *Class III* — Head Learning Advisor, AA Degree and a valid Children’s Center Permit.
 - 2.10.1.4 *Class IV* — Children’s Center Manager, AA Degree and valid Children’s Center Permit.
- 2.10.2 Children’s Center employees shall not be eligible for class placement adjustment without a promotion.
- 2.10.3 In cases of promotion, Children’s Center employees shall be moved to the step of the appropriate class having the next higher dollar amount or to the step that results in at least a 4% salary increase.

2.10.4 Step placement service credit shall be granted for less than full-time (100%) Children's Center employees in the beginning of the semester or contract year following the completion of the equivalent full-time workload.

2.11 Longevity Service

2.11.1 After twenty (20) years of full-time, tenure track service or full-time service as defined for Children's Center employees with Los Rios Community College District, a longevity factor will be provided to the regular faculty employee which is 4% of the member's appropriate range and step. The increase in salary for the longevity factor shall occur at the beginning of the succeeding academic/contract year or semester after the qualifying years of service are completed.

2.11.1.1 Qualifying years of service are based upon service earned as defined in Section 2.6.3 and 2.10.4.

As of July 1, 1994 and thereafter, a maximum of three unpaid work days within a fiscal/academic year would be permitted for calculation of fulfilling the annual service requirement for the longevity factor. Before July 1, 1995, tenured, tenure-track, and Children's center employees must have earned and have been paid 100% of the applicable work year.

2.11.2 Beginning in the 1994-95 fiscal/academic year, a twenty (20) year longevity factor for less than full-time (100%) tenure track faculty shall be provided after the equivalent of a minimum 600 instructional formula hour block or the equivalent for non-teaching faculty employees has been completed at Los Rios Community College District. The increase in salary for the longevity factor shall occur only at the beginning of the following academic year or semester when the qualifying years of service are completed.

2.11.3 Effective July 1, 1994, a regular full-time tenured or tenure track faculty member who transfers from another employee unit of the Los Rios Community College District, the related cumulative years of regular paid service credit which was earned by the employee under another unit or collective bargaining contract shall be retained. Cumulative years of qualifying service as defined in each of the collective bargaining agreements with LRCCD shall be combined with qualifying faculty service earned as provided in this contract. The increase in salary for the longevity factor shall occur only at the beginning of the following contract year or semester when the qualifying years of service are completed.

2.11.4 Effective July 1, 1996, Children's Center employees are eligible for a twenty-(20) year longevity factor. Cumulative years for qualifying service as defined for Children's Center employees shall be used in the determination of the four percent (4%) longevity factor.

2.11.4.1 The cumulative years of regular paid service credit which was earned by the employee under another unit or collective bargaining agreement of the LRCCD

shall be retained. Cumulative years of qualifying service as defined in each collective bargaining agreement with LRCCD shall be combined with qualifying Children Center employee service earned as provided in this contract.

2.11.4.2 The increase in salary for the longevity factor shall occur only at the beginning of the following contract year or semester when the qualifying years of service are completed.

2.12 Repayment of Money Owed to District

If monies are paid to an employee in excess of the appropriate amount, the employee is liable and responsible to repay the overpayment to the district. Employee shall bring the overpayment to the attention of the District Payroll Office as soon as it is discovered by the employee. When the district discovers the error, the Payroll Office shall notify the employee of the amount and nature of the overpayment.

2.12.1 If any one of the following conditions apply, the money owed to the district shall be deducted from the next payroll warrant scheduled to be paid to the employee:

2.12.1.1 If the employee is notified of the error within seven working days of the date the overpayment is made, followed up by written confirmation from the district; or

2.12.1.2 If the overpayment is \$200 or less; or

2.12.1.3 If the overpayment is the result of overuse of leave privileges; or

2.12.1.4 If the overpayment is an extraordinary amount that the employee would have reasonably been expected to recognize.

2.12.2 Any overpayment amount or condition not falling into any of the above categories will be deducted from future salary warrants at a minimum rate of 20% of the employee's monthly gross pay or the agreed upon repayment terms.

2.12.2.1 If an employee terminates employment with the district before the overpayment has been repaid, the remaining balance owed to the district will be deducted in full from the final pay warrant. If the amount owed exceeds the final pay warrant, the remaining amount due shall be repaid to the district within 30 days.

2.12.2.2 During any period that the employee is not receiving monthly salary payments, the employee will continue any repayment plan during such months by remitting the appropriate payment to the district Payroll Office by the fifth day of each month.

2.12.3 Requests for alternate payment plans may be submitted to the Director of Accounting

Services. The decision to allow an alternate payment plan shall be based on any factors deemed relevant by the Director of Accounting Services.

2.12.4 Disputes regarding overpayments shall be subject to grievance procedure at the district level only.

2.12.5 In all cases, neither the district nor the employee shall be precluded from pursuing other legal methods of resolution of a dispute regarding the debt.

2.12.6 Nothing in this section shall preclude an employee from voluntarily agreeing to repayment of the debt in larger increments than stated herein.

2.13 Adjunct Faculty Office Hours Program

Adjunct Faculty Office Hours Program is a voluntary program which will provide compensation for one adjunct faculty office hour per week of scheduled instruction as long as a minimum 40% FTE assignment is maintained. For full-term semester length courses, the maximum office hours payable to faculty member maintaining a minimum 40% FTE assignment is eighteen (18) hours. This program is established in compliance with the provisions of Education Code section 87880 to 87855 (AB 301, Chpt. 933 Statutes of 1997) and other terms as further defined in the section.

2.13.1 Adjunct faculty members who wish to participate in the Office Hours Program for either the Fall or Spring semester, may apply by completing the designated form and submitting the form to the appropriate area dean no later than April 1 for the Fall term and November 1 for the Spring term. Forms will be available from the area deans and a sample of this form is included in Appendix C. Individuals who do not submit the form by the above date are not eligible to participate in the Adjunct Faculty Office Hour Program. All other conditions/provisions of the tentative class schedules apply. For full semester classes, the FTE assignment will be confirmed immediately after the end of the first week of the semester. For short-term classes, FTE confirmation will occur immediately after the first week the classes are held. In order to receive compensation for an office hour worked during the term the classes are held, a 40% FTE workload must be maintained.

2.13.2 Adjunct faculty office hours must be scheduled on the site where the class is conducted and the course syllabus must include the time/place of the office hours. Should the faculty member have assignments at multiple sites, the expected office hours will be appropriately scheduled and conducted at each assigned site.

2.13.3 Sick leave and other paid leaves may not be used for office hours that were not conducted as scheduled. The faculty member may reschedule any missed office hours during the instructional time period. (For example, office hours for first nine week classes will be made up during the first nine weeks of the semester.)

- 2.13.4 Compensation provided for services rendered in the Fall and Spring semester are considered as a form of “stipend” payment and the actual amount paid to adjunct faculty is based upon the per hour rate established for Class I, Step 1, of Salary Schedule B-2. Payment for office hours worked for full term courses will be scheduled for distribution on the tenth of the month following the end of the Fall or Spring term. Office hour payment for short term classes will generally be scheduled for distribution on the tenth of the following month that classes were completed. A maximum of one paid office hour per week of instruction conducted by a faculty member will be paid as long as the 40% load is maintained.
- 2.13.5 The office hour stipend compensation for adjunct faculty office hours is not subject to any retroactive payment provisions.
- 2.13.6 Adjunct faculty office hours do no count toward the 60% FTE limit (EC 87882), nor is the compensation creditable earnings for STRS or PERS or for step movement on Salary Schedule B-1 or B-2.
- 2.13.7 The cost of compensation paid for adjunct faculty office hours shall be funded from LRCFT’s proportionate share of funds which is further described in Appendix A and B.
- 2.13.8 The district shall apply to the State Chancellor’s Office for reimbursement of up to fifty percent (50%) of the office hours compensation payment provided to eligible adjunct faculty members. When reimbursements are received by the District from the State for partial funding of the adjunct faculty office hour program, such amounts shall be used to reduce the cost of this program.
- 2.13.9 The cost of funding the adjunct faculty office hour program shall be funded after parking fee reimbursements (Appendix A, A.2.12).

Article 3

Fringe Benefits and Retirement

3.1 Health/Medical and Dental Insurance

- 3.1.1 The District shall provide health/medical and dental coverage through plans recommended by the representatives on the Insurance Review Committee and adopted by the District for the following categories of eligible employees:
- 3.1.2 All tenured and tenure track faculty and Children's Center employees are eligible to participate in the health/medical or dental plans offered by the district.
- 3.1.3 Adjunct faculty with a semester assignment of at least 30% of full time (.30 FTE) or a minimum 4.5 formula hours are eligible to participate in the health/medical and dental plans offered by the district after successful completion of his/her assignment during two (2) of the last five (5) semesters.

3.2 District Contribution Levels - Tenured and Tenure-track Faculty and Children's Center Employees

- 3.2.1 For tenured and tenure-track faculty and regular Children's Center employees with an assignment of 50% of full time (.50 FTE) or greater, the established district contribution levels as described in Appendix A for health/medical and dental coverage shall be applied towards the premium cost of the selected plan(s).
- 3.2.2 For tenured and tenure-track faculty with an assignment of less than 50% of full-time (under .50 FTE), the district shall make a prorata contribution of the established districts contribution levels for insurance coverages based upon the percentage of the reduced assignment level to full time. The district contribution shall be applied towards the insurance premium cost of the employee's selected plan(s).
- 3.2.3 The District will pay the stated contribution for the employee as long as he/she remains in paid status. Premium contribution for nine-, ten-and eleven-month regular employees will be paid by the District during regular non-pay months.
- 3.2.4 Unit members who terminate employment by other than retirement may continue in the District health/medical policies of the District in accordance with policy provisions at the member's own expense.

3.3 District Contribution Levels & Eligibility - Adjunct Faculty

- 3.3.1 Adjunct faculty are eligible to participate in the district's medical and dental plans provided he/she is not covered by other insurance either as an employee, spouse, or dependent and regardless whether such coverage is fully or partially paid by another employer. In order to participate, the adjunct faculty member must meet eligibility requirements described in this section.
- 3.3.2 For adjunct faculty with a semester assignment of 60% of full-time (.60 FTE) or 9.0 formula hours, the established district contribution levels as described in Appendix A for medical and dental coverage shall be applied toward the premium cost of the selected plans(s).
- 3.3.3 For adjunct faculty with a semester assignment of less than 60% of full time (.60 FTE) or 9.0 formula hours but at least 30% of full time (.30 FTE) or 4.5 formula hours, the district shall make a pro-rata contribution of the established district contribution level for insurance coverages selected by the employee based upon the percentage of the reduced assignment level bears to a 60% workload. For example, an adjunct faculty member with an assignment of 40% of full-time (.40 FTE or 6 formula hours) would receive two-thirds (.40 FTE divided by .60 FTE) of the established district contribution levels as described in Appendix A for health coverage.
- 3.3.4 For eligible adjunct faculty members as defined in Section 3.1.3, the following requirements and related processes shall be used to determine the eligible full-time-equivalent (FTE) assignment.
 - 3.3.4.1 The eligible adjunct faculty must be working on September 1 or March 1 based upon approved and processed Tentative Class Schedule(s) for services to be rendered within the semester. The measurement dates to determine FTE eligible for benefits shall be (a) August 20 for benefits which begin on September 1 and (b) February 10 for benefits beginning on March 1.
 - 3.3.4.2 The eligible member must have Tentative Class Schedules issued providing for a total assignment within the current semester of at least 30% of full time (.3 FTE) or a minimum 4.5 formula hours. If this Tentative Class Schedule(s) is changed for any reason (cancellations, reductions or additions), no adjustments will be made to the calculated FTE assignment used to determine health plan eligibility or district contribution. If all Tentative Class Schedules for the employee are canceled, then the employee will be ineligible for medical coverage or District contribution. However, the employee may be eligible for COBRA coverage (see below).
 - 3.3.4.3 Other types of assignments which are typically processed on the district form,

Employment Service Agreement (ESA) or other employment district form other than a Tentative Class Schedule, shall be excluded from any computation of full-time equivalency (FTE).

- 3.3.4.4 The eligible member must commit to a coverage period of at least six months.
- 3.3.4.5 The Employee Benefits Department will confirm all Tentative Class Schedules on file with the Personnel Department as of the measurement dates listed in section 3.3.4.1 and will notify the adjunct faculty member of their qualifying FTE if there are any premium changes. If the FTE on file is incorrect, the adjunct faculty member must notify the Employee Benefits Department and provide copies of Tentative Class Schedule showing the correct FTE within 10 calendar days after the District mails the original notice to the employee.
- 3.3.4.6 Insurance coverage will be for a six-month period beginning on September 1 or on March 1, depending upon which semester the Tentative Class Schedules are assigned. District contributions will be paid evenly over the six-month coverage period. If the unit member drops the insurance coverage or becomes ineligible during the six-month coverage period, no district contribution will be made for the remaining months. If the qualifying employment period as stated on the Tentative Class Schedule is less than six months, the insurance coverage shall continue for the balance of the six month period, and the employee shall pay the employee's share of premiums to the Employee Benefits Department by the first day of each month. Failure to make timely payments of premiums shall result in discontinuance of health coverage for the remaining months.
- 3.3.4.7 If there is a break in service, such adjunct faculty will be eligible to re-enroll in District health/medical and dental plans only if the employee elected COBRA coverage upon conclusion of previous eligibility with the District and has continued that coverage to the beginning of the new employment period (Tentative Class Schedule). Employees who did not elect to continue with COBRA coverage will be ineligible for coverage or District contribution until the March 1 or September 1 following eighteen months after the last day of eligibility. For example, an employee losing eligibility on March 31, 1999, and not continuing coverage through COBRA would not be eligible to re-enroll until March 1, 2001.
- 3.3.4.8 Adjunct faculty must certify that they do not have other health insurance coverage. Certifications must be submitted at the time of initial application for insurance and each Fall semester thereafter. The Annual Certification form (Sample Form included in Appendix C) must be received by the Employee Benefits Department no later than August 20 of each year. Failure to submit the certification form will result in ineligibility for insurance coverage as limited by section 3.3.4.7 of this article.

- 3.3.4.9 If an adjunct participant in district insurance plans becomes covered by another plan as an employee, spouse, or dependent which coverage is either fully or partially paid by another employer, the employee shall immediately become ineligible under the District plan. In order to terminate district coverage, the employee must notify the Employee Benefits Department within 30 days of such coverage. If the employee does not notify the Employee Benefits Department of the other coverage within the 30 day period, the employee will be responsible for any District costs incurred beyond this ineligibility date.

3.3.5 Joint District Medical Insurance Program

- 3.3.5.1 Eligible adjunct faculty who plan to participate in the District medical program and also teach credit courses at Sierra Community College district may include such courses for Los Rios medical benefits, if the total credit workload is greater than 60% of full-time (greater than .60 FTE), thus reducing the employee cost of medical insurance.
- 3.3.5.2 The joint district program applies to medical insurance benefits only. The joint district program does not provide dental benefits.
- 3.3.5.3 The adjunct faculty member must file form CCFS-361 with the District, certifying all credit courses taught at both districts, by August 20 (for Fall semester benefits) and February 10 (for Spring semester benefits).
- 3.3.5.4 The district will extend benefits on the basis of the employee certification. The District will then confirm the certified workload with Sierra community College District.
 - 3.3.5.4.1 If the workload confirmed by Sierra Community College District differs from the workload certified by the employee, the employee will be given 10 working days to reconcile the difference.
 - 3.3.5.4.2 If the variance is not reconciled within 10 working days, or if the employee-certified amount is determined to be incorrect, the district will adjust or cancel benefits accordingly.
 - 3.3.5.4.3 The medical insurance will be canceled retroactively when possible, and the employee will be responsible for medical or insurance costs incurred.
- 3.3.5.5 All other conditions and terms of the Los Rios adjunct health insurance program, including documentation and deadlines, must be followed in order to participate in the joint district medical insurance program.

- 3.3.5.6 This joint program with Sierra Community College District is dependent upon state funding and mutual agreement between the Districts. The inter-district agreement grants each district the right to terminate or modify the inter-district agreement at any time if there are material changes in the subject matter of the agreement, including changes in legislation, State funding of the program, changes in insurance rates or coverage, plan changes due to collective bargaining, or any other cause. Therefore, this joint district program may be altered or terminated at the end of any six-month coverage period due to changes in State funding or the inter-district agreement. If such changes should occur, the District will notify LRCFT of such changes. Either LRCFT or the District may elect to renegotiate this section within 30 days of such notice to LRCFT. If neither LRCFT nor the District elect to renegotiate, the changes will be implemented without such renegotiations.
- 3.3.5.7 Any State revenues received in support of this program will be available to LRCFT as a funding source as described in Appendices A.1 and B.1 of this agreement.

3.4 Disability Income Protection

- 3.4.1 The District shall maintain a policy of disability income protection for tenured and tenure track faculty and regular Children Center employees of the unit working fifty percent (50%) or more of regular, full-time workload. The District's Disability Income Protection Program is not available for employees that are hired in long term temporary positions as defined in Section 2.4.7.
- 3.4.2 Full-time unit members who receive payment under the terms of the policy of the District's disability income protection plan shall be provided District medical benefits for the period of one year following the expiration of employee's accrued sick leave benefits. The District contribution shall be based upon the level established for full-time active employees.
- 3.4.3 After the one-year period, full-time unit members qualifying to receive payment under the terms of the policy for disability income protection may continue to be covered under the District's medical benefits program at the employee's expense provided that the program or policy permits such participation.

3.5 Reimbursement for Premium Advanced

Nine-, ten-, and eleven-month employees who terminate their employment after July 1 and before their assignment would begin in that fiscal/academic year, shall reimburse the District for any District contributions paid on the employee's behalf for coverage periods beyond July 1. For employees who retire, the rate shall be adjusted in accordance with terms of this Agreement.

3.6 Health Care Benefit for Retirees

- 3.6.1 The District shall make monthly contributions for full-time regular members of the bargaining unit age 55 and over, who
 - 3.6.1.1 have ten full-time prior years of service with the District at the time of retirement and who retired during the term of this contract, and were employed before June 30, 1990; or
 - 3.6.1.2 were hired after June 30, 1990 and have fifteen full time prior years of service with the District at the time of retirement.
 - 3.6.1.3 Full-time service is defined in Sections 2.65 and 2.11.
- 3.6.2 The district monthly contribution shall also apply for full-time regular members of the bargaining unit who retire between the ages of 50 and 55, if the unit member was receiving disability income under the district's disability income protection plan just prior to retirement and the qualifying years of service have been met.
- 3.6.3 Contributions as established by the Board of Trustees shall be made toward the premium cost of medical insurance for the retiree only.
- 3.6.4 The amount of the District contribution toward retiree health care benefits may be increased as determined by policies publicly adopted by the Board of Trustees. (Policy 5165) Retirees are bound by their choice of the District health plan made during the open enrollment period just prior to retirement and must participate continuously in the plan in order to remain in the selected District health plan.
- 3.6.5 The retiring employee may elect to be covered by a health plan other than a District health plan, and the established monthly District contribution level shall apply if the employee incurs an out-of-pocket expense. Once a health plan other than the District's plan is selected, the retiring employee or retiree will not be allowed to re-enroll in a District health plan unless an open enrollment period for such retirees is approved by the district health carriers.
- 3.6.6 In order to receive the District contribution upon retirement from the District, the employee must be vested in either the California Public Employees Retirement System (PERS) or the California State Teachers' Retirement System (STRS) and be collecting retirement benefits from either PERS or STRS.
- 3.6.7 The monthly district contribution for health care benefits for the retiree shall be processed electronically utilizing the retiree's selected financial institution.

3.7 Pre-Retirement Program

- 3.7.1 Full-time faculty employees approaching retirement who are members of the State Teachers' Retirement System may apply for partial employment for up to three years immediately preceding final retirement. In order to participate in this program, employees must meet the following requirements:
- 3.7.1.1 The employee must have been a faculty member of the District for at least ten years of which the immediately preceding five years were full-time employment as defined by the State Teachers' Retirement System (STRS).
 - 3.7.1.2 When beginning the program, the employee must be at least 55 years of age.
 - 3.7.1.3 At the time of electing to be partially employed, the employee must submit a letter requesting his/her full retirement and agreeing to terminate his/her services with the District at the conclusion of the pre-retirement program. This agreement of full retirement and termination shall be irrevocable except at the discretion of the Board of Trustees.
- 3.7.2 Participation in the pre-retirement program requires a reduction in the faculty employee's work assignment and a pro rata reduction in the yearly contract salary. The minimum assignment shall be one-half the number of days of service required by the faculty employee's yearly contract for the last year of full-time employment. Participants in the pre-retirement program shall receive their assignments in a manner similar to that of full-time faculty employees and participate as though part of the full-time staff. This participation shall include maintaining on the days of assignment a proportionate share of the normal workload and responsibilities of faculty employee.
- 3.7.3 Standard District-paid benefits shall be maintained for participants in the pre-retirement program as though they were full-time employees, including District contributions to the State Teachers' Retirement System equal to the amount which would have been contributed had the faculty employee remained in full-time employment. Optional benefit plans may be continued by the employee making required payments not otherwise paid by the District.
- 3.7.4 Eligible faculty employees may apply for the pre-retirement program by contacting the District Personnel Office. Applications must be received by March 1 for the fall semester or by September 15 for the spring semester.
- 3.7.5 Faculty employees participating in the program may be assigned, at District discretion, as a minimum:
- 3.7.5.1 100 percent one semester and 0 percent the second semester.

- 3.7.5.2 50 percent each semester; or
- 3.7.5.3 Any assignment which will average 50 percent for two semesters in any academic year.
- 3.7.6 Pre-retirement program participants shall make payments for their share of retirement contributions and fringe benefits and any optional benefits via payroll deduction or direct payment as arranged with the District Business Services Office.

3.8 Dependent Care Assistance Program

- 3.8.1 A Dependent Care Assistance Program is provided to employees as permitted by Internal Revenue Code Section 125. This plan allows employees to annually elect to have a specified amount withheld from the salary payments for Dependent Care costs before income taxes are calculated. Employees must file claims for reimbursement with the District when eligible costs have been incurred which then allows employees to pay for Dependent Care costs with pre-tax dollars.
- 3.8.2 Participation in the plan requires predictable monthly salary payments. Therefore, participation in the plan is limited to those employees meeting the following criteria:
 - 3.8.2.1 The employee must be a regular full-time or part-time employee.
 - 3.8.2.2 If an employee's monthly pay is not adequate to allow for the dependent care deduction, that month's deduction will be skipped.
- 3.8.3 The District may charge participants a cost-covering fee to cover the costs of administering the program should a third party administrator be engaged. LRCFT shall participate in the selection of a third party administrator through the District Insurance Review Committee.
- 3.8.4 A detailed description of plan benefits, eligible costs, and requirements can be found in the Participants Handbook for the Dependent Care Assistance Plan. Employees should consult this handbook before electing to participate in the Dependent Care Assistance Plan.
- 3.8.5 Participation in the plan requires an annual election, made at the time of hire or during the open enrollment period each year held in conjunction with the health/dental open enrollment period. There are no other opportunities during the year for employees to elect to participate in or withdraw from the plan.
- 3.8.6 Continuation of this plan is subject to the Internal Revenue Code. Should the code be changed or modified in any way, the plan shall be amended to comply with any federal/state changes and as determined by the Insurance Review Committee.

3.9 Parking for Faculty and Children's Center Staff

- 3.9.1 Access to parking on district properties for faculty and Children's Center staff is provided as a fringe benefit to those employees. Costs for said parking shall not be chargeable to monies assigned to LRCFT under the formula included in Appendix A of this agreement.
- 3.9.2 Parking fees incurred by unit members assigned to the downtown, *U.C. Davis* and Davis outreach centers shall be reimbursed upon presentation of documented receipts not to exceed the actual cost of parking fees incurred during the period of assignment. If receipts cannot be obtained (i.e. metered parking), faculty member shall complete the parking reimbursement form (Sample form included in Appendix C) designed for this purpose and upon signing the form, shall submit the form for reimbursement to the college business office at the end of the semester or the assignment.

3.10 State Teachers Retirement Plans (STRS)

- 3.10.1 STRS Cash Balance Plan is designed for adjunct faculty who are hired to perform creditable service for less than 50% of full-time and who are not already members of the State Teachers' Retirement System. This new plan became effective as of July 1, 1996. District and LRCFT representatives shall meet periodically and no more than annually during the term of this contract to discuss the possible offering of this plan to eligible adjunct faculty.
- 3.10.2 The district has implemented the new pre-tax dollar program provided by STRS for faculty members participating in the redeposit of their STRS contribution for prior years service credits through district payroll deductions.

3.11 District Insurance Review Committee Study

- 3.11.1 LRCFT and management representatives shall meet to discuss the possible effects of any changes in the district contribution structure, insurance coverage access issues and/or the voting structure of the committee.

Article 4

Workload

4.1 Definitions of Instructional Modes

- 4.1.1 The Lecture/Discussion Mode includes lectures and discussion/recitation types of classes; direct involvement in all scheduled class sections of the unit member in the delivery of information and direction of class discussions regardless of the technology used; outside preparation by students, i.e. homework; tests, quizzes, and final examinations; student reports and projects submitted to the unit member for evaluation. Examples: social science, art history, and business law. This mode of instruction can include traditional and/or electronic methods of delivery. For example: interactive television and/or interactive computer sessions. See section 4.3.3.3 for independent study and pre-recorded media courses.
- 4.1.2 In the Lab/Shop/Clinic Mode, the unit member provides instruction and supervision of students in lab/shop/clinic settings. This mode includes activities such as tests, quizzes, final exams and student reports and projects submitted to the unit member for evaluation. Examples: chemistry, physics, biology, allied health, block scheduled hours and most courses in the vocational/ technical areas. This mode of instruction can include traditional and/or electronic methods of delivery. For example: interactive television and/or interactive computer sessions. Refer to section 4.3.3.3 for independent study and pre-recorded media courses.
- 4.1.3 In Other Modes of Instruction, the unit member provides individual attention, supervision, counseling or any other form of professional service for the benefit of students in settings other than traditional labs, shops, clinics or classrooms. Other Modes of Instruction is limited to (a) the individuals who were named in the Certificated Specialist Salary/Work Year Understandings of March 12, 1980; (b) counselors, (c) librarians, and (d) college nurses.
- 4.1.4 In Facilitative Modes of Instruction, the unit member assists students by providing coordination of programs, child care center services, and all other activities not defined above.

4.2 Formula Hours

- 4.2.1 Unit member workloads shall be computed in formula hours.
- 4.2.2 A formula hour shall be defined as any one of the following:
 - 4.2.2.1 Fifty (50) clock minutes of the Lecture/Discussion Mode of Instruction per week, per semester.
 - 4.2.2.2 Seventy-five (75) clock minutes of the Lab/Shop/Clinic Mode of Instruction per week, per semester.
 - 4.2.2.3 One hundred and forty (140) clock minutes of the Other Modes of Instruction per week, per semester equivalent. (e.g., $140 \text{ (min)} \times 3 \text{ (fh)} = 420$. $420/60 = 7$ hour work day for a full-time assignment.)
 - 4.2.2.4 One hundred and sixty (160) clock minutes of all Facilitative Modes of Instruction per week, per semester equivalent. (e.g., $160 \text{ (min)} \times 3 \text{ (fh)} = 480$. $480/60 = 8$ hour work day for a full-time assignment.)
- 4.2.3 At the district level, a Workload Study Committee shall be jointly convened by the District and LRCFT to address workload issues of unit members.
 - 4.2.3.1 The committee shall be comprised of equal numbers of unit members and District representatives.
 - 4.2.3.2 The committee is charged with the clarification of the workload issues assigned to it jointly by the District and LRCFT. This shall be accomplished by defining each issue, listing the interests of all affected parties, and identifying reasonable options to meet those interests and resolve the issues.
 - 4.2.3.2.1 The committee may create subcommittees, comprised of equal numbers of unit members and District representatives, to include members more knowledgeable of particular assigned workload issues and may delegate its charges to such subcommittees.
 - 4.2.3.3 The committee shall report its findings by May 1st of each year or the timeline established by the committee.
- 4.2.4. As a result of the 1996-98 study conducted by a committee jointly sponsored by the District and LRCFT, a multi-year funding plan and multi-term implementation plan has been developed to change the current formula hour conversion rate for hours assigned in the laboratory/Shop/Clinic mode of instruction. Contingent upon adequate funding and as further described in Appendix A,
 - 1). One (1) formula hour for laboratory assignment shall be reduced from 75

minutes per week, per semester to 67 minutes per week, per semester, or

- 2). the laboratory clock hour equivalency compared to the lecture hour shall be changed from the current 2/3 rate (0.667) to 3/4 rate (0.750).
- 4.2.4.1. Based upon the Fall 1997 level of staffing and the lecture/lab assignment, funds required to implement the reduction of laboratory hours from 75 minutes to 67 minutes per week per semester are the equivalent funds needed for a three percent (3%) salary schedule improvement for all schedules. Depending upon the total faculty contact hours assigned for laboratory hours in the year or period of implementation, the impact on the salary schedules will vary accordingly.
- 4.2.4.2 In order to mitigate the negative impact of the salary schedule for the cost of implementing the workload adjustment for all laboratory/Shop/Clinic Mode of instruction, a phased restructuring of Salary Schedule A-175 and A-185 shall occur during the same period that funds are accumulated for both the workload adjustment and restructuring. The phased funding and related restructuring of Schedule A-175 and A-185 is further described in Appendix A, section A.2.16.
- 4.2.4.3. Full implementation and the workload impact of laboratory assignments increasing to a 3/4 rate or .75 lecture equivalency is expected to occur over two academic years. The additional instructional faculty required to provide the same number of class offering to students or the same level of staffing for the given term shall be comprised of full-time faculty, adjunct faculty and overload assignments. During the period of implementation of a reduced workload for laboratory assigned hours, the additional faculty required (FTE) each term or academic year shall not negatively impact the District's established Full-Time/Part-time staffing ratio. The cost of the additional faculty requirement which includes the maintenance of the Full-time/Part-time Ratio shall be funded by LRCFT and is further described in Appendix A, section A.2.16.
- 4.2.4.3 Once implemented, any further reduction or change in the laboratory/Shop/Clinic mode of instruction from .75 lecture equivalency shall require that criteria be developed or established that clearly distinguishes between actual laboratory and practicum modes such as labs that require no outside grading, preparation, or complexity.
- 4.2.4.4 The Workload Study Committee (4.2.3) shall convene after complete implementation of the .75 lecture equivalency to determine the extent and scope of any additional workload changes.

4.3 Special Teaching Conditions

4.3.1 *Team Teaching*

Unit members participating in team teaching assignments will receive formula hour credit in proportion to the percentage of in-class involvement. When team-taught class sizes exceed the normal size of classes taught by individual unit members, the formula conditions specified in 4.3.3 (oversize classes) shall apply.

4.3.2 *Use of Instructional Assistants*

Formula hour workload assignments are not adjusted for classes assigned instructional assistants. The use of instructional assistants is intended to result in an increase in learning productivity or effectiveness equating to a higher WSCH generation.

4.3.3 *Oversize Classes*

Credit for oversize classes will be granted on the following basis and subject to the following conditions. Oversize classes may be staffed by regular or adjunct faculty.

4.3.3.1 *Conditions*

4.3.3.1.1 Management reserves the right to schedule and to assign oversize classes.

4.3.3.1.2 Load credit for oversize classes will not be granted without prior approval and assignment by the appropriate administrator.

4.3.3.1.3 Adjustments in formula hours will be made for assigned oversize classes that do not meet enrollment minimums.

4.3.3.1.4 Additional resources will not be allocated or assigned to accommodate oversize classes where such assistance is not provided for normal size classes.

4.3.3.2 Formula hour credit for oversize classes will be granted on the basis of actual enrollment on the first census for the class.

4.3.3.2.1 Credit for oversize classes will be assigned using the following formula:

minimum of 75 students = 1.5 times normal load credit

minimum of 90 students = 2.0 times normal load credit

No more than double credit will be allowed.

4.3.3.3 Not eligible for oversize class credit are classes taught by independent study or classes taught solely by pre-recorded media.

4.3.4 *Work Experience*

Formula hour equivalents will be given on the basis of the following number of students enrolled at fourth week census:

- 5-14 students enrolled - 1 formula hour
- 15-24 students enrolled - 2 formula hours
- 25-34 students enrolled - 3 formula hours

4.4 Course Assignments

Normally, unit members will not be assigned more than 3 different courses concurrently. A course is defined as any single discipline offering of three (3) units or more, or any series of sequential discipline offerings where the unit total is at least three (3). Exceptions shall be by mutual agreement between unit members and supervisors.

4.5 Staffing Levels/Schedules/Overloads

4.5.1 The annual college or district-wide class size goal shall be established in terms of WSCH per full-time equivalent instructional faculty (FTE). The annual class size goal for each college shall be stated in the district's annual budget. The size of the college, off-campus center activity, nature and size of the offerings shall be considered in the establishment of college class size goals. Class schedules and class sizes, other than for Allied Health classes, shall be arranged each semester to achieve the goal or make progress toward achieving the goal.

4.5.2 Class schedules and class sizes for Allied Health shall be arranged each semester to achieve a range consistent with legal/accreditation constraints imposed upon the District by government or accreditation bodies external to Los Rios Community College District.

4.5.3 Schedules for each semester shall be planned to accommodate the needs of students and to efficiently utilize facilities. Before individual schedules and assignments are made, the currently employed unit members will be provided an opportunity to present, in writing, their preferences with regard to such things as courses to be taught, areas of responsibility, day and evening assignments, off-campus assignments, number of different course preparations, maximum number of consecutive formula hours per day and desire for overload. The area dean will consider the unit members' preferences in making schedules and assignments. The unit member will be provided an explanation of assignment upon request.

- 4.5.3.1 At the college level, a College Faculty Workload Committee may be convened by the Vice President of Instruction or LRCFT to determine the WSCH goals for each of the major subject areas, and the workload goals for other service areas, in order for the colleges to obtain the overall assigned workload goals.
- 4.5.3.1.1 The Committee shall be composed of the following: Vice President of Instruction and a minimum of four Area Deans appointed by the College President and an equal number of unit members appointed by the Federation.
- 4.5.3.1.2 In the event that the committee is unable to recommend area WSCH goals at least 60 calendar days prior to the scheduled completion of a semester's schedule planning sheets, the Vice President of Instruction will set the area goals.
- 4.5.3.2 An Area Load Committee composed of the area dean and a representative of each subject area (department spokesperson where appointed) may meet to determine how each area will obtain assigned WSCH goals. If the committee fails to establish WSCH/FTE goals per subject area at least 15 calendar days prior to the scheduled completion of a semester's schedule planning sheet, the area dean will set the area's WSCH goals.
- 4.5.4 No unit member shall be assigned more than one class for a given hour except by mutual consent.
- 4.5.5 *Overload Assignments*
- 4.5.5.1 *Definition:* An overload assignment is an assignment for extra pay in excess of the normal assignment of a full-time unit member. In making overload assignments, preference shall be given to full-time unit members for assignments in their subject area at their college, contingent upon favorable evaluations. In order to maintain preference for an overload assignment, the request must be submitted concurrently with the request for the regular assignment.
- 4.5.5.2 No overload assignment shall be allowed any contract regular full-time unit member until each contract/tenured full-time unit member in each designated division of each college and each tenured part-time unit member has been assigned work in proportion to the percent of load at which the individual is tenured.
- 4.5.5.3 Extra service beyond a regular assignment and contract period shall be allowed on a mutual consent basis to full-time unit members. Extra service shall be compensated for according to placement on salary Schedule B1, B2 or B3, as appropriate. The hourly rate shall be proportionate to the number of hours

required to equal a work day for a full-time assignment as defined in 4.2.2.

4.5.6 Workload distributions will not be discriminatory. Assignments which are alleged to be discriminatory may be grieved. As a prior condition to filing a grievance, the member must appeal the assignment to the College Faculty Workload Committee. The appeal to the Committee substitutes for the Informal Conference provided in 13.3.1, and the time limits of that section are applicable.

4.5.7 *Counselor Workload* The fall semester fourth week enrollment data, excluding those students who are enrolled in only apprenticeship, independent study, or pre-recorded media courses, shall be the basis for determining the subsequent year's full-time equivalent (FTE) authorized counseling level at a ratio not to exceed 1:900. At the completion of the fall semester first census, authorized counseling FTE for the following spring semester will be adjusted to meet the above ratio (1/2 annual FTE) only. Adjunct/overload faculty may be employed until regular faculty are allocated for the following year.

If actual college counselor staffing is in excess of authorized counseling levels, the authorized level may be achieved by the assignment of counselors to perform instructional or other duties, as appropriate. Such assignments may include faculty transfers to another college/site if the particular college's staffing level is below the authorized level (see Article 5).

4.6 Work Year

4.6.1 Management recognizes that the typical faculty load is 60 formula hours and the non credit faculty load is 90 formula hours over a two-year period. However, in order to meet department or scheduling problems, the District reserves the right to make an assignment over that two-year period which could vary from 60-62 formula hours (credit) or 90-92 formula hours (non credit) as part of a unit member's regular load. Faculty assigned in Instructional Mode 1.3 or 1.4 shall be maintained at 60 formula hours over the two-year period. Non credit formula assignments apply only to new faculty (other than those specifically employed to teach non credit classes), whose first day of full-time tenure track service occurs after September 1, 1990, and to Schedules B adjunct faculty employed in non credit classes. Management and Union committee consisting of two managers and two unit members will review the implementation of the non credit work load provision and make a report to the respective parties after one year.

In a given contract year, should the revenue per FTES for non credit classes change more than 10% in proportion to the change in the revenue per FTES for credit classes, then the work load for non credit faculty will be adjusted. Job announcements will clearly state the right of the District to make non credit assignments.

4.6.2 *Exceptions to the standard work year.*

- 4.6.2.1 The work year for Counselors, Program Coordinators, and Certificated Specialists shall be 185 days of service within the fiscal year. The additional 10 days over the standard 175 shall be compensated at a pro rata rate based on each unit member's placement on the "A-175" salary schedule and shall be counted towards retirement and sick leave. Salary Schedule A-185 reflects the pro-rata rate for these unit members.
- 4.6.2.2 The prior agreement of March 12, 1980, concerning Certificated Specialists shall continue in force.
- 4.6.2.3 The work year for Child Care Center employees shall be 180 days of service within the fiscal year based on each unit member's placement on the "C" salary schedule and shall be counted towards retirement and sick leave.

4.7 Work Week

- 4.7.1 The work week of the Los Rios Community College District is defined as follows:
Monday through Saturday beginning at 6:00 a.m. and ending at 10:30 p.m.
- 4.7.2 The work week will normally consist of five consecutive days, with a minimum of 25 hours per week on campus. Exceptions to the five consecutive days shall be by mutual consent.
- 4.7.3 The work day of a 100% full-time classroom faculty member regularly working five consecutive days shall not be longer than nine hours elapsed time from the beginning of the first until the end of the last hour of regular load assignment on that day. The nine hour maximum may be exceeded by mutual consent. Exceptions may be made as a result of enrollment declines, program demands, or single faculty departments in order to fill the tenure level of an instructor.
- 4.7.4 The duty day for a 100% full-time classroom faculty member shall consist of a minimum of two (2) hours on campus per day during the work week for a total not less than twenty-five (25) hours per week for a five (5) day work week. Assignments on committees and scheduled meetings are in addition to the minimum two hours, as are all overload/extra pay assignments. One office hour per day shall be scheduled on all days when classes scheduled are less than six hours for that given day and count as part of the 25 hour work week. An exception to the five-day work week is permitted under conditions set forth in 4.7.4.1 and 4.7.4.2 as follows:
 - 4.7.4.1 Exception to the five-day, two-hour minimum per day work week for full-time, 100% classroom faculty member may be made providing the individual involved is assigned to conduct both (a) a minimum of two separate classes and (b) at least seven formula hours of classroom instruction per semester in classes which are scheduled to begin not earlier than 4:30 p.m. or on

weekends.

Such exception shall not mean that the faculty member is excused from the twenty-five hour per week minimum, nor from department or other meetings, or peer review work station observations that are scheduled on the non-duty day. Such exception shall provide for an instructor academic calendar work year equivalent to 30-32 formula hours per year and a work day assigned at the option of management of any combination of hours between 6 a.m. and 10:30 p.m.

4.7.4.2 Full-time, 100% classroom faculty members assigned to more than one of the college sites (ARC, CRC, SCC, El Dorado Center, Folsom Lake Center) may be exempted from the five-day, twenty-five hour per week, two-hour minimum per day work week provided they are assigned to teach at least six formula hours at the second location.

4.7.4.2.1 Where assignments specified in 4.7.4.2 involve more than one college on the same calendar day, then, within the overall nine-hour work day span per section 4.7.3, the schedule shall accommodate at least one hour of non-assignment time between the end of an assignment hour at one college and the beginning of the next immediate assignment hour at the subsequent college.

4.7.5 Except for overload assignments, there shall be a minimum of 12 hours of elapsed time between the end of the last hour assigned on each day of service and the beginning of the first hour assigned on the next day of service worked. Exceptions shall be by mutual consent.

4.7.6 Counselor Work Day

4.7.6.1 Definitions

Workday — The normal work day for regular full-time Counseling faculty is 7 hours

Student Contact Time — Scheduled time for appointments and/or drop-ins within a work day.

Coverage — The counseling centers are opened year-round. Full-time counselors may be required to provide day and evening coverage.

Professional Development Time — Minimum of five hours per week excluding peak times, additional time available by mutual agreement.

- 4.7.6.2 Peak counseling time shall be identified twice a year by the area dean and department spokesperson.
- 4.7.6.3 During peak time professional development hours will be reduced by 50%, Section 4.7.6.1.
- 4.7.6.4 Counselor Issues Committee will be formed to review and make recommendations on the following issues:
 - A. Coverage issues
 - B. Peak Time
 - C. Peer Review Instruments
 - D. Professional Development Time
- 4.7.6.5 Composition of Committee:
 - A. Deans of Counseling (LRCCD)
 - B. Faculty Representatives will be appointed by LRCFT from each college and Folsom Lake/El Dorado Centers
- 4.7.6.6 Timelines:

Committee to begin work in Fall, 1999 on:

 - A. Peer Review Instrument and criteria to be completed by 12/15/99
 - B. Professional Development Time to be completed by Spring 2000
 - C. Peak time to be completed by Spring 2000
 - D. Coverage Issues to be completed by Spring 2000

4.8 Adjunct Faculty Member Workload

- 4.8.1 Adjunct faculty are “temporary employees” in accordance with the California Education Code. Nothing contained in this section nor in any article of this Agreement places a legal obligation on the District to provide continuing employment for adjunct faculty except as specified in Section 4.8.5 of this Article.
- 4.8.2 Nothing contained in this section nor in any article of this Agreement shall be construed to allow adjunct faculty to be assigned a load over the limit permitted for temporary employees as per the Education Code or by past District practice.
- 4.8.3 The District will make available to currently employed adjunct faculty members a form on which they may indicate their interest in an assignment for a subsequent semester. Those adjunct faculty members who respond by the deadline will be notified no later than 30 days prior to the start of the semester of requested assignment if they are not to be sent a Tentative Class Schedule. Such notification will be either (1) by District mail or (2) by

U.S. Mail using the address provided on the Instructor Availability Form.

- 4.8.4 All those who accept assignments will be subject to the conditions specified on the Tentative Class Schedule. The Tentative Class Schedule in use as of December, 1981, will not be modified in such fashion as to contravene any section or article of this contract.
- 4.8.5 When there is need for additional faculty service in a subject area at a given college beyond that provided by tenured or contract employees, preference shall be given according to the following priority order.

First: Full-time faculty who teach that subject as a part of their regular load at the college where the hiring is to occur.

Second: Adjunct faculty who are employed in or have completed 16 of the last 20 semesters. Such preference shall be at the college where the preference was earned. Faculty may transfer this level of preference to another college, when they have been interviewed, completed two semesters at the new college and received evaluations in which no "needs improvement" ratings were given. By transferring preference to the new college, the employee voluntarily relinquishes preference at the former site.

Third: Adjunct faculty who are employed in or have completed 8 of the last 12 semesters. Such preference shall be at the college where the preference was earned.

Fourth: All other district full-time faculty who meet minimum qualifications and all other applicants from approved pools.

Full-time faculty teaching overloads in subjects outside their regular assignment may earn preference in the same manner as adjunct faculty. Faculty may earn and maintain preference at more than one site.

- 4.8.5.1 In order for the procedure described in section 4.8.3 to be applicable, all of the following conditions must be met:
- A. An Instructor Availability Form must be submitted to the appropriate Area Dean at the college with the opening before the deadline as indicated on the availability form. Forms shall be made available at each college in a location designated by the President.
 - B. Service on an "emergency hire" basis will not be counted for preference.
 - C. The most recent review in the subject area must be "satisfactory. "
 - D. Unit members who retire or resign are considered new adjunct faculty for the purposes of assignment under this section.

- 4.8.5.2 Preference for adjunct or overload assignment may be earned at more than one college. Preference for the purpose of assignments for any individual shall not exceed 40% of a regular full-time load per semester.
- 4.8.5.3 Exceptions to the priority order of preference can be made for any one of the following conditions:
 - 4.8.5.3.1 To enhance staff diversity.
 - 4.8.5.3.2 To obtain the services of a person with unique qualities which would enrich the educational offerings of the District (eminence). Eminence shall be determined by the Chancellor.
 - 4.8.5.3.3 To provide staffing of short term classes at the Public Safety Center, Training Source, and Outreach Centers having a duration of less than three weeks.
 - 4.8.5.3.4 Credit generating contracts through the Training Source.
- 4.8.5.4 Preference in assigning is for the purpose of initial assignment only. When necessary to displace an adjunct faculty member for the purpose of making a full load for a full-time faculty member, such adjustments will be made in the reverse of the priority order (described in section 4.8.5), when possible.
- 4.8.6 The District shall determine for which discipline and subjects an individual adjunct faculty is qualified to teach.
- 4.8.7 The intent of this section is to ensure fairness in the scheduling process. This section does not guarantee assignment of specific class times or sections of a class. The following provisions shall apply when assigning adjunct faculty in preference levels 2 and 3.
 - 4.8.7.1 Adjunct faculty in the above preference levels shall not be denied a load as per 4.8.5.2 for reasons other than a reduction in the program FTE available for adjunct assignment or a documented “needs improvement” evaluation.
 - 4.8.7.2 No adjunct faculty member without preference shall receive a load until each individual adjunct faculty member in preference levels 2 and 3 have received an assignment according to 4.8.5.2 above.
 - 4.8.7.3 The development of a specific work location assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the department spokesperson and area dean. The employee’s preferences in scheduling (time of day, courses, etc.) Shall be given every consideration when consistent with sound educational practices. Assignments which are alleged to

violate the intent of this section as stated in 4.8.7 may be grieved.

4.8.7.4 Additional issues regarding the integration of adjunct faculty will be subject to further discussion between LRCCD and LRCFT as provided in Article 28.

4.8.8 When full-time or adjunct faculty transfer from one college to another college, or are reassigned from one subject area to another subject area, they shall be reviewed at the discretion of the area dean.

4.8.9 Adjunct faculty who have preference according to 4.8.7 and who apply for a full-time position in the same subject area will be screened with all other applicants. A minimum of two such adjunct faculty applicants from the pool, if available, will be provided an opportunity to interview for the position.

4.8.10 Other conditions of employment for adjunct faculty are determined by the district.

Article 5

Assignment of Personnel

5.1 Definitions

- 5.1.1 *Work Location* Work location is defined as the designated duty location of a unit member.
- 5.1.2 *Assignment* The place and hours per day and/or per week which a faculty member is required to be at a specific work location.
- 5.1.3 *Reassignment* A change at the same college in the placement of a unit member within the minimum qualifications which they hold into different departments and/or divisions is a reassignment.
- 5.1.4 *Transfer* The change of a unit member from one college to another into a position for which he/she meets the minimum qualifications.
- 5.1.5 *Reduction in Force* The laying-off of employees with employment rights in the District is to be as defined in law.
- 5.1.6 *Seniority* The employment rights of a faculty member based on the initial date of employment in the District.
- 5.1.7 *Partial Assignments* Less than a full faculty load assignments held by a faculty member with full-time employment rights in the District.

5.2 Reassignment

- 5.2.1 *Voluntary Reassignment* If a vacancy occurs in the same or another department or division outside the unit member's normal assignment, the unit member may submit a written request to the college president to be reassigned. Such requests, if received by the date listed in a transfer list letter addressed to all faculty, shall be considered before those of other applicants. The department or division with the opening may choose to accept an applicant from the lateral transfer pool or may determine that such lateral applicants will be considered in the regular application, screening and interview process.
- 5.2.2 *Involuntary Reassignment* In the absence of volunteers to fill a vacancy internally, the college may administratively reassign from any overstaffed area that qualified faculty member with the lowest seniority.

5.3 Transfer

- 5.3.1 *Voluntary Transfer* If a vacancy occurs in the same or another department or division outside the unit member's normal assignment at another college, the unit member may apply by submitting a request on forms provided by the district for transfer. Such requests, if received by the date listed in a transfer list letter addressed to all faculty, shall be considered before those of other applicants. The college with the opening may choose to accept an applicant from the lateral transfer pool, or may determine that such lateral applicants will be considered in the regular application, screening and interview process.
- 5.3.2 Employee-initiated requests for transfer shall be transmitted through the District Personnel Office to the President and the appropriate departments and/or divisions of the college to which the application is directed.
- 5.3.3 *Involuntary Transfer* If a vacancy in the District is to be filled internally and there are no qualified volunteer faculty members, the District may administratively transfer that qualified faculty member with the lowest seniority in that discipline area from a college which has staff overage.

5.4 Rights of Return

When there is a vacancy in the subject area at the work location from where the employee was originally transferred or reassigned, the employee who has been involuntarily transferred or involuntarily reassigned has the right to such an opening provided:

- 5.4.1 The employee accepts such first available assignment which is at least equal to the percent of assignment (tenure) as previously held in the original unit; otherwise the employee forfeits all rights to return automatically.
- 5.4.2 In the event that there is an opening which is not at least equal to the percent of assignment (tenure) as previously held, the employee has the option to accept the lesser percent of assignment which has become available at the original unit. However, should subsequent opening combinations develop at the original unit which would provide opportunity for the employee to have a reassignment which is at least equal to the percent of assignment originally held by the employee, then the employee must do one of two things, either:
- 5.4.2.1 Accept the developed opening combination which would at least equal the original percent of assignment held, or
- 5.4.2.2 Forfeit all rights to automatic reassignment and also forfeit all rights to the partial reassignment at the original unit. Further, in such case the employee may be reassigned to the initial voluntary position as per the terms of the initial volunteering at the discretion of the District. This section applies to unit

members who either:

- A. apply for an opening and are voluntarily transferred from one college to another college or are voluntarily reassigned from one division to another division within the same college in accordance with the provisions of this article on or after July 1, 1981; or
- B. were reassigned from one division to another division within the same college or transferred from one college to another college during the period from July 1, 1978, through June 30, 1981, by a means other than involuntary reassignment or involuntary transfer.)

5.5 Seniority, Reduction in Force, and Recall Rights

- 5.5.1 All faculty members with re-employment rights shall hold a seniority number corresponding to their relative date of employment in the District.
- 5.5.2 The District shall provide LRCFT with current seniority lists for all bargaining unit employees with re-employment rights no later than 30 days after receipt of a written request. The District shall also notify LRCFT of proposed and determined reductions in force, which employees are affected, and the length of the lay-off, if determinable.
- 5.5.3 In the case of a reduction in force, those faculty members with the lowest seniority shall be laid off first, in accordance with provisions of the Education Code. In the event that future legislation addresses reduction of force, this contract language will prevail if the legislative language is permissive.
- 5.5.4 Return to duty shall be accomplished in the order of the higher seniority first according to the following terms and conditions:
 - 5.5.4.1 If a vacancy occurs, each employee who has been laid off shall be notified by mail of any full- or part-time vacancies in the District. Such notification shall be circulated twenty (20) days before the vacancy shall be advertised for general applicants. The District shall notify LRCFT of the existence of such vacancies. No person without re-employment rights shall be hired as long as there are any qualified faculty members with re-employment rights available for any open position.
 - 5.5.4.2 If a faculty member on lay-off exercises seniority rights for a position which is less of a load than his/her re-employment right, that employee shall retain his/her seniority position in regard to other employment in the District.
 - 5.5.4.3 An employee on lay-off with re-employment rights shall have fifteen (15) days after the mailing of vacancy notices to apply to exercise his/her preferential recall rights.

5.6 Partial Assignments, Academic Year

5.6.1 For regular full-time faculty members, less than full-time assignments may be granted for the following reasons:

5.6.1.1 A reduction from full-time to partial retirement made voluntarily by the certificated employee.

5.6.1.2 A reduction from full-time to partial assignment made at the request of a regular faculty member for reasons of health, personal problems, or professional development. Such partial assignments normally shall not exceed one (1) academic year, but may be extended for good cause.

5.6.1.3 No partial assignments shall be given in a department discipline as long as a regular faculty member with full or part-time employment rights is kept involuntarily on a partial contract that is less than the employee's tenured employment rights.

5.7 Assignment Schedule

5.7.1 The development of a specific work location, assignment(s), and hours shall take into consideration the requests of the faculty member in coordination with the department spokesperson and area dean. The employee's preferences (rooms, time-of-day, courses, etc.) in scheduling shall be given every consideration when consistent with sound educational practices. This section applies to all faculty members, including classroom teachers, counselors, librarians, coordinators, college nurses and certificated specialists. (See Article 20, Management Rights)

5.7.2 An exception to 5.7.1 will be made for athletic coaches, whose hire date is subsequent to July 1, 1990. Said coaches shall continue in their initial assignment as coach for a minimum of 10 years service unless management initiates a change of assignment, section 5.3 of this article notwithstanding.

5.8 Resignations

5.8.1 A unit member who submits a written resignation may, within ten (10) days following the date said resignation was submitted, and prior to Board of Trustees approval, withdraw the resignation without prejudice, except when the resignation is part of a negotiated resignation or given for participation in a special District program in which cases the resignation is effective immediately upon acceptance by the Chancellor.

Article 6

Seniority

- 6.1 In accordance with prevailing state law, the District shall maintain a certificated register; a seniority number will be assigned to each member of the bargaining unit with re-employment rights.
- 6.2 Numbers will be assigned according to provisions in the Education Code. Lower numbers indicate earlier hiring dates; higher numbers more recent dates of employment. The order of seniority for individuals having the same first day of employment is by the assignment of random numbers. Seniority will apply to the tenured teaching load percent designated by Board appointment and subsequent Board reassignment.
- 6.3 Certificated registers shall be maintained in the president's office of each college, at the District Personnel Office and with the president of LRCFT.

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Article 7

Academic Calendar

Representatives of the District administration shall meet with representatives of the Federation on items relating to the academic calendars for each school year.

7.1 General Conditions

- 7.1.1 The calendar meetings shall be completed for the succeeding year no later than January 15.
- 7.1.2 The academic calendars shall be for 175 days of instruction or as otherwise stipulated in state statutes.
- 7.1.3 Holidays specified in Education Code 79020 or other state statutes shall be respected in each academic calendar.
- 7.1.4 The parties intend that the calendars adopted will be extend the greatest opportunity practical to encourage student enrollment.
- 7.1.5 The 175 day work year for unit members shall be accounted for in total within the pertinent academic calendar except as provided for otherwise in Article 6.
- 7.1.6 Every effort will be made to minimize the clustering of holidays on any particular day of the week.

Article 8

Performance Review

8.1 Introduction

The primary goal of faculty performance review is the improvement of the quality of the educational program. The process should promote professionalism, enhance performance, and be effective in yielding a genuinely useful and substantive assessment of performance. To achieve this goal, it is necessary to identify, recognize and nurture excellence; to identify standard performance, to indicate areas where improvement is necessary or desirable. While formal performance review as described in this article occurs on a cyclical basis, informal review by colleagues and supervisors occurs on a continuous basis, and, as such, communication should also be continuous.

8.2 Authorization

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

8.3 Definitions

8.3.1 *Academic year (year)* is the period from the first day of the fall semester through the last day of the following spring semester. The academic year for employees on a 12-month calendar begins July 1 and ends June 30.

8.3.2 *Faculty or faculty member* includes, but is not limited to, instructors, librarians, counselors, community college health services professionals, handicapped student programs and services professionals, E.O.P. & S. professionals, coordinators, and individuals employed to perform a service that, before July 1, 1990, required non-supervisory, non-management community college certification qualifications. (Education Code section 87003)

8.3.3 *The Academic Senate President* is the College Academic Senate President.

8.3.4 *The course syllabus (syllabus)* refers to those handouts that describe the procedures, practices, texts, office hours, grading policies, etc., normally distributed during the first class meeting.

8.4 Standards and Criteria for Performance Review

8.4.1 *Professional Responsibilities*

The criteria below are intended for classroom faculty. The District and Federation agree to convene a committee to develop criteria and performance review forms for counselors (see Article 4), librarians, coordinators and college nurses.

The committee composition shall include: a vice president of instruction, a vice president of student services, a learning resources dean, a librarian, a nurse, a faculty coordinator, and a counselor. The steering committee will begin work in Fall 1999 and will complete all tasks by June 30, 2000. Expected outcomes of the committee work include: Standards and criteria for above categories; elements of review process; composition of review teams; timelines; review procedures; review of adjunct librarians, nurses, and coordinators; develop pilot implementation process for Spring 2000. It is anticipated that committee recommendations be implemented by July 2000 (criteria recommendations by December 15, 1999 and evaluation instruments (self-study form and workstation observation form) by February 15, 2000. The process/criteria for non-classroom faculty performance reviews will remain unchanged, pending the completion of the above referenced committee work.

- 8.4.1.1 Maintains current knowledge of field in performance of assignment.
- 8.4.1.2 Communicates subject matter clearly, correctly and effectively.
- 8.4.1.3 Adheres to the approved course outline for classroom faculty and department standards for non-classroom faculty.
- 8.4.1.4 Accommodates students/clientele with special needs and different learning styles.
- 8.4.1.5 Provides clear assignments or instructions to students/clientele.
- 8.4.1.6 Demonstrates evidence of careful preparation in area of assignment.
- 8.4.1.7 Provides evidence that the dignity of the individual is respected.
- 8.4.1.8 Provides each student a current course syllabus for each course taught every semester, (a copy of which will be maintained each year in the area/division office) and provides a copy to the appropriate administrator.
- 8.4.1.9 Provides clear, legible and timely course grading records/clientele records and/or reports.

- 8.4.1.10 Informs students of academic status in class on a regular basis and in a timely manner.
- 8.4.1.11 Maintains required office hours; makes oneself available to students/clientele (except adjunct faculty who do not hold office hours); and/or meets classes as assigned.
- 8.4.1.12 Demonstrates evidence of active and regular participation in college and/or district governance structures; regularly attends and participates actively in department/area/college/district committees and faculty meetings. (Not applicable to adjunct faculty)
- 8.4.1.13 Demonstrates evidence of participation in professional growth and development activities.
- 8.4.1.14 Works cooperatively and effectively with others.
- 8.4.1.15 Fosters a classroom/laboratory or work place environment that is free from harassment, prejudice or bias.
- 8.4.1.16 Participates in peer review process and serves on peer review committees when requested. (Except adjunct faculty without hiring preference)
- 8.4.1.17 Meets obligations on time; e.g., grades, requisitions, schedules textbook orders, rosters, reports, etc.

8.5 General Conditions

- 8.5.1 If the review team is unable to conduct workstation observations or to distribute and collect student performance review forms due to a lack of cooperation from the faculty member under review, the review will not be considered incomplete. A faculty member's efforts to delay or prevent any element of the review process (for example, failure to schedule or attend a pre-review or post-review conference, as well as items noted above) will not invalidate the review.
- 8.5.2 While the review takes place within the timelines of a given semester or year, the period under review shall be the entire time since the last review.
- 8.5.3 Confidentiality
All matters relating to the performance review process are of a confidential nature. All persons involved in the review process have the responsibility of maintaining this confidentiality. This in no way precludes the faculty member being reviewed from seeking counsel.

8.5.4 Time Lines

The time lines stated for the various review processes guide the direction for the timely accomplishment of the performance review. If a particular target date cannot be met and the performance review or a component of the performance review must be delayed, the employee, or the supervisor or the performance review team will provide a written explanation to the other two parties stating the reasons causing the delay. Good faith efforts will be made towards meeting all target dates.

8.6 Probationary Faculty

The review of probationary faculty shall include the following elements:

- A. *A pre-review conference.*
- B. *A minimum of three direct work station observations* by members of a probationary faculty review team (faculty plus area dean or appropriate administrator). Whenever possible, observations should include different course preparations.
- C. *Self-study* (second, third and fourth years only). Each faculty member will prepare a self-study using the approved format as described in Appendix E and provide copies to all review team members by the beginning of the fifth week of the semester of the review.
- D. *Team review of professional responsibilities*, section 4.1.
- E. *Student review of faculty performance forms*
 - 1. Classroom instructors - In each class section every semester of review.
 - 2. Other faculty - Every semester of review to the greatest extent possible.
- F. *Post-review conference.*

8.6.1 Frequency of Performance Reviews

Probationary faculty shall be reviewed the first semester of employment and every fall semester thereafter.

One formal review per year shall be the norm for probationary faculty performance review; however, additional reviews may be performed with the agreement of a majority of the members of the team.

8.6.2 Probationary Faculty Review Team

8.6.2.1 Purpose: To assess the potential of probationary faculty to become regular faculty and to help probationary faculty achieve excellence in instruction during

the probationary period. In exercising this responsibility, the team may or may not recommend to the appropriate administrator the offer of a second-year contract, a third/fourth-year contract, and after the fourth year the granting of tenure.

8.6.2.2 *Membership*

8.6.2.2.1. The Academic Senate President, in consultation with the area dean or appropriate administrator and the departmental spokespersons, if any, will jointly define the Performance Review Service Area, the area from which faculty shall be selected to form the team.

A.. The Performance Review Service Area shall be regarded as the entire area, a department within the area, a special emphasis within a department or a grouping of related departments or disciplines within an area, depending on the joint determination, as stated above, of the Academic Senate President, the area dean or appropriate administrator and the departmental spokespersons, if any.

B. If the probationary faculty member to be reviewed has a workload split between two or more administrative areas, then the area dean or appropriate administrator who supervises the area in which the faculty member performs most of his/her assigned workload, based on percentage of FTE, shall be the administrator who aids in the determination of the Performance Review Service Area and who serves on the team for that probationary faculty member. In cases in which the load is split evenly, the area deans or appropriate administrators involved will jointly agree on the administrator to be involved in the processes named above.

8.6.2.2.2 The team shall be composed of two or more faculty selected from the Performance Review Service Area, and the area dean or appropriate administrator, with at least one of the faculty named to come from the evaluatee's discipline or from a closely related discipline whenever practicable. In no case will the PFRT be composed of an even number of members. In special cases the Academic Senate President, in consultation with the Academic Senate President(s) from the other college(s) involved, may appoint faculty members from other colleges to help assure that at least one of the faculty on the team comes from the same (or closely-related) discipline as the faculty member being reviewed.

- 8.6.2.2.3 The Academic Senate President or designee, in consultation with the area dean or appropriate administrator and the department spokesperson, if any, shall select the faculty members on the team. Under no circumstances will an appointed mentor to the probationary faculty member under review be appointed to the PFRT.
- 8.6.2.2.4 It is intended that faculty appointed to the team shall serve for the duration of the probationary period. No additional team members will be appointed after the initial team composition has been determined except in those cases where a vacancy occurs due to sabbaticals, retirements, etc., or except as provided otherwise in this article.
- 8.6.2.2.5 The list of faculty selected for the team shall be reviewed by the faculty member under review. During the four-year probationary period, each probationary faculty member will have one preemptory challenge concerning the composition of his/her review team (faculty membership only.) This challenge may be made at the beginning of years 2, 3 or 4, during the first or second week of the semester. The request to replace one faculty member, one time only, must be made in writing to the college Academic Senate President. The vacancy created by the challenge is to be filled by the Academic Senate President, in consultation with the area dean or appropriate administrator and the department spokesperson(s), if any, from the pool of faculty in the Performance Review Service Area as described above.
- 8.6.2.2.6 If appointments are not made by the end of week 3 or the faculty members of the team fail to meet their obligations in the review process, the area dean or appropriate administrator shall give written notice to the Academic Senate President and the LRCFT Campus Vice President of the faculty's failure to act. The administrator shall then proceed with the review, which may include but not be limited to, work station observations.

8.6.3 *Review Procedures* If the team members do not agree on the review, the majority recommendation will prevail; however, a minority opinion may be attached. The area dean or appropriate administrator will be responsible for enforcing timelines. Failure on the part of the team to meet its obligations will invoke the provisions of paragraph 8.6.2.2.6.

8.6.3.1 The recommendation of the review team will be forwarded to the College President for consideration in the president's recommendation to the Chancellor and the Board of Trustees.

8.6.4 *Time Line*

Fall Semester

Weeks 1-6 Pre-review conference - the team and the probationary faculty member meet to discuss the review process. A copy of this article will be provided to and reviewed with the team and the faculty member under review.

Week 3- On an informal basis, team members assist and advise the
End of probationary faculty member.
Semester

Weeks 4-6 Self-study due (second, third and fourth years only.)

Weeks 6-15 Work station observations.

Weeks 10-12 Mandatory mid-semester progress meeting.

Weeks 10-14 Students fill out student review of faculty forms.

Weeks 14-16 All team members meet to discuss the results of the work station observations, the review of professional responsibilities, and the student review forms. Performance review forms including written recommendations will be completed at this time. The team decides whether to recommend continuation of the probationary contract (end of year one and year two). At the end of year four, the team meets to consider whether or not to recommend to the College President that tenure be granted. While the team will meet at the end of year three, no specific tenure recommendation may be made.

Weeks 16-18 Post-review conference - the probationary faculty member and all team members meet to discuss the performance review and to consider the faculty member's plans for the next semester, if applicable. Overall results of the student reviews will be shared, during the meeting; individual review forms will be given to the faculty member after the end of the semester. The area dean or appropriate administrator then submits the review to the College President or designee for submission to District Personnel Office and the faculty member's personnel file.

Appropriate adjustments shall be made for short-term classes.

- 8.6.6 The review team may only make tenure recommendations as part of the fourth year review.
- 8.6.7 Probationary faculty may not be appointed to the position of department spokesperson during probationary status, without the express written approval of the local Academic Senate President.
- 8.6.8 Disposition of Paperwork
A record of the performance review, as provided in this agreement, is placed in the faculty member's District personnel file, along with any written response the faculty member may submit. Individual student review forms will be returned to the faculty member as specified in 8.6.4.

8.7 Tenured Faculty

The performance review of tenured faculty shall include the following elements:

- A.. *A pre-review conference.*
- B. *Self-study.* Each faculty member will prepare a self-study using the approved format, as described in Appendix E and provide copies to all review team members by the beginning of the fifth week of the semester of the review. The self-study shall address "active and regular participation in college and/or district governance structures..." (See Article 8.4.1.1.2).
- C. *Team review of professional responsibilities* (see Section 4.1).
- D. *Student reviews of faculty performance.*
1. Classroom instructors - Each different class preparation; a minimum of two class surveys per instructor where possible. Faculty having only one preparation, nevertheless, must have a minimum of two class surveys.
 2. No student performance review forms need be given in lab portions of lecture/lab classes for the same class and same students, or overload classes in the instructor's regular subject area.
- E. Workstation *observations*, conducted by members of the team, are considered the norm; however, these may be waived by unanimous agreement of the team and the faculty member under review. At the request of the faculty member under review and upon mutual agreement, the workstation observation of classroom instructors may be videotaped in lieu of the in-class observation.
- F. *Post-review conference* with all review team member. The videotape, if used, may be

utilized in the post review conference but shall be returned to the evaluatee after the review has been finalized.

8.7.1 *Frequency of Reviews*

Every three years in the fall or spring semester unless more frequent reviews are recommended by the performance review committee. Faculty who have submitted written notice of retirement in the year of a scheduled review are exempt from review. Special reviews may be conducted under the special circumstances described in Section 8.9.

8.7.2 *Tenured Faculty Review Team*

8.7.2.1 Purpose: To review the performance of tenured faculty. In exercising this responsibility, the team shall make on the basis of its findings one of two recommendations in regard to the faculty members under review: a) that the faculty member should be regarded as having successfully completed the performance review, or b) that the faculty member should have additional reviews as indicated on the performance review form.

8.7.2.2 *Membership*

8.7.2.2.1 The Academic Senate President or designee, in consultation with the area dean or appropriate administrator and the department spokespersons, if any, will jointly define the Performance Review Service Area of the faculty to be evaluated; this is the area from which tenured faculty shall be selected to form the team for purposes of the review.

- A. The Performance Review Service Area shall be regarded as the entire area in which the faculty member to be reviewed serves, a department within the area, a special emphasis or discipline within a department or a grouping of related departments or disciplines within an area, depending on the joint determination by those named in the paragraph above.
- B. If the faculty member to be reviewed has a workload split between two or more administrative areas, then the area dean or appropriate administrator who supervises the area in which the faculty member performs most of his/her assigned workload, based on percentage of FTE, shall be the administrator who aids in the determination of the faculty member's Performance Review Service Area. In cases in which

the assigned load is split evenly between or among areas, the area deans or appropriate administrators involved will jointly agree on the administrator to aid in the determination of the Performance Review Service Area.

- 8.7.2.2.2 Each tenured faculty review team shall be composed of the area dean or appropriate administrator, two tenured faculty members selected from the Performance Review Service Area of the faculty member under review, with at least one of the faculty named to come from the discipline or from a closely related discipline whenever practicable. In special cases the Academic Senate President, in consultation with the Academic Senate President(s) from the other college(s) involved, may appoint faculty members from other colleges to help assure that at least one of the faculty of the team comes from the same (or closely related) discipline as the faculty member being reviewed.
- 8.7.2.2.3 The Academic Senate President, or designee, in consultation with the area dean or appropriate administrator and the department spokesperson(s), if any, shall select the faculty to serve on the team.
- 8.7.2.2.4 The list of faculty selected for the team shall be reviewed by the faculty member under review. One peremptory challenge is allowed. Such challenge must be in writing and directed to the Academic Senate President. The vacancy created by the challenge is to be filled by the Academic Senate President, in consultation with the area dean or appropriate administrator and the department spokesperson(s), if any, from the pool of tenured faculty in the Performance Review Service Area, as described above.
- 8.7.2.2.5 If appointments are not made by the end of week 3 or the faculty members of the team fail to meet their obligations in the review process, the area dean or appropriate administrator shall give written notice to the Academic Senate President and the LRCFT Campus Vice President of the faculty's failure to act. The administrator shall then proceed with the review, which may include, but not be limited to, work station observations.

8.7.3 *Review Procedures*

If the team members do not agree on the review, the majority recommendation will prevail; however, a minority opinion may be attached. The area dean or appropriate administrator will be responsible for enforcing timelines. Failure on the part of the team to meet its obligations will invoke the provisions of section 8.7.2.2.5.

8.7.4 *Time Line*

Prior to the beginning of the semester of review, the appropriate administrator will notify the Academic Senate President of the name of the persons whose performance reviews are to be conducted. In the semester prior to the semester of review, each faculty member to be reviewed will be notified and provided a copy of the self-study format so that it will be prepared by the beginning of the 5th week of the semester of review. For those faculty on a 185-day year, reviews may begin any time after July 1 but must be completed by the end of the following semester.

Fall or Spring Semester

Week 3 Composition of tenured faculty review teams completed.

Weeks 4-6 The team and the faculty member being reviewed meet to conduct the pre- review conference. The self-study is due at the beginning of week five.

Weeks 7-16 Workstation observations are conducted by the team.

Weeks 10-14 Student reviews of faculty performance forms are completed.

Weeks 14-18 Team meets to complete performance review forms. If the team members do not agree on the review, the majority recommendation will prevail; however, a minority opinion can be attached. A post-review conference is held with the faculty being reviewed to discuss the results. Overall results of the student reviews will be shared during the meeting; individual review forms will be given to the faculty member after the end of the semester.

The area dean or appropriate administrator will be responsible for enforcing timelines. Failure on the part of the team to meet its obligations will invoke the provisions of section 8.7.2.2.5.

Appropriate timeline adjustments will be made for short-term classes.

8.8 Adjunct Faculty

The review of adjunct faculty shall include the following elements:

- A. Pre-review conference.
 - B. Self-study (optional). Each faculty member who chooses this option will prepare a self-study using the approved format, as described in Appendix F, and submit the study to the area dean no later than the beginning of the fifth week of the semester.
 - C. A workstation observations of at least one course assignment as defined in Article 4.4 and determined by the team of the adjunct faculty member by the area dean and one, and/or faculty members of the adjunct faculty review team. At the request of the faculty member under review, an additional classroom observation may be made by the other member of the faculty review team as well.
 - 1. For adjunct faculty without preference:
One workstation observation by the area dean or faculty designee.
 - 2. For adjunct faculty with preference:
One workstation observation by a faculty member. The area dean may also conduct a workstation observation.
 - D. Student review of faculty performance forms.
 - 1. Classroom instructors - Each class taught during the semester of review.
 - E. Post-review conference.
- 8.8.1 *Frequency of Reviews*
Per Ed Code Section 87760 et seq., temporary faculty will be reviewed the first semester of employment; thereafter, at least once every three years.
- 8.8.2 *Committees*
Review of adjunct faculty will require the formation of the following area/department team:
- 8.8.2.1 Adjunct Faculty Review Team
 - 8.8.2.1.1 Purpose: The team will review the faculty member's student reviews and the review, and self-study if submitted, of the adjunct faculty member to certify that it agrees or disagrees with the review as completed by the area dean, appropriate administrator, or designee. If the faculty team members disagree with the review, then the team may elect to send one or more of its members to observe the faculty member at his/her workstation and then discuss their findings with the team.

8.8.2.1.2 Membership/Procedures:

8.8.2.1.2.1 A review team shall be formed in every area that contains adjunct faculty scheduled for review.

8.8.2.1.2.2 The faculty members serving on this team shall be appointed by the Academic Senate President, or designee, in consultation with the area dean or appropriate administrator and department spokesperson, if any, from the pool of faculty in the area. The department pool may include adjunct faculty with hiring preference, whenever possible.

8.8.2.1.2.3 The review team shall consist of two faculty members and the area dean.

8.8.2.1.2.4 A faculty member will conduct the workstation observation of an adjunct faculty member. The faculty member being reviewed may request to have a faculty member other than the one initially appointed to do the workstation observation. Such request shall be made in writing to the local Academic Senate President before week six or before the first workstation observation. At the option of the area dean, the dean may conduct an additional workstation observation..

8.8.2.1.2.5 If appointments are not made by the end of week three or the faculty members of the team fail to meet their obligations in the review process, the area dean or appropriate administrator shall give written notice to the Academic Senate President and the LRCFT Campus Vice President of the faculty's failure to act. The administrator shall then proceed with the review, which may include, but not be limited to, work station observations.

8.8.3 *Time Lines*

The time lines for the review of adjunct faculty will approximate the weekly time lines for the review of tenured faculty. However, the review must be completed before the end of the semester/assignment. Appropriate time line adjustments will be made for assignments of duration of less than a full semester.

8.8.4 *Short-Term Classes: Public Safety Center/Outside Agencies*

For adjunct faculty who are employed at the Public Safety Center or at other outside agencies where the agency has its own review procedure, the review may consist of the review procedure of the agency, provided that student review is a part of that process.

8.9 Special Circumstances

Under special circumstances, all regular and temporary faculty are subject to special review. The intent of such reviews is to provide for additional review between regularly scheduled reviews.

8.9.2 *Conditions for Special Review*

The area dean or other appropriate administrator or faculty may request a special review only for the following reasons:

- A. Complaints that an instructor is not teaching the approved course curriculum.
- B. Evidence of behavior suggesting mental or physical impairment that would make it impossible for the faculty member to perform the normal duties assigned.
- C. Abusive treatment of students and/or staff.
- D. Violations of the faculty code of ethics as adopted by the Academic Senate and endorsed by LRCFT.
- E. Evidence of violation of sexual harassment and/or discrimination laws.

Special reviews are not to be requested in issues involving academic freedom.

8.9.1 *Special Circumstances Committee*

8.9.2.1 Purpose: To consider written requests by administrators or peers for a special review of a faculty member outside the regular review cycle.

8.9.2.2 *Membership*

8.9.2.2.1 The committee shall be composed of the following:

- A. The President's management designee.
- B. The appropriate Vice President.
- C. The Academic Senate President
- D. July 30, 1999A faculty member appointed by the LRCFT Campus Vice President.

8.9.2.3 In case of a tie vote in the committee or whether or not a special review shall be held, the College President shall make the final determination.

8.9.3 *Special Review*

If a special review is invoked, a review team will be formed. The special review team will consist of one manager appointed by the College President, one faculty member appointed by the LRCFT Campus Vice President, and one faculty member appointed by the Academic Senate President. The manager and the faculty may not necessarily be from the area of the faculty member being reviewed. The special review team will determine which options, as outlined for the review of the particular category of faculty, will be used in the special review process modified to be appropriate to the reasons cited for the special review. The appropriate Vice President and the LRCFT Campus Vice President will meet separately with the faculty member to be reviewed and the special review team to discuss the reasons for the special review. The review will be conducted according to procedures and time lines established by the team.

8.10 Miscellaneous

8.10.1 Amendments

Both parties recognize that the procedures for performance review may need adjustment or modification as they are followed. It is agreed, therefore, that this Article may be amended by the parties as necessary and mutually agreed to during the term of this contract.

8.10.2 Due Process

8.10.2.1 In all reviews, the reviewer(s) shall cite specific examples and provide clear suggestions for improvement in writing for each "Needs Improvement" and "Unsatisfactory" mark. The faculty member under review shall have an opportunity to append any written rebuttal or explanations to the review form. The review form with such rebuttal or explanations will become an official part of the employee's Personnel file.

8.10.2.2 A faculty member who alleges a violation of the review process in his or her evaluation may use the grievance procedures under Article 13 of this agreement.

8.10.2.3 Issues that have not been raised formally and documented during the evaluation period may not be used negatively in the evaluation.

8.10.3 Student Reviews

The basic Student Review of faculty performance form for classroom instructors shall be uniform throughout the District. It shall be administered and collected by someone other than the faculty member under review or any of his or her current students. The instructor will not be present during the administration of the review form. The area dean is responsible for the student review process. Forms and processes for the review of non-classroom faculty will be developed no later than May 1, 2000.

8.10.4 *Children's Center*

Review procedures shall be developed for unit members who are employees of the Children's Center no later than May 1, 2000.

8.10.5 *Disposition of Paperwork*

A record of the performance review, as provided in this agreement, is placed in the faculty member's District personnel file, along with any written response the faculty member may submit. Individual student review forms will be returned to the faculty member as specified in the time lines sections.

8.10.6 A mandatory training program for peer review team members will be developed jointly by the Academic Senate, District, and Federation and presented during flex activities for the Spring 2000 semester.

Article 9

Leaves With Pay

The District shall grant paid leaves of absence to contract/regular faculty and Children's Center employees for: (a) sickness (9.3), (b) personal necessity (9.4), (c) industrial accident or illness (9.5), (d) quarantine (9.6), (e) bereavement purposes (9.7), (f) critical illness (9.8), (g) jury duty (9.9), (h) judicial appearances (9.10), (i) personal business (9.11), (j) sabbatical/professional development (9.12 through 9.15), and (k) exchange teaching (9.16), subject to the conditions set forth in the following sections.

The District shall grant paid leaves of absence to long term temporary (Refer to Section 2.4.4) and adjunct faculty members and temporary Children's Center employees for: (a) bereavement purposes, (b) sickness, (c) industrial accident and illness, (d) personal necessity, and (e) quarantine, subject to the conditions set forth in the following sections.

9.1 Definitions

9.1.1 *Absence* Time away from working duties and/or work location during required periods of service.

9.1.2 *Authorized Absence* Absence which is taken in accordance with this agreement.

9.1.3 *Administrative Officer* For the purpose of notification of absence or leave, the appropriate dean or the college president is the administrative officer at the college.

9.1.4 *Immediate Family*

Mother, father, grandparent or grandchild of the employee or of the employee's spouse; and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt or uncle of the employee; or any person living in the immediate household of the employee.

9.1.5 *Industrial Accident or Illness* Illness or injury which is supported by a physician's or approved practitioner's certificate which qualifies under State Worker's Compensation Insurance as being work-connected.

9.2 General Conditions Applicable to All Leaves with Pay

- 9.2.1 *Notification to Administrative Officer* The employee shall notify the appropriate dean or college president of the reason for the leave and the amount of time to be involved. When the absence cannot be anticipated in advance, the appropriate administrative officer shall be notified of the reason for the absence and the estimated time required at the employee's earliest reasonable opportunity.
- 9.2.2 *Documentation Required* The administrative officer may require documentation supporting the employee's need for absence. Documentation shall be required for any absence in excess of 10 days.
- 9.2.3 *Report of Absence* Upon termination of absence, the employee shall complete the report of absence form stating the reason for absence.
- 9.2.4 *Gainful Employment Disallowed* An employee shall not be allowed to undertake any gainful employment while absent unless specifically authorized by the Board of Trustees. The employee may be required to certify that he/she was not gainfully employed.
- 9.2.5 *Salary Compensation* Employees who are absent from work during required periods of service shall be entitled to salary compensation during the period of such absence as expressly provided by this agreement.
- 9.2.6 *Failure to Return to Duty* An employee who fails to return to duty upon completion of a leave of absence may be dismissed by the District unless such employee was unable, due to causes beyond his/her control, to return to duty, in which event the employee may report the circumstances as soon as he/she is able to do so.
- 9.2.7 *Effect of Paid Leave on Continuity of Service* Periods of paid leave shall not be considered a break in service.

9.3 Sick Leave

Absences due to the illness of the employee may only be charged to sick leave on assigned duty days.

- 9.3.1 *Compensation* Sick leave shall be available for all faculty and Children's Center employees after the first day the employee reports for work in each fiscal or school year.
- 9.3.2 *Accrual of Paid Sick Leave* Faculty and Children's Center employees shall earn paid sick leave as follows:
- 9.3.2.1 Ten month full-time employees shall be entitled to ten days of paid sick leave for each school year earned at a rate of one day per month.
- 9.3.2.2 Twelve month full-time employees shall be entitled to twelve days of paid sick leave for each fiscal year earned at a rate of one day per month.

- 9.3.2.3 Less than full-time (100%) employees shall be entitled to paid sick leave in proportion to the ratio of their work hours and work months to full-time faculty employment.
- 9.3.3 Unused sick leave may be accrued indefinitely and upon retirement may be added to retirement benefits depending upon STRS regulations in effect upon retirement.
- 9.3.4 Employees on leave of absence for reasons other than illness or injury will maintain accrued paid sick leave but, with the exception of sabbatical leave, will not earn additional paid sick leave during the period of leave.
- 9.3.5 Payment of Paid Sick Leave
- 9.3.5.1 A regular faculty member shall be paid at the regular salary rate during the period he/she is using accrued paid sick leave. A regular faculty member who has used all accrued sick leave will be advanced as much sick leave as the employee could earn during the remainder of the academic year. Sick leave payment for adjunct faculty and Long Term Temporary employees is provided only as earned.
- 9.3.5.2 If absence because of illness or injury extends beyond the foregoing allowance, the employee may be eligible for “five month law” benefits (E.C. 87780). If the employee provides the District with an acceptable medical verification, the employee shall be compensated at the rate of 50% of the employee’s regular salary, commencing with the date that the paid sick leave terminated and ending five months after the original absence. The benefit provided in this section shall not be cumulative from year to year nor shall an employee be credited with more than one entitlement of the “five month law” benefit for a single illness or injury. This benefit is available to the employee whether or not he/she is placed on long-term personal leave for health reasons by the Governing Board. Long term temporary employees are not eligible for this benefit.
- 9.3.6 If an employee leaves the service of the District after having been paid more sick leave than has been earned, a deduction for such excess sick leave pay shall be made or recovered from the final salary payment. If the adjustment for excess sick leave payment is discovered after the distribution of the final salary payment, other repayment provisions shall be arranged between employee and the District.
- 9.3.7 *Transfer of Sick Leave* A faculty member or Children’s Center employee who has completed at least one year of service in another California public school district and has not been dismissed for cause, shall have accumulated sick leave transferred to this District within one year of accepting employment with this District. (Ed. Code)
- 9.3.8 *Use of Sick Leave for Maternity/Paternity Reasons*

- 9.3.8.1 An employee shall have the right to utilize accrued sick leave for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom. The employee will submit a physician's statement to the appropriate dean verifying the period of time (with beginning and ending dates) that the employee was temporarily disabled.
- 9.3.8.2 A faculty member shall have the right to utilize up to ten (10) days of earned sick leave for absences necessitated by reasons listed in 9.3.8.1 or to care for his/her newborn child, or the mother of his newborn child, without prior medical verification. The use of this accrued sick leave is intended for the employee not covered under Section 9.3.8.1 above. Whenever possible, members shall give advance notice of utilization of this leave. When advance notice is not possible, employee will notify his/her supervisor within twenty-four (24) hours of the commencement of the leave.
- 9.3.8.3 A faculty member or Children's Center employee who is adopting a child shall have the right to utilize ten (10) days of accrued sick leave for the purpose of caring for the needs of a newly adopted child.
- 9.3.8.4 The District shall comply with all applicable state and federal laws pertaining to family care leaves.

9.3.9 Health Leave Requirements

If an absence due to the illness of the employee exceeds 10 days, the employee is required to apply for a health leave.

9.4 Personal Necessity Leave

- 9.4.1 Six days of accrued sick leave may be used during any academic year by the employee in cases of personal necessity. Personal necessity leave shall be limited to circumstances that are serious in nature that the employee cannot reasonably be expected to disregard, that necessitate immediate attention, and that cannot be taken care of after work hours or on weekends. Examples of appropriate use of personal necessity leave are religious observances of the employee's faith and illness of immediate family members (see 9.1.4). Personal Necessity Leave is available to regular faculty (175 day work year) and adjunct faculty during the Fall and Spring semester only and for regular faculty working a 185 day work year. The Leave is available for use during the defined work period. Regular faculty teaching overload or regular/adjunct faculty teaching summer classes are not eligible for Personal Necessity Leave. Long term temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.
- 9.4.2 The employee, whenever possible, should submit written request for personal necessity leave to the employee's supervisor prior to the requested leave (except as noted in 9.4.3). Approval for the leave must be received from the employee's supervisor prior to

commencement of the leave.

9.4.3 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

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

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

9.4.3.3 Imminent danger to home of employee when the danger requires the attention of the employee during his/her assigned hours of duty. Such danger may be occasioned by flood, fire, earthquake or be of other serious nature, and under such circumstances as cannot reasonably be disregarded by the employee.

9.4.4 *Additional Uses of Personal Necessity Leave* These six days of accrued sick leave may be used by employees to supplement:

9.4.4.1 Critical illness leave (See section 9.8)

9.4.4.2 Judicial appearance leave when employee is required to appear as a litigant or as a witness when the appearance is not brought about by the misconduct of the employee.

9.4.4.3 Bereavement leave

9.4.5 The employee must submit a completed employee report of absence form in duplicate to the immediate supervisor upon returning to service.

9.5 Industrial Accident and Illness

9.5.1 The District will maintain insurance for the benefit of the faculty and Children's Center employee who sustains a personal injury in the performance of the job assigned by the District. Industrial accident or illness is defined as an illness or injury supported by a physician's or recognized practitioner's certificate and qualifying as being work-connected in this District.

9.5.2 Faculty members and Children's Center employees shall be granted industrial accident and illness absences with full pay for each such accident or illness. Allowable leave shall not exceed sixty (60) working days for the same accident. Allowable leave shall not be cumulative from year to year. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred. (E.C.87787)

- 9.5.3 Industrial accident or illness absence shall commence on the first day of absence from work and shall be reduced by one day for each day of authorized absence regardless of any temporary disability award.
- 9.5.4 During industrial accident and illness absence, the employee must remain within the State of California, unless specifically authorized to travel elsewhere by the Chancellor.
- 9.5.5 Employees are expected to exercise due care in performing their duties and to report all hazardous conditions to their immediate supervisor.
- 9.5.6 Should an employee sustain a personal injury on a job with this District, the employee shall notify his/her supervisor as soon as is reasonably possible.
- 9.5.7 Benefits cannot be paid to an injured employee unless the report of the accident has been filed by the employee with the supervisor and the employee has been examined by a physician or recognized practitioner within a reasonable time after symptoms have been observed.
- 9.5.8 The District has the right under terms and conditions of the District insurance program to have the employee examined by a physician or recognized practitioner designated by the District to assist in determining the length of time during which the employee will temporarily be unable to perform assigned duties and the degree to which a disability is attributable to the "injury or illness involved."
- 9.5.9 When entitlement to industrial accident/illness leave has been exhausted, entitlement to earned sick leave will then be used. If an employee has less than three years of service, earned sick leave shall be used.
- 9.5.10 If an employee is receiving a compensation award, the person shall be entitled to use only as much of sick leave as, when added to the compensation award, will provide for a regular day's pay.
- 9.5.11 During any paid industrial accident and illness absence, the employee shall endorse to the District the temporary disability indemnity checks received. The District, in turn, shall issue the employee appropriate warrants for the payment of not more than full salary less normal retirement and other authorized contributions.
- 9.5.12 All disputes arising in compensation cases shall be remedied according to law.

9.6 Quarantine Leave

An employee who is quarantined by county health officers shall receive salary entitlement during the period of enforced quarantine. If the employee is not ill, no deduction will be made from accrued sick leave. Quarantine Leave is available to regular faculty (175 day work year) and adjunct faculty during the Fall and Spring Semester only and for regular faculty working a 185

day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload, or regular/adjunct faculty teaching summer classes are not eligible for Quarantine Leave. Long Term Temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.

9.7 Bereavement Leave

Each unit member shall be granted necessary time off with salary entitlement not to exceed three working days, or five working days if out- of-state travel is required, in the event of the death of any member of the employee's immediate family as defined in Section 9.1.4. (E.C. 87788.) (See also 9.4) Bereavement Leave is available to regular faculty (175 day work year) and adjunct faculty during the Fall and Spring semester only and for regular faculty working a 185 day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload, or regular/adjunct faculty teaching summer classes are not eligible for Bereavement Leave. Long Term Temporary employees are eligible for this leave for the employment period that he/she is working in the temporary position.

9.8 Critical Illness Leave

9.8.1 Contract/regular employees shall be granted three days per year salary entitlement in the case of critical illness or accident of a member of the immediate family. Critical Illness Leave is available to regular faculty (175 day work year) for use during the Fall and Spring semesters only and for regular faculty working a 185 day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload/summer classes and adjunct faculty are not eligible for Critical Illness Leave. Long Term Temporary employees are not eligible for this leave.

9.8.2 The District may require the employee to attach to the report of absence forms a written statement from the attending physician or recognized practitioner attesting to the need of the employee to be present during the period of critical illness of the immediate family. (Refer also to personal necessity leave. (9.4))

9.9 Jury Duty Leave

9.9.1 A contract/regular employee who is called for jury duty will be granted a leave of absence with salary entitlement for such daily time as is necessary to complete jury obligation. Jury Duty Leave is available to regular faculty (175 day work year) for use during the Fall and spring semesters only and for regular faculty working a 185 day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload, Long Term Temporary employees and regular/adjunct faculty teaching summer classes are not eligible for Jury Duty Leave.

9.9.2 The employee will notify his/her administrative officer of the notice to appear for jury selection.

9.9.3 *Payment for Services While on Jury Duty* The employee serving on jury duty will receive salary entitlement from the District provided the employee signs over and remits all compensation received during the paid leave of absence for such jury duty, exclusive of mileage, meals, and lodging, to the District.

9.10 Judicial Appearance

One day of leave will be allowed for a contract/regular employee to make a mandatory court appearance, as a litigant, or as a witness when the appearance is not brought about by the misconduct of the employee. (See 9.4) Judicial Appearance Leave is available to regular faculty (175 day work year) during the Fall and Spring semesters only and for regular faculty working a 185 day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload/summer classes, Long Term Temporary employees and adjunct faculty are not eligible for Jury Duty Leave.

9.11 Personal Business

9.11.1 Each full-time contract/regular employee may be granted a maximum of two days per year to resolve business-type matters which require attention during work hours and which are the responsibility and rightful concern of the individual. Unused personal business days do not accrue or carryover from one year to the next. Personal Business Leave is available to regular faculty (175 day work year) during the Fall and Spring semester only. For regular faculty working a 185 day work year, the Leave is available for use during the defined work period. Regular faculty teaching overload/summer classes, Long Term Temporary employees and adjunct faculty are not eligible for Personal Business Leave.

9.11.2 Personal business leave is to be used for activities that the employee could not reasonably be expected to accomplish during non-duty times. Financial or legal appointments are appropriate uses of personal business leave. Personal or professional travel or recreational activities are not appropriate uses of personal business leave.

9.11.3 The unit member who takes a personal business leave assumes the responsibility for meeting all professional obligations, including presenting to students the material missed as a result of the absence. It is required that the appropriate administrator be advised that personal business leave will be taken. Advance notification is expected except under extenuating circumstances.

9.12 Professional Development Leaves, Types A and B

(See Chart of Professional Development Leaves, Appendix D)

9.12.1 *Nature and Purpose* These leaves provide release from regular duties to enable unit members to respond to changing educational conditions and student needs. These leaves allow time for unit members to engage in studies, projects, or other beneficial activities which do not fall within their regular responsibilities.

9.12.2 *Duration*

9.12.2.1 Type A is leave of one semester at full pay or one year at half pay.

9.12.2.2 Type B is leave at full pay of up to 100% reassigned time for up to one year in duration.

9.12.2.3 Leaves shall normally commence at the beginning of a semester.

9.12.3 *Eligibility*

9.12.3.1 Any tenured faculty member who has satisfactorily completed a sequence of seven full years of service with the District is eligible for a Type A leave. In addition, there must be 7 years of satisfactory service between Type A leaves granted to one individual.

9.12.3.2 Any tenured or tenure-track faculty member who has satisfactorily completed a sequence of three full years of service with the District is eligible to apply for a Type B leave. There is no service requirement between Type B leaves.

9.12.4 *Criteria* Applications for leaves will be considered according to one or more of these categories:

9.12.4.1 Retraining of applicant to allow for future new assignment in a needed area as determined by District priorities.

9.12.4.2 Studies, projects, or activities that provide staff with opportunities to upgrade skills and knowledge for current or future assignments.

9.12.4.3 Studies, projects, or activities for the improvement of curriculum, educational delivery systems, student personnel services, or other support services.

9.12.4.4 Studies, projects, or activities for development or revision of certificate or degree programs.

9.12.4.5 Studies, projects, or activities related to feasibility or revision of new or existing programs.

9.12.4.6 All categories shall be regarded as equal in value; applications falling within any one or more categories shall be considered equal in rank.

9.12.5 *Application Procedures*

9.12.5.1 Eligible faculty will apply on standard forms to the college Professional

Standards Committee.

9.12.5.2 Each application must be accompanied by the following:

9.12.5.2.1 An outline of the planned program containing a statement of purpose and objectives, and a detailed description of the activities proposed, and budget or resources support.

9.12.5.2.2 An appropriate method of evaluation.

9.12.5.2.3 A plan for sharing the results of the studies, projects, or activities.

9.12.5.2.4 A signed sabbatical leave agreement.

9.12.6 *Selection of Candidates*

9.12.6.1 The Professional Standards Committee will review all faculty applications and submit its recommendation to the college president. The president's recommendations will be sent to the Chancellor for presentation to the Board of Trustees each semester. Should the president disagree with the committee's selection, the reasons shall be given in writing and forwarded to the committee within two weeks after submission. Any faculty member who is recommended for a leave by the college Professional Standards Committee and is not recommended by the college president or the Chancellor shall have the right to appeal to the Board.

9.12.6.2 The primary factors to be considered in evaluating a request for leave will be:

9.12.6.2.1 The relative potential benefit to the college, the students and the certificated employee making the request.

9.12.6.2.2 The applicant's high level of performance of duties.

9.12.6.3 The final selection among recommended candidates shall rest with the Board of Trustees.

9.12.7 *Process of Reporting*

9.12.7.1 Within three months after returning to regular duties, the recipient shall submit a report to the Professional Standards Committee. The Committee will review the report and recommend approval or disapproval to the College President. Upon approval of the President, the report is transmitted to the Chancellor.

9.12.7.2 The recipient's report will include methods for sharing the results of studies,

projects, or activities with colleagues, the college, and the community, where appropriate.

9.12.7.3 A copy of the report will be filed at the college library and in the Chancellor's office.

9.12.7.4 A self-evaluation will be filed at the end of one year following return from leave with the Professional Standards Committee.

9.12.8 *Number of A and B Leaves Per Year*

9.12.8.1 As of July 1, 1999, six (6) Type A leaves are available and the full-time equivalent (FTE) total for Type B leaves is four (4) FTE. Leaves of Type A and Type B may be granted annually by the District up to a combined total number of leaves which equals two percent (2%) of the full-time FTE. reported for the previous Fall to the State Chancellor's Office. This State compliance report filed in November of each year reflects the district's full-time faculty staffing level and full-time/part-time staffing ratio as required per Title V provisions. The district's calculated "Full-Time Faculty" or FTF as shown on this report shall be used as the basis for determining the maximum number of Type A and B Leaves that may be available in the succeeding contract year. The maximum number of authorized leaves shall be rounded to the nearest .20 leave increments and any fraction of a leave shall be added to the number available for Type B Leaves. For example:

Per State compliance report:

750 FTF	x 2%	= 15	A and B Leaves
800 FTF	x 2%	= 16	A (10) and B (6) Leaves
811 FTF	x 2%	= 16.2	A (10) and B (6.2)

9.12.8.2 During the 1999-2002 contract period only, a phased increase to achieve the number of Professional Development Leaves that is two percent (2%) of the Fall 1998 FTF is planned. Based upon Fall 1998 FTF reported to the State, six additional leaves is planned during this period contingent upon the identification of sufficient funds to support the increase.

9.12.8.2.1 As Type A and B Leaves are funded during this period, the additional leaves shall be applied proportionately to the current number of established Type A(6) and B(4) Leaves to eventually achieve a total of ten (10) Type A Leaves and six (6) Type B Leaves (total -16). The phased funding of the six (6) additional Leaves is described in Appendix A, section A.2.14 and A.5.1.3.

9.12.8.2.2 With the establishment of sixteen (16) Type A and B Leaves,

section 9.12.8.1 shall apply. If the total number of sixteen leaves are achieved prior to the 2001-02 year, additional leaves shall be based upon the two percent factor described in section 9.12.8.1.

9.12.8.3 Any increase in the number of type A and B leaves stated in 9.12.8.1 shall be authorized pending the identification of sufficient revenues to support the additional cost for such leaves. LRCFT and district representatives shall meet in November or December of each year to review the calculated maximum number of leaves. The cost of the increased Leaves shall be funded from LRCFT's proportionate share of revenues as described in Appendix A, A.2.14.

9.12.8.4 The Professional Standards Committee of each college may recommend to the President of the college that a Type A leave or leaves be converted to Type B leave or leaves. The conversion is to be an even exchange in terms of FTE. According to 4.12.2 of the LRCFT Agreement, one Type A leave is equal to one semester at full pay (.50 FTE). Thus, the Committee may recommend that a Type A leave be converted to .50 FTE of Type B leaves.

The Professional Standards Committee may make this recommendation each year at each college. It is understood that the agreement is for conversion of Type A into equivalent Type B leaves and does not apply to conversion of Type B into Type A leaves.

9.12.8.5 If a college does not recommend its minimum allocation of candidates in a given year, it may request Board approval to carry the remaining minimum leave openings to the following year.

9.12.9 *Service Agreement with the District for Type A Leaves*

9.12.9.1 The applicant shall agree in writing to serve the District for a period of time which is equal to twice the period of the leave immediately after the completion of the leave.

9.12.9.1.1 If this agreement is not fulfilled, the applicant shall be required to repay to the District an amount which bears the same proportion to the total compensation received as the amount of time which was not served bears to the total amount of time agreed upon.

9.12.9.1.2 This obligation shall be canceled if death or permanent disability prevents fulfilling the terms of the contract.

9.12.10 *Salary While on A or B Leave*

9.12.10.1 For Type A leave, the employee may be paid full salary for a one semester leave or half salary for a one year leave. The salary shall be paid in the same manner as if the employee were performing regular duties in the District.

9.12.10.2 For Type B leave, the employee shall be paid for reassigned time granted in the same manner as if the employee were performing regular duties in the District.

9.12.11 *Fringe Benefits While on A or B Leave*

The employee shall receive the same benefits (medical, dental, and long-term disability) granted to full-time regular employees. The leave shall be considered as time in service with the District for salary schedule purposes providing all requirements of the leave are met.

9.12.12 *Retirement Service Credit*

Time shall be credited for retirement purposes as governed by the policies of the State Teachers' Retirement System. The faculty member's contribution will be deducted in proportion to the salary received.

9.12.13 Sick leave may not be used to extend Type A or Type B leaves.

9.12.14 *Credit for Work Completed During A or B Leave*

Academic credits or credentials earned or degrees awarded, research or work experience accomplished during leave shall be applied toward salary classification and professional growth requirements in accord with existing District policies.

9.13 Professional Development Leave, Type C

9.13.1 *Eligibility for Leave* Faculty who teach overloads without additional compensation may accrue the equivalent formula hours (EFHs) up to a maximum of thirty (30) equivalent formula hours which may be applied towards a Type C, Professional Development Leave.

9.13.1.1 The equivalent formula hour shall be determined each contract year and shall be based upon the proportionate level of pay at Class III, Step 1 that Schedule A bears to Schedule B.

9.13.1.2 A new agreement must be signed prior to the start of the semester or contract year in which the nonpaid overload assignment occurs.

9.13.1.3 Fifteen (15) equivalent formula hours must be accrued prior to taking the leave and are required for each semester of Type C leave.

9.13.1.4 Equivalent formula hours earned in excess of 30 EFHs by the end of the semester/contract year, shall be paid to unit members in the semester when earned. Payment shall be based upon the appropriate Schedule B class and step of the unit member.

9.13.2 *Duration and Timing of Leaves*

9.13.2.1 Type C leaves must be taken in one semester/half year or full year increments.

9.13.2.2 The semester or year selected must be mutually agreeable to unit member and District, based on the educational program and staffing needs of the college.

9.13.2.3 Equivalent Formula Hours Determination

9.13.2.3.1 Formula hours accrued as of June 30, 1993, shall be converted to the equivalent formula hours based upon the terms and provisions of agreements previously signed by unit members.

9.13.2.3.2 For those unit members who have accrued EFHs as of June 30, 1993, the conversion rate stated in the original agreement shall be applied to nonpaid overload formula hours earned after July 1, 1993, until a maximum of 30 EFHs is accrued.

9.13.3 *Application for Leave*

9.13.3.1 The unit member shall apply for a Type C leave by submitting a written request to his/her supervisor.

9.13.3.2 The request shall be reviewed by the College President and forwarded to the Director, Personnel Services.

9.13.4 *Salary and Benefits* Salary while on a Type C leave shall be at the unit member's appropriate step on Schedule A. Regular health, dental and long-term disability benefits will be continued. Type C leaves are exempt from Section 9.2.4. Faculty on Type C leave shall receive service credit for salary advancement and retirement.

9.13.4.1 Faculty members are not entitled to payment for unused EFHs unless they leave the department.

9.13.5 *Service Agreement* There is no service requirement upon completion of a Type C leave.

9.14 Professional Development Leave, Type D (Difference-in-Pay Leave)

- 9.14.1 *Eligibility* A unit member shall be eligible for a difference-in-pay leave if he/she has served full-time for seven years and at least three years after any previous full-time professional development leave.
- 9.14.2 *Application* Projects for Type D leaves may be identified by either the unit member or by management. The unit member shall submit an application to the College President for the President's approval. The application shall include a statement of purpose for the leave and a description of a proposed project. The Area Dean shall provide a statement regarding the possible effect of the leave on student needs and educational program.
- 9.14.3 *Salary* The salary for a difference-in-pay leave for a unit member shall be the difference between the unit member's salary and the salary at Class II, Step 6, Schedule A-175.
- 9.14.4 *Benefits* The leave shall be considered as time in service with the District for salary schedule purposes, provided all requirements of the leave are met. The District will not pay health and dental insurance premiums, but the employee may continue his/her participation in the group plans by paying the District the cost of the premiums. Sick leave will neither be accrued nor used during the period of the leave.
- 9.14.5 *Service Agreement* The unit member shall agree in writing to serve the District for one year following a Type D leave. At the option of the District, this requirement may be waived.

9.15 Professional Development Leave, Type E (Retraining Leave)

- 9.15.1 *Purpose*
- 9.15.1.1 Type E leaves provide retraining opportunities for unit members to prepare for future new assignments in new areas as determined by college and District priorities.
- 9.15.1.2 Type E leaves also provide opportunities for study in order to update or upgrade skills for current or future assignments.
- 9.15.2 *Number of Leaves* A total of up to 2 FTE of Type E leaves may be assigned each year within the District. Leaves which are not used in one year shall not be carried forward to the subsequent year.
- 9.15.3 *Eligibility for Type E Leave* A unit member who has satisfactorily completed seven years of service with the District is eligible to apply for a Type E leave. At least seven years must have elapsed since the last full professional development leave.
- 9.15.4 *Application Procedure for Type E Leaves*

- 9.15.4.1 The College President or District may indicate areas where retraining is needed.
- 9.15.4.2 Eligible staff shall apply to the College President for Type E leaves. The application shall include a statement of the retraining goal, plus specifics regarding the courses or training activities to be undertaken to achieve this goal.
- 9.15.4.3 The application shall include a statement from the appropriate Area Dean(s) and full Dean(s) regarding the probable future assignments of the faculty member.
- 9.15.4.4 The College President's recommendations will be forwarded to the Chancellor for presentation to the Board.
- 9.15.5 *Service Agreement* The applicant shall agree in writing to serve the District for two years following a retraining leave. At the option of the District, this requirement may be waived.
- 9.15.6 *Salary and Benefits* While on a Type E leave, unit members shall receive salary and benefits as if fully employed, and shall receive service credit for salary advancement and retirement.
- 9.15.7 *Process of Reporting* While on a retraining leave, unit members shall submit brief progress reports quarterly. A final report shall be submitted to the College President within three months after returning to the District.

9.16 Exchange Teaching

- 9.16.1 Upon the recommendation of the Chancellor and approval by the Board of Trustees, a leave of absence of not more than two consecutive semesters may be granted to a permanent full-time faculty employee for exchange teaching.
- 9.16.2 Exchange teaching leaves shall normally commence with the beginning of a semester.
- 9.16.3 *Salary and Status*
- 9.16.3.1 While in the exchange position, his/her salary as prescribed in the Education Code will be paid by the Los Rios Community College District in the same amount as if he/she were teaching classes in the District.
- 9.16.3.2 Exchange teaching assignments shall be considered as time and service in the District for salary schedule placement and retirement purposes.
- 9.16.4 *Application* Application for leave must be sent to the College President and forwarded to the District Personnel Office as early in the school year as possible, but not later than

February 15 of the year previous to the leave.

9.16.5 *Insurance Premiums* During the exchange teaching leave, the District shall pay the same portion of the employee's health and dental insurance premiums as is paid for other full-time faculty employees and make retirement contributions on salary paid to the faculty member.

9.16.6 *Foreign Educational Employment Leave* Employees on Foreign Educational Employment Leave whose one-year leave covers portions of two academic years shall earn one salary increment if the actual service to the District equals 75% of the required services days for one year within the two-year period.

9.17 Cancellation of Paid Leaves

9.17.1 If the leave cannot be completed as approved, the leave will be canceled unless a suitable alternative program without substantive changes can be developed which is acceptable to the administration.

9.17.2 The college will attempt to reassign the faculty member as a regular full-time employee during a period for which leave has been requested and approved.

9.18 Reinstatement Upon Return from Leaves

Upon returning from leave the employee shall, unless otherwise agreed, be reinstated in the position held at the time the leave began, or an equivalent position, unless the purpose of the leave is to qualify for a new assignment.

9.19 Failure to Perform

9.19.1 If an employee fails to perform the planned program (as determined by the Professional Standards Committee pursuant to section 9.12.7 of this article) upon which any Type A or B Professional Development Leave was granted, the employee may be required to repay the District all compensation expended by the District on his or her behalf, including, but not limited to, salary, fringe benefits, and step increments. Whenever a Type A or B leave is reimbursed, it shall be available to another eligible unit member at the college of assignment.

9.19.2 If an employee fails to perform the planned program of a Type D or E leave, the employee will be required to repay the District all compensation expended by the District on his/her behalf.

9.20 Other Paid Leaves

9.20.1 Other paid leaves are not available while on professional development leaves.

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Article 10

Leaves Without Pay

10.1 All regular unit members shall be eligible for consideration for leaves without pay.

10.2 Leaves without pay are categorized either as:

Category A - Leaves without pay or portions of leaves without pay which the District is required to grant as prescribed by law, such as military service leaves; leaves provided under the Family Medical Leave Act (FLMA).

Category B - Leaves without pay or portions of leaves without pay which the District has the option of granting under law.

10.3 Except as otherwise required by law, all leaves without pay are granted at the option of the District.

10.4 Applications for leaves without pay may be made for any lawful purpose, as provided by Section 87764 of the Education Code. The member will submit the application to the immediate supervisor. Within 15 working days after the member submits the application, the member shall be notified of management's recommendation to the Board. Within five working days after the Board decision, the member will be notified of the action taken.

10.5 The application for a leave without pay shall state the nature of the activities that the member will pursue while on leave and the duration of the leave.

10.5.1 In the event the activities are of such a nature as to be generally regarded as confidential, the applicant may state "confidential" on the application

10.5.2 In all cases, any primary gainful employment to be undertaken during the leave must be indicated on the application.

10.6 The period for a leave without pay shall not exceed twelve months per approval. The Board, at its discretion, may extend the leave upon consideration of renewal applications to be submitted not later than ninety (90) days prior to the termination of the then current approved period.

10.7 Failure to return to duty within ten (10) working days of the expiration of an approved leave is to be considered by all parties an automatic resignation by the member from employment with

the District. Should a member encounter an emergency which makes it impossible for the member to report for duty within ten (10) working days of the expiration of an approved leave covered by this article, the member may petition the Chancellor for reinstatement. The Chancellor will make a recommendation on the petition to the Board of Trustees. The decision of the Board of Trustees relative to accepting or denying the petition for reinstatement shall be final.

- 10.8** Extension of fringe benefits not to exceed the limits permitted by the insurance and program carriers shall be at the expense of the member, except when provided in accordance with the FLMA or as provided elsewhere herein.
- 10.9** Members who take leaves without pay for the expressed purpose of improving their work performance and/or the improvement of services to the student may apply at the time of the application for leave for consideration of fringe benefit expenditure reimbursement. The reimbursement, if granted by the District, would be paid at the end of the first complete semester worked for the District by the member after completing the leave and would be contingent upon demonstration of achievement at least to the level established as the goal in the application.
- 10.10** Credit for annual increment will be earned during the period of leave without pay providing the following conditions are met:
- 10.10.1 The member's application states an intent to apply for the increment upon return and outlines the criteria for judging how the achievements are to be measured; and
 - 10.10.2 The District acknowledges at the time of processing the leave request that it will grant the increment subject to full documentation of the criteria set forth in the leave application proposal; and
 - 10.10.3 Upon return the member documents to the satisfaction of the District administration that the activities undertaken during the leave did prove to be directly related to his/her work responsibilities and are measurable as described in the application.
- 10.11** A unit member who is awarded a research grant may be granted, upon written request, a leave of absence without pay for a period not to exceed one (1) year, providing he/she meets the following criteria:
- 10.11.1 is a regular certificated employee during the period of the leave;
 - 10.11.2 has been awarded a research grant:
 - 10.11.2.1 under the supervision of an accredited educational institution, or

10.11.2.2 by a governmental agency, or

10.11.2.3 by a foundation recognized for sponsoring educational research;

10.11.3 has been awarded a grant which promises to:

10.11.3.1 increase the recipient's understanding of his/her subject, and

10.11.3.2 Improve the recipient's teaching and contribute to his/her development as interpreter of the field of knowledge, and make a significant contribution to the instructional program of the District;

10.11.4 Is in a position for which an adequate replacement can be found, or in a program which will not be interrupted.

10.12 Except in extraordinary circumstances, such as but not limited to (a) changes in curriculum, (b) significant changes in student enrollments, (c) death of faculty member(s), (d) significant changes in District finances, et cetera, returning unit members shall be assigned to the same college and position held prior to taking the leave.

Article 11

Conference and Travel

11.1 Conference and Meeting Attendance

Unit members may be authorized by the District to attend conferences, workshops, or meetings which are directly related to their work assignments and institutional responsibilities without loss of pay when it has been determined by established college procedures that the District, the students, and the member will profit by attendance.

11.2 Administration of Conference/Travel Funds

11.2.1 Funds made available for conference and travel at each college will be divided equitably among the disciplines and areas of the college and will be administered by established college procedures. Such procedures shall be published.

11.2.2 Unit members will receive reimbursement for previously authorized reasonable and necessary expenses up to the amount specified on the authorization form.

11.2.3 Out-of-state travel shall require approval of the District Chancellor.

11.3 Use of Private Vehicles in Conducting District Business

11.3.1 Unit members who report to a regular place of work and then are required as part of their regular workload to travel in their private vehicles to another location will be reimbursed at the established district rate for the miles traveled between the two locations. Mileage after reaching the additional location will be allowed only in the case that the member is required to return to the principal place of work before the close of the working day.

11.3.2 A unit member having an assignment requiring that part of his regular contract routine duties be performed at a location away from his principal place of work is expected to use a district vehicle whenever possible and can receive mileage reimbursement only when no district vehicle is available.

11.3.3 The distance from a unit member's principal place of employment to an off-campus location is to be greater than two miles in length to be eligible for reimbursement.

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Article 12

Personnel Files

There shall be one District personnel file for each member of the bargaining unit. It shall include, but not be limited to, records of employment with the District, records of educational advancement and other work or experiences pertaining to the member's position with the District, and records of professional evaluation as prescribed by State law.

The materials in the official District file shall be considered and used as the only official personnel record of the District in any proceedings affecting the status of the faculty member.

12.1 Reviewing File

12.1.1 Any unit member may examine his/her personnel file maintained at the District Office by providing 24 hours notice; excluded from the unit member's review will be ratings, reports or records which were obtained prior to the employment of the unit member.

12.1.2 In review of the file, the unit member may be accompanied by a representative of the Federation. A Federation representative, with written authorization from a unit member, may review the file without the unit member being present. No other individual or organization shall have access to the file other than those authorized legally or by the unit member.

12.2 Placing Materials in the File

12.2.1 No material which is derogatory to a unit member's conduct, service, character, or personality shall be placed in his/her file without the unit member first having an opportunity to respond to the comments therein. A written notice from the District Personnel Office will be provided to the unit member before such materials are placed in the file. Materials must be based on facts and on documented events. Anonymous materials shall not be entered in the file. In the event that the faculty member contests the veracity of any material proposed to be included in his or her file, he or she may petition the Director of Personnel in writing to exclude such material. Such a request must be made within thirty days of receipt of the notice from the Personnel Director and should state the case for not including the information, based on factual discrepancies and including any documentation. The decision of the Director of Personnel to grant or deny the petition shall be communicated in writing within thirty (30) days of receipt of the petition. Failure by the District to respond within the timelines enumerated herein, absent mutual agreement, will result in the

materials not being included.

- 12.2.2 In addition, faculty member may respond in writing to any derogatory information in his or her file. The District Personnel Office will acknowledge receipt of and file the employee's response.
- 12.2.3 Derogatory material will be sealed upon request of the employee after two years without any similar complaints. Such sealed material cannot be opened except upon written request of the employee or by process provided under law. Performance reviews may not be sealed.

12.4 Reproduction of Material in the Personnel File

Upon written request a faculty member shall be furnished, at a reasonable cost, a reproduction of material in his/her file, excluding items listed under 12.1.1.

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Article 13

Dispute Resolution

Preamble

The Federation and the District mutually agree that an interest-based approach to conflict resolution should be encouraged. Nothing in this Article shall be construed to preclude the use of this style of problem solving.

13.1 Definition

13.1.1 A grievance shall be a complaint by:

- A. a unit member that she/he has been adversely affected by a misinterpretation, misapplication or violation of the provisions of this Agreement, or
- B. LRCFT that LRCFT has been adversely affected by a misinterpretation, misapplication or violation of rights directly affecting it or as a co-filer with an individual grievant. In the event LRCFT has a grievance directly affecting it, the grievance shall be filed at the college level or District level, whichever is appropriate.

13.2 Miscellaneous Provisions

13.2.1 *Right to Representation*

13.2.1.1 At the Informal, College and District levels, the grievant may choose either:

- A. to be represented accompanied by an LRCFT agent, or
- B. to be represented by herself or himself alone.

13.2.1.1.1 Where the grievant chooses 13.2.1.1(b), LRCFT shall have the right to be represented by an observer at meetings between the grievant and the District. At the College and District levels, the District shall notify LRCFT of such meetings.

13.2.1.1.2 Whenever a unit member chooses to pursue a grievance without LRCFT representation, the grievant shall assure that LRCFT has been notified by securing the LRCFT number on

the grievance form from the college grievance representative.

13.2.1.1.3 Further, whenever an employee chooses to pursue a grievance without LRCFT representation:

- A. The District shall notify LRCFT of any settlement mutually proposed by the grievant and the District, at any level, and
- B. LRCFT shall have the right of comment prior to finalization of such proposed settlement.
- C. Any such settlements shall not be inconsistent with this contract.

13.2.1.2 At the Board of Review and Board of Trustees, the grievant must be represented by LRCFT. Should LRCFT choose not to appeal to these levels, the administrative remedy of the grievant shall be deemed exhausted.

13.2.2 *Forms* Forms for processing grievances shall be designed jointly by LRCFT and the District.

13.2.3 *Consolidation* Where LRCFT is the representative, if the same grievance, or substantially the identical grievance, is made by more than one grievant, the Federation, with the approval of the grievants, shall be allowed to consolidate such grievances.

13.2.4 *Waiver of Level* Any level of the grievance procedure may be waived by mutual consent of the grievant and the District .

13.2.5 *Failure to meet time limits*

13.2.5.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall automatically move the grievance to the next level.

13.2.5.2 Failure at any step of this procedure to appeal within the specified time limit shall be considered a waiver of the right to appeal.

13.2.6 *Notices* Written notices to be given under this grievance procedure may be given by hand to the appropriate person or left with a person in charge of his/her office, or mailed by U.S. Mail. If given by hand, the date of delivery shall be counted as the date of notice. If mailed, the date of mailing shall be counted as the date of notice.

13.2.7 *Costs* Except as otherwise provided in this Article, costs for the services of a Hearing Officer or a Board of Review will be shared equally by the District and the Federation.

13.2.8 *Definition of Days* All reference to days shall mean instructional days. However, the parties will attempt to conclude grievances within the normal time lines even during non-instructional periods.

13.2.9 *Waiver of Time Limits* Any reference to number of days in this Article may be altered for any specific case by mutual agreement between either:

- a. The LRCFT and District representatives, or
- b. The grievant and representatives of the District in those cases where LRCFT is not representing the grievant.

13.3 Pre-Grievance Dispute Resolution

Parties should exhaust an alternative dispute resolution process prior to submitting a grievance at the college level. This process may include the use of a third party to assist in the dispute resolution. A list of individuals trained in mediation or interest-based resolution processes will be maintained by the LRCFT and the District so that a mutually agreed upon party from this list can become a resource to the process.

Timelines are tolled during any pre-grievance dispute resolution process, but can be restated by either party at any time.

13.4 Informal Process

13.4 *Informal* Within thirty (30) days after the grievant knew or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall present his/her grievance, either orally or in writing to the immediate supervisor of the grievant. If the manager notified of the grievance does not have the authority to adjust the grievance, he/she shall initiate actions immediately that will bring the complaint to the appropriate authority. Within three (3) days from the date the manager is notified of the grievance, the manager will contact the grievant for a meeting which shall be held within five (5) days of the contact. During this meeting, both parties to the grievance are encouraged to use a facilitated interest-based dispute resolution process. Within five (5) days of the meeting, the manager will communicate his/her decision to the grievant. This meeting will be held without regard to whether the matter is grievable or to any other reason.

13.5 Grievance Levels

13.5.1 *College Level* If the grievance is not resolved at the Informal Level, the grievant may submit the grievance to the President of the College. The submission must be made within ten (10) days of the receipt of the decision at the Informal Level and must certify that the informal conference was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the President will schedule and hold a

meeting with the grievant. The President will give his/her decision in writing within ten (10) days of the meeting.

13.5.2 *District Level* If the grievance is not resolved at the College Level, the grievant may submit the grievance to the Vice Chancellor, Human and Resource Development. The submission must be made within ten (10) days of the receipt of the decision of the College President and must certify that the College level meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the Chancellor will schedule and hold a meeting with the grievant. The Chancellor or designee will give his/her decision in writing within ten (10) days of the meeting. For grievances waived to the District level, both parties to the grievance will be afforded an opportunity to use a facilitated interest-based dispute resolution process.

13.5.3 *Board of Review* LRCFT may appeal the decision of the Chancellor or designee within twenty-five (25) days after receipt of the written decision of the Chancellor, or designee, to a Board of Review. The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.

13.5.3.1 The Board of Review shall consist of three (3) members: (1) the Chairperson from a rotational list of neutral third parties developed mutually by the Parties; and (2) a representative from each Party.

13.5.3.2 The representatives of the Parties will meet in advance of the hearing to attempt to agree on the issues to be presented to the Chairperson and the remedy sought.

13.5.3.3 The Board of Review shall conduct a hearing with the Parties to the grievance within thirty (30) days or as soon as the chairperson is able to schedule the hearing. The Parties to the grievance will be allowed to attend all hearings at which information is given to the Board of Review. Sessions of the Board of Review shall be private, with attendance limited to the members of the Board of Review, the parties to the grievance, their representatives, and witnesses called by the Board of Review. During the pendency of a proceeding before the Board of Review, no disclosure of the proceedings shall be made public without concurrence of the chairperson and the parties to the grievance. The chairperson of the Board of Review shall issue its decision not later than twenty (20) days from the date of the close of the hearings. Its decision shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.

13.5.3.4 The Board of Review shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. They shall consider and decide only the specific issue submitted to them in writing by

the parties and shall have no authority to make recommendation on any other issue not so submitted. The Board of Review shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way to applicable laws and rules and regulations having the force and effect of law. The decision of the Board of Review shall supersede all previous decisions and shall become binding on all parties unless appealed by the aggrieved or the Chancellor.

13.5.3.5 The cost of the services of the chairperson of the Board of Review, including per diem expenses, if any, travel and subsistence expenses, the cost of recording the hearings, and any costs ordered by the chairperson will be shared by the Parties. All other costs will be borne by the party incurring them.

13.5.4 *Final Level: Board of Trustees* LRCFT or the Chancellor may appeal the decision of the Board of Review to the Board of Trustees. Any appeal by either LRCFT or the Chancellor must be filed with the Secretary of the Board of Trustees within fifteen (15) days after receiving the Board of Review decision. The Board of Trustees shall review the documentation in closed session. Each party may argue its position relative to the reasoning and conclusions of the Board of Review to the Board of Trustees; however, each are controlled by the specific findings of fact of the Board of Review. The Board of Trustees shall have the right to issue a final decision resulting from its deliberations. If the Board of Trustees does not transmit its decision within sixty (60) days from its receipt of the appeal to the Board of Review decision, then the Parties shall automatically accept the decision rendered by the Chairperson of the Board of Review as being final.

13.6 Time Limits

The District and LRCFT are mutually committed to adhering to the time limits outlined in the dispute resolution process, and a good faith effort will be made towards meeting all time limits. The District and LRCFT agree to meet during July 2000 to review any concerns related to the time limits of the dispute resolution process.

Article 14

Shared Governance

14.1 Faculty/Management Shared Governance

14.1.1 The District and Federation agree that the Chancellor's Cabinet as described below is the district-wide body for effective participation.

14.1.2 Shared Governance Defined. Shared governance is a collaborative goal-setting and problem solving process built on trust and communication. The process involves representatives from appropriate constituent groups who engage in open discussion and timely recommendation in areas of District policy development and implementation not specifically restricted by any legal and policy parameters (Los Rios Policy P-3411).

14.1.3 Purpose. The Chancellor's Cabinet will function as the District shared governance group and may take up issues of district-level significance which are not reserved by law, contract or agreement for negotiation or may be the responsibility for decisions by other groups. Any constituent group may place an issue before the Chancellor's Cabinet for review and recommendation to the Chancellor. Constituencies are defined as Faculty, Classified, Student and Administration.

14.1.4 Structure. In order to facilitate discussion, a structure is to be implemented which will assure that all affected and appropriate constituencies have input an involvement in the resolution. All members of the Chancellor's Cabinet will represent the interest of their constituencies. These interests could be either those of the constituency or the particular campus. Members will also assume the responsibility for considering the district-wide implications of issues and allow colleges to deal with issues unique to that institution.

14.1.5 The Chancellor's Cabinet may form task groups. Such task forces will report to the Chancellor's Cabinet.

14.2 The membership of the Chancellor’s Cabinet shall be as follows:

- 14.2.1 Chair: District Chancellor
- 14.2.2 Faculty: Four (4) faculty representatives consisting of the District Senate President, the LRCFT President or their designees, and one faculty member for each College senate not represented by the District Senate President.
- 14.2.3 Administration: Four (4) administrative representatives from the District, which consists of the three college presidents and one at-large administrator selected by LRMA.
- 14.2.4 Classified: Four (4) classified staff representatives (one for each college and one from the District Office) selected by the District’s classified governance groups.
- 14.2.5 Student: Four (4) student representatives selected by the District’s student government groups with at least one from each college and one at-large.

14.3 Term. The appropriate appointer shall determine the length of term of their appointees. All appointments for the succeeding year shall be identified no later than June 30. The Chancellor shall serve as Chair.

14.4 Meetings

- 14.4.1 During the regular academic year, meetings shall be held at least monthly on the fourth Monday of the month. Alternate meetings will be held the second Monday of the month, if necessary.
- 14.4.2 In the event that the Chancellor is unable to attend, the Chancellor may designate a representative and a substitute Chair.
- 14.4.3 A quorum shall be defined as follows: Two-thirds of the membership with at least one representative and a substitute Chair.
- 14.4.4 Chancellor’s Cabinet meetings shall be informal, and recommendations shall be reached by consensus. If consensus cannot be reached, no recommendation will be forwarded.
- 14.4.5 Any member of the Chancellor’s Cabinet may propose agenda items. These items will be presented to the Chair who will determine whether the item is within the stated purpose of the Chancellor’s Cabinet. The Chancellor’s Cabinet will be informed of all proposed agenda items and their disposition by the Chancellor. Items not included on the agenda can be raised as information items during the meeting.
- 14.4.6 The Chancellor’s Cabinet may act on any agenda item. Such actions include recommending approval or disapproval, referring to a task force for further study, or deferring the item.

14.5 Communication. The Chancellor's Cabinet operates on a representative basis. Therefore, Chancellor's Cabinet members are responsible for communicating with their constituencies.

14.6 Agendas and Minutes

14.6.1 The Chancellor's Cabinet shall receive all agendas and supporting documents. Agendas only shall be distributed to the following: All presidents of the academic senates, student associations and classified governance and the LRCFT President.

14.6.2 All Chancellor's Cabinet members shall receive minutes, as well as the following: Student Association Presidents, Classified Governance Presidents; LRCFT President, All Academic Senate Presidents, LRMA President.

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Article 15

Academic Senates

It is the intent of the parties to this agreement that nothing contained in this contract shall be construed to restrict, limit, or prohibit the full exercise of the functions of the Academic Senates to represent the faculty in making recommendations to the administration and governing board of the District with respect to District policies on academic and professional matters, so long as the exercise of such functions does not conflict with this agreement or the collective bargaining process. The District acknowledges the right of the Federation to negotiate all mandatory subjects of bargaining on behalf of unit members.

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Article 16

Faculty Service Areas and Competencies

16.1 Faculty Service Areas and Competencies

- 16.1.1 For purposes of Education Code Sections 87743, 87743.1, 87743.2, 87743.3, 87743.4 and 87743.5, 87744, and 87745 the list of "Faculty Service Areas" (FSAs) in the Los Rios Community College District shall be the same list as the discipline list in the state Minimum Qualifications for Faculty and Administrators in California Community Colleges most recently adopted by the Board of Governors in compliance with Education Code Sections 87356, 87357, 87358, and 87359. A faculty member will be considered "competent" in an FSA if the faculty member satisfies the state minimum qualifications for hire, including the equivalence provision or holds a valid credential, for the discipline of the FSA.
- 16.1.2 An employee may petition for recognition of competence in an FSA by filing a petition for such recognition with the District no later than February 15 for recognition in the following academic year (Ed. Code 87743.3). It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim of competence.
- 16.1.3 The administration and record keeping of FSA's and competencies shall be done by the District.
- 16.1.4 Any dispute arising from an allegation that a faculty member has been improperly denied a faculty service area shall be classified and procedurally addressed as a grievance under the procedures of this contract.

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Article 17

Academic Freedom

The LRCCD and LRCFT agree that Academic Freedom is essential for the fulfillment of the educational mission of the District and for the ability of faculty members to perform their professional duties. In addition, Academic Freedom ensures faculty member's rights and obligations of Professional Protection, Autonomy and Responsibility.

17.1 Professional Protections

Faculty members shall be protected from...

17.1.1 censorship, restraint, or dismissal in their ability to study, investigate, present, interpret, or discuss the relevant facts and ideas within the assigned curriculum and outline

17.1.2 extraneous considerations such as a faculty member's ethnicity, race, religion, political beliefs or affiliation, sexual orientation, or disability being used in evaluations of professional performance.

17.2 Professional Autonomy

Faculty members have the principle right and responsibility to determine the methods of instruction, the planning and presentation of course materials, and the fair and equitable methods of assessment in their assignment in accordance with the approved curriculum and course outline and the educational mission of the District in accordance with state laws and regulations.

17.3 Professional Commitments and Obligations

All faculty members should:

17.3.1 conduct a classroom environment that is conducive to student learning, growth, and development; in which students are free from discrimination, prejudice, and harassment; and in which students are free to express relevant ideas and opinions.

17.3.2 clearly differentiate to students the expression of a faculty member's personal opinions or convictions from the objective presentation of theory, fact, or ideas.

17.3.3 adhere to District procedures for using approved materials and resources.

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Article 18

Non–discrimination

The Board and the Los Rios College Federation of Teachers agree not to discriminate against any faculty member on the basis of race, color, creed, national origin, religion, sex, age, sexual orientation, political beliefs, political activities, political affiliation, marital status or disability. LRCFT commends the Board of Trustees' commitment to equal opportunity and affirmative action.

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Article 19

Federation Rights

19.1 LRCFT Access to District Facilities

19.1.1 LRCFT shall have the right to use the school mailboxes and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

19.1.2 LRCFT shall have the right to use District facilities pursuant to the Rodda Act.

19.1.3 Free access to all colleges and all members shall be accorded, provided it does not interfere with the educational process. Duly authorized representatives of LRCFT shall be permitted to transact official LRCFT business throughout the District as necessary to the performance of LRCFT responsibilities to members of the bargaining unit.

19.2 The District shall provide sixty (60) formula hours annually of reassigned time for LRCFT representatives for the purpose of representation in matters involving grievance and contract administration. By no later than thirty (30) calendar days following the signing of this Agreement, LRCFT will designate in writing to the District representative the members who will be reassigned. Substitutions may be made within the academic year on ten (10) day notice by LRCFT.

19.3 Information to the Federation

19.3.1 The District shall furnish to LRCFT upon request information concerning the bargaining unit, such as Board agendas budget data and notices of vacancies. Such requests will be submitted in writing on a form agreed upon by the parties. To the extent it is possible to enable remote access to information on the bargaining unit through the District's management information system while maintaining the integrity of the system, such access will be given upon request. Report formats shall be mutually agreed upon by both parties.

19.3.2 Each semester the District shall provide LRCFT with a list of all faculty on Salary Schedules A and B. The list shall include addresses and telephone numbers in accordance with previous agreements between LRCFT and the District.

19.3.3 The District shall provide LRCFT with necessary copies of all changes in the Board Policies and Regulations within seven (7) days of their publication so that LRCFT can maintain an up-to-date record of current policies of the District.

19.3.4 The District shall forward to LRCFT, within five (5) working days after each payroll distribution date, all LRCFT dues and fees subject to payroll deduction.

19.3.5 Other information: The District shall provide other information that is generally available to it and to which the LRCFT has a legal right to access, in a timely manner and as mutually agreed by the parties.

19.4 College Membership Meetings and College Representative Meetings

On twenty-four (24) hour notice to the college president or dean-in-charge, the Federation's college coordinator shall have the right to schedule college membership meetings during normal operating hours in the buildings of the college provided that no member shall be released from his scheduled classes or office hours for such meetings. After such a college membership meeting has been scheduled, no meetings involving members shall be scheduled or held at the same time, and the college president or dean-in-charge shall so inform the faculty. Meetings shall not interfere with previously scheduled meetings of faculty.

19.5 Organizational Security

19.5.1 Unit members who are not members of the Federation shall pay to the Federation a fair share (agency) fee. This fair share fee shall be the minimum amount necessary for the Federation to carry out the representational obligations imposed by EERA on the Federation as exclusive representative and shall be based on the direct cost of negotiating and administering the collective bargaining contract, settling grievances, and meeting and negotiating with the employer on matters within the scope of representation. Prior to setting or adjusting the actual agency fee, the Federation shall inform the District of the basis for computing the fee.

19.5.2 Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this Agreement or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation, and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.

19.5.3 During the term of this Agreement, unit members who are members of the Federation and who have authorized, or who may in the future authorize, payroll deduction of their Federation dues/fees shall have such dues and fees deducted. Such deductions are not a condition of continued employment. Except as provided above, the meeting of such obligation is subject to Federation discipline and the Federation reserves the right to pursue the collection of said amounts under lawful means.

19.5.4 Any unit member who is a member of a religious body whose traditional tenets

or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Federation and the District and shall not be required to join or financially support the Federation, except that he/she shall pay, in lieu of a fair share, sums equal to such fair share fees to the LRCFT scholarship fund.

19.5.5 Pursuant to PERB regulation number 32992, the exclusive representative shall provide annual written notice to each nonmember who is required to pay an agency fee: (1) the amount of agency fee which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified by the notice; (2) the basis for the calculation of the agency fee; and (3) a procedure for appealing all or any part of the agency fee.

19.5.6 The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement, or their implementation, and to pay any judgment or settlement liability arising out of such challenge.

19.6 Copies of this Agreement

Copies of this Agreement shall be printed at the expense of the District after it becomes effective, and a copy shall be distributed to each member now employed, or hereafter employed during its effective dates. Members shall have the option of receiving their copies in CD-ROM searchable format, and the agreement will be posted within the District's web sites.

19.7 District Indemnification

LRCFT shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall be taken by the District for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.

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Article 20

Management Rights

It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. All matters not specifically enumerated in this Agreement are reserved to the Board of Trustees and may not be a subject of meeting and negotiating. Included in, but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; and determine the methods of raising revenue. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees in accordance with all applicable laws.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and by applicable law, including but not limited to the provisions of the Education Code Sec. 53200 et seq.

In the event of a lawful emergency, the District retains the right to temporarily amend, modify or rescind policies and practices referred to in this Agreement, subject to subsequent review by a court of competent jurisdiction. (In reference to the California State Supreme Court consideration of SB 154, the court ruled that there must be a valid emergency, the impairment of contract rights must be for a temporary period of time, there must not be an acceptable less severe method available, and the action must be appropriate for the situation involved.)

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Article 21

Work Environment/Safety

21.1 Safety

Safety is a mutual concern to both employees and employer. The District recognizes its responsibility to comply with Cal-OSHA regulations in providing employees with safe working conditions. Unit members recognize their responsibility to follow safe working procedures, to utilize appropriate safety gear and to submit written reports of unsafe conditions. In the case of a clear and present dangerous condition (as defined by Section 830 of the Government Code) and SB 198, the member has the obligation to suspend activities and to immediately notify the area supervisor.

Section 830 of the Government Code states as follows:

“‘Dangerous condition’ means a condition of property that creates a substantial (as distinguished from a minor, trivial or insignificant) risk of injury when such property or adjacent property is used with due care in a manner in which it is reasonably foreseeable that it will be used.”

21.1.1 Any on-the-job disputes over safety conditions that cannot be resolved between the member and the area supervisor will be addressed to the location safety officer. No member shall be required to return to the work location until the District decides that the location is safe.

21.1.1.1 Location safety officers designated by the Chancellor/designee are as follows:

College Campus - Vice President of Administration
Facilities/Maintenance/District Office - Director of Plant Facilities
El Dorado Center - Provost

21.1.1.2 If the location safety officer determines that the conditions are safe, the employee is expected to proceed with the required tasks. In the case of immediate problems, the location safety officer may call or contact the District safety officer. An employee may report the incident to the location safety committee, if he/she finds the decision unsatisfactory. The committee will review the matter at a regularly scheduled meeting.

21.2 Location Safety Committees

To ensure employer's/employees' recognition of the importance of a safe working environment and safe working conditions, location safety committees shall be constituted on each college of the District and Facilities Maintenance/District Office.

21.2.1 A representative from each employee unit including Blue Collar, White Collar, Supervisors, Management/Confidential and Academic will be invited to serve on a safety

committee. LRCFT will appoint its representative. The location safety officer will assume responsibility for coordinating these meetings. Other individuals with concerns and/or expertise in the area of health and safety may be invited to serve on these committees as well.

21.2.2 A Safety Coordinator will be appointed from each safety committee to act as a safety representative to a district-wide committee.

21.3 District Safety Committee

The District Safety Committee shall be appointed by the IIPP Program Administrator. It should include representatives from school sites, maintenance and management to meet the District's needs.

21.4 Procedure

The location safety committees shall meet periodically to review and make recommendations on the following items:

- a. Accident reports filed by employees during the intervening period. The committee will examine the cause and develop a follow-up procedure for correction, if possible;
- b. Reports filed by employees or others of alleged safety deficiencies or problems or health hazards;
- c. Safety equipment, safety classes and other related safety matters, including safety procedures, safety handbooks, and the responsibility of employees concerning safety practices.

21.4.1 Location safety committee members shall first attempt to resolve safety problems on each college or work site. Any unresolved safety problem not settled at the College/Facilities Maintenance level may be appealed to the District Director of General Services.

21.5 District Appeals Committee

A District Appeals Committee is hereby established composed of one (1) District safety representative appointed by the Chancellor/designee and one (1) member appointed by each employee organization. Any disputes involving safety which have not been settled at the college level will be presented at a scheduled hearing arranged by the District Appeals Committee. Every effort will be made to provide a satisfactory solution to safety concerns. Recommendations of the Appeals Committee will be presented to the Chancellor/designee whose decisions shall be final. This appeal procedure is provided in lieu of the regular grievance procedure of Article 13, and its use for safety problems is exclusive. Should the appeal process be completed without satisfactory resolution, the administrative remedy has been deemed exhausted.

Article 22

No Strike Clause

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the LRCFT, or by its officers, agents, or members during the term of this Agreement. Similarly, it is agreed and understood that the Board will not conduct a lock-out during the term of this contract.

LRCFT recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by LRCFT, LRCFT agrees in good faith to take all necessary steps to cause those employees to cease such action.

It is understood that violators of this provision may be subject to loss of rights, privileges or services under this Agreement.

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Article 23

Savings Clause

In the event that any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect.

Moreover, where there is mutual agreement of the parties, they shall enter into negotiations for the revision of this Agreement with respect to any item that becomes invalid by reason of such change in the law.

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Article 24

Regular Faculty Flexible Schedule

24.1 Development of Flexible Scheduling Options

24.1.1 Los Rios Community College District and the Los Rios College Federation of Teachers recognize the changing enrollment patterns of the community. These changing enrollment patterns include a greater community interest and demand in shorter term courses, such as courses or modules which could be completed within a calendar month; or offering of these modules during late afternoons, evenings, weekends, during the summer and the district's traditional holiday break periods. Such courses may also be held at a variety of sites within the district's service area.

In order to address this immediate community need, the district will be establishing educational programs which would require flexibility in scheduling the workload of full-time instructional faculty over a fiscal year period beginning July 1. This new category of full-time faculty would provide instructional services in a variety of modes based upon the needs of students at designated class sites.

24.1.2 The Los Rios Community College District and the Los Rios College Federation of Teachers will jointly develop this new faculty category to define workload, class scheduling parameters, salary schedule structure, and modify other provisions of the LRCFT 1996-99 contract to accommodate the requirements of the full-time faculty member working a flexible schedule. Los Rios Community College District and LRCFT shall jointly pursue the approval from the State Teachers Retirement System (STRS) for the new full-time employee classification prior to the implementation of any additional flexible schedule.

Flexible Scheduling over the Academic Year

Prior to the approval from STRS of a new full-time employee classification, LRCCD and LRCFT will jointly encourage full-time instructional faculty to participate in a flexible schedule assignment during the academic year based upon the identified course needs.

24.2 Eligible Faculty Members

- 24.2.1 Regular full-time tenured faculty and faculty who have successfully completed one year of tenure-track service are eligible to participate in this flexible scheduling program. The district will determine how many faculty members are needed based upon course demands and surveys conducted.
- 24.2.2 Faculty must apply for the program and will be selected based upon criterion established by the college and the district. Faculty is expected to have on file a satisfactory performance review in the planned program or offering.

24.3 Work Year, Workload and Scheduling

- 24.3.1 The annual formula hours for this flexible assignment remains at thirty (30) formula hours for credit instruction as further defined in Article 4, Section 4.2, Formula hours. Classes may be scheduled throughout the academic year over the maximum 175 work day/work year and may be held at various sites to accommodate the needs of students.
 - 24.3.2 Faculty selected for the flexible scheduling program must agree to remain in the program for a full academic year. An exception may be made in the initial scheduling of faculty for the offering of classes which are scheduled to begin shortly after January 1 of each year. In this case, the work period and corresponding formula hour assignment (50%) is expected to be achieved over the remaining semester.
 - 24.3.3 Office hours shall be scheduled by the faculty member to meet with students. The faculty member is expected to participate in committee assignments and instructional improvement activities, as appropriate.
 - 24.3.4 Unit members will not be assigned more than six different course preparations based upon three unit courses per academic year and as further defined in Article 4, workload exceptions shall be by mutual agreement between faculty members and supervisor.
 - 24.3.5 Schedules for the academic year shall be planned to accommodate the needs of students and to efficiently utilize available facilities. Assignments shall be planned so as not to cause undue hardship or significant workload imbalances during the academic year. Faculty member is expected to be available to accept various assignments during the work year. Exceptions will be made for time off by mutual agreement of the immediate supervisor.
 - 24.3.6 Faculty member with contract provisions per Article 4 relating to scheduling (Section 4.5) and school week (Section 4.7) shall be suspended. Overlapping assignments may also occur to ensure that the 30 formula hour obligation is achieved.
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- 24.3.7 Load balancing of provisions stated in Article 4, Section 4.6 shall apply.
- 24.3.8 At the end of the academic year, management reserves the right to reassign and return faculty member to his/her regular instructional assignment previously conducted during the academic year if the required thirty (30) formula hours cannot be fulfilled due to low student demand or low enrolled classes. Appropriate notification shall be provided to faculty member which shall be no later than the March 1 preceding the year of return to the typical assignment within the academic work year.
- 24.3.9 Mileage incurred above the normal commute to previously assigned college or work site for use of personal vehicle will be reimbursed in accordance with district Policy/Regulation 8341. Parking costs incurred by faculty member shall be reimbursed in accordance with Article 3.

24.4 Performance review

- 24.4.1 Similar to performance review provisions when faculty member transfers between college sites, an performance review will be conducted each year for the first two years. Thereafter, performance reviews will be scheduled as stated in Article 8, as adjusted for the unique provisions of this flexible program.

24.5 Staffing Levels and Overload

- 24.5.1 Class size goals shall be established in terms of WSCH per full-time equivalent faculty which shall consider the nature of the offerings, class room accommodations, and the initial/pilot offering of such classes. Appropriate attendance records shall be maintained and reviewed to assist in the evaluation and success of these offerings.
- 24.5.2 An overload assignment which is an assignment for extra pay in excess of the typical thirty (30) formula hours may be scheduled and performed by the faculty member within the academic year after completion of the normal assignment. Extra service shall be compensated according to placement criteria established for faculty Salary Schedule B-1.
- 24.5.3 Faculty members may teach overload classes without additional compensation in order to accrue equivalent formula hours (EFH) as per Type C leave provisions (Sec. 9.13).
- 24.5.4 During the term of this contract, faculty members participating in the flexible scheduling program shall retain his/her preference earned as of reassignment date for the overload classes/subject area typically assigned to member during the academic year.

24.6 Evaluation of Program

Management and LRCFT representatives shall review the viability of this flexible schedule program during the term of this contract. In addition, management and LRCFT representatives shall meet, as needed, to discuss specific contract provisions relating to faculty members' participation in the flexible scheduling program which may require clarification or modification.

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Article 25

Academic Rank

Faculty shall have the following academic ranks/titles:

- A. the title of tenured faculty shall be Professor.
- B. the title of probationary (tenure-track) faculty shall be Assistant Professor.
- C. the title of part-time tenured faculty shall be Associate Professor.
- D. the title of adjunct faculty without preference (as described in Article 4.8.3) shall be Adjunct Assistant Professor.
- E. The title of adjunct faculty with preference (as described in Article 4.8.3) shall be Adjunct Professor.

Article 26

Educational Technology

26.1 Intent

A key strategy in the Los Rios Community College District's vision of a restructured higher education system is to expand the System's learning opportunities on and off campus by using multiple technologies.

The purpose of this Article is to establish a series of contractual understandings between the LRCFT and the LRCCD Board of Trustees regarding the use of instructional technology.

26.2 Definitions

Distance Education extends the process of teaching and learning from the campus to one or more locations including classrooms on other campuses, work sites, community centers, and homes. It includes instruction, instructional support such as libraries, computer centers, and student services, such as registration, counseling and student activities that are provided to those other locations.

Distance instruction broadly defines a condition of learning where instructor and student are physically separate for most, if not all, of the experience. Interaction is mediated by some form of technology --currently audio, video, and computer technologies--that allows for students and instructor to engage in the process of education.

Distance Education in asynchronous mode is where instructional audio, text, and/or video is prerecorded and delivered to students on any media including but not limited to disks, tapes, and Internet web pages.

Instructional technology material includes video and audio recordings motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

Intellectual Property is the result of creative activities, including teaching and research. Examples of intellectual property include works of art or design, poetry, musical scores, films, video or audio recordings, instructional materials (e.g., textbooks, syllabi, student exercises, multimedia programs), computer software, fictional or non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), inventions, devices, processes, and other enduring representations of creative activities. Intellectual Property may be instructional, professional, dramatic or commercial in nature. The media in which Intellectual Property exists is irrelevant to the question of ownership.

A Work is any material which is eligible for copyright protection, including (but not limited to) books, articles, dramatic or musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, tests, etc.), fictional or non-fictional narratives, analyses (e.g., scientific, logical, opinion or criticism), works of art or design, photographs or films, video or audio recordings, computer software, architectural and engineering drawings, and choreography. A Work may be recorded in any enduring medium (e.g., print, electromagnetic, optical, photosensitive film, etc.) or may exist in any

tangible form (e.g., a sculpture, painting, structure or building).

An Invention is any idea or discovery which is eligible for patent protection, including (but not limited to) a device, process, design, model, strain or variety of any organism, or composition of matter.

District Support includes the use of district funds, personnel, facilities, equipment, materials, or technology. District Support may be either nominal or substantial Resources, or a combination thereof.

A Work for Hire or Invention for Hire is one for which the Faculty Member is employed and compensated to create as the primary purpose of that employment. An Invention or Work for Hire may be the product of the Faculty Member's regular appointment or assignment (if that is the primary purpose of that appointment or assignment), or may be the product of a separate employment agreement between the District and the Faculty Member.

Instructional Materials are those materials a Faculty Member creates to perform his assignment more effectively for the benefit of students, including (but not limited to) syllabi, lectures, student exercises, illustrations, recordings, multimedia programs, and tests. The Faculty Member may use instructional Materials in a traditional classroom or in any form of distance education. Instructional Materials may be created using the personal resources of the Faculty Member and/or Nominal Resources provided by the District.

For the purposes of this article, a Faculty Member is an academic employee and member of this bargaining unit who creates Intellectual Property.

26.3 Instructional Technology Decisions

Per LRCCD Policy 3412, the LRCCD Academic Senate has the primary responsibility for the recommendations to the Board of Trustees regarding curriculum and matriculation issues. As such, only those courses and programs approved through the agreed upon curriculum and matriculation decision processes will be delivered by distance education.

The faculty of the Los Rios Community College District is primarily responsible for the decisions related to the use of instructional technology in the courses and programs offered in the District's Colleges and locations.

The counseling, library, and health services faculty are primarily responsible for decisions related to the use of technology to provide their respective student services.

The decision to offer any portion of a course in distance mode shall be voluntary.

26.4 Privacy, Staffing Levels, and General Health and Safety Issues

(LRCCD P/R-7851, P/R-7871,)

LRCFT unit members have an expectation of privacy for electronic and paper files kept in their offices consistent with current Los Rios Policies as stated in Policy 7851, 7871.

There shall be no taping, televising, or recording of instruction by LRCCD without the written permission

of the unit member, who shall be advised of the intended uses thereof.

26.5 Distance Education

Compensation and workload (e.g. class size, class maximums) of Distance Education Courses will be equivalent to the corresponding traditional classes.

Training and development resources will be made available to employees that have been assigned to provide instruction through the use of instructional technology, including distance learning. The level of training and resource commitment will be determined by both parties prior to the development of the projected course material. These levels may be reviewed at any time, by request of the employee.

The District will make provisions for clerical, technological, and library support in conjunction with the assigned use of instructional technology/distance learning.

26.6 Contracting Out for Instructional Technology

To be included in Appendix C, Contracting Out

26.7 Joint Committee on the Impact of Technology

The parties to this contract need to reach agreement over issues such as: class size limitations, workload credit adjustments for course preparation and student communication time, travel to remote locations, and control over examination and grading responsibilities, support staff levels, and ownership of intellectual property.

The parties recognize that technological change may affect the terms and conditions of employment and professional duties and responsibilities of faculty. With this in mind, the parties agree to establish a Joint Committee on the Impact of Technology. The Committee shall, within the principles of academic freedom, address itself to any issue concerning or related to information technology and technological change in the College/District where there may be an impact on the terms and conditions of employment of members of the bargaining unit. The Committee shall consider issues of technological change and in that context the future well being of the LRCCD and its students and the members of the bargaining unit.

In keeping with this mandate, the Committee shall consider and make recommendations to the parties respecting the following:

- A. College/District computing/information technology goals and long range planning policies and their relationship to and impact on terms and conditions of employment, enrollment trends and new academic program development, and the security of current employees
- B. how support services and training opportunities for faculty can be developed and enhanced
- C. how communications respecting such matters as changes in available technology, support services and training opportunities can be improved

- D. issues respecting pre-packaged courses and distance learning courses; their development and delivery and issues respecting the purchasing such work

- E. issues which are directly related to workload/teaching load, may be referred by the Joint Committee on the Impact of Technology (JCIT) to a Committee on Teaching Load and Class Size
- F. policies respecting security and surveillance of electronic work activities such as e-mail and Internet access usage, etc.

Within sixty days of the signing of this agreement, the Administration and the faculty union will form the Joint Committee on the Impact of Technology (JCIT). The JCIT shall consist of three members chosen by the Administration and three members chosen by the LRCFT and shall meet regularly throughout the year. Either party can call a meeting with at least seven (7) days notice.

The Committee shall, by March 31, 2000, submit recommendations for changes to this article to the LRCCD and LRCFT for further negotiation.

The parties shall recommend to the Academic Senate that it remind its standing committees on computing and information technologies that the policies, procedures and practices they are considering make an impact on terms and conditions of employment of faculty. Such concerns should be conveyed to the Senate representative on JCIT who will bring them to the Committee's attention.

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Article 27

Just Cause

27.1 Just Cause

27.1.1 A faculty member shall not be dismissed, suspended or reprimanded without just cause. Prior to implementing such action, the District shall notify LRCFT.

27.2 Corrective Action

27.2.1 The purpose of this section is to provide additional guidance and oversight for faculty members experiencing difficulties in their work and to substantiate efforts at improvement.

27.2.2 When supporting information indicates that improvement is needed, the District may initiate a plan that should set forth observable and measurable performance goals. Such goals are to be met within a specific, achievable time frame.

27.3 A process implemented pursuant to this article is not disciplinary action and is subject to all other provisions of this agreement.

Article 28

Ratification and Duration

- 28.1 This Agreement shall be effective from July 1, 1999, through June 30, 2002.
- 28.2 LRCFT may submit a proposal for a successor agreement within nine months of the expiration of this Agreement. Once the proposal is received, the District will promptly comply with public notice requirements and commence negotiations in good faith.
- 28.3 If a successor Agreement has not been agreed to by the expiration date of this contract, this Agreement shall remain in full force and effect until a new Agreement is reached.
- 28.4 Ratification of the Agreement, both by the Board and the Federation, shall occur at the next regularly scheduled meeting of both parties or at a special meeting(s) called for that purpose within fifteen (15) work days, whichever shall occur first.
- 28.5 The parties acknowledge that this agreement and any side letters constitute the full and complete commitment between the parties, and represent the completion of the bargaining obligation for the duration of this agreement, except as specifically stated.
- 28.6 This Agreement may be amended or modified only by mutual consent of the District and LRCFT evidenced by written instrument signed by their authorized representatives.

Article 29

Joint Statement

29.1 Adjunct Integration Study

29.1.1. The District and Federation agree to continue discussion regarding various topics during the term of this agreement. Included as part of this discussion are issues identified in an Adjunct Faculty Integration Study. The purpose of the Adjunct Integration Study is to propose recommendation for contract agreements that will facilitate a fuller integration of adjunct faculty into the Los Rios academic community.

29.1.2 This committee will address issues related to this integration that will include but not limited to the following: Office space, participation in governance structures, work assignment issues, performance review issues, increase adjunct participation in Los Rios academic culture and community, access to staff development opportunities, development of “full service” adjunct support for students, and other issues as identified. Issues under review shall be jointly assigned to the committee by the LRCFT and the District. The committee shall define each issue, list the interests of all affected parties, and identify reasonable options to meet those interests and possible resolution of the issues. Committee Composition shall include members as appointed by the LRCFT, a Study Program Adjunct Coordinator, an adjunct representative from each of the Los Rios colleges and Folsom Lake/El Dorado Centers, and an equal number of representatives may be appointed by the District.

28.1.3 This ad hoc committee will report to District and LRCFT representatives on a bi-monthly basis.

29.2 Continued Discussion

28.2.1 In addition to the Adjunct Integration Study, continued discussion and/or committee assignments have been developed for the following topics: Workload Committee, Department Spokesperson, Professional Development for Non-classroom Faculty, Distance Education and Information Technology, Performance Review for Non-classroom Faculty.

29.3 Joint Statement

In order to assure the participation of faculty members in policy development, the maintenance of high morale, and the improvement of the collegiate program, the Board of Trustees of the Los Rios Community College District, California, and the Los Rios College Federation of Teachers, Local 2279, American Federation of Teachers, AFL-CIO, mutually enter into this contract in good faith by and between the Board and LRCFT on this _____ day of _____, 1999, in order that public education shall best be served and in compliance with the statutory provisions of Title I, Government Code, Division 4, Chapter 10.7, Sections 3540 through 3549.3.

LOS RIOS COMMUNITY LOS RIOS COLLEGE FEDERATION OF TEACHERS,
COLLEGE DISTRICT
Local 2279

AMERICAN FEDERATION OF TEACHERS,
AFL-CIO

BY:

Board President

BY:

President

Chancellor/Superintendent

Chief Negotiator

DATE:

DATE:

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July 29, 1999

Salary and Benefits 1999-2000

Appendix A

A.1 Funding Sources

The bargaining unit shall receive its proportionate share of eighty percent (80%) of certain new or increased unrestricted revenue which is above an established base amount. The bargaining unit's proportionate share of such revenues is based upon:

- 1) the unit's total salary and benefit cost, including the cost of district contribution towards health coverage for all authorized/filled positions associated with the LRCFT unit;
- 2) which is compared to the total district salary benefit and contribution costs for authorized/filled positions of all district employee groups.
- 3) Authorized/filled positions which are funded from special programs/categorical funds are excluded from both LRCFT unit's cost and other employee group costs.
- 4) The related salary and benefit costs associated with district contract managers are also excluded.

The determination as to whether such defined revenues are "continuing" or "one-time-only" is defined below but may be modified during the term of this contract due to new State regulations. Such revenues and related base amounts are defined as follows:

- A.1.1 *Program Based Funding (PBF) Revenue* The base amount for 1999-00 is the revenue level recognized in the 1998-99 fiscal year that was used for retroactive salary improvement calculations for that year which includes any 1998-99 Growth Funds and any Program Improvement Funds, and is reduced by any State deficit, which may be applied retroactively. Typically, amount received in the preceding year per Program Based Funding (PBF) provisions is the revenue level recognized for that year if no statewide deficit is projected.

Program Based Funding revenues are generally considered "continuous" funds and shall be used to fund continuing salary and benefit costs applicable to LRCFT unit members. New or increased Program Based Funding revenues above the base amount are generally derived from two sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. The determination, availability, and distribution of the bargaining units proportionate share of new or increased Program Based Funding revenues due to the COLA factor is dependent upon the final adoption of the State Budget and the reliability of receiving such entitlements. Typically, an initial salary schedule improvement is implemented for the fiscal year based upon COLA funds authorized in the State budget for community colleges provided that such COLA

revenues are reliable (no projected State funding deficit).

After providing for specified district costs associated with student growth, Available Growth funds as described in Attachment 1 for 1999-00 which are attributed to Program Based Funding provisions are considered “continuous” funds and are proportionally allocated to unit members.

- A.1.2 *State Program Improvement Funds (PIF)* Any unrestricted Program Improvement funds received in 1999-00 shall be proportionately allocated to the bargaining unit. Such revenues are generally considered “continuous” funds and shall be used to fund the costs described in Section A.2. Typically, PIF funds require the hiring of additional faculty members in order to improve the district’s full-time/part-time staffing ratio (Title V). Such requirements and the related funding for additional faculty are restrictive as to use of PIF funds. The base amount of PIF revenue for 1999-00 used in the determination of new or increased revenue is zero.
- A.1.3 *Basic Skills Growth Revenue* Any district revenues realized for basic skills courses is subject to growth and maintenance of effort levels. Up to 1994-95, such funds had been distributed proportionately to the bargaining unit on a one-time-only basis and were allocated in accordance with growth provisions defined per previous contract provisions. In 1995-96, Basic Skills revenue for Los Rios was guaranteed by the State at \$814,467 and such revenues (80%) were distributed proportionally as continuing revenues to unit members in 1995-96.
- A.1.3.1 Revenue increases in 1999-00 above the defined revenue base of \$814,467 shall be considered one-time-only since entitlement to such revenues is subject to maintenance of effort provisions for full-time equivalent students (FTES) levels as determined by the State Chancellor’s Office. The proportionate distribution of eighty percent of such one-time-only funds to the bargaining unit shall be determined in accordance with growth provisions defined in Attachment 1.
- A.1.4 *Lottery Revenue* The base amount for Lottery revenue is established at \$3.3M. Lottery revenue is considered one-time-only revenue and the proportionate amount of eighty percent of such funds distributed to LRCFT unit members is **provided** on a one-time-only basis.
- A.1.5 *State Adjunct Medical Premium reimbursements* - In 1996, the State established requirements and funding for a Part-time Faculty Medical Program for districts participating in this program. This program provides up to fifty percent (50%) reimbursement to districts who are joint employers of an adjunct faculty member who maintains a combined workload at both districts of sixty percent (.60 FTE) or more of a full-time faculty member. Additional requirements are stated in Article 3, Section 3.3.5.

A Memorandum of Understanding dated April 15, 1998 between Los Rios Community College District and the Sierra Joint Community College District further specifies the terms of participation in the program and follows the guidelines and requirements prescribed by the State Chancellor's Office (EC 87860 through 87869 - AB 3099).

- A.1.5.1 Each fiscal year the Los Rios district shall file the appropriate claim for reimbursement with the State for medical premium costs incurred by both districts.
- A.1.5.2 Amounts received by the district shall 1) reimburse Sierra for their share of costs incurred for adjunct premiums (up to 50%) and as specified in the Memorandum of Understanding with Sierra; and 2) remaining amounts shall be used to support the cost of this Adjunct Medical Premium program.
- A.1.5.3 Such reimbursements are considered a funding source available to LRCFT for related medical premium costs (A.2.53) in the year such monies are paid by the State and received by the district.
- A.1.6 *State Adjunct Faculty Office Hours Program* - In 1997, the State established requirements and funding for participating districts for the cost of office hours held by adjunct faculty. This program provides up to fifty percent (.50 FTE) reimbursement to districts to offset the office hour costs incurred for participating faculty members who maintain a workload of forty percent (.40 FTE) or more. The Adjunct Faculty Office Hours Program is further described in Article 2, Section 2.13 and follows the guidelines and requirements prescribed by the State Chancellor's Office.
 - A.1.6.1 Each fiscal year the district shall file the appropriate claim for reimbursement with the State for adjunct office hour costs incurred which meet the State requirements.
 - A.1.6.2 Amounts received by the district from the State shall be used to reduce the cost of this program.
 - A.1.6.3 Such reimbursements are considered a funding source available to LRCFT for adjunct office hour costs (A.2.10) in the year such monies are paid by the State and received by the district.
- A.1.7 *District Contribution Reduction* Should district contribution for medical and dental coverage be reduced in 1999-00 below the preceding years established level, the related reduction in district contribution costs for unit members shall be returned to the unit as a source of funds which are available for redistribution.
 - A.1.7.1 The amount of funds attributed to premium reductions in 1999-00 shall be distributed to unit members in combination with any district growth funds.
- A.1.8 *Cost Reduction/Salary Savings* The proportionate share of any cost savings which

were previously funded from student growth funds as further described in Attachment 1 and salary savings described in Section A.6 shall be available to unit as another source of revenue.

A.1.9 *State Revenue Recalculations & Other Funding Sources* Should revenues for Program Based Funding, Basic Skills Growth Revenue or other State revenues be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2000 Recalculation for 1998-99 revenues or other State computations), such revenue adjustments for 1998-99 shall be applied 1999-00 revenue computations as per A.1.1, A1.2, or A.1.3 provisions.

A.2 *Distribution or Allocation of Funds*

Unit members proportionate share of such additional funds shall be applied in the following priority order:

A.2.1 The cost of step increments and class changes for 1999-00 for unit members and any prior year step increment costs which were not adequately funded from previous year's continuing funds; then

A.2.2 The increased district cost in 1999-00 of providing Medicare coverage to members and other increased payroll related benefits such as disability insurance coverage, Social Security or unemployment coverage;

A.2.3 The district contribution cost increases for medical premiums for eligible adjunct faculty who are jointly employed by Los Rios and Sierra community college districts as described in Article 3, Section 3.3.5.

A.2.4 The increased cost over the 1998-99 level of providing the district contribution level up to the lowest premium level established by the district health carriers in 1999-00.

A.2.4.1 In 1998-99, the established district contribution level is \$240.44 per month (twelve month basis). The district carriers currently providing coverage to LRCFT members are:

Kaiser Health Plan
Health Net Plan
PacifiCare

A.2.4.2 The 1998-99 district contribution of PacifiCare and Foundation is \$296.34 and shall remain at this level until the district contribution established for the lowest premium level is equal to or exceeds \$296.34/month. However, this district contribution level will be reduced to the actual premium level established by these carriers if the 1999-00 monthly premium is less than \$296.34.

- A.2.5 The increased cost in 1999-00 for increasing the district contribution for the monthly dental premium.
 - A.2.5.1 For 1998-99; the district contribution level for Delta Dental coverage is established at \$94.28 per month (12 month basis);
- A.2.6 Non-credit revenues identified in accordance with Article 64, Section 4.6.1, which are set aside for non-credit unit members workload adjustments; then
- A.2.7 The increased cost of improving stipends for the 1999-00 academic year be the greater of the final 1998-99 salary schedule percentage improvement or a ten percent (10%) improvement; the ten percent (10%) continuous improvement applies to the 1999-00 academic year only; then
- A.2.8 The increased cost of improved faculty salaries that are placed and paid from the restructured Salary Schedule B-2 and B-3; then
- A.2.9 The incremental cost increase of parking fees reimbursed to unit members in the preceding academic/contract year as defined per Article 3, Section 3.9; then
- A.2.10 The cost for compensating adjunct faculty for office hours held in the Fall 1999 term and the increased cost over Spring 1999 costs for Spring 2000 office hours held; then
- A.2.11 Any increased cost for additional stipend categories mutually agreed to between LRCFT and the district; and changes in the compensation structure of department spokesperson resulting from the joint committee activity referenced in Article 2, Section 2.2.4.4; then
- A.2.12 Any increased salary and benefit cost in 1999-00 for faculty members participation in a new Flexible Scheduling program per Article 26, and as approved by STRS. The increased cost associated with the first five participants in this program shall be at district expense.
- A.2.13 The costs defined in this sections “continuing” funds in order to permanently support of such costs in succeeding fiscal years and are a funding priority for any continuous sources of revenue such as Program Based Funding. After funding the above costs, any remaining continuing funds shall improve salary schedules A, B, and C and payroll related fringe benefit improvements shall be the greater of two percent (2%) or the funded State COLA percentage established in 1999-00. Salary schedule improvements shall apply services rendered in the 1999-00 academic/contract year.
 - A.2.13.1 The cost of any salary schedule improvements provided in advance of the final determination of revenues available to LRCFT shall be considered in the

retroactive salary calculations.

A.2.13.2. Any of the above costs funded in 1999-00 from one-time-only revenues (as defined in Section A.1) shall be considered one-time-only distributions/improvements for 1999-00. One-time only revenues are typically included with any distribution of retroactive compensation and other improvements.

A.2.14 Then, the increased cost for funding two additional Type A Leaves and one additional Type B leave for 2000-2001;

A.2.15 Then, remaining continuing funds shall be earmarked for the multi-year funding plan for 1). the Lab Hour Formula Improvement Plan described in Article 4, section 4.2.4; and 2). for restructuring Schedules A-175 and Schedules A-185 to establish an additional step for Classes I to V. Based upon current year's staffing levels for laboratory hours and 1997-98 faculty class/step placements, the estimated cost for both items is three million dollars (\$3,000,000). The annual contribution for a three year funding plan requires a minimum one million dollars (\$1,000,000) and shall be distributed in the following manner:

A.2.15.1. Forty percent of earmarked continuing funds shall be used to fund an additional step for each class (A-175, A-185). The additional step shall not exceed 4% of the preceding step of each class and the actual percentage improvement in 1999-00 applied to the added step is contingent upon the amount of continuous funds available in 1999-00 for this purpose.

A.2.15.1.1 The salary improvement related to this salary schedule restructure shall apply to all regular tenured or tenured-track faculty members who as of July 1, 1999 or as Fall 1999 academic year have been on the existing last step of a class for at least two semesters or are placed on the 20 year longevity step.

A.2.15.1.2 Faculty who have been placed on the existing last step for at least two semesters as of the start of Spring 2000 term, shall be eligible for the added step beginning in the Spring 2000 semester.

A.2.15.1.3 After fully funding the cost of the additional 4% step, any remaining continuing funds set aside for this purpose shall be used to fund the Lab Hour Formula Improvement Plan.

A.2.15.2. Sixty percent of the continuing funds shall be used to fund the Lab Hour Formula Improvement Plan which shall be implemented when sufficient funds have been accumulated to convert all laboratory clock hours over a four semester period that are assigned to faculty from the current $\frac{2}{3}$ rate (0.667) to $\frac{3}{4}$ rate (0.750) as compared to the lecture clock hour. The actual cost of

the conversion is dependent upon the total laboratory hours assigned in the implementing year(s).

A.2.15.2.1 Prior to the accumulation of sufficient funds for this purpose, the earmarked funds shall be combined with other available noncontinuous revenues/resources to improve Salary Schedules A, B, and C as a one-time-only salary improvement for 1999-00.

A.2.15.2.2 Since full implementation of Lab Hour Formula Improvement Plan is expected to occur over two academic years, any unused funds accumulated during the implementation period shall be combined with any noncontinuous revenues to improve Salary Schedules A, B, and C as one time only salary improvements.

A.2.15.2.3 At the end of the two year implementation period, should any funds remain after full implementation of the Lab Hour Formula Improvement Plan, such funds shall be used to improve Salary Schedules A, B, and C on a continuous basis.

A.3 Distribution of Lottery Revenues

The increase in funds attributable to lottery revenues above the base amount stated in Section A.14 shall be considered one-time-only payments and will be distributed to LRCFT unit members on an annual basis and no later than 45 days after receipt of the 1999-00 fourth and final quarterly lottery funds. Estimated payment schedule is November 2000.

A.3.1 If lottery revenues for the fiscal year can be reasonably estimated at the time of processing any retroactive salary payments, such funds shall be included in the scheduled retroactive compensation improvement. Any revenue differences between actual lottery revenues received for this fiscal year compared to the lottery revenue estimates used in the improvements to salary and benefits shall be included in the succeeding fiscal year revenue distribution to LRCFT.

A.3.2 Lottery revenues below the base amount stated in Section A.1.4 shall reduce available continuous funds.

A.4 Distribution of Available Growth Revenues

The distribution of Available Growth Funds as defined in Attachment 1, and any remaining State COLA revenues shall be distributed no later than sixty days after the final status of such funds is determined by the State Budget Act, or the California Community Colleges Chancellor's Office, or the close of the district's fiscal year, whichever is later.

A.5 Partnership for Excellence (PFE) — If unrestricted and undesignated PFE funds are received by

the district in 1999-00, such funds shall be subject to negotiations. Should improvements to student performance/success indicators and other defined outcomes still be required by the State, PFE revenues shall be considered designated. Designated PFE funds shall not be used for any salary and benefit improvements.

A.5.1 For 1998-99, Partnership for Excellence Funds received by the District amounted to \$3,824,713. Should designated PFE revenues for 1999-00 be less than thirty percent (30%) of the preceding year's revenue:

A.5.1.1 LRCFT representatives shall participate in the district-wide allocation process for Partnership for Excellence revenues. District and LRCFT representatives shall meet prior to the initiation of the district wide process to discuss LRCFT's interests, issues, and options which may relate to any prescribed State outcome, indicators and student performance improvement goals; and

A.5.1.2 Other mutually agreed to interests and options shall be included in the district-wide consultative allocation process for funding consideration. The final outcome of mutual interests and options and any planned funding of items developed shall be discussed.

A.5.1.3 LRCFT and district representatives shall meet within forty-five days of either the adoption of the State budget for California Community Colleges or when any Partnership for Excellence program requirements are finalized by the State, whichever occurs later.

A.5.2 And, if such designated PFE funds are at least 30% of the amount received by the district in 1998-99:

A.5.2.1 then, such revenues shall fund fifty percent (50%) of the 1999-00 adjunct office hour costs remaining after applying reimbursements received from State AB 3099 funds (A.1.6); and

A.5.2.2 will continue to fund one-half of costs of adjunct office hours in future years as described in Section A.2.10 as long as the current program provisions of the State and the district's Adjunct Office Hour programs are not substantially changed.

A.5.2.3 In addition, the cost of funding two additional Type A Leaves and one additional Type B leave for 2000-2001 shall be funded from 1999-00 PFE revenues as long as the nature and purpose of such leaves support the PFE student success indicators and other performance measurements prescribed by the State. Remaining number of Type A and B Leaves required to achieve a total of sixteen (16) leaves shall be funded and authorized in succeeding years as described in Article 9, **Section 9.12 and Appendix A.2.14.**

A.5.3 And, if 1999-00 designated PFE outcomes remain substantially as defined by the State for 1998-99 revenues, the PFE revenue shall be used to increase the district's full-time faculty hires by:

A.5.3.1 a minimum five (5) additional full-time regular faculty positions. Total funds received by the district for the Partnership for Excellence program must be unrestricted and be at least fifty percent (50%) of the amount received by the district in 1998-99; and

A.5.3.2 the additional full-time faculty positions shall be in addition to Title V growth provisions for full-time staffing requirements;

A.5.3.3 provided that no other State categorical funds are appropriated for the hiring of additional full-time faculty as part of the 1999-00 State budget for community colleges; and

A.5.3.4 that no restrictions are imposed by the State requiring the funding of additional full-time faculty from Partnership for Excellence revenues.

A.5.3.5 The established colleges' planning processes shall determine which educational area the additional faculty positions should be allocated.

A.5.3.6 If designated PFE revenues are up to forty-five percent (45%) of the amount received in 1998-99, up to three (3) additional full-time faculty positions may be funded. In addition, Section A.5.3.2 to A.5.3.5 shall also apply.

A.5.4 If the PFE revenue for 1999-00 is between fifty percent (50%) and one hundred percent (100%) of 1998-99 revenues, such funds will be used to proportionately increase the number of full-time faculty positions from the planned five additional full-time regular faculty positions (Section A.5.3) up to a total of ten (10) full-time regular positions.

A.5.4.1 Based upon 1998-99 faculty staffing levels, a one percent improvement to the full-time/part-time ratio requires approximately ten additional full-time faculty positions above the required staffing level per Title V provisions.

A.5.4.2 Provisions stated in Sections A.5.3.2 to A.5.3.5 shall also apply.

A.6 Salary Savings - 1999-00

Any net salary savings after replacement costs are considered which are realized from unit member retirements or resignations which occurred in 1998-99 may be used to:

A.6.1 address the unit's proportionate share of any reductions in Program Based Funding

revenues below the defined base, and

A.6.2 fund the increased cost of conversions of part-time instructional FTE to regular full-time instructional positions or the increased costs of the member participation in a STRS approved Flexible Scheduling program above the first five participants (A.2.14), if growth funds per Program Based Funding provisions (Attachment 1) are not available or are insufficient to fund such increased costs; then

A.6.3 Remaining salary savings amounts shall be included in the distribution or allocation of funds to unit members as described in A.2.

A.7 Other Unrestricted Funds

Should other new State unrestricted revenues become available in 1999-00 as a result of changes in funding legislation or excess unrestricted funds above the State's appropriation limit become available, such new revenue source(s) shall be subject to further negotiations.

A.7.1 The District shall notify the LRCFT unit of such new unrestricted revenues which are subject to further negotiations.

A.8 Excluded Revenue/Funding Sources

Other state revenues not defined herein, and other categorical apportionment funds, state apprenticeship, and other restricted or designated revenue sources shall be excluded from any computations of the bargaining unit's proportionate share of funds.

A.9 Ten Percent (10%) Limitation

Should the 1999-00 revenues as defined above provide sufficient funding for salary, fringe, and health benefit improvements, including step and class changes and other mutually agreed upon allocations which result in a distribution in excess of 10%, such excess funds above 10% shall be subject to further negotiations for 1999-00.

A.9.1 The District shall notify the LRCFT unit of such excess funds above the 10% level as it relates to the revenues defined herein.

A.10 Review of District Records

Records maintained by the District Office Business Services Department which relate to the implementation and calculation of LRCFT's proportionate share of the defined funds shall be available for review by designated representatives of the LRCFT Executive Board. LRCFT and business services representatives shall meet at a mutually agreeable time.

Annual reports which summarize the calculation of LRCFT's proportionate share of defined funds, and the allocation/distribution of such funds, shall be prepared by business services representatives.

All such summary reports relating to the implementation of this Appendix shall be provided to designated representatives of LRCFT.

A.11 Changes in Funding Formulas for Community Colleges

Should funding formula for community colleges change substantially for 1999-00 which affect the application of the contract provisions, the above Sections A.1 to A.5 shall not apply. Such new unrestricted funding provisions shall be subject to further negotiation for 1999-00.

A.12 Reduction or Insufficient Defined Revenues in 1999-00

Should the total of all defined revenue/resources for 1999-00 be less than or equal to the various specified base amounts stated in Section A.1 above, LRCFT unit members shall bear their proportionate share of such reduced or insufficient funding. Such reduced revenues shall be calculated as specified in Section A. LRCFT's proportionate share of computed revenue reductions shall be applied but not limited to: a) salary schedule adjustments; b) workload adjustments; c) suspension of salary schedule step advancements; or d) other adjustments as mutually agreed to by LRCFT and the District.

A.13 Cost Reductions/Savings

A.13.1 If the total of 1999-00 defined revenues per Section A.1 are calculated at a lower level than received or recognized in 1998-99, the total cost reductions described in Attachment 1 shall offset such decreased revenues. The bargaining unit's proportionate share shall be based upon eighty percent (80%) of such net PBF revenues and other revenue.

A.14 Cost advances

The cost of 1999-00 step increments, class changes and other additional payroll related benefit costs for 1999-00 which are insufficiently funded shall be considered advanced by the district. Any cost advanced shall have first priority in the utilization/distribution of LRCFT's proportionate share of defined revenues in 2000-01 or subsequent year.

Athletic/Coaching Stipend Schedule for Faculty

Coaching formula hour assignments and stipend compensation shall be as follows:

<u>Sports Program</u>	<u>Formula Hour Assignment</u>	<u>Stipend (\$) 1998-99</u>
Baseball, Head Coach	7	2819
Baseball, Assistant Coach	5	1612
Basketball, Head Coach	7	2819
Basketball, Assistant Coach	5	1612
Cross Country, Head Coach	7	2013
Football, Head Coach	7	2819
Football, Assistant Coach	5	1612
Golf, Head Coach	7	2013
Hockey, Head Coach	7	2819
Soccer, Head Coach	7	2819
Soccer, Assistant Coach	5	1612
Softball, Head Coach	7	2819
Softball, Assistant Coach	5	1612
Swimming, Head Coach	7	2013
Tennis, Head Coach	7	2013
Track and Field, Head Coach	7	2819
Track and Field, Assistant Coach	5	1612
Volleyball, Head Coach	7	2819
Water Polo, Head Coach	7	2013
Wrestling, Head Coach	7	2013

Performing Arts Stipend Schedule for Faculty

Performing Arts The District shall provide stipends and/or load equity for performing arts instructors.

<u>Subject</u>	<u>Maximum Stipend (Refer to Individual Description Before Making Awards)</u>
<i>Art</i>	<u>1998-99</u>
Art Gallery Director	941
<i>Dance</i>	
Director	941
<i>Forensics</i>	
Coach (District-wide)	1344
Assistant Coach	941
Tournament Coordinator/Debate	672
<i>Journalism</i>	
Student Newspaper	1344
Literary Journal Advisor	
<i>Music (Performing Group)</i>	
Director	1344
Commercial Music Program Director	
<i>Theatre Arts</i>	
Director	1344
Technical Director	1344
Musical Director	1344
Vocal Director	941
Costumer	941
Choreographer	941
Promotion/Box Office	1344
<i>TV/Radio</i>	
Program Producer	941

A faculty member with more than one assignment may be eligible for more than one stipend; however, no faculty member may receive more than two stipends a semester (exceptions noted in the descriptions below). For purposes of developing stipends, fall and winter “seasons” are to be considered as one semester subject to the limitations described in this document.

Summary Descriptions of Responsibilities and Guidelines for Level of Stipend to be Awarded:

Art Gallery Director (Non-Student Shows)

Responsibilities include following institutional budgetary procedures in coordinating all gallery exhibits to include scheduling and working with artists and students; preparing exhibit publicity and promotion; arranging opening receptions.

- Maximum Stipend: Four primary non-student exhibits
- Proportional Stipend: 25% of maximum stipend per exhibit per semester.

Dance Director

Responsibilities include conducting dance tryouts; assigning dance roles; choreographing the program; teaching the students the dances; conducting regular dance rehearsals; providing notes through run of the show.

- Maximum Stipend: Three full-production performances per semester
- Proportionate Stipend: One-third of maximum stipend per full-production performance.

Forensics Coach

Responsibilities include following budgetary procedures in the coordination of overall district-wide forensics program including coaching and working with staff and assistant coach preparing district-wide tournament schedules and transportation; arranging for travel resources.

- Maximum Stipend: Four tournaments per semester
- Proportional Stipend: 25% of maximum stipend per tournament
- Limit Exception: Two maximum stipends per academic year. One head coach of district-wide activities.

Assistant Forensics Coach

Responsibilities include assisting forensics coach with coordination of overall forensics program, including coaching students.

- Maximum Stipend: Three tournaments per semester
- Proportionate Stipend: One-third of maximum stipend per tournament
- Limit Exception: Two maximum stipends per academic year.

Tournament Coordinator

Responsibilities include assisting forensics coach in preparing tournament schedules and transportation; arranging for travel resources.

- Maximum Stipend: Three tournaments per semester
- Proportionate Stipend: One-third of maximum stipend per tournament
- Limit Exception: Two maximum stipends per academic year.

Journalism (Student Newspaper)

Responsibilities include supervising students in the Journalism lab to include layout and production of student newspaper, evaluating staff and product; coordinating public relations; maintaining fiscal accountability; monitoring outside contracts and advertising; maintaining equipment.

- Maximum Stipend: Weekly edition.
 - Proportionate Stipend: 25% of maximum stipend for monthly publication.
 - Limit Exception: One maximum stipend per semester.
-

Literary Journal Advisor

Responsibilities include supervising students in lab setting who write, edit, lay out and produce the annual literary journal; evaluating staff and product; coordinating public relations (including at least one public reading), fund raising and sales of journal; maintaining fiscal accountability; maintaining equipment.

- Maximum Stipend: One annual edition
- Proportionate Stipend: None
- Limit Exception: One maximum stipend per semester; could be divided between two advisors

Music Director (Performing Group)

Responsibilities include selecting music; rehearsing group, scheduling performances; coordinating facilities, promotion, fliers, publicity, etc.; ticketing; preparing program; recruiting personnel.

- Maximum Stipend: Four concert performances per semester.
- Proportionate Stipend: 25% of maximum stipend performance.

Theatre Arts Director

Responsibilities include auditioning, casting and rehearsing the production; verifying institutional procedures in regard to budget, publicity, box office and house management are followed; establishing guidelines (concepts) for production and securing rehearsal and theatre space.

- Maximum Stipend: One main stage (full length) production with at least four performances per production.
- Proportionate Stipend: 25% of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Theatre Arts Technical Director

Responsibilities include developing a design concept, drafting floor plans, elevations, and working drawings (furniture and props where needed), light plot and instrument schedule; sound designing; supervising technical rehearsals; attending production meetings; verifying institutional procedures regarding lighting, sound, set, and costuming.

- Maximum Stipend: One main stage (full length) production with at least four performances per production.
- Proportionate Stipend: 25% of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Theatre Arts Musical Director

Responsibilities include coordinating all music requirements; coordinating cuts, additions, style and tempos with director, vocal director, and choreographer, coordinating physical set-up for orchestra for rehearsal and show; arranging and conducting all orchestral rehearsals; attending production meetings as required; providing notes following rehearsals/performances.

- Maximum Stipend: One main stage (full length) production with at least four performances per production.
- Proportionate Stipend: 25% of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Theatre Arts Vocal Director

Responsibilities include determining special requirements for music; accounting for vocal music; coordinating cuts, style tempos with director, attending production meetings and auditions as required; conducting all vocal rehearsals; providing notes of rehearsals/performances.

- Maximum Stipend: One main stage (full length) production with at least four performances per production.

Proportionate Stipend: 25% of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Costumer

Responsibilities include designing costumes; attending production meetings as required creating drawings and renderings; building and/or supervising the construction of costumes; supervising the actors and the wardrobe crew during dress rehearsals and performance; maintaining costumes throughout run of show.

Maximum Stipend: Based on the number and complexity of the costumes that have to be built.

Proportionate Stipend: Same definition as maximum stipend.

Choreographer

Responsibilities include conducting dance tryouts; helping to decide on casting; choreographing the show; teaching the dances; conducting regular dance rehearsals; providing notes throughout run of show.

Maximum Stipend: One main stage (full length) musical with at least four performances per production.

Proportionate Stipend: 25% of maximum stipend for each performance. Special productions (i.e., children's theatre, touring groups, etc.)

Promotions/Box Office

Responsibilities include supervising the business and promotional side of a production per institutional policy; ordering tickets; creating a publicity campaign to include mailing list advertising, press releases and fliers; organizing photo shoots; supervising audience development; creating a season subscription drive; promoting community involvement developing a lobby display; supervising box office and nightly front-of-house duties.

Maximum Stipend: All of the responsibilities for a semester for all theatre productions, including at least one main stage performance.

Proportionate Stipend: A percentage for each production based on the number productions per semester.

Limit Exception: One maximum stipend per semester.

TV/Radio Program Producer

Responsibilities include producing television and/or radio productions for broadcast working with faculty, students and staff in meeting the objectives of the production, including script writing, acting, lighting and editing.

Maximum Stipend: Three productions per semester of at least one half hour each.

Proportionate Stipend: 33% per half-hour production.

Limit Exception: One maximum stipend per semester.

Department Spokesperson Stipend Schedule for Faculty

(Department Spokesperson - Recommended by College President)

<u>Level</u>	<u>Stipend (\$)1998-99</u>
I	0
II	374

III	747
IV	1122
V	1494

Salary and Benefits

Appendix B

Salary and Benefits 2000-01 and 2001-02

Any salary, fringe benefit, and stipend improvements, including:

- 1) step and class changes; and
- 2) improvements to District contribution for medical and dental insurance; and
- 3) increased parking costs incurred by members; and
- 4) increased Professional Development Leaves; and
- 5) funding the package for:
 - e. the workload adjustment for the Lab Hour Formula Improvement Plan, and
 - f. restructured Salary Schedule A (A.2.15)

shall be determined for fiscal years 2000-01 and 2001-02 in accordance with the provisions stated in Sections A.1 through A.14 of the Salary and Benefits - 1999-00. All such improvements as determined for 2000-01 and 2001-02 shall be effective at the start of the particular academic/contract year.

B.1 Funding Sources

Eighty percent (80%) of such revenues defined in Section A.1, Salary and Benefits - 1999-00, shall be allocated and distributed in the same manner for the 2000-01 and 2001-02. Related base amounts for each contract year shall be computed as follows.

B.1.1 Program Based Funding (PBF) Revenue

The base amount is the amount recognized or received in the previous year per Program Based Funding (PBF) provisions, which includes any 1999-00 or 2000-01 Growth Funds, Program Improvement Funds, and any other revenues which are computed as Base Revenue per PBF provisions by the State of California, Chancellor's Office. Such PBF base revenues may also be reduced by any retroactively applied State deficit.

New or increased Program Based Funding revenues above the base amount are generally

derived from two sources: 1) Cost of Living Adjustments (COLA); and 2) Growth Funds. Any other categories of unrestricted Program Based Funding financing formula which are added or modified in 2000-01 and 2001-02 shall also be allocated to LRCFT unit members in accordance with provisions stated in 1999-00, Salary and Benefits. Any reduction in funds resulting from Title V, Section 53310 provisions (75:25 Full-time/Part-time faculty ratio) shall reduce new or increased funds.

B.1.2 *State Program Improvement Funds (PIF)*

Unrestricted Program Improvement funds received in 2000-01 or 2001-02 shall be proportionately allocated to the bargaining unit. Base Revenue for State Program Improvement Funds is established at zero since previous year's PIF revenues are typically added to PBF Revenue and becomes part of PBF base amounts stated in Section B.1.1.

B.1.3 *Basic Skills Growth Revenue*

Any unrestricted Basic Skills revenues shall be allocated in accordance with growth provisions defined in 1999-00 Salary and Benefit provisions and shall be distributed either on a continuous basis or one-time-only basis depending upon the nature of such State revenues.

B.1.3.1 The guaranteed level of \$814,467 described in Section A.1.3 of the 1999-00 Salary/Benefit Provisions (Appendix A) is subject to modification by the State in 2000-01 or 2001-02.

B.1.3.2 Should the guaranteed revenue level be increased above the current \$814,467 level, such increased funds shall be considered continuing revenue and will be allocated proportionately to LRCFT.

B.1.3.3 Should the guaranteed level be reduced below \$814,467, the amount of reduction in Basic Skills continuing revenue shall reduce the available continuing funds in 2000-01 or 2001-02. The Basic Skills revenue base or guaranteed level shall be revised to the new State guaranteed level and revenues received in 2000-01 or 2001-02 above this level shall be considered one-time-only funds. Such one-time-only funds shall first fund any growth costs as defined in Attachment 1, if needed, then shall be allocated proportionately to LRCFT.

B.1.4 *Partnership for Excellence (PFE)* — If PFE funds are received as unrestricted and undesignated in 2000-01 or 2001-02, such funds shall be subject to negotiations. Should improvements to student performance/success indicators still be required by the State, PFE revenues shall be considered designated and shall not be used for any salary and benefit improvements. And, if 2000-01 or 2001-02 designated PFE funds are at least 20% of the amount received in the previous year, LRCFT representatives shall participate in the district wide allocation process.

B.1.4.1 District and LRCFT representatives shall meet prior to the initiation of the district

wide process to discuss LRCFT's interests, issues, and options which may relate to any prescribed State outcome, indicators and student performance improvement goals; and

B.1.4.2 Mutually agreed to interests and options shall be included in the district wide consultative allocation process for funding consideration. The final outcome of mutual interests and options and any planned funding of items developed shall be discussed.

B.1.4.3 The initial meeting shall be held within forty-five days of either the adoption of the State budget for California Community Colleges or when any Partnership for Excellence program requirements are finalized by the State, whichever occurs later.

B.1.5 *Lottery Revenue*

The base amount for Lottery revenue in 2000-01 and 2001-02 is established at \$3.3 million.

B.1.6 *District Contribution Reduction*

Should district contribution for medical/dental coverage be reduced in 2000-01 or 2001-02 below the preceding years established level, the related reduction in district contribution costs for unit members shall be returned to the unit as a source of funds which are available for redistribution.

B.1.7 *Cost Reduction/Salary Savings*

The proportionate share of any cost savings which were previously funded from student growth revenues and as further described in Attachment 1 and salary savings described in Appendix A, Section A.6 shall be available to unit as another source of revenue.

B.1.8 *Other Funding Sources*

Should 1999-00 or 2000-01 revenues for Program Based Funding, Basic Skills Growth Revenue be increased or reduced as a result of retroactive calculations performed by the State Chancellor's Office (February 2000 or 2001 Recalculation or other State computations) such revenue adjustments shall be applied to the related 2000-01 and 2001-02 revenue computations as per A.1 provisions.

B.2 *Distribution or Allocation of Funds*

LRCFT unit members shall receive their proportionate share of such increased revenues which shall be applied in the same priority order as listed in Section A.2 of the 1999-00 Salary and Benefits provisions, except that any previous year's continuing costs of LRCFT unit members funded from one-time-only revenues in that year shall have first priority. The cost of any additional stipends or stipend categories mutually agreed to during the term of the contract shall also be funded from LRCFT's proportionate share of revenues.

B.3 Available Growth Funds as defined in Attachment 1, shall be proportionately distributed to LRCFT on a continuous or one-time-only basis dependent upon the nature of such funds received by the District. The same terms stated in A.4 shall apply to 2000-01 and 2001-02 contract year.

B.4 Reduction or Insufficient Defined Revenues - 2000-01 and 2001-02

Should the total of all defined revenues for 2000-01 or 2001-02 be less than or equal to the base amounts stated in Section B.1 , or sufficient revenues are not received to fund the full cost of 2000-01/ 2001-02 step and class changes and other increased payroll related benefits, LRCFT unit members shall bear their proportionate share of 80% of such reduced or insufficient funds.

LRCFT's proportionate share of computed revenue reductions shall be applied, but not limited to: a) salary schedule adjustments; b) workload adjustments; or c) other adjustments as mutually agreed to by LRCFT and the District.

Appendix C

Sample Forms

In this Appendix you will find information on —

- C Sample forms or documents that are referenced in this contract

The forms are included as examples only and may be changed due to revised contract language or other administrative needs.

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Professional Development Leaves

Appendix D

Type	A Research	B Service	C Overload Bank	D Difference in Pay	E Retrain/ Renew
% of Workload	100% or 50%	Up to 100%	100%	100%	Up to 100%
Term	One Semester or One Year	Up to One year	One Semester or One Year	One Semester or One Year	Up to One year
Salary	100% or 50%	100%	100% Schedule A	Subtract Class II, Step 6 from Regular Pay	100%
Who Recommends	Professional Standards Committee	Professional Standards Committee	College President	College President	Chancellor
Availability	At Least 6 per Year	At Least 4 FTE per Year	Limited Only by Program Needs	Limited Only by Program Needs	2 FTE per Year
Service Requirement—Before	7 Years from Date of Employment or Last Type A leave	7 Years from Date of Employment or Last Professional Development Leave	Deferred Overload Equivalent Formula Hours Required	7 Years from Date of Employment or Last Professional Development Leave	7 Years from Date of Employment or Last Professional Development Leave
Service Requirement—After	Report and One Year <i>or</i> Report and Two Years	2 Years	None	1 Year	Report and 2 Years

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Self-Study Format: Tenured/Probationary Appendix E Faculty

Purpose: The purpose of the self-study is to provide an opportunity for introspection and planning for the future in your performance review. If you have made goals in the past, you should review your progress. If you have goals for the future, you should state them. Please adhere to the following guidelines:

- C** You are expected to follow the appropriate format below. Include all of the headings of the format in your report (they are in boldface.)
- C Please type your report; this is a professional document and should reflect your professional standards.
- C Please limit your report to no more than four pages, single-spaced.
- C If you attach supporting documents, be sure they are clearly referenced in the text of your report.

Tenured-Probationary Faculty Review--Self-Study Format

I. *Response to Recommendations of Previous Review*

List all recommendations from your previous review and the steps you have taken to remedy them.

II. *Review Cycle History*

Please list changes in assignment, course development activities, or any other activities that have affected your assignment since your last review.

III. *Professional Activities*

These would include workshops taken, textbooks written or being written, service in a professional organization, research undertaken, conference presentations, etc.

IV. *Service*

- a. to your department/area
- b. to the college/district
- c. to the community

Please list all activities you have undertaken since your last review. These would include service on advisory committees and departmental committees, speaking engagements, etc.

V. ***Efforts Taken to Stay Current***

- a. in your field
- b. in your assignment (teaching or delivery of services such as counseling, library, etc.)

These would include workshops taken, research undertaken, conference presentations, service on advisory or departmental committees, speaking engagements, etc.

VI. ***Assessment***

Please list strengths and weaknesses you have as a teaching/counselor/librarian, etc. If you wish, you may state goals associated with these. It is entirely appropriate to use statistical measures of progress (such as student GPA, student success rates, etc.) to address your strengths and weaknesses or in setting goals).

VII. ***Other***

You may include anything here you feel is pertinent, but did not get covered in any of the other sections.

VIII. ***Attachments***

Please attach copies of your course syllabi for the courses you are teaching during the semester of your review. You may also attach any supporting documents you wish. For example, for classroom faculty, department objectives, course manuals, classroom materials developed during this review cycle, etc. For non-classroom faculty, work portfolios may be submitted. These will be returned.

Appendix F

Self-Study Format: Adjunct Faculty

Purpose: The purpose of the self-study is to provide an opportunity for introspection and planning for the future in your performance review. If you have made goals in the past, you should review your progress. If you have goals for the future, you should state them. Please adhere to the following guidelines:

- C You are expected to follow the appropriate format below. Include all of the headings of the format in your report (they are in boldface).
- C Please type your report; this is a professional document and should reflect your professional standards.
- C Please limit your report to no more than four pages, single-spaced.
- C If you attach supporting documents, be sure they are clearly referenced in the text of your report.

Adjunct Faculty Review -- Self-Study Format

I. *Response to Recommendations of Previous Review*

List all recommendations from your previous review and the steps you have taken to remedy them.

II. *Remedy Cycle History*

Please list changes in assignment, course development activities, or any other activities that have affected your assignment since your last review.

III. *Efforts Taken to Stay Current*

- a. in your field
- b. in your assignment (teaching or delivery of services such as counseling, library, etc.)

These would include workshops taken, service in a professional organization, research undertaken, conference presentations, service on advisory or departmental committees, speaking engagements, etc.

IV. *Assessment*

Please list strengths and weaknesses you have as a teacher, counselor, librarian, etc. If you wish, you may state goals associated with these. It is entirely appropriate to use statistical measures of progress (such as student GPA, student success rates, etc.) to address your strengths and weaknesses or in setting goals.

V. *Other*

You may include anything here you feel is pertinent but did not address in any of the other sections.

VI. *Attachments*

Please attach copies of your course syllabi for the courses you are teaching during the semester of your review. You may also attach any supporting documents you wish; for example, departmental objectives, course manuals, classroom materials developed during this review cycle, etc. These will be returned.

Glossary

preference	Preference, as in “workload preference”, refers to the assignments of part-time, temporary unit members and the overload assignments of full-time unit members. All faculty indicating the desire for such an assignment (by the timely filing of an availability form) will be offered courses to teach in descending order of preference (see Article 4: Workload, section 4.8). Preference is limited by course overload maximums and by established load.
FTE	FTE means “full time equivalent” and refers to the workload of a full-time faculty member. One FTE is the workload of one full-time faculty member (see Article 4: Workload).
FTES	FTES means “full time equivalent-student” and refers to the course load of a full-time student.
unit member	A unit member is a member of the bargaining unit and is covered by the provisions of this contract. All regular and adjunct faculty and Children Center employees become unit members the first day of employment.
WSCH	WSCH means “weekly student contact hour” and is a measure of faculty workload. WSCHs are determined by class size, number of class meetings, number of hours per class meeting, and number of instructors (see Article 4: Workload).
COBRA	COBRA benefits are federally mandated extensions of health benefits to employees terminating or breaking service. These benefits allow an employee to extend such benefits for up to 18 months as long as the employee pays the full cost of the benefits plus a small administrative fee. These benefits may be refused.
TCS	The "Tentative Class Schedule" is an offer of employment form specifying the class(es), the faculty assignment, hours, workdays, location and FTE.

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