

MIRACOSTA COMMUNITY COLLEGE DISTRICT

**DISTRICT/FACULTY ASSEMBLY
AGREEMENT**

**FOR THE PERIOD
JULY 1, 2015 - JUNE 30, 2018**

UPDATED MAY 2016

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***MiraCosta Community College District
District/Faculty Assembly Agreement
Signature Page***

Sunita Cooke Date
Superintendent/President
MiraCosta Community College District

Bradley Byrom Date
President
MiraCosta College Faculty Assembly

ARTICLE A: GENERAL PROVISIONS

This Agreement is made and entered into by and between the Board of Trustees of the MIRACOSTA COMMUNITY COLLEGE DISTRICT (“District”) and the MIRACOSTA COLLEGE FACULTY ASSEMBLY (“Assembly”), and shall be binding upon themselves and their successors for the term hereof. The District recognizes the Assembly as the exclusive representative of the bargaining unit described in the certification of the Public Employment Relations Board of the State of California, dated January 16, 2015, in case number LA-RR-1240-E, a copy of which is attached hereto as Appendix 10 and incorporated herein.

This agreement is entered into pursuant to the Educational Employment Relations Act (hereafter EERA) at Government Code §3540 et seq.

This agreement shall remain in full force and effect from July 1, 2015 to June 30, 2018. The agreement is a three-year, closed-end contract with no reopeners except as specified herein or by mutual agreement.

Appendices to this document may be modified by mutual agreement.

A.1.0 SAVINGS

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. The parties will meet and negotiate a replacement provision for the deleted provision within thirty (30) calendar days of receipt of an initial proposal by either party.

If any provision of this Agreement is contrary to or inconsistent with a federal or state law, because of a change to any such law, the parties will meet and negotiate a replacement provision within thirty (30) calendar days of receipt of an initial proposal by either party.

A.2.0 RIGHTS OF THE ASSEMBLY

Unless limited by this Agreement, the Assembly retains all of its legal rights, such as rights of reasonable access and reasonable use of mailbox, email, web and other District facilities in a manner consistent with California statutes and PERB and other applicable decisions.

The Assembly shall have the right to appoint two full-time faculty representatives and one full-time faculty alternate to the District Fringe Benefits Committee.

The Assembly shall have the right to purchase reassigned time for the conducting of Faculty Assembly activities in addition to that provided by the District as per Article B.2. The Faculty Assembly shall compensate the District for this reassigned time at the class III, step 5 non-contractual rate.

A.2.1 Assembly rights to information

The District in the fall semester of each academic year shall give the Assembly a list of the names, work locations, departments, home addresses, home telephone numbers, salary schedule placement, activity status (e.g. active, sabbatical), faculty service areas (FSAs) and percent of assignment for all full-time faculty members. Home addresses and telephone numbers will be omitted for those faculty members who request that their home addresses and home telephone numbers not be disclosed.

The District shall notify the Assembly within thirty (30) days of Board approval of the initial employment of any new full-time faculty member and shall give the Assembly the same information for such new faculty members as specified above for full-time faculty.

Upon request, the District agrees to furnish the Assembly in a timely fashion with copies of public records as per the California Public Records Act. This includes Board agenda packets; tentative, preliminary and final budgets; and other information that is relevant to negotiations, grievance processing, and/or Assembly business related to administration of this Agreement.

A.3.0 RIGHTS OF THE DISTRICT

Unless limited by this Agreement, the District retains all of its legal rights to direct, manage, and organize in a manner not inconsistent with California statutes and PERB and other applicable decisions.

All such rights of management not limited by the clear and explicit language of this agreement are expressly reserved to the District and the express provisions of this agreement constitute the only contractual limitations on the District's rights.

A.4.0 NONDISCRIMINATION

The District and the Assembly agree that they shall abide by Title VII of the federal Civil Rights Act of 1964 and Title IX, as amended, to the extent applicable.

The District will not discriminate against any employee because of membership in or lawful activity on behalf of the Assembly.

The District and the Assembly agree not to discriminate unlawfully against any employee covered by this Agreement on any basis protected in board policy, state or federal law including but not limited to age, ancestry, color, ethnicity, gender, gender expression, gender identity, genetic information, marital status, medical condition, mental disability, national origin, parental status, physical disability, pregnancy, race, religious creed, sexual orientation or veteran status of any person, or because he or she is perceived to have one or more of the foregoing characteristics.

See Board Policy 3430.

A.5.0 SAFETY

The District shall furnish a place of employment which is safe for employees pursuant to applicable law and regulations.

The District agrees that whenever feasible faculty members will be included in any District-sponsored emergency notification systems and trainings that are implemented for full-time and/or contract employees of the District, and the Assembly agrees that it will make every reasonable effort to aid the District in implementing systems and procedures to ensure the currency and accuracy of the contact information for faculty members.

The District administration shall notify a faculty member as soon as reasonably possible of any credible personal threat against that person received by the District. A faculty member who becomes aware of physical violence or a credible threat against a student or employee, or destruction or credible threat of destruction or property, shall report said to the Office of Public Safety (Police) as soon as safely feasible.

The District encourages faculty members to inform the Director of Risk Management of any perceived hazards in the workplace or on campus without fear of reprisal. A faculty member who observes or experiences any hazard that he or she perceives to be unsafe shall report the condition to the Director/Risk Management by either sending an e-mail to riskmanagement@miracosta.edu or by calling that office at (760) 795-6866. The District provides a system of anonymous notification by faculty members about hazards at the internal fraud hotline (800) 860-0597. The Director of Risk Management maintains procedures for identifying and evaluating workplace hazards and will annually notify the Assembly of reports made and the corrective actions taken resulting from those reports.

A.6.0 DEFINITIONS

Reference: Education Code section 87600b

Regular Faculty

Permanent (tenured), full-time faculty employees (reference: Education Code section 87601e)

Contract Faculty

Probationary, full-time faculty employees (reference: Education Code section 87602)

Full-Time Faculty

Refers to regular or contract faculty or any faculty member employed under a full-time contract at MiraCosta College.

Classroom Faculty

Faculty whose primary duties are associated with course instruction.

Non-Classroom Faculty

Faculty whose primary duties are associated with counseling, library, or similar student support activities.

Faculty Directors and Articulation Officer

Faculty who are reassigned full-time to coordinate designated programs and services.

Non-Teaching Assignments

Assignments outside a faculty member's regular load that are not part of typical classroom or non-classroom assignments (such as classroom observation; administrative, governance or directorial duties; or special projects).

ARTICLE B: SUPPORT FOR ACADEMIC SENATE AND FACULTY ASSEMBLY FUNCTIONS

B.1.0 SUPPORT FOR ACADEMIC SENATE LEADERSHIP RESPONSIBILITIES

The Academic Senate shall be provided with 2.2 FTE reassigned time per semester in support of Academic Senate leadership responsibilities. The Academic Senate shall also be provided with 2.3 FTE reassigned time per semester for faculty chairs and co-chairs of District governance committees (Article C.4.3). Reassigned time may be redistributed between these two blocks with the approval of the superintendent/president.

The Academic Senate shall distribute these non-contractual workload credits as it deems appropriate, subject to the condition that any such distribution is in full accordance and full compliance with the workload measures specified herein (i.e., 33 work hours per non-contractual non-teaching LHE). The Academic Senate president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

B.1.1 Support for summer Academic Senate responsibilities

The Academic Senate president or designee shall be provided with a stipend for carrying out his/her duties during the summer. This stipend, equal to 132 hours at the applicable non-contractual rate (4.0 non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.

Other full-time faculty members on the Academic Senate shall be compensated at the applicable non-contractual hourly rate for participation in up to three Senate meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation. Faculty members serving on District and Academic Senate standing committees appointed to participate in the collegial governance of the College will be compensated at their hourly rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at the applicable non-contractual hourly rate for each hour of attendance to compensate for meeting participation and preparation.

A stipend shall be provided to the Faculty Professional Development Program (PDP) Coordinator for carrying out his/her duties during the summer. The PDP Coordinator stipend, equal to 99 hours at the applicable non-contractual rate (3.0 non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.

B.2.0 SUPPORT FOR FACULTY ASSEMBLY LEADERSHIP RESPONSIBILITIES

The Faculty Assembly shall be provided with 1.5 FTE reassigned time per semester in support of Faculty Assembly leadership responsibilities.

The Faculty Assembly shall distribute these non-contractual workload credits as it deems appropriate, subject to the condition that any such distribution is in full accordance and full compliance with the workload measures specified herein (i.e., 33 work hours per non-contractual non-teaching LHE) The Faculty Assembly president will notify the Office of Instruction prior to the end of the preceding semester as to which faculty are receiving reassigned time.

B.2.1 Support for summer Faculty Assembly responsibilities

The Faculty Assembly president or designee shall be provided with a stipend for carrying out his/her duties during the summer. This stipend, equal to 132 hours at the applicable non-contractual rate (4.0 non-contractual non-teaching LHE), will be in lieu of teaching one class in the summer session.

Other full-time faculty members on the Faculty Assembly Council shall be compensated at the applicable non-contractual hourly rate for participation in up to three Council meetings during the summer months, with a maximum of four (4) work hours per meeting to compensate for meeting participation and preparation. Faculty Assembly members serving on Faculty Assembly standing committees will be compensated at their hourly rate for participation in meetings scheduled during the summer to conduct business that cannot be conducted during the regular academic year. Faculty will be paid for two (2) work hours at the applicable non-contractual hourly rate for each hour of attendance to compensate for meeting participation and preparation.

ARTICLE C: FACULTY WORKLOADS

C.1.0 UNIFORM WORKLOAD MEASURES

C.1.1 Definition of Workload Measures

Contact Hours

Scheduled class lecture or laboratory hours or the equivalent, including scheduled counseling and library hours, and administrative or governance duties assumed by virtue of reassignment.

Preparation Hours

Hours directly associated with assigned contact hours and necessary for affiliated lecture or laboratory class preparation, student evaluation, or the equivalent.

Student Hours

Hours engaged in direct student interaction in addition to contact hours, including office hours, advisory activities, presentations, or the equivalent.

Institutional Service Hours

Hours engaged in institutional administration, governance, and development via college committee, Academic Senate, Faculty Assembly or departmental work, curriculum development, faculty meetings, or the equivalent, in addition to any such duties assumed by virtue of reassignment.

Weekly Faculty Contact Hours (WFCH)

The total number of contact hours per week for a particular assignment (see “contact hours” above).

Full-Time Equivalent (FTE)

Workload equivalent to a full-time contract load per semester or per year.

Lecture Hour Equivalent (LHE)

A uniform measure of faculty workload as defined below.

Other Professional Duties

Hours associated with pre-semester preparation for classes, additional professional development activities beyond required “flex” hours, and other professional duties as mutually agreed between the Faculty Assembly and the District.

C.1.2 Rounding

Throughout Articles C and D, fractions expressed as rounded decimals are understood to represent full, unrounded fractions for the purposes of calculating load or compensation (e.g. $0.667 = 2/3$, $2.333 = 7/3$). When banked or recorded, load and sick leave amounts shall

be recorded to the nearest 1/1000 (e.g. 2.667 LHE). Paid compensation amounts shall be rounded to the nearest penny.

C.1.3 Workloads and Workload Equivalencies

Workloads and workload equivalencies shall be common for each full-time faculty appointment, as denoted in the tables below:

1. See Article C.7.0 for contracts extending beyond 176 days
2. See Article C.6.0 for load balancing between semesters
3. In some years Instructional days may total 166. On those years All-College Day is included in the 10 “flex” days

FULL-TIME CONTRACTUAL WORKLOAD (ANNUAL FTE)

DAYS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Contractual Days	88	88	176
Flexible Calendar*	(5)	(5)	(10)
All-College Day	(1)	0	(1)
Regular Assignment Days (includes finals)	82	83	165

WEEKS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Contractual Weeks	17.6	17.6	35.2
Flexible Calendar*	(1.0)	(1.0)	(2.0)
All-College Day	(0.2)	0	(0.2)
Regular Assignment Weeks (includes finals)	16.4	16.6	33.0

HOURS	<i>FALL</i>	<i>SPRING</i>	<i>ANNUAL</i>
Contractual Work Hours	704	704	1408
Flexible Calendar*	(40)	(40)	(80)
“Flex” Obligation (Preapproved Activities)	(30)	(30)	(60)
Other Professional Duties	(10)	(10)	(20)
All-College Day	(8)	0	(8)
Regular Assignment Weeks (includes finals)	656	664	1320

Classroom Faculty			
Student Hours	(82)	(83)	(165)
Institutional Service Hours	(82)	(83)	(165)
Class Contact & Preparation (includes finals)	492	498	990
Non-Classroom Faculty			
Institutional Service Hours	(82)	(83)	(165)
Student Contact and Preparation	574	581	1155

*Note: minor adjustments to the allocation of flexible calendar days (e.g. 4 flexible calendar days in one semester and 6 days in the other) may be permitted in order to facilitate calendar development.

The breakdown of 80 flexible calendar hours into 60 hours of “flex” obligation and 20 hours other professional duties is based on a 15 LHE classroom load. Refer to Article C.17 for more details on the flexible calendar and “flex” obligation.

See Appendix 1.1 for detailed tables of annualized faculty workloads for the full contractual calendar (176 days), and the instructional calendar (165 days). See also Appendices 1.2 through 1.5 for detailed tables and examples of workload factors.

C.2.0 UNIFORM WEEKLY WORKLOADS

The uniform 40-hour work week for each 1.00 FTE faculty appointment shall be distributed among common duties as denoted in the following tables.

Key for the tables:

WFCH = weekly faculty contact hours

PREP = weekly preparation hours

STU = weekly student hours

INSV = institutional service hours

The breakdown of contact and prep hours is shown in these tables for discipline factors of 1.000 for classroom assignments and 0.600 for non-classroom assignments. See the tables in Article C.3.5 and Appendix 1.1 for the breakdown of contact and prep hours for other workload factors.

C.2.1 Contractual Assignments

	FTE	=	LHE	=	Hours per Week	x	Weeks	=	Total Hours
PER FTE (per year)	1	=	30	=	40	x	35.2	=	1408
PER LHE (per semester)	0.033	=	1.00	=	2.67	x	17.6	=	47.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH	+	PREP	+	STU	+	INSV	=	TOT	x	Weeks per Semester	=	Hours per Semester
PER FTE	15	+	15	+	5	+	5	=	40	x	17.6	=	704
PER LHE	1.000	+	1.000	+	0.333	+	0.333	=	2.667	x	17.6	=	47

DISTRICT/FACULTY ASSEMBLY AGREEMENT JULY 2015-JUNE 2018 (UPDATED MAY 2016)

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	5	=	40	x	17.6	=	704
PER LHE	1.667	+	0.667	+	0.000	+	0.333	=	2.667	x	17.6	=	47

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR CONTRACTUAL LEAVES AND REASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	40	+	0	+	0	+	0	=	40	x	17.6	=	704
PER LHE	2.667	+	0.000	+	0.000	+	0.000	=	2.667	x	17.6	=	47

C.2.2 Non-Contractual Assignments

	FTE		LHE		Hours per Week		Weeks		Total Hours
PER FTE (per year)	1	=	30	=	30	x	33.0	=	990
PER LHE (per semester)	0.033	=	1.00	=	2.00	x	16.5	=	33.0

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	15	+	15	+	0	+	0	=	30	x	16.5	=	495
PER LHE	1.000	+	1.000	+	0.000	+	0.000	=	2.000	x	16.5	=	33.0

Note: Effective 2013/14, non-contractual classroom assignments carry an obligation of 2.0 hours of preapproved professional development activities (“flex” credit) per 1.0 non-contractual classroom LHE. This is in addition to the hours shown in the table above (refer to Articles C.17.1, “‘Flex’ obligation for full-time faculty members,” and D.2.2, “Non-contractual compensation per LHE (classroom assignments)”).

DISTRIBUTIONS OF WEEKLY WORK HOURS FOR NON-CONTRACTUAL NON-CLASSROOM ASSIGNMENTS

	WFCH		PREP		STU		INSV		TOT		Weeks per Semester		Hours per Semester
PER FTE	25	+	10	+	0	+	0	=	35	x	16.5	=	577.5
PER LHE	1.667	+	0.667	+	0.000	+	0.000	=	2.333	x	16.5	=	38.5

C.2.3 Faculty Workloads and Lecture Hour Equivalentents (LHE)

The standard contractual work week for all full-time faculty is forty (40) hours.

The standard contractual work week for full-time classroom faculty shall include thirty (30) hours of instructional time, including student contact, preparation and student evaluation (see Article C.2.2). These hours shall be translated into classroom LHE according to the formulas and tables in Article C.3. These thirty (30) hours constitute the instructional week for faculty.

The standard contractual work week for non-classroom faculty (including counselors and librarians) shall include thirty-five (35) non-classroom contact hours per week (see Article C.2.2). These hours shall be translated into non-classroom LHE according to the formulas and tables in Article C.3.

A full standard contractual work week for leaves and reassigned time shall include forty (40) hours per week. These hours shall be translated into LHE according to the formulas and tables in Article C.3.

A full-time contractual workload (1.00 FTE) shall consist of 15.00 LHE per semester (sum of classroom and non-classroom LHE).

Refer also to Article C.17, “Flexible Calendar Days and ‘Flex’ Obligation.”

C.2.4 Weekly Workload Regulations By Class: Classroom Faculty

Classroom Faculty Workloads

The standard contractual work week for credit and noncredit faculty is forty (40) hours. The standard instructional work week shall consist of thirty (30) hours of instructional time, curriculum development, preparation and student evaluation (contact hours and preparation hours). The remaining time will consist of five (5) student hours (of which at least two (2) hours must be designated office hours), and five (5) institutional service hours. Noncredit faculty may substitute three (3) of the required five (5) weekly student hours for additional preparation hours.

C.2.5 Weekly Workload Regulations By Class: Non-Classroom Faculty

Counseling Workloads

The standard contractual work week for counselors is forty (40) hours, including twenty-five (25) contact hours, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) contact hours is defined to include any counseling activity in which counseling service is provided to a student or students, including instruction, workshops, individual or group counseling. The ten (10) preparation hours include course work preparation and counseling preparation (of which 5 hours must be on campus). The expectation is that thirty (30) hours will be on campus. Counselors assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly as classroom LHE and comes with a “flex” obligation of two (2.0) hours of preapproved professional development activities per one (1.0) classroom LHE (fall and spring).

Librarian Workloads

The standard contractual work week for librarians is forty (40) hours with twenty-five (25) hours of base duties, ten (10) preparation hours, and five (5) institutional service hours. The twenty-five (25) hours of base duties include fifteen (15) hours of reference services and ten (10) hours of librarian specialization including curriculum development, database management, emerging technologies development, collection development, library exhibits and displays, and cataloging. The expectation is that thirty (30) hours will be on campus. Librarians assigned to teach classes are designated as classroom faculty for that portion of their workload, which is computed accordingly as classroom LHE and comes with a “flex” obligation of two (2.0) hours of preapproved professional development activities per one (1.0) classroom LHE (fall and spring).

Refer also to Article C.17, “Flexible Calendar Days and ‘Flex’ Obligation.”

C.3.0 UNIFORM WORKLOAD FACTORS

Minimum workloads for the preponderance of faculty assignments include one weekly work hour of preparation and evaluation (i.e. preparation) for each associated weekly work hour of direct student contact (i.e., contact hour). However, some assignments made to faculty may require a relatively greater or lesser number of preparation and evaluation hours relative to the number of weekly contact hours. The LHE for these assignments is calculated by multiplying the weekly faculty contact hours (WFCH) for each component of an assignment (lecture, lab) by the relevant discipline factor and/or performance factor, and adding over all components:

$LHE = (WFCH) \times (\text{discipline factor}) \times (\text{performance factor})$ [summed over all components of assignment]

Discipline and performance factors are specified in tables C.3.5 and C.3.6. The tables in Appendix 1.3 show examples of workload calculation using these factors.

C.3.1 Discipline Factors

Variations from the norm occur as a consequence of the nature of the discipline in which that assignment falls in combination with the effects of different methods of instruction (i.e., lecture vs. laboratory). Such assignments require less than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for such variations are effected by means of discipline factors attached to the assignment.

C.3.2 Performance Factors

Variations from the norm may also occur as a consequence of a faculty obligation to extensive additional student engagement in combination with the effects of different methods of instruction. Such assignments require more than one hour of preparation/evaluation per weekly contact hour. Workload adjustments for these variations are implemented by means of performance factors attached to the assignment.

C.3.3 Calculation of Discipline and Performance Factors

Discipline and performance factors are calculated by dividing 15 LHE by the number of weekly contact hours that would be required for a full load (1 FTE) for that type of assignment:

discipline or performance factor = $15 / (\text{WFCH for full load})$

The tables in Article C.3.5 (below) specify all workload adjustment values (discipline and performance factors) to be applied to each activity to which faculty may be assigned. The tables in Appendix 3 list the factors agreed to for specific assignments. A particular assignment may carry both discipline and performance factors. Appendix 1.3 provides examples of how workload factors are applied.

Appendix 2 lists criteria used in assigning discipline and performance factors to specific assignments.

C.3.4 Applicability of Workload Factors

All discipline and performance factors shall apply equally, uniformly, and in full to all contractual and non-contractual assignments included within the scope of this agreement, including contractual assignments, overload and summer assignments.

C.3.5 TABLES OF WORKLOAD (PERFORMANCE OR DISCIPLINE) FACTORS

These tables show only workload factors (performance or discipline factors) currently in use. See Appendix 1.2 for a complete set of tables of hours corresponding to various workload factors.

Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all classroom assignments is equal to 30 hours per week, 2.00 hours per LHE. Each classroom assignment also includes 5 hours of direct student contact and 5 hours of institutional service, for a total of 40 hours per week. The table below shows the breakdown of weekly faculty contact hours and preparation hours for the performance and discipline factors currently in use.

See Appendix 3 for a table showing the workload factors associated with particular classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	
1.667	9.0	21.0	0.600	1.400	2.333
1.500	10.0	20.0	0.667	1.333	2.000
1.200	12.5	17.5	0.833	1.167	1.400
1.000	15	15.0	1.000	1.000	1.000
0.833	18	12.0	1.200	0.800	0.667
0.750	20	10.0	1.333	0.667	0.500
0.682	22	8.0	1.467	0.533	0.364
0.625	24	6.0	1.600	0.400	0.250

Non-Classroom Assignments

The sum of weekly faculty contact hours and preparation hours for all non-classroom assignments is equal to 35 hours per week, 2.33 hours per LHE. Each non-classroom assignment also includes 5 hours of institutional service activities, for a total of 40 hours per week. The table below shows the breakdown of weekly faculty contact hours and preparation hours for the discipline factor of 0.600, the only factor currently in use for non-classroom assignments.

Performance or Discipline Factor	Weekly hours per FTE		Weekly hours per LHE		Prep hours per contact hour
	Contact	Prep	Contact	Prep	
0.600	25	10	1.667	0.667	0.400

Leaves and Reassignments

Leaves and reassignment are based on a total workload of 40 hours per week.

C.3.6 PERFORMANCE AND DISCIPLINE FACTORS IN CURRENT USE

The tables specifying the agreed performance and discipline factors to be applied to specific faculty assignments are found in Appendix 3. The WFCH for a full load are calculated by dividing 15 WFCH by the performance or discipline factor.

The breakdown of student contact and preparation hours associated with each performance or discipline factor is given in the tables in Article C.3.5.

Performance and discipline factors for courses may be established or modified as per the workload factor review process described in Article C.12. Any changes to workload factors shall take effect at the start of the semester or intersession following final approval and shall be recorded in the tables in Appendix 3 within 60 days of final approval.

C.4.0 REASSIGNED DUTIES

Contractual faculty may be assigned, on a temporary or permanent basis, in whole or in part, to administrative, coordinative, directorial, governance, or other comparable duties in lieu of normal assignments to classroom, counseling, or librarian duties. Any such assignment is a “reassignment” and may be made only within the bounds of the 176-day annual contractual calendar, unless the faculty member is appointed to an extended contract (see below), in which case the bounds of the reassignment extend to the length of the contract period in days.

Reassigned duties extend either through a complete fall or spring semester, or through both fall and spring semesters, or through the full length of an extended contract. Reassigned duties must be wholly included within base contractual workloads and may not be designated as overload, whether paid or banked, or as intersession assignments (see Article C.10.0 for intersession assignments of comparable duties). Exceptions may be granted by the appropriate vice president.

Faculty members receiving approved reassigned time for Academic Senate appointments shall notify the Office of Instruction of anticipated reassigned time prior to the end of the preceding semester (or as soon as possible thereafter in the case of late assignments).

C.4.1 Reassigned Workload Credits

Workload credits for reassigned duties are as follows, based on a uniform contractual work week of 40 hours per week, 8 hours per day:

AMOUNT		ASSIGNED WORK HOURS							
FTE	LHE PER YEAR	PER WEEK	PER DAY	PER YEAR (by contract period in days)					
				176	182	195	199	203	212
1.000	30.00	40.00	8.00	1408	1456	1560	1592	1624	1696
0.967	29.00	38.67	7.73	1361	1407	1508	1539	1570	1639
0.933	28.00	37.33	7.47	1314	1359	1456	1486	1516	1583
0.900	27.00	36.00	7.20	1267	1310	1404	1433	1462	1526
0.867	26.00	34.67	6.93	1220	1262	1352	1380	1407	1470
0.833	25.00	33.33	6.67	1173	1213	1300	1327	1353	1413
0.800	24.00	32.00	6.40	1126	1165	1248	1274	1299	1357
0.767	23.00	30.67	6.13	1079	1116	1196	1221	1245	1300
0.733	22.00	29.33	5.87	1033	1068	1144	1167	1191	1244
0.700	21.00	28.00	5.60	986	1019	1092	1114	1137	1187
0.667	20.00	26.67	5.33	939	971	1040	1061	1083	1131
0.633	19.00	25.33	5.07	892	922	988	1008	1029	1074
0.600	18.00	24.00	4.80	845	874	936	955	974	1018
0.567	17.00	22.67	4.53	798	825	884	902	920	961
0.533	16.00	21.33	4.27	751	777	832	849	866	905
0.500	15.00	20.00	4.00	704	728	780	796	812	848
0.467	14.00	18.67	3.73	657	679	728	743	758	791
0.433	13.00	17.33	3.47	610	631	676	690	704	735
0.400	12.00	16.00	3.20	563	582	624	637	650	678
0.367	11.00	14.67	2.93	516	534	572	584	595	622
0.333	10.00	13.33	2.67	469	485	520	531	541	565
0.300	9.00	12.00	2.40	422	437	468	478	487	509
0.267	8.00	10.67	2.13	375	388	416	425	433	452
0.233	7.00	9.33	1.87	329	340	364	371	379	396
0.200	6.00	8.00	1.60	282	291	312	318	325	339
0.167	5.00	6.67	1.33	235	243	260	265	271	283
0.133	4.00	5.33	1.07	188	194	208	212	217	226
0.100	3.00	4.00	0.80	141	146	156	159	162	170
0.067	2.00	2.67	0.53	94	97	104	106	108	113
0.033	1.00	1.33	0.27	47	49	52	53	54	57

C.4.2 Standing Reassignments

Standing reassignments are made for the college articulation officer, faculty directors, and coordinators of learning and resource centers. Reassigned time shall be provided as specified below.

For the purposes of load calculation, faculty directors and the college articulation officer are designated as 100% reassigned (1.00 FTE). The workload of faculty directors and the college articulation officer includes five (5.0) weekly hours of institutional service activities. Faculty directors and the articulation officer shall submit calendars specifying their work days for each semester. Alterations to the calendar may be made with prior authorization from the appropriate dean or vice president.

Reassigned time is provided in support of Academic Senate responsibilities as specified in Article B.1.0. Reassigned time is provided in support of Faculty Assembly responsibilities as specified in Article B.2.0. Reassigned time is provided in support of college governance and instructional program coordination as specified in Article C.4.3. Reassigned time is provided to department chairs as specified in Article E.2.0. Reassigned time is provided for CTE duties as specified in Article E.3.0.

Standing reassignments are as follows:

<i>Title</i>	<i>Duties</i>	<i>FTE</i>	<i>Days</i>
Articulation Officer	Articulation	1.000	195
Faculty Director	Transfer Center	1.000	195
Faculty Director	Writing Center	1.000	195
Faculty Director	Math Learning Center	1.000	195
Faculty Director	Disabled Students Programs & Services	1.000	203
Faculty Director	Career Studies & Services	1.000	212
Faculty Director	Online Education	1.000	212
Faculty Director	Retention Services	1.000	195
Faculty Director	EOPS	1.000	195
Academic Senate	[Varies: see Article B.1.0]		
Faculty Assembly	[Varies: see Article B.2.0]		
Department Chair	[Varies: see Article E.2.0]		
CTE Duties	[Varies: see Article E.4.0]		
Other	[Varies: see below]		

C.4.3 Reassignments for Faculty Governance Committee Chairs and Coordinators

The Academic Senate shall be provided 2.3 FTE of reassigned time per semester for faculty governance committee chairs and co-chairs, to be distributed at the discretion of the Academic Senate. Refer to Article B.1.0.

Reassigned time for special program coordinators and instructional coordinators shall be provided as shown in Appendix 5.1. Reassigned time is listed on a per-semester basis.

C.4.4 Other Reassignments (Governance, Special Projects, etc.)

The amount of FTE reassigned for governance and other special projects not mentioned in Articles B.1.0, C.4.2, or C.4.3 will be determined by an evaluation of the total or weekly workload required as per the table of values in Article C.4.1 above, approved by the superintendent/president or the appropriate vice president.

C.4.5 Duties and Weekly Work Schedules for Reassigned Faculty

Appropriate duties and weekly work schedules are determined by the college administration in concert with the faculty member reassigned, consistent with the number of weekly hours assigned to such duties, and in accordance with the relevant workload tables.

C.5.0 FACULTY DIRECTORS

New faculty director positions may be established by the appropriate vice president in consultation with the Academic Senate, via the applicable program development processes. Positions requiring new hires must also go through the regular hiring request process.

See also Article C.4.2 on standing reassignments for faculty directors.

C.6.0 LOAD BALANCING

The normal expectation is that in any academic year full-time contractual workloads will be split evenly between fall and spring semesters (15.00 contractual LHE each semester). However, faculty whose contractual workload in the fall semester exceeds 15.00 LHE may credit any portion of the excess amount to his or her spring workload obligation, but any such credit shall not exceed 3.00 LHE. Faculty may be assigned fewer than 15.00 contractual LHE in the fall semester only with the permission of the appropriate vice president.

See also Article D.3.0 on load banking and unbanking.

C.7.0 EXTENDED CONTRACTS

Faculty contracts in excess of 176 days are extended contracts. Contractual workload duties will be extended on a pro-rata basis for each contractual day beyond 176.

Positions with Extended Appointments

Extended contracts shall be limited to the following positions:

<i>DAYS</i>	<i>POSITION</i>
195	Librarians Counselors (including Transfer Coordinator, Career Counselor) College Articulation Officer Faculty Director, Transfer Programs Faculty Director, Writing Center Faculty Director, Math Learning Center Faculty Director, Retention Services Faculty Director, Extended Opportunity Programs & Services
199	Learning Disabilities Specialist
203	Faculty Director, Disabled Student Programs & Services Learning Disabilities Specialist/Counselor
212	Faculty Director, Career Studies & Services Faculty Director, Online Education

C.7.1 Extended Contracts: Overload and Intersession Assignments

Any assignments made beyond contractual minimums but within the bounds of the contractual calendar for faculty on extended contracts shall be non-contractual overload

assignments as defined in Article C.9 below, including substitute teaching/counseling/library services. Any such assignment shall not extend beyond the bounds of the regular contract period or extensions thereof.

Any assignments made outside the bounds of the contract period to faculty on extended contracts shall be non-contractual intersession or non-contractual, non-teaching assignments, as defined in Articles C.8 and C.10 below. Such additional services must be approved in advance by the appropriate administrator or designee.

C.8.0 NON-CONTRACTUAL ASSIGNMENTS: GENERAL PROVISIONS

Any assignments of any kind made to full-time faculty in excess of contractual minimums, are non-contractual assignments with workloads determined and compensated in accordance with the standards for non-contractual LHE (FTE), as defined in previous Articles of this agreement.

All non-contractual assignments are voluntary on the part of the faculty member.

The District has no obligation to extend nor to guarantee non-contractual assignments to any faculty member.

Non-contractual assignments are limited as follows:

1. **OVERLOAD ASSIGNMENTS:** Regular classroom, counseling, or library assignments that fall within the beginning and ending dates of the annual contractual calendar or extensions thereof, and in excess of contractual minimums.
2. **INTERSESSION ASSIGNMENTS:** Regular classroom, counseling, or library assignments that fall within the confines of the calendar approved for any intersession term.
3. **NON-CONTRACTUAL, NON-TEACHING ASSIGNMENTS:** Administrative, coordinative, directorial, governance, or project-specific duties that fall external to the beginning and ending dates of the annual contractual calendar or extensions thereof.

C.9.0 NON-CONTRACTUAL ASSIGNMENTS: FULL-TIME FACULTY OVERLOAD

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty in excess of 30.00 LHE annually but falling within the bounds of the contractual calendar or any extensions thereof shall be treated as non-contractual overload assignments.

Any such assignments are voluntary on the part of the faculty member, except in such cases when a contractual assignment cannot be confined within the bounds of 15.0 LHE per semester.

Overload assignments shall not exceed 8.00 LHE per semester (0.533 FTE per semester).

Faculty designate on the load card which assignments or portions of assignments in excess of 15.0 LHE made in the fall or spring semester are to be credited as overload, if such excess hours are not applied to load balancing, and may further designate which assignments or portions of designated overload assignments are to be banked and/or compensated at the prevailing overload rates of compensation.

Overload assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule.

C.10.0 NON-CONTRACTUAL ASSIGNMENTS: INTERSESSIONS

Any regular classroom, counseling, library, or other comparable assignments made to contractual (full-time) faculty where the work hours for that assignment fall outside the start or end dates of the annual contractual calendar or any extensions thereof, but within the start and end dates of the calendar for any authorized intersession term shall be treated as non-contractual intersession assignments.

Unless otherwise modified by a change in the academic calendar, the summer term comprises the sole intersession term at the college.

Any such assignments are voluntary on the part of the faculty member.

Summer assignments shall not exceed 9.00 LHE (60% FTE); however, the appropriate vice president may authorize a summer assignment not to exceed 10.00 LHE (67% FTE). The cap on summer assignments does not apply to faculty receiving summer stipends for Academic Senate, Faculty Assembly or program coordinator duties (see Articles B.1.1 and B.2.1).

Summer assignments may not be banked.

Summer assignments shall be compensated per assigned LHE in accordance with the appropriate salary schedule set forth in Article D.2.

C.11.0 NON-CONTRACTUAL ASSIGNMENTS: OTHER DUTIES

Substitute Faculty Assignments

Substitute faculty assignments shall be compensated for both contact and affiliated preparation and grading hours, in the amount as specified by the applicable discipline and performance factors. Substitute assignments shall be paid per prorated LHE at the applicable classroom non-contractual rate.

Class Proctoring

Class proctoring assignments (e.g. administering exam with no preparation required) shall be compensated for contact hours only, at the applicable classroom non-contractual hourly rate.

Faculty Observation and Evaluation

Faculty carrying out observation and evaluation of associate faculty shall be compensated for 2.0 work hours (0.0606 non-contractual non-teaching LHE) per observation at the applicable non-teaching non-contractual hourly rate.

Non-Teaching (Administrative) Duties

Faculty may be assigned on a non-contractual basis to administrative, coordinative, directorial, governance, project-specific, or other comparable non-teaching duties.

If such assignments are made to full-time faculty, the entire term of that assignment must fall outside the normal contractual calendar or any extensions thereof. (Any portion that may fall within the bounds of the contractual calendar must be treated as a reassignment of contractual duties, as per the provisions of Article C.4.0 above.) Exceptions may be granted by the appropriate vice president.

Duty days and weekly work schedules will be assigned by the supervising administrator, consistent with the appropriate workload tables as contained in this Agreement.

Any such assignments are voluntary on the part of the faculty member.

Compensation for all non-contractual, non-teaching assignments shall be determined by the total number of work hours required by the activity and compensated at the applicable non-contractual non-teaching hourly rate as set forth in Article D.2.

C.12.0 WORKLOAD FACTOR REVIEW PROCESS

Workload factors associated with courses shall be reviewed and revised according to the following process:

STEP ONE: By the end of week 4 of the fall or spring semester the department requesting a lab(s) or performance course(s) re-rated provides a written justification including Course Outline(s) of Record (CORs) to the appropriate dean. The justification must address the appropriate criteria as specified in Appendix 2.2.

STEP TWO: By the end of week 6 of the fall or spring semester the dean reviews the written justification and CORs and provides a written evaluation of whether or not s/he supports

the request. Departments may forward requests to Step Three with or without dean support, but the dean's review must be included with the proposal.

STEP THREE: By the end of week 10 of the fall or spring semester, the Faculty Assembly president convenes an ad hoc team of faculty members consisting of one performance, one non-classroom, one CTE, and one GE (general education) faculty member. None of the four faculty members may be a member of the department making the request. At least one of the four should be an experienced member of Courses & Programs committee, knowledgeable about curriculum. If the Faculty Assembly president is a member of the department making the request, the Faculty Assembly vice president will convene the ad hoc team and lead the review process. The ad hoc Load Review team is generally chosen from the Faculty Assembly Council and is trained in the load agreement prior to undertaking any reviews. Under the direction of the Faculty Assembly president, the ad hoc Load Review committee reviews the written request, dean's evaluation, and CORs, and makes a recommendation to support or not to support the re-rating. The Faculty Assembly Council votes on the Load Review team's recommendation. If the Faculty Assembly votes in favor of the request, it is passed on to the appropriate vice president with the Faculty Assembly's recommendation. If the Faculty Assembly does not vote in favor of the request, it is returned to the dean and the department with a written rationale.

STEP FOUR: By week 12 of the fall or spring semester, the appropriate vice president makes a final recommendation to the superintendent/president. If the vice president's decision does not agree with the Faculty Assembly's recommendation, written rationale will be provided to the Faculty Assembly.

STEP FIVE: The superintendent/president considers the request and chooses one of the following courses of action:

- A) If the superintendent/president supports the request, and the request has no fiduciary impact, by week 14 of the fall or spring semester the superintendent/president's decision will be communicated to the appropriate vice president for implementation.
- B) If the superintendent/president supports the request and the request has a fiduciary impact, the superintendent/president will present the recommendation to the Board of Trustees at the next Board business meeting. If the Board approves the request, the decision will be communicated to the appropriate vice president for implementation. If the Board does not approve the request, the superintendent/president will provide a written rationale to the appropriate vice president and the Faculty Assembly.
- C) If the superintendent/president does not support the request, by week 14 of the fall or spring semester the superintendent/president will provide a written rationale to the appropriate vice president and the Faculty Assembly.

C.13.0 CLASS ASSIGNMENTS

C.13.1 Assignment priority

If necessary due to course cancellations or other unforeseen circumstances, a full-time faculty member may be assigned a course section previously assigned to associate faculty in order to provide the full-time member with a full workload. This must take place before the first day of class; exceptions may be granted by the appropriate vice president. A full-time faculty member may not be assigned a section previously assigned to associate faculty solely for the purpose of teaching overload (unless the overload is necessary for load balancing within an academic year).

C.14.0 CLASS SIZE MAXIMA

C.14.1 Future policy changes

Both the Faculty Assembly and the District reserve the right to negotiate a change to any class size maxima (CSM) in future negotiations.

C.14.2 Policy limitations

No class scheduled shall have a maximum assigned that is above the official maximum seating capacity of a room regardless of the approved CSM.

C.14.3 Implementation of new or altered CSM

All CSM for new courses shall take effect in the fall semester immediately following approval. Changes to existing CSM, temporary pilot projects, or other alternatives that modify CSM for one or more sections of a course shall be implemented in the registration cycle immediately following the approved change. The Office of Instruction shall archive and make available to faculty and administrators all rationales/validations used to establish changed CSM. The Office of Instruction is responsible for editing the course outline of record to include new and revised CSM and shall publish a list of CMS that is revised by June 30th of each year and posted to the Courses and Programs Committee web page.

C.14.4 Class size maxima process

This process allows faculty to request a class size maximum (CSM) for new courses and changes to existing courses. The process encourages a partnership with the school dean and includes a mediation process that allows faculty to resolve differences.

1. When requesting the establishment of or change to a CSM, the department chair/designee shall submit a "Class Size Maxima Proposal Form" requesting one of the following. Requests must adhere to the appropriate scheduling deadlines:

- Establish new course CSM: Form must be submitted to the dean in the academic year the new course is proposed.
 - Modify existing course CSM: Form may be submitted to the dean at any time. Applicants should discuss timeline with their dean.
 - Request a temporary change to a CSM as part of a pilot project or other alternative: Class Size Maxima Proposal Form may be submitted any time. Applicants should discuss timeline with their dean.
2. The school dean shall review the submission with the department chair/ designee and respond within five (5) working days of the date of submission. Deans may accept the recommendation, reject the recommendation, or propose additional research (which may include the recommendation of a pilot program or other alternative). The review and response time may be extended upon agreement between the school dean and department chair/designee. If further research is agreed upon the process is suspended until completion of the research, pilot program or other alternative.
 3. (a) If the CSM request is approved by the school dean the form shall be submitted to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt.

(b) If the CSM request is rejected the school dean must submit rationale for the rejection on the "Class Size Maxima Request" form, recommend a CSM and return the form to the submitting department chair/designee within five (5) business days of receipt.
 4. (a) If the department chair/designee accepts the school dean's recommended CSM or proposal, she/he must notify the dean within 5 working days of the dean's recommendation. The dean shall submit the form to the Office of Instruction for inclusion on the new or existing course outline of record within five (5) business days of receipt of the acceptance of the dean's recommendation.

(b) If the department chair/designee disagrees with the school dean's recommendation she/he may request the Faculty Assembly President or his or her designee to convene a Class Size Maxima Mediation Ad Hoc group. The Faculty Assembly President or his or her designee shall facilitate the scheduling of a hearing to take place within ten (10) working days of the request for a hearing. The ad hoc group shall consist of four members, including two instructional deans appointed by the vice president of Instruction (excluding the school dean who denied the request) and two faculty members appointed by the requesting faculty member's department chair/designee (excluding the requesting department chair/designee).

5. The Class Size Maxima Mediation Ad Hoc Group shall review all information provided by the requesting department and school dean and make a recommendation to the vice president of Instruction.

The vice president of Instruction shall review the recommendation from the Class Size Maxima Mediation Ad Hoc Group and render a final decision within five working days of receiving the recommendation. That decision shall be final with no further appeals opportunities available and the resulting CSM shall be included in the course outline of record within five (5) working days of the decision.

C.15.0 OFFICE HOURS

Regular office hours (a minimum of two hours per week) must be scheduled and maintained by each full-time instructor and must be announced to students as well as submitted to the appropriate dean by the end of the first week of class or as soon as approved. The purpose of office hours is to provide students with a definite time when they know that they will be able to consult with or get feedback from their instructor. Office hours may be held in a location on campus, by phone, or online (by an appropriate method, such as email, chat, discussion board). The method chosen by the instructor for his or her office hours should reflect the needs of the students.

C.16.0 ACADEMIC CALENDAR

Refer to Article C.1.3 for annual contractual workloads. See also BP/AP 4010, "Academic Calendar."

C.16.1 Holidays

All legal and local holidays shall be published in the annual academic calendar. See also AP 4010, "Academic Calendar." These are non-contract days for faculty members.

Independence Day	New Year's Eve
Labor Day	New Year's Day
Veterans Day	Martin Luther King, Jr. Day
Thanksgiving Day	Lincoln Day
Day after Thanksgiving	Washington Day (Presidents Day)
Winter Closure (four days)	Friday of Spring Break
Winter Closure (one day)*	Memorial Day

* This day will first be assigned between Christmas Day and New Year's Day to accommodate winter closure. If this day is not needed for winter closure, it will be the Thursday of Spring break.

C.17.0 FLEXIBLE CALENDAR DAYS AND “FLEX” OBLIGATION

The number of contractual flexible calendar days in the academic calendar is agreed upon via collegial negotiations between the Faculty Assembly and the District and subject to annual approval by the Chancellor’s office of the California Community Colleges. See also Article C.1.3 for the current number of flexible calendar days.

See also Article I.1, “Professional Development Program.”

C.17.1 “Flex” obligation for full-time faculty members

Each full-time faculty member shall complete and properly document 2.0 hours of preapproved professional development activities (“flex” credit) per semester per 1.0 classroom LHE assigned during the fall and spring semesters. This includes both contractual and non-contractual classroom assignments. Intersessions, non-classroom or non-teaching assignments, and reassigned time carry no associated “flex” obligation.

“Flex” obligation associated with non-contractual fall and spring classroom assignments is above and beyond standard contractual duties and is compensated as described in Article D.2.2.

C.17.2 Other professional duties associated with the flexible calendar

As noted in the workload table in Article C.1.3 and described above in Article 17.1, there are currently ten (10) “flex” days on the academic calendar, equivalent to 80 contractual work hours. Any of these 80 hours not spent participating in preapproved professional development activities shall be spent performing non-classroom duties or other professional duties, as defined in Article C.1.1. Preapproved professional development hours associated with non-contractual classroom LHE (overload) are separately compensated and do not count towards the 80 contractual work hours (refer to Articles C.17.1 and D.2.2).

See also Article D.2.2, “Non-Contractual Compensation per LHE.”

ARTICLE D: COMPENSATION

D.1.0 ANNUAL FULL-TIME FACULTY SALARY SCHEDULE

The increases applied to the annual faculty salary schedule shall be as follows;

Year	COLA	STRS Co-Pay Makeup	Total Increase
2015-16	1.5%	0.5%	2.0%
2016-17	1.0%	0.5%	1.5%
2017-18	1.0%	0	1.0%

The annual faculty salary schedules for FY 2015/16, FY 2016/17 and FY 2017/18 shall be as specified in Appendix 7.1.

D.1.1 Compensation for Extended Contracts

Faculty members in grant or categorically funded, non-tenure track positions whose assignments extend beyond 176 days will receive a workload and base salary factor reflecting the number of contractual days.

Annual salary for full-time faculty working under extended contracts shall be calculated by multiplying the regular full-time salary at the applicable class and step by a workload/salary factor, calculated in accordance with the following formula; each additional contractual day is equivalent to eight hours of assigned work:

$$\text{salary factor} = (\text{contract days}) \div 176$$

Salary factors for extended contracts currently in use are:

Days	Workload/Salary Factor
195	1.1080
199	1.1307
203	1.1534
212	1.2045

A complete table of workload/salary factors for extended contracts can be found in Appendix 1.4.

D.1.2 Responsibility Factor for Faculty Directors

Faculty assigned to the following duties shall be compensated an additional 4% (0.040 FTE) of base salary in recognition of the additional responsibilities associated with these assignments. This factor does not apply to any overload, summer, or stipend-based assignments assumed in addition to the contractual duties.

The faculty director duties receiving 4% compensation are:

- Faculty Director, Career Services and Studies
- Faculty Director, Disabled Students Programs and Services
- Faculty Director, Extended Opportunity Program and Services
- Faculty Director, Math Learning Center
- Faculty Director, Online Education
- Faculty Director, Retention Services
- Faculty Director, Transfer Programs
- Faculty Director, Writing Center

D.1.4 Initial Placement on the Salary Schedule

Initial Class Placement

Initial placement on the salary schedule above Class I is based on graduate semester hours and/or upper division semester hours taken as part of a graduate degree program at accredited colleges and universities after completion of a baccalaureate degree or possession of an earned Doctorate from an accredited institution or foreign equivalent. Exceptions may be approved by the superintendent/president. Details on calculation of units and descriptions of the qualifications for classes I through VI for non-CTE and CTE faculty are described in Appendix 6.

All coursework and degrees submitted for salary placement or advancement must have been obtained from an institution of higher education accredited by one of the regional accrediting associations or foreign equivalent.

Initial Step Placement

The maximum number of years of credit for experience normally granted depends on the employee's initial year of employment as shown in the following table:

Initial Fiscal Year of Employment	Maximum Years of Credit for Experience
before 2008/09	6 years
2008/09	7 years
2009/10	8 years
2010/11 or later	9 years

The experience shall be successful full-time employment in accredited private and public universities, colleges, and community colleges; public and private elementary and high

schools. Where circumstances warrant, e.g. academic or other experience directly related to the academic process within the District, the Board may approve initial placement above the normal limits set in this paragraph upon the recommendation of the superintendent/president.

Successful full-time teaching or other professional experience for at least 75 percent of a school year will be counted as a full year of service.

Two or more FTE years of professional experience on a part-time basis in a school or college during the preceding six years shall be counted for a maximum of three years of service. Two or more years of full time or FTE part-time professional experience in a non- school setting shall be counted for a maximum of three years of service, provided that the experience is directly related to the MiraCosta position and occurred during the last six years (e.g. librarian in a public library; counselor in a non-school setting). FTEs used will be those established for that teaching discipline or other service area at MiraCosta College.

Practical experience credit will be granted for full-time employment in the applicable discipline to instructors or other non-classroom positions that are generally considered to be vocational and for which the state minimum qualifications recognize experience in addition to college course work. One year experience credit on the salary schedule will be granted for each two years of practical experience during the last ten years, up to a maximum of three steps on the salary schedule. Practical experience to be utilized for salary schedule placement shall be approved by the superintendent/president or his/her designee.

D.1.5 Step Advancement

Advancement in salary step is earned at the completion of a minimum of seventy-five percent (75%) of the contract year in a paid status. In no case may a faculty member advance more than one step on the salary schedule in any one school year.

D.1.6 Process for Class Advancement on the Salary Schedule

Advancement in class on the salary schedule shall be by acquisition of approved subject-matter units. The Academic Senate shall forward its recommendations on applications for salary advancement to the superintendent/president.

The following principles for evaluating courses for salary-schedule advancement are established:

A. Recognized Objectives: An instructor should have a recognized objective that would lead toward either improvement in his/her discipline or area of service; a masters' or doctoral degree in area of service; or meeting minimum qualifications in an additional discipline or area of service.

B. Classification of Disciplines: Disciplines should be construed liberally to allow a faculty member to broaden his or her intellectual background. The suggested fields are as follows: humanities; natural sciences and mathematics; social sciences; kinesiology, health and nutrition; business education; vocational and technical education; counselor, librarian, student services; and professional courses providing preparation for administration, supervision, or designated services.

C. Exceptions to Listed Teaching Fields: Whenever it is necessary for an instructor to cross subject field areas to improve his or her background, this will be permitted. For example, advancement in psychology often depends upon increased competence in mathematics. A psychology instructor, therefore, would be permitted to take courses in statistics to improve his or her competence in psychology.

Instructors may be granted credit on the salary schedule for a maximum of eight units of lower division work relevant to their area of service when taken at accredited colleges or universities. For instance, a language teacher may want to better understand his/her own language by taking courses in a foreign language that he or she has not have previously studied. This type of course is usually offered only on a lower-division level.

Refer also to the Academic Senate Salary Advancement Handbook. See Appendix 6 for details on calculation of units and a list of the qualifications for non-CTE and CTE salary schedule classes.

D.2.0 COMPENSATION FOR NON-CONTRACTUAL ASSIGNMENTS

Non-contractual assignments, including contractual faculty overload and intersession assignments shall be made as described in Article C.3.0 of this document. Non-contractual assignments shall be compensated by multiplying the equivalent contractual compensation times a pay parity factor. The current value of the pay parity factor is **0.7075**.

Semester-length non-contractual assignments (classroom teaching or non-classroom counseling and library assignments) are generally compensated on an LHE basis. Partial semester non-contractual assignments (e.g. long-term substitution) are generally compensated on a pro-rated LHE basis. All other non-contractual assignments are classified as non-teaching assignments and are compensated at the rate specified for the faculty member's class and step.

Other non-contractual assignments and stipends are typically compensated on an hourly basis. Regardless of whether compensation is calculated on an hourly or LHE basis, the pay per work hour is the same for a given class and step on the salary schedule.

Non-contractual compensation schedules for the current year are included in Appendix 7.2.

D.2.1 Non-Contractual Compensation per Work Hour

Non-contractual compensation per work hour (also referred to as the “non-contractual hourly rate”) shall be calculated by dividing annual salary at the applicable class and step by 1408 (the number of work hours in a standard 176-day contractual assignment), and multiplying by the pay parity factor of 0.7075:

$$\text{non-contractual compensation per hour} = (\text{annual salary}/1408) \times 0.7075$$

The hourly rate resulting from this formula shall be rounded to the nearest penny. Throughout this Agreement, references to “the applicable non-contractual hourly rate” mean the non-contractual compensation per work hour for the faculty member’s class and step. Refer to Appendix 7.2 for a table of current non-contractual hourly compensation by class and step.

D.2.2 Non-Contractual Compensation per LHE (Classroom Assignments)

Non-contractual compensation per classroom LHE in the fall and spring shall be calculated by multiplying the faculty member’s non-contractual hourly rate (capped at step 10) by 35, to account for 33 work hours per classroom LHE, plus 2.0 hours of preapproved professional development activities per classroom LHE. Compensation per classroom LHE in the summer shall be calculated by multiplying the faculty member’s non-contractual hourly rate (capped at step 10) by 33 since there is no “flex” obligation associated with summer classroom LHE. Refer to Article C.2.2 for the definition of non-contractual classroom LHE, and Article C.17.1 for the full-time faculty “flex” obligation.

D.2.3 Non-Contractual Compensation per LHE (Non-Classroom Assignments)

Non-contractual compensation per non-classroom LHE shall be calculated by multiplying the faculty member’s non-contractual hourly rate (capped at step 10) by 38.5, to account for 38.5 work hours per non-classroom LHE. Refer to Article C.2.2 for the definition of non-contractual non-classroom LHE.

D.2.4 Non-Contractual Compensation per LHE (Non-Teaching Assignments)

Non-contractual compensation per non-teaching LHE (e.g. summer department chair stipends and other non-teaching assignments) shall be calculated by multiplying the faculty member’s non-contractual hourly rate by 33, to account for 33 work hours per non-teaching LHE (no associated “flex” obligation). Non-contractual non-teaching assignments are not capped at step 10. Refer to Article C.2.2 for the definition of non-contractual classroom LHE.

D.2.5 Work Experience, Internships and Stacked Honors Sections

Faculty teaching work experience and internship classes and stacked Honors sections shall be compensated for 7.50 hours per student enrolled at census, paid at the applicable non-contractual hourly rate (0.22727 non-contractual non-teaching LHE). Compensation for stacked Honors sections requires approval by the appropriate dean and vice president.

D.3.0 OVERLOAD BANKING

“Banking” classes is an option available to MiraCosta College full-time regular (tenured) faculty. A full-time instructor is allowed to teach additional classes above the normal class load. Non-teaching faculty are allowed to teach, counsel, or perform other duties for the District beyond their contract obligations. In lieu of payment for this overload, the faculty member may elect to bank those hours for future use as released time.

D.3.1 Conditions for Banking and Unbanking

A full-time faculty member with an overload assignment may choose to bank the extra hours or be compensated at his/her non-contractual hourly rate. Depending on the number of hours banked, the time off could range from one class to an entire semester. Any faculty member wishing to take an entire semester off must render satisfactory service in the form of governance activities, departmental activities, or other institutional service each semester that he/she banks hours. The time off may be used for professional or personal reasons. The accumulated banked hours, and the resulting time off, will have no effect on sabbatical eligibility, fringe benefits, or retirement options.

Probationary faculty members may bank overload hours for load balancing purposes only before the third year. During the third (the two-year) contract, probationary faculty members may bank overload for future unbanked time off provided the two-year institutional service requirement has been met.

- 1) Faculty overload may be earned in accordance with current MiraCosta policy.
- 2) The hours to be banked must be in the faculty member’s primary assignment; i.e., a counselor may only bank hours earned while counseling. Summer intersession hours may not be banked.
- 3) The frequency of released time under this policy shall be no more than one semester (or its equivalent) out of every three years.
- 4) Because of state-imposed limits on part-time/full-time faculty ratios, full-time leaves of absence for all purposes are limited to six percent (6%) of the faculty in any one semester. Sabbatical leaves shall have preference over banked hours leave.
- 5) Banked hours may not be accumulated and used in the same semester.
- 6) All fall and spring classroom LHE come with associated “flex” obligations. Faculty banking classroom LHE must complete the required “flex” obligation for those LHE in

the fiscal year the class is taught and banked. Refer to Article C.17.1 for further information.

D.3.2 Banking and Unbanking Procedures

Banking

A faculty member wishing to bank LHE must complete an Application for Banking LHE form that includes approval by his/her Department Chair and the Dean. This completed form must be submitted to the Payroll Office prior to the latter of the third week of the regular semester or the first meeting of the class to be banked.

No more than 15 Lecture Hour Equivalent (LHE) can be accumulated at any point in time. Only overload LHE worked during the regular academic year may be banked. Faculty on banked LHE leave, or any other leave, may not bank LHE during the leave.

If an instructor has only a part of a class as overload, the partial class is eligible for banking. If a class being banked is canceled, the banking is canceled and the instructor is paid for the classes that met prior to cancellation. An instructor who does not carry a full load in any semester must withdraw any accrued LHE from the bank to complete the load.

Unbanking

The faculty member must apply to unbank accumulated LHE by the fourth week of the semester prior to the semester during which the LHE would be unbanked. An Application for Unbanking LHE form must be completed. The LHE of leave may not exceed the banked LHE, nor can a faculty member who is unbanking LHE teach overload for pay during that semester off. An extension may be approved by the superintendent/president if the college is unable to approve a request because of "quota" limitations or inability to obtain a qualified replacement. Prior to unbanking LHE, the following must be certified by the faculty member, department chair, dean, and the appropriate vice president: (a) the program will not be jeopardized by the absence of the faculty member, and (b) competent staff are available to teach the classes/provide the services vacated by the regular faculty member.

Cashing Out Banked LHE

Banked LHE may not be held for more than ten years. If the faculty member does not unbank the LHE by the 10th calendar year following the year in which the LHE were banked, he/she will be paid for those LHE at the LHE rate in effect at the time those LHE were banked, by January 31st of the 11th calendar year after the year in which the LHE were banked. LHE banked prior to fall 2013 shall be paid at a rate of 33 hours per LHE; LHE banked in fall 2013 or later shall be paid at a rate of 35 hours per LHE. Payroll shall maintain a record of the hours banked per LHE for each faculty member.

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By way of example, if a faculty member banks 3 LHE in 2011 and 6 LHE in 2014, and the faculty member does not take banked time off by the end of 2021, then the faculty member will receive, by January 31st of 2022, payment for the 3 LHE banked in 2011 at the LHE rate (and number of hours per LHE) in effect at the time those LHE were banked. The 6 LHE banked in 2014 will continue to be banked and are available for banked time off until 2024.

Notwithstanding the foregoing, if one of the following events occurs before the end of the 10th calendar year following the year in which the LHE were banked, then the faculty member or his/her estate or designated beneficiary will be paid for his/her banked LHE at the LHE rate in effect at the time those LHE were banked, within 30 days following the occurrence of such event. Those events are:

- Death (payable to estate or designated beneficiary)
- Disability (as defined below)
- Retirement or termination
- Unforeseeable emergency (as defined below).

Upon death, disability, retirement, or termination, the faculty member or his/her estate or designated beneficiary will be paid for all of his/her banked LHE at the LHE rate in effect at the time those LHE were banked. In the event of an unforeseeable emergency, the faculty member will be paid for his/her banked LHE at the LHE rate in effect at the time those LHE were banked; provided, however that the amount paid cannot and will not exceed the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local, or foreign income taxes or penalties reasonably anticipated to result from the distribution). Any banked LHE not converted to cash pursuant to the preceding sentence will continue to be held as banked.

For purposes of the foregoing, a faculty member will be considered disabled if the faculty member is either (a) unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months or (b) receiving income replacement benefits for a period of not less than three months under an accident and health plan covering employees of the District by reason of any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months. In addition, a faculty member will be deemed disabled if determined to be totally disabled by the Social Security Administration.

A faculty member will be considered to experience an "unforeseeable emergency" upon a severe financial hardship to the faculty member resulting from an illness or accident of the faculty member, the faculty member's spouse, the faculty member's beneficiary, or the faculty member's dependent; loss of the faculty member's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by insurance, for example, not as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the

control of the faculty member. For example, the imminent foreclosure of or eviction from the faculty member's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the costs of prescription drug medication, may constitute an unforeseeable emergency. Finally, the need to pay for the funeral expenses of a spouse, a beneficiary, or a dependent may also constitute an unforeseeable emergency. The purchase of a home and the payment of college tuition are not unforeseeable emergencies. Whether a faculty member is faced with an unforeseeable emergency permitting a distribution is to be determined based on the relevant facts and circumstances of each case, but, in any case, a distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the faculty member's assets, to the extent the liquidation of such assets would not cause severe financial hardship, or by cessation of banking LHE under the plan.

ARTICLE E: DEPARTMENT CHAIRS AND CTE DUTIES

E.1.0 DEPARTMENT CHAIR SELECTION AND DUTIES

Department chairs shall be elected for a term of two years by a majority vote of the full time members of the department and may be recalled at any time. The election must be held by March 5, with the chair-elect taking office the day after commencement. Persons so elected should be tenured faculty members of the department where available. Chairs' duties shall be compensated with reassigned time and a summer stipend according to Article E.2 of this document. In the event the department is unable to elect a chair, the Vice President, Instructional Services, may make a temporary appointment for one year, or the balance of the current year, as appropriate.

Department chairs are accountable to their departmental colleagues and dean. They are accountable for classified employees and student workers (under the direction of the dean). The primary responsibilities of department chairs are to work collegially to ensure and facilitate the effective, efficient operation of the department, and to serve as liaison with the administration.

Direct Functions:

1. Acts as spokesperson and advocate for the department.
2. Coordinates interviews for associate faculty positions and makes hiring recommendations in accordance with BP/AP 7120-4 (under development) and AP 7120-5
3. Organizes and conducts any department meetings.
4. Responds to pre-requisite challenges.
5. Oversees recruitment for programs.
6. Facilitates department activities (e.g. retreats, workshops, poster sessions, and student conferences).
7. Addresses initial stages of requests for change of grades (after instructors and prior to Academic Senate president).
8. Recommends schedule, schedule growth, cancellations, faculty assignments, and load to the dean.
9. Recommends the hiring of associate faculty, hourly instructional assistants, student workers, and substitute instructors to the dean.
10. Attends department chairs' meetings (four meetings per semester and one retreat per year), contributes agenda items before the meeting, and disseminates information from the meetings to department members.
11. Orients new full-time and associate faculty to departmental resources.
12. Responds to initial equivalency requests from a discipline perspective.

Work with the appropriate dean(s) to:

13. Monitor curriculum development.
14. Evaluate full-time tenured faculty.
15. Complete state and federal reports.
16. Coordinate and submit program reviews.
17. Coordinate the hiring process for full-time faculty.
18. Approve advertisements for the schedule of classes.
19. Monitor budgets, including personnel expenses and departmental travel budgets [individual departments may elect to have 9811 and personnel budgets monitored and requests for budget transfers submitted partially or entirely by the dean].
20. Address faculty complaints and grievances.
21. Address initial stage of student grievances.
22. Develop instructional equipment requests.

E.1.1. Department Chair Evaluation

The appropriate vice president may recommend removal of a department chair from office at any time after the first evaluation period if the functioning of the department is being hindered by the inability or unwillingness of the chair to work with the Office of Instructional Services. In such an event, the Vice President, Instructional Services, will follow due process involving an ad hoc committee. The four-person ad hoc committee will be comprised of the Academic Senate president, his/her appointee, the Vice President, Instructional Services, and his/her appointee.

The department chairs will be evaluated by full-time and associate faculty members of the department before the end of the first semester of a chair's tenure and thereafter if performance is found to be substandard.

E.1.2. Department Chair Election/Recall

Elections will be held every two years by March 5 of that year. They will involve all full-time members of the faculty who teach more than fifty percent (50%) percent in an individual department. Members will cast a secret ballot either at a meeting with all members voting and present, or through ballot collected by the school secretary. A record of the outcome will be contained in the department minutes or other record of action, and a copy will be sent immediately to the Office of Instructional Services in order that changes are officially recorded.

A single member of that department may petition for recall, citing written reasons for his or her request, for the matter to be placed on the agenda. Department chair must notify all other members of the department about the request in no fewer than five or more than fifteen (15) working days that the matter is to be discussed at a department meeting. After

an interim period of not less than thirty (30) nor more than forty-five (45) calendar days, the department must meet to vote. Two-thirds of the department must be present to vote on recall. Only full-time faculty members are eligible to vote, and they will vote in the percentage of FTE they serve the department. The chair may be recalled by a simple majority of those voting. The minutes or other record of the department meeting should reflect the outcome, but the debate itself should not be recorded. No chair can be subjected to more than one recall attempt per academic year.

E.2.0 DEPARTMENT CHAIR REASSIGNED TIME

Department chairs shall be compensated with reassigned time based upon the procedures outlined below.

E.2.1 Department Chair Reassigned Time Tables

Compensation for department chairs shall be provided as reassigned time. Reassigned time shall be based primarily on department size (FTEF) according to the following table:

Department Size (FTEF)		Reassigned Time (FTE)
is at least	but less than	
1.00	4.00	0.10
4.00	8.00	0.20
8.00	10.00	0.30
10.00	14.00	0.40
14.00	18.00	0.50
18.00	-	0.60

FTEF is calculated as the average spring and fall FTEF as of February 15 of the preceding academic year.

For the Counseling department, FTEF shall be calculated according to the formula:

$$\text{FTEF} = (\text{number of full-time faculty}) + (\text{non-contractual classroom LHE} \div 15) + (\text{associate faculty counseling hours per week} \div 25)$$

For the Library department, FTEF shall be calculated according to the formula:

$$\text{FTEF} = (\text{number of full-time faculty}) + (\text{non-contractual classroom LHE} \div 15) + (\text{associate faculty library hours per week} \div 15)$$

Reassigned time for chairs with extended contracts (Counseling and Library departments) shall extend throughout their contracts.

By the beginning of the second eight-week session of the spring semester each year, the Office of Instruction shall provide the Faculty Assembly with information on spring and fall FTEF and the department chair reassigned time for the upcoming academic year determined in accordance with this Article, for verification and inclusion as an appendix to

this Agreement.

A table of current department chair reassigned time listed by department can be found in Appendix 5.2.

E.2.2 Distribution of Department Chair Reassigned Time

All reassigned time is provided to the department chair. This reassigned time may not be split or shared with other faculty.

E.2.3 Summer Compensation

Chairs are paid for their summer duties via a stipend. This stipend does not count toward the 9.0 LHE maximum a faculty member is allowed to teach during the summer. Stipend LHEs for summer duties are not considered overload and are not capped at step 10.

Summer stipends for departments other than Counseling and Library shall be calculated according to the following formula:

$$\text{stipend in hours} = 13.8 + (\text{spring WFCH} \times 0.227)$$

Summer stipends for Counseling and Library chairs shall be calculated using the following formula (this formula has been pro-rated to reflect the extended contracts of the Counseling and Library chairs):

$$\text{stipend in hours} = 9.5 + (\text{spring FTEF} \times 2.22)$$

where FTEF for the Counseling and Library departments is calculated according to the formulas established in section E.2.1.

Results shall be rounded to the nearest hour. The minimum stipend shall be 33 hours (1.0 non-contractual, non-teaching LHE); departments whose stipend is less than 33 hours according to this formula shall receive 33 hours stipend.

For the purposes of Payroll, stipends will be calculated in non-contractual, non-teaching LHE, where 1 LHE = 33 hours.

A table showing the current summer stipends calculated according to this Article is provided in Appendix 5.2.1.

By the beginning of the second eight-week session of the spring semester, the Office of Instruction shall provide the Faculty Assembly with information on spring WFCH and stipends for the upcoming summer in accordance with this Article, for verification and inclusion as an appendix to this Agreement.

Half of the hours paid by stipend shall be on-campus (or at off-campus meetings scheduled by the Office of Instruction). The other half can be performed externally. A schedule of hours shall be produced between the dean and department chair; the distribution of on-campus hours within the total required may be modified by mutual agreement between the dean and department chair at any time during the summer.

If agreed to by the dean, a department chair may split her/his stipend with others in the department to cover the required time commitment.

If a chair cannot serve in the summer, her/his stipend can be given to another department member, preferably in the following order: 1) another faculty member in the department; 2) a faculty member in another department; and, 3) the dean (no stipend). These decisions are to be made by the chair and the dean.

E.2.4 Other standing non-contractual, non-teaching assignments

The table below shows compensation for non-contractual, non-teaching assignments for specific departments. If these positions are filled by a full-time faculty member, they shall be compensated for the specified amount of hours at the appropriate non-contractual hourly rate.

Department	Duty	Total LHE*	Total Hours
Art	Kruglak Art Gallery Manager (per semester)	3.636	120 per semester
International Languages	Summer International Language Lab Coordinator	0.606	20

*Non-contractual, non-teaching LHE (1 LHE = 33 hours).

E.3.0 REASSIGNED TIME FOR CAREER AND TECHNICAL EDUCATION DUTIES

Career and Technical Education (CTE) full-time faculty are eligible for reassigned time based on CTE duties performed. The available CTE reassigned time shall be distributed based on the criteria outlined in Appendix 4.2 and administered by the CTE dean. The details of the application process are outlined in Appendix 4.1.

The basic distribution formula is:

$$\text{annual FTE for CTE individual} = \frac{\text{(individual hours validated)}}{\text{(total hours validated)}} \times \text{(FTE provided)}$$

The total CTE reassigned time provided shall be 3.00 FTE (45.0 LHE) per semester.

ARTICLE F: LEAVES

F.1.0 LEAVE OF ABSENCE WITHOUT PAY

The Board of Trustees may grant a leave of absence without pay for any purpose. The District may request a leave of absence without pay for an employee for any purpose. An employee may request a leave of absence without pay for any purpose for a period not to exceed one year in up to six-month intervals, except as specified in policy related to parental leaves, subject to the following restrictions:

1. Requests for leaves of absence without pay for thirty (30) days or less shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form." Such requests may be allowed with the approval of the employee's supervisor and division vice president. Board action is not required.
2. Requests for leaves of absence without pay for more than thirty (30) days shall be sent to the Board for approval. Such requests shall be submitted on or accompanied by a completed "Leave of Absence without Pay Request Form" indicating the department's support or nonsupport of the request.
3. An employee absent due to illness must exhaust all paid leave to which he/she is entitled before a request for an unpaid leave of absence will be considered. Verification of the employee's inability to return to work from the employee's physician shall be required. A second opinion from a medical provider identified and paid for by the District may also be required. A written health clearance from an appropriate medical provider shall be required for return to duty with the District after completing an unpaid leave.

An employee who returns from an approved leave of absence without pay (except for extended illness as described above) shall automatically be entitled to all previously accrued but unused/unpaid sick leave and vacation. No sick leave or vacation shall be accumulated during such period of absence.

F.2.0 SICK LEAVE

Each full-time employee is entitled to leave of absence with pay of one day for each calendar month of contracted service. Such leave shall be granted only for personal illness or injury resulting in absence on days that the employee is required to render service to the District, except as otherwise provided in these policies.

The allowance for leave computed on the basis of the employee's contract is allowable in full at the beginning of the first day of service.

The amount of leave not taken in any school year shall be accumulated from year to year.

An absence of more than five days must be verified by a physician, recognized religious practitioner, or registered nurse. An employee absent from duties for reasons of illness or accident for a period of five months or less from the date of expiration of accumulated sick leave shall receive fifty percent (50%) of his/her regular salary.

All employees shall be notified regarding accumulated sick leave balances on each month's pay warrant.

F.2.1 Accrual and Charging of Sick Leave

The payroll office shall maintain leave records for all regular classroom and non-classroom faculty. Sick leave is accrued/charged in accordance with the following procedures:

- All faculty are considered "on duty" five days per week for contractual assignments, regardless of the number of days they meet their classes or their duty obligations.
- Sick leave shall be accumulated, reported, and debited in units of days. Contractual and non-contractual sick leave shall be accumulated, recorded, and debited separately.
- If an employee is absent for an entire week, he/she is charged for five (5) days regardless of the number of days he/she was scheduled to work that week.

The following provisions shall apply to sick leave accumulation:

Contractual assignments:

- For days of sick leave to be credited for all contractual assignments, a day shall be defined as consisting of eight (8) work hours, as commensurate with the workload agreements.
- Contractual sick leave shall be accumulated at the rate of 10 days per year for a standard 10-month contract.
- For extended contracts, sick leave shall be accumulated as follows:

<u>Contract days per year</u>	<u>Sick leave days per year</u>
195, 199	11
203, 212	12

- For partial contracts (less than 1.00 FTE), sick leave days shall be accumulated at the fraction of 10 days proportionate to the reduction in workload (e.g. 7.5 days for a 0.75 FTE contract).

Non-contractual assignments:

- For days of sick leave credited for all non-contractual assignments, a day shall be defined as consisting of six (6) work hours, as commensurate with the workload agreements.
- Non-contractual sick leave shall be accumulated at the rate of 1/3 day per non-contractual LHE.
- Faculty members' absences occurring during non-contractual assignments are reported to Payroll on the Faculty Absence Report form.

The following provisions shall apply to debiting of sick leave:

Contractual assignments:

- For days in which an employee is absent from part or all of his or her contractual assignment, contractual sick leave shall be debited as follows:

Employee misses more than	Up to	Sick leave days debited
0 hours	2 hours	0.25
2 hours	4 hours	0.50
4 hours	6 hours	0.75
6 hours	—	1.00

Non-contractual assignments:

- For days in which an employee is absent from part or all of his or her non-contractual assignment, non-contractual sick leave shall be debited for the work hours missed (contact and prep hours as determined by the appropriate discipline factor). If an employee has exhausted all non-contractual sick leave, non-contractual pay will be docked for the work hours missed.

If a faculty member with reassigned time or who is teaching online classes believes that he or she has met a larger portion of his or her daily assigned duties than is reflected in the sick days debited as per the above provisions, he or she may petition by sending an email his/her dean to have the amount reduced. The petition shall include the faculty member's rationale for requesting the adjustment. The dean shall inform Payroll and the faculty member's department chair of any adjustments. (For faculty directors reporting directly to a vice president, the vice president shall fill the role of the dean.)

F.2.2 Transfer of Sick Leave

An employee who has been an employee of another California public school district for a period of one school year or more, and who is employed in this District at any time during the second or any succeeding year of his or her employment with the first district, shall have transferred with such employee to this District the total amount of sick leave that was accumulated in the previous district of employment.

It is the employee's responsibility to secure the transfer of any such leave balance from a previous California school employer.

F.3.0 PARENTAL AND FAMILY LEAVES

F.3.1 Parental Leave

Unpaid parental leave shall be granted for a maximum of twelve (12) months upon written request. Consideration will be given to granting an extension of the leave, if requested, until the beginning of the next school semester should the expiration of the twelve (12) months of parental leave occur during the school year.

Refer also to Labor Code §234.

F.3.2 Family Leave

It is the intent of the MiraCosta Community College District to comply with the California Family Rights Act of 1991 (FRA) and Federal Family and Medical Leave Act (FMLA) of 1993 and revised 2009 FMLA. These acts entitle employees to up to 12 weeks of unpaid leave per year (12 months) for the following reasons:

1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. Because of the placement of a son or daughter with the employee for adoption or foster care.
3. In order to care for the spouse/domestic partner, or a son, daughter, or parent, of the employee, if such spouse/domestic partner, son, daughter, or parent has a serious health condition, as verified by an appropriate medical advisor.
4. Because of a serious health condition, as verified by an appropriate medical advisor, that makes the employee unable to perform the functions of the position of such employee. A second opinion rendered by a medical examiner selected and paid for by the District may be requested.

5. A covered family member's active duty or call to active duty in the National Guard or Reserves in support of a contingency operation.
6. To care for a covered service member who is injured or ill.

FMLA leaves may be requested by either the employee or the District when the employee takes a leave of absence for an FMLA-qualifying reason.

All approved FMLA leaves will run concurrently with any other paid and/or unpaid leave to which the employee may be entitled, i.e. parental, personal necessity, accrued and extended sick leave, and vacation. The employee shall be notified within five (5) days after FMLA is requested that, if approved, his/her FMLA leave will run concurrently with all other leaves to which he/she may be entitled.

While a benefit-eligible employee is on FMLA leave, the District will continue his/her health benefits at the same level and with the same premium co-payments that existed prior to the effective date of the leave. Should the employee fail to return to work after taking FMLA leave for any reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the employee's control, reimbursement for premiums paid by the District during the leave may be required.

The FMLA clearly provides that it does not preempt state law to the extent that the state law is more protective of employee rights (FMLA §401(b)). Human Resources staff should be consulted to review both acts to determine which one provides the greater benefit to the employee on each leave issue.

Descriptions of the California and Federal Family Leave laws are kept in the Human Resources Department.

F.4.0 MILITARY LEAVE

The District will grant employees a military leave of absence to the extent required by applicable federal and state law, not to exceed five years.

The employee must request a military leave of absence in writing together with a copy of his/her reporting orders to be eligible for payment of the salary and benefits outlined below.

Leave for Annual Training Duty

An employee, upon submission of military orders to report for training duty, shall be granted a leave of absence without loss of salary.

Such training should be scheduled during vacation periods or at the convenience of the District whenever possible.

Salary

An employee shall be entitled to receive his or her full salary for the first six months of military leave of absence provided it occurs during a paid status period of the employee's work year. Salary for absences during months two through six shall be offset by the amount of gross pay received by the employee from the military. Requests for military leave beyond six months must be approved by the superintendent/president.

Health Benefits

An employee is ineligible for long-term disability coverage while on active duty. All other District-paid health benefits shall be continued for the employee and his/her eligible dependents for the duration of military leave, paid and unpaid.

Vacation and Sick Leave

Employees on military leave accrue any benefits the District provides to other employees. For example, if employees on other approved leaves are permitted to accrue vacation or sick leave, employees on military leave will do so as well, as established by MiraCosta College policy on vacation accrual.

Reinstatement

Employees on military leave shall accrue any benefits afforded by any collective- bargaining agreement negotiated during their absence.

Subject to the qualifications and limitations set forth in the Uniform Services Employment Rights Act (USERRA—38 United State Code §§4301 et seq.) and state law, an employee on military leave shall generally be entitled to return to the position that he or she would have attained with reasonable certainty if not for the absence due to uniform service (i.e., the "escalator position"). If the employee was absent for a period of ninety days or less and is qualified to perform the duties of the position, the employee shall be placed into the "escalator position" on return. If the leave of absence was ninety-one days or more, the returning veteran must be reemployed in the "escalator position" or a position of like seniority, status, and pay.

If the employee is not qualified to perform the escalator position on return, the District shall make reasonable efforts to train the returning employee so that he or she will be qualified. If those efforts are not successful, the returning employee is entitled to his or her previously held job at the time of departure, rather than the "escalator position."

If the returning veteran cannot become qualified to perform his/her previous job following the employer's reasonable efforts, and that inability is not due to service- related disability, the returning veteran employee shall be employed in a job with a lower status and with lower pay for which he/she is qualified, but retain full seniority status. If, on the other hand, the veteran's difficulties in qualifying for the job are related to service- related injuries, the

District, after making reasonable efforts to accommodate, shall find a position for the veteran of equivalent position that is consistent with the returning veteran's limitations.

Prior to resuming work, the employee shall be required to submit satisfactory evidence of his/her other physical and mental fitness for duty, including any job-related restrictions/limitations requiring accommodation. Absent unusual circumstances, re-employment shall occur within two weeks after the re-employment application.

F.5.0 QUARANTINE LEAVE

An employee unavoidably absent from duty under quarantine imposed by order of any authorized health officer shall be paid regular salary for the period of absence without deduction from the employee's sick-leave account. A copy of the quarantine order showing its applicability to said employee must be provided to the Human Resources Department.

F.6.0 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

The District is required, under the California Workers' Compensation Law, to provide employees with coverage that guarantees prompt benefits when an employee is injured on the job or incurs a job related illness. Benefits are in the form of medical care, temporary disability benefits, and may include permanent disability awards.

Upon reporting an injury, benefits are automatic and are applied according to state law. Employees must report injuries promptly to their supervisors.

The following procedures should be followed whenever an employee, as required, reports any job-related injury to their supervisor.

1. All injuries must be reported to the employee's supervisor as soon as possible.
2. All injuries sustained by employees while on duty shall be reported at the earliest practical moment to the Human Resources Department regardless of the nature of the injury.
3. Employees at the Oceanside or San Elijo campuses should visit Health Services during hours of operation for examination and/or further medical referral. Employees at the Community Learning Center and off-site locations, and when injuries outside the hours of operations for Health Services, will be referred directly to the appropriate District-designated health-care provider.
4. Employees must be given Employee Claim Form (DWC-Form 1) within one working day upon knowledge of a Workers' Compensation injury or illness.
5. A Supervisor's Report of Accident Form #231 must be completed for each reported injury, regardless of severity. All sections of the report must be completed by the supervisor.
6. All forms must be sent to the Human Resources Department, mail stop #14.

F.7.0 BEREAVEMENT LEAVE

Every employee is granted three days leave of absence with full pay when the death of any member of the immediate family occurs. Additional days may be granted by the Board. A member of the immediate family means mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, domestic partner, son, daughter, brother, sister, or grandchild of the employee, or any relative living in the immediate household of the employee. The superintendent/president or designee may approve bereavement leave in other circumstances deemed to fit the spirit and intent of this policy.

Five days leave will be allowed when travel outside the state is required. Bereavement leave in excess of the authorized amount may be charged to personal necessity leave.

Refer also to AP 7340.

F.8.0 PERSONAL NECESSITY LEAVE

A contract or regular faculty member, at his/her election, may in cases of personal necessity and/or compelling personal importance, use up to six days of earned, non-accumulative sick leave in any contract year, including any of the following:

- Death of a member of the immediate family when additional leave is required beyond that provided by Board policy.
- Serious illness of a member of the immediate family.
- Accident involving the contract or regular faculty's person or property or the person or property of his/her immediate family, including unavoidable transportation delays.
- Unavoidable family commitments.
- Emergency administration of estate problems relative to the immediate family.
- Observation of a day(s) of religious significance.
- Appearance in court as a litigant, witness, party or under official order other than subpoena or jury duty.
- Other personal emergency or necessity leave as approved in advance, whenever possible, by the superintendent/president or his/her designee.

Personal necessity is defined as unavoidable in nature, beyond the contract or regular faculty employee's immediate control, and not solely for his/her personal convenience.

Compelling personal importance is defined as an alternative valid reason for requesting leave of such compelling nature that does not fall under the categories of personal necessity and sick leave.

Immediate family is defined as a mother, mother-in-law, father, father-in-law, grandmother, grandfather, spouse, domestic partner, son, daughter, brother, sister, or grandchild; any relative living in the immediate household; and other persons closely

related by blood and/or marriage.

F.8.1 Waiver of Limitation of Personal Necessity

The Board may grant a waiver of the limitation provided by Education Code (i.e. six days for full-time faculty) per contract-year limitation for the use of accrued sick leave benefits for absences that qualify as personal necessity per Education Code §§87781.5 or 88207.

Refer also to AP 7345.

F.9.0 CATASTROPHIC LEAVE PROGRAM

Employees may donate eligible leave credits to an employee when that employee or a member of his or her immediate family suffers from a catastrophic illness or injury. For purposes of this program, the following terms are defined as follows:

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time or that incapacitates a member of the employee's immediate family, which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his/her sick leave and other paid time off (including banked time off).
2. "Eligible leave credits" means vacation leave and sick leave accrued to the donating employee.
3. "Immediate family" means mother, mother-in-law, father, father-in-law, grandmother, grandfather, husband, wife, domestic partner, son, daughter, brother, sister, or grandchild of the employee.
4. "Representative of employee" is one to whom employee has given medical power of attorney in such cases where the employee is unable to represent himself/herself due to incapacitation resulting from a catastrophic illness or injury.

For purposes of this program the following conditions are not covered: elective surgery, normal pregnancy, Worker's Compensation claims, disabilities resulting from substance abuse, intentionally self-inflicted injuries, or normal illnesses such as colds, flu, allergies, headaches, etc.

Upon approval by the Board of Trustees, eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

1. The employee who is, or whose immediate family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides a physician's statement of verification of the catastrophic injury or illness.

2. The Director of Human Resources determines that the employee is unable to work due to the employee's or his or her family member's catastrophic illness or injury.
3. The employee has exhausted all accrued paid leave credits.

The maximum amount of time for which donated leave credits may be used may not exceed twelve consecutive months.

An employee who receives transferred leave credits shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving transferred leave credits.

If the transfer of leave credits is approved by the Board, any employee may, upon written notice to the Board, donate eligible leave credits at a minimum of eight hours, and in hour increments thereafter, to a maximum of sixteen hours per situation.

A. An employee must retain no fewer than thirty days of sick leave on record to be eligible to donate sick leave days; no limitations are placed on vacation leave days that may be donated.

B. All transfers of eligible leave credits are irrevocable.

Request and Donation Process

Once the employee or representative of the employee believes he/she has met the requirements, he/she must submit a completed "Request for Donated Leave" to the Department of Human Resources with verification from the attending physician attached.

If the employee has suffered a catastrophic illness or injury resulting in the employee's inability to represent him or herself, a representative of the employee may complete the paperwork as long as the representative presents a signed medical power of attorney.

Human Resources will submit the request to the superintendent/president for Board action at its next meeting.

If the Board approves the donation of leave credits, Human Resources will announce a call for donations.

Employees who wish to donate eligible leave credits must submit a completed "Intent to Donate Leave Credits" to the Payroll Department.

Using the completed "Intent to Donate Leave Credits" forms as a basis, the Payroll Department will transfer leave credits beginning by using the minimum hours donated from each person to meet the anticipated need in an equitable manner.

Once leave has been donated officially, as indicated on the "Intent to Donate Leave Credits", the form will be returned to the donating employee.

Refer also to AP 7345.

F.10.0 JURY DUTY

An employee may be granted a paid leave of absence when called for jury duty. Employees will be paid at their regular rate of pay for time spent on jury duty. As employees of a public agency, fees paid by the court for jury service should be rejected; however, reimbursement for mileage may be retained. The jury time card must be submitted to the Payroll Department with the employee work/absence report (or B100 form), as applicable.

If absence for jury duty would seriously impair the operation of the college, the supervisor may request that the employee seek a postponement of the jury service.

An employee called for jury duty shall immediately report such notice to his/her department chair and dean and provide a copy of the jury summons to the Payroll Department.

Refer also to AP 7340.

F.11.0 DEDUCTIONS OF SALARY FOR ABSENCE

Deductions of salary for absence shall be computed on a workday basis.

F.12.0 SABBATICAL LEAVE

The District may grant a leave of absence for study and travel (sabbatical) to any regular, full-time faculty member who has rendered satisfactory service to the District for at least six consecutive years prior to taking the leave, but not more than one such leave of absence shall be granted in each six-year period. While absence for an approved nonworking leave shall not be deemed a break in the continuity of service, the time spent on a nonworking leave and/or a sabbatical leave shall not be included as service in computing the six consecutive years required for sabbatical-leave eligibility. Time spent on an approved working leave shall be included in the six years required for eligibility if both the work and the manner of compensation have been approved by the District. An application for sabbatical leave is to be completed as outlined in the Academic Senate *Sabbatical Leave Handbook* and submitted to the Academic Senate Sabbatical Leave Committee. Applications may be submitted in the sixth year of service (or thereafter) for a sabbatical leave in the seventh year of service to the District. Only one sabbatical leave may be granted in each consecutive, six-year period.

The Academic Senate is responsible for reviewing sabbatical leave applications and making recommendations to the Board. The Academic Senate is also responsible for reviewing sabbatical leave reports for and making recommendations to the Board.

The *Sabbatical Leave Handbook*, which includes information on the types of sabbatical leaves, seniority rules, application procedures, and evaluation standards for reports of completion, shall be maintained by the Academic Senate.

The number of sabbatical leaves to be granted by the Board of Trustees shall not exceed eight percent (8%) of the full-time faculty per academic year. Exceptions may be approved at the discretion of the college superintendent/president.

Every employee, as a condition to being granted a leave of absence pursuant to this procedure, shall agree in writing to render a period of service to the District following his or her return from the sabbatical leave of absence that is equal to twice the period of the leave.

As a condition of receiving continued salary payments during sabbatical leave, employees must obtain a performance bond through the District. Arrangements are to be made through the Director of Human Resources. The bond is to provide surety for the employee's fulfillment of all obligations accepted as a condition for the granting of the paid leave.

Once the performance obligations for which the bonding company is guarantor have been discharged and the sabbatical leave report has been accepted by the Board of Trustees, the employee will be deemed to be relieved of further performance requirements, except for the condition of continuous employment for twice the period of the leave.

Also refer to the Academic Senate *Sabbatical Leave Handbook*, and Article L.2.1, "Modification of Property Rights: Sabbatical Works."

ARTICLE G: EMPLOYMENT AND QUALIFICATIONS

See also Article D.1.4, "Initial Placement on the Salary Schedule."

G.1.0 ORDER-OF-EMPLOYMENT NUMBER

Every contract or regular faculty employee shall be deemed to have been employed on the date upon which he/she first rendered paid service in a probationary position, and an order-of-employment number shall be assigned.

Contract or regular faculty employees who first render paid service on the same date shall participate in a single drawing, as prescribed in the Education Code, to determine their order of employment.

The order, once determined, shall be permanent, shall be entered on the permanent records of the District, and shall be accessible on demand to any contract or regular faculty employee of the District or his/her designated representative.

A contract or regular faculty employee who has resigned and has been re-employed by the Board shall have the date on which he/she first accepted re-employment as determining his/her order of employment number.

G.2.0 FACULTY SERVICE AREAS

Pursuant to Education Code §87743.2, the District and the Faculty Assembly negotiate faculty service areas (FSAs). A table of currently approved FSAs and related procedures are included in Appendix 8 of this Agreement.

To qualify for a faculty service area (FSA), a faculty member must meet the relevant state minimum qualifications as well as the District competency standard. New hires are considered competent in the FSA(s) for which they are hired, as determined by Human Resources in consultation with the department into which the new faculty member is hired. Faculty members may demonstrate competence for additional FSAs through 15 LHE service (the equivalent of one semester of full-time service) in the FSA at MiraCosta.

G.2.1 Establishment of Faculty Service Areas

New or revised FSAs may be included in the Appendix by mutual agreement between the District and the Faculty Assembly. The Faculty Assembly shall consult with the Academic Senate in developing its proposals.

G.3.0 TEMPORARY FACULTY

Any person who is employed to teach classes for not more than sixty-seven (67) percent of the hours per week that are considered a full-time assignment for regular employees having comparable duties shall be classified as a temporary employee, and shall not become a contract employee. Service as a substitute on a day-to-day basis shall not be used for purposes of calculating eligibility for contract or regular status.

Full-time temporary faculty, such as full-time sabbatical leave replacements, are represented by the Faculty Assembly and subject to the applicable conditions set forth in this Agreement.

ARTICLE H: EVALUATION AND TENURE

H.1.0 EVALUATION

Evaluation processes for full-time faculty are administered by the Academic Senate, and outlined in handbooks maintained by the Academic Senate's Professional Growth and Evaluation Committee. Evaluation procedures for contract faculty are specified in the *Tenure Candidate Handbook*, and evaluations procedures for regular faculty are specified in the *Tenured Faculty Handbook*, both available online through the Academic Senate web site.

H.1.1 Evaluation Guidelines

Faculty shall be notified of performance that is unsatisfactory or needs improvement. The evaluation shall enumerate the problem area or areas with specific suggestions for improved performance, and the faculty employee shall be allowed sufficient time to achieve satisfactory performance.

The evaluatee may initiate a written response or reaction to be filed with any evaluation.

H.1.2 Evaluation and Grade Appeals

Neither a student request for a change of grade nor the outcome of a grade appeal(s) shall be used as part of an instructor's evaluation, so long as the instructor is not found to have violated any college policies or procedures or state laws.

Refer also to AP 4231, "Grade Changes."

H.1.3 Evaluation Schedule

Full-time faculty evaluation shall occur according to the following schedule:

- Contract (untentured) employees: at least once every academic year.
- Regular (tenured) employees: At least once every three academic years.

H.2.0 TENURE REVIEW

In accordance with sections 87663 & 87609 of the California Education Code, all new faculty members will be evaluated under a tenure review process that provides for a maximum four-year probationary period as a contract employee before tenure may be granted.

The Board shall make all re-employment decisions involving contract faculty members

relying primarily on the advice and judgment of the Academic Senate. The administration reserves the right to present a dissenting recommendation if it deems it appropriate. If the Academic Senate's recommendation in a re-employment decision is not accepted, the Board or its designee shall communicate its reasons in writing to the Academic Senate.

H.3.0 GRIEVANCE PROCEDURE FOR CONTRACT DECISIONS

Probationary faculty members who wish to challenge a decision not to grant a second or third contract proceed to a hearing in accordance with Education Code §87740, which is before an Administrative Law Judge appointed by the Office of Administrative Hearings.

ARTICLE I: PROFESSIONAL DEVELOPMENT

I.1.0 PROFESSIONAL DEVELOPMENT PROGRAM

In accordance with § 55720 – 55732 in Title 5 of the California Code of Regulations, the District has authorized participation in the state’s Flexible Calendar Program to allow time for a structured professional development program. All full-time faculty teaching classes during fall and/or spring semesters are required to participate.

Professional development activities counting toward “flex” credit must be completed within the fiscal year, July 1 through June 30. Procedures, policies, guidelines, and deadlines for reporting such activities are developed and administered by the Professional Development Program Committee.

- A. Each faculty member is required to maintain an electronic transcript that properly documents his/her preapproved professional development activities.
- B. Any faculty member who fails to complete his or her full contractual obligation or completes only a portion of the contract is subject to loss of pay.

See also Articles C.1.3 and C.17.

I.1.1 “Flex” Contract and “Flex” Transcript

Each faculty member must electronically submit his/her annual “flex” contract certification acknowledging his/her “flex” obligation by the end of the second week of the fall semester.

Faculty with “flex” obligations must fully document their electronic “flex” transcripts annually by June 1st of each fiscal year. The transcript shall contain both of the following elements:

- 1) Full and final documentation for all completed “flex” activities for the period July 1 to May 31 of the current fiscal year.
- 2) A projection of hours and activities to be completed during June of the current fiscal year. If the faculty member does not need to project hours in order to complete his/her obligation, this component of the transcript is not necessary. The faculty member acknowledges that these projected activities, should they be necessary to meet his/her obligation, must be completed and fully documented on the transcript by the annual June 30th deadline of the current fiscal year.

This Article may be reopened by either party during the 2016-17 academic year to discuss moving the “flex” reporting deadline.

I.2.0 PROFESSIONAL DEVELOPMENT ENROLLMENT FEE REIMBURSEMENT

The following guidelines and criteria shall be followed in providing reimbursement to employees for enrollment fees paid for courses completed to further their professional development.

1. All full-time faculty members are eligible to participate in the program.
2. Priority consideration shall be given for approving courses using the following criteria:
 - a. Courses related to the current and/or projected duties of employment, including courses in Spanish, computer applications, first aid, and CPR.
 - b. General and basic education courses (i.e., English, math, introduction to sociology, general psychology, etc.).
 - c. Other credit courses not related specifically to professional development.
3. Course work must be taken at MiraCosta College unless the course is required for maintaining or upgrading skills for current position and is not offered at MiraCosta College within the twelve (12) month period for which the employee is requesting enrollment fee reimbursement. In such a case, enrollment-fee reimbursement will be limited to the cost of equivalent units at MiraCosta College, within the allowable limit.
4. No course will be considered for reimbursement if its content is part of the minimum requirements for the current position.
5. An employee must receive a minimum of a "C" grade or equivalent to receive reimbursement. If letter grades are not given for a course, a copy of the certificate indicating successful course completion or a letter of satisfactory completion signed by the instructor is required.
6. In order for a class to be considered for enrollment-fee reimbursement it must be scheduled during a time other than the employee's regularly scheduled work hours. If the class is offered only during the employee's work hours, the supervisor may approve a temporary work schedule change, which allows the employee to be off duty during the class hours and to make up the time missed during the same week.
7. Faculty members may not apply for enrollment-fee reimbursement for courses scheduled during times that they are scheduled to teach a class or have other specific work assignments.
8. No course will be considered for enrollment-fee reimbursement if it is to be used by the employee for salary enhancement (professional development or career incentive), "flex" credit, or for courses taken during sabbatical leaves.
9. Courses or seminars mandated and paid for by the District are not eligible for enrollment fee reimbursement, nor may any employee apply for enrollment-fee reimbursement for courses s/he may wish to substitute for the mandated ones.
10. It is the responsibility of the employee to apply for enrollment-fee reimbursement and then to verify completion of coursework with an official transcript or the instructor's signature prior to June 30 of the year in which the course was taken.
11. Applications for enrollment-fee reimbursement must be received prior to the start of the semester in which the class is to be taken. If the class approved is canceled

- and the employee must substitute a class, s/he must request and receive approval for substitution before the end of the second week of the semester.
12. Approval body for enrollment-fee reimbursement is the Academic Senate Salary Advancement Committee.
 13. Completed approval forms must be forwarded to the Director of Human Resources. Upon completion of coursework, verification of satisfactory completion of class (i.e., transcripts) and a purchase request must be sent to the Director of Human Resources before enrollment-fee reimbursement occurs.
 14. The Director of Human Resources will sign the purchase request and forward it to Accounts Payable when verification is complete.

In addition, faculty members may request tuition reimbursement for courses taken outside the District in lieu of departmental and staff development professional travel reimbursement.

I.3.0 TRAVEL

Attendance of meetings and conferences will normally be limited to those held within the United States. Travel to other locations must be approved in advance by the superintendent/president.

In order to ensure District liability and personal coverage, District-related travel must have final approval two (2) weeks in advance by the appropriate chair or supervisor and the divisional vice president or college superintendent/president. Extenuating circumstances must be approved by the appropriate vice president.

Without approved authority to travel, an employee is not authorized to be absent from work and therefore is not covered by liability insurance policies. Unauthorized travel will not be reimbursed.

Reimbursements/invoices must be for the employee only.

Travel-claim expenses should be submitted to Fiscal Services and any amount due the employee will be reimbursed within fifteen (15) business days following submittal of the travel claim. If the travel advance exceeds the reimbursable expense, the employee will be notified and must reimburse the District within five (5) business days following notification.

All persons operating a vehicle on District business must be approved prior to operation of the vehicle. Refer to Administrative Procedure 6530, "Vehicle Use/Driver Authorization."

Refer also to BP/AP 7400, "Employee Travel," for further information on reimbursement and AP 6530, "Vehicle Use/Driver Authorization."

ARTICLE J: FRINGE BENEFITS

J.1.0 BENEFITS PHILOSOPHY

Health, dental and vision coverage provided by the District are considered benefits of employment, not compensation. The District fully covers the cost of health, dental and vision insurance for eligible active and retired faculty and their eligible dependents.

J.2.0 HEALTH AND WELFARE INSURANCE COVERAGE

In accordance with the benefits philosophy described in Article J.1.0, the MiraCosta Community College District shall provide an insurance benefit package for all full-time faculty and their eligible dependents. Full-time faculty shall remain eligible for this benefit package when unbanking load; when on sabbatical leave or other approved leave (as described in Article F); or when working on reduced load as described in Article K.2.

Effective 7/1/2015 the portion of the premium paid by the District shall be limited to a maximum contribution of \$23,401.35; this amount includes the costs of (a) medical premiums, (b) dental premiums, (c) vision premiums, (d) non-discretionary benefits – [base life insurance, long term disability, and flex account administration fee], and (e) voluntary benefits. Thereafter, the maximum contribution shall automatically be increased to cover the cost of premium renewal rates by an amount not to exceed 10% in each successive year. If the annual premium renewal rates represent an aggregate increase of more than 10%, the District and the Assembly agree to immediately reopen negotiations on this Article.

Since District insurance carriers and benefits may change from time to time, and since employee benefits are reviewed and modified on a regular basis, details of the benefits plan are not included in this Agreement, but details are periodically (at least once per year) distributed to all faculty members through the Human Resources office. Benefits allocated to a full-time faculty member shall be through agreement between the Faculty Assembly and the District.

J.2.1 Health and Welfare Insurance Coverage for Retired Full-Time Faculty Members

The District will provide health and welfare coverage for the eligible retired full-time faculty members and any eligible dependents at the same level and on the same basis as that of active full-time faculty members (with the exception of disability and accident insurance) from the age of retirement from the District until the retiree reaches age 65.

To be eligible to participate in this plan, an employee must have reached age fifty-five (55) by June 30 of the fiscal year in which his/her retirement is effective and have been

employed in a regular health and welfare benefit eligible position a minimum equivalent to ten (10) fiscal or school years (dependent upon his/her assignment with the District).

Once eligible, the employee is assured of program continuation until age sixty-five (65), full length of the program, or death, whichever occurs first.

Active employees age 65 or older who have completed a minimum of 10 years of service in a benefited position with the District as of June 30 in the year in which he/she retires, will be eligible for the District paid supplemental health plan to receive an amount each year equivalent to the average cost for a Medicare supplement for the retiree and his/her spouse/domestic partner until the retiree turns age 75 or dies, whichever comes first. Early retirees covered under the active employee health benefit plan who reach eligibility for Medicare will also be eligible for the District paid supplemental health benefit until the retiree turns age 75 or dies, whichever comes first.

If the age of Medicare eligibility is changed from 65, the parties agree to reopen this article to discuss modifications.

J.3.0 DOMESTIC PARTNERS

All references to "spouses" in this Agreement shall be read to include registered domestic partners as permitted by California law.

ARTICLE K: SEPARATION FROM EMPLOYMENT

K.1.0 RETIREMENT SYSTEM(S)

All regular (tenured) and contract (untentured) faculty must become members of the State Teachers Retirement System unless, prior to employment as an academic employee, they belonged to the Public Employee's Retirement System and desire to remain in that system.

Contributions to the State Teachers Retirement System are based on rates established by the State Retirement Board. Contributions are withheld from salary payments made to a qualified employee.

K.2.0 REDUCED WORKLOAD

Faculty may be allowed to reduce their workload and receive full STRS service credit provided that they meet the qualifications described below:

- The prospective participant must have reached the age of fifty-five (55) prior to the reduction in workload.
- The employee must have been employed in a full-time position requiring certification for at least ten years, of which the immediately preceding five years were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service. Such leave, however, is not used to compute the requirement of five years of full-time service prior to entering the program.
- The minimum part-time employment level, averaged over the academic year, shall be the equivalent of at least half of the number of days of service required by the contract of employment during the last year the employee served in a full-time academic position.
- Salary shall be a pro-rata share of the salary that would have been earned had the employee not elected to enter the reduced workload program. The salary received must be at least half the salary the member would have earned on a full-time basis.
- The employee shall retain all rights and benefits for which payments are made that would be required if employed full-time, including health and retirement.
- The reduced service agreement may be reviewed and updated on an annual basis.
- Participation in the reduced workload program shall be initiated at the request of the employee and can be revoked only with the mutual consent of the District and the employee.
- The employee may participate in the plan for a maximum of ten (10) years.

See also California Education Code §44922.

K.3.0 REINSTATEMENT AFTER RESIGNATION

A resignation by a contract employee shall be considered a break in service. Reinstatement shall be under the same conditions as other entering employees.

Regular (tenured) academic employees who resign and who are reinstated within thirty-nine (39) months after the last day of paid service shall have the period of resignation disregarded as a break in service.

K.4.0 INCENTIVE FOR EARLY NOTICE OF RETIREMENT OR RESIGNATION

Any faculty member or administrator who notifies the District of his/her intent to retire or voluntarily resign at the end of the current academic or fiscal year by November 1 will receive a \$500 notification bonus. Payment will be made with the first payroll following the individual's retirement or resignation date.

K.5.0 DISMISSAL OR SUSPENSION

Refer also to California Education Code §§87666-87681, §87732, and §87740.

Contract (untentured) and regular (tenured) employees may be dismissed or suspended by the Board upon the recommendation of the superintendent/president for causes as provided by law.

The following are grounds for dismissal of employees:

- Immoral or unprofessional conduct.
- Dishonesty.
- Unsatisfactory performance.
- Evident unfitness for service.
- Physical or mental condition that makes him or her unfit to instruct or associate with students.
- Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the California Community College Board of Governors, or by the Board of Trustees.
- Conviction of a felony or any crime involving moral turpitude.
- Conduct specified in Government Code §1028.

If the Board decides to dismiss or discipline a contract or regular employee, it shall assure that each of the following has been satisfied:

- The employee has been evaluated in accordance with standards and procedures established in accordance with the provisions of Education Code sections 87660

et seq., and the administrative procedure for evaluation contained in this Agreement and the relevant Academic Senate handbooks;

- The Board has received all statements of evaluation which considers the events for which dismissal [or penalties] may be imposed;
- The Board has received a recommendation from the superintendent/president.
- The Board has considered the statements of evaluation and the recommendations in a lawful meeting.

If the Board decides it intends to dismiss or discipline a contract or regular employee, it shall take the actions required by the Education Code, and the superintendent/president or designee shall thereafter assure that the employee is afforded the full post-termination due process required by the Education Code §§87666 through 87681, and 87740.

The superintendent/president shall establish procedures that define the conditions and processes for dismissal, discipline, and due process and ensure they are available to employees.

K.5.1 Notice and Appeal

The District shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless during the preceding term or half college year prior to the date of the filing of the charge, and at least 90 days prior to the date of the filing, the employee against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the employee an opportunity to correct his or her faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the employee.

If the Board decides it intends to dismiss or discipline a contract or regular employee, a written statement, signed and verified, shall be delivered to the employee setting forth the complete and precise decision of the Board and the reasons for the decision.

The written statement shall be delivered by serving it personally on the employee or by mailing it by United States registered mail to the employee at his or her address last known to the District.

If the employee objects to the decision on any ground, the employee shall give written notice of the objection to the Board, and the superintendent/president of his or her objection within 30 days of the date of the service of the notice.

Within 30 days of receipt of the employee's demand for a hearing, the employee and the Director, Human Resources, shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the Director, Human Resources, shall enter into the records of the Board of Trustees written confirmation of the agreement signed by

the employee and an authorized representative of the District. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter.

If within 30 days of the receipt of the employee's demand for hearing, no written agreement has been reached between the employee and the District regarding appointment of an arbitrator, the District will certify the matter to the California State Office of Administrative Hearings and request the appointment of an Administrative Law Judge.

Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in section 11507.6 of the California Government Code but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one week before the date set for hearing.

The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the employee. If the arbitrator or Administrative Law Judge finds cause, the arbitrator or Administrative Law Judge shall determine whether the employee shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.

No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four years prior to the date of the filing of the notice. Evidence of records regularly kept by the District concerning the employee may be introduced, but no decision relating to the dismissal or suspension of any employee shall be made based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.

The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

Employees will be notified in compliance with any timelines required by the Education Code:

- March 15: Deadline for the superintendent/president or his/her designee to give the Board and the employee written notice of the recommendation not to re-employ and stating the reasons therefore.
- May 15: Deadline for the Board to notify the employee in writing that the employee's services will not be required for the ensuing year.

See also Article K.6, "Reduction in Number of Permanent Employees."

K.6.0 REDUCTION IN NUMBER OF PERMANENT EMPLOYEES

Whenever a particular kind of service is to be reduced or discontinued, the Board may terminate the services of not more than a corresponding percentage of the employees of the District, regular (tenured) as well as contract (untentured), at the close of the school year preceding the year the reduction or discontinuance of service is to be effective; provided that the services of no regular employee may be terminated while any contract employee or any other employee with less seniority is retained to render a service for which the regular employee possesses a Faculty Service Area (FSA) designation.

See also Education Code §87743.

K.6.1 Program Discontinuance, Retraining and Reassignment

Where program discontinuance will result in a full-time tenured faculty member(s) having less than a full teaching load, a retraining and reassignment plan and a timeframe for notifying affected faculty will be developed as part of the recommendation.

If the Board of Trustees votes to accept a report and recommendation for program discontinuance, the timeframe for notifying affected faculty, and the affected full-time tenured faculty member(s) will be offered the retraining and reassignment plan. If the affected full-time tenured faculty member(s) choose to not accept this plan, Human Resources will notify affected full-time tenured faculty member(s) of their employment rights and begin layoff procedures.

Refer also to AP 4021, "Program Discontinuance."

ARTICLE L: RIGHTS, RESPONSIBILITIES AND DUE PROCESS

L.1.0 ACADEMIC FREEDOM

The District and the Faculty Assembly agree to support and defend academic freedom of full-time faculty members, as set forth in Board Policy 4030.

L.2.0 INTELLECTUAL PROPERTY

The following intellectual property provisions shall be interpreted consistent with other District policies, including but not limited to, the District's policy on academic freedom (Board Policy 4030), and federal and state statutes and regulations.

Definitions

For the purposes of this Article, the following definitions apply to the following words or phrases:

"Administrative activity" means the execution of the District's management or administrative functions such as preparing budgets, policies, contracts, personnel management, printing course materials and catalogues, maintenance of computer data, long-range planning, and keeping inventories of equipment. Teaching and academic endeavors are not administrative activities.

"Author" or "creator" means an individual who alone or as part of a group of other creators invent, author, discover, or otherwise create intellectual property.

"District resources" means all tangible resources including buildings, equipment, facilities, computers, software, personnel, and funding.

"Course materials" are materials prepared for use in teaching, fixed or unfixed, in any form, including but not limited to, digital, print, audio, visual, or any combination thereof. Course materials include, but are not limited to, lectures, lecture notes, and materials, syllabi, study guides, bibliographies, visual aids, images, diagrams, multimedia presentations, Web-ready content, and educational software.

"Course syllabus" means a document that includes information about the outline, standards for student evaluation, and additional information that reflects the academic work of the faculty member.

"Digital-encoded work" means a work (on a bit-sequence) that can be stored on computer-readable media, manipulated by computers, and transmitted through data networks.

“Employee” means an individual employed by the district and shall include full-time faculty who develop intellectual property using District resources, unless there is an agreement providing otherwise.

“Intellectual property” means works, products, processes, tangible-research property, copyrightable subject matter, works of art, trade secrets, know-how, inventions, and other creations the ownership of which are recognized and protected from unauthorized exploitation by law. Examples of intellectual property include scholarly, artistic, and instructional materials.

“Substantial use of District resources” means use of District resources beyond the normal professional, technology, and technical support generally provided by the District and extended to an individual or individuals for development of a product, project, or program. The use of District resources must be important and instrumental to the creation of the intellectual property. The following do not constitute substantial use of the District’s resources: (1) incidental use of District resources and/or (2) use of District resources commonly available to District employees. A substantial use of the District’s resources may be implicated in situations where the District provides the creator with a reduced workload at full compensation for the purpose of creating the item.

“Work” means an “original work of authorship fixed in a tangible medium” as used in the Copyright Act.

Ownership of Intellectual Property. The ownership rights to a creation at the District shall be determined generally as set forth below, unless ownership is modified by an agreement.

Employee Intellectual-Property Rights. A District employee who is the creator of an academic work in his or her field of expertise owns the copyright in that work. Academic works include textbooks, lecture notes and other course materials, literary works, artistic works, musical works, architectural works, and software produced with no more than nominal or incidental use of the District’s resources. Academic works described in this paragraph are owned by the employee, even though such works may have been developed within the employee’s scope of employment.

The official course outline of records is the property of the college regardless of authorship. The individual expressions in the syllabus are the intellectual property of the author.

One electronic copy of each syllabus will be requested from faculty by the Office of Instruction for the following purposes:

- A. Providing syllabi to students who request them for individual course articulation when the faculty member is unavailable.
- B. Providing syllabi to authors of an accreditation self-study to demonstrate inclusion of Student Learning Outcomes and language that demonstrates the college's meeting of other accreditation standards and sub-standards.

- C. Providing syllabi to visiting accreditation team members to demonstrate meeting of accreditation standards and sub-standards.

This particular electronic copy will only be used for the purposes outlined above.

However, paper or electronic copies of syllabi may be included in materials required for tenure-review packets (see the Academic Senate *Tenure Candidate Handbook*). They may also be requested by department chairs and Academic Senate presidents for the purposes of evaluating student requests for grade changes (see Board Policy/Administrative Procedure 4231, Grade Changes), and by department chairs, deans, and members of the Grievance Hearing Committee for the purposes of settling a student grievance (see Administrative Procedure 5530, Student Rights and Grievances). In these cases, the requestor must obtain the syllabus via specific request to its author or from the student in support of his or her grievance or request for change of grade.

Intellectual property unrelated to an individual's employment responsibilities at the District and that is developed on an individual's own time and without the District's support or use of District facilities is the exclusive property of the creator, and the District has no interest in any such property and holds no claim to any profits resulting from such intellectual property.

District Intellectual-Property Rights. The District owns all other intellectual property, including, but not limited to, patentable inventions, such as computer software, created by its employees under the following circumstances:

1. If intellectual property is created through the District's administrative activities by an employee working within his or her scope of employment.
2. If intellectual property is created by an employee executing a duty or specific assignment designated by the District.
3. If intellectual property is created through the substantial use of District resources.
4. If intellectual property is commissioned by the District pursuant to a signed contract.
5. If intellectual property is produced within one of the nine categories of works considered works-for-hire under copyright law pursuant to a written contract.
6. If intellectual property is produced from research specifically supported by state or federal funds or third-party sponsorship obtained through the District.

Where circumstances give rise to District intellectual-property rights as described above, the creator of the potential intellectual property will promptly disclose the intellectual property to the District. The District and the creator may enter into a written agreement whereby the creator executes documents assigning intellectual property rights to the District.

The superintendent/president may waive the District's interests in its intellectual property by executing a written waiver.

L.2.1 Modification of Ownership Rights

The general provisions for ownership of intellectual property rights set forth previously may be modified by the parties as follows:

Sabbatical Works: Generally, intellectual property created by District employees during a sabbatical is defined as an academic work. However, where a work to be created as part of an approved sabbatical plan requires resources beyond those normally provided to other employees during a sabbatical (substantial use of District resources), the parties may enter into a written agreement to define the District and employee's intellectual property rights in the sabbatical work.

Assignment of Rights: When the conditions outlined in the sections on employee intellectual-property rights or student intellectual-property rights are met, ownership will reside with the employee or student responsible for creating the intellectual property. In these circumstances, the creator may pursue intellectual-property protection, marketing, and licensing activities without involving the District. If such a decision is made, the creator is entitled to all revenues received.

Any person may agree to assign some or all of his or her intellectual-property rights to the District. In the event the creator offers to share or assign intellectual-property rights in the creation to the District, the District may support and finance application for intellectual-property protection (trademark, patent, or copyright) or it may enter into an agreement for other exploitation of the work, including management, development, and commercialization of the property under terms and conditions as may be agreeable to the parties. After evaluating the creator's offer, the District may or may not decide to become involved in a joint-investment agreement. A negative response from the District will be communicated in writing to the creator. An affirmative response from the District will be summarized as an offer to enter into a written contract. If the creator accepts the District's proposed contract, any revenues received from commercialization of the intellectual property will be distributed as defined in the contract.

Sponsorship Agreements: A sponsored work is a work first produced by or through the District in the performance of a written agreement between the District and a sponsor. Sponsored works generally include interim and final technical reports, software, and other works first created in the performance of a sponsored agreement. Sponsored works do not include journal articles, lectures, books, or other copyrighted works created through independent academic effort and based on the findings of the sponsored project, unless the sponsored agreement states otherwise. Ownership of copyrights to sponsored works shall be with the District unless the sponsored agreement states otherwise. Where a sponsorship agreement does not define ownership of the intellectual property, ownership shall be determined under applicable law. Any sponsorship agreement that provides for ownership of the work by one other than the District generally shall provide the District with a nonexclusive, worldwide license to use and reproduce the copyrighted work for education and research purposes.

Collaboration/Partnership Agreements: The District may participate in projects with persons/organizations that result in the creation of intellectual property. Ownership rights of such intellectual property will be defined by the collaboration/partnership agreement or shall be determined under applicable law.

Special Commission: Intellectual property rights to a work specially ordered or commissioned by the District from a faculty member, professional staff member, other District employee, or other individual or entity, and identified by the District as a specially commissioned work at the time the work was commissioned, shall belong to the District. The District and the employee shall enter into a written agreement for creation of the specially commissioned work.

Use of Substantial District Resources: In the event the District provides substantial resources to an employee for creation of a work and the work was not created under an agreement (such as a sponsorship agreement, individual agreement, or special commission), the District and the creator shall own the intellectual-property rights jointly in proportion to the respective contributions made.

Encoded Works/Software for Administrative Activities: The District may hire an individual or entity to develop software or other encoded works to be used in the District's administrative activities. The District shall maintain ownership of the intellectual property rights in such encoded works. Similarly, the District shall have ownership of the intellectual-property rights in encoded works created by an employee, even where the work was created out of the employee's own initiative if the work is related to the employee's job responsibilities. For example, if an employee in the student records office creates a software program on his own initiative that will organize student records, such work is related to the employee's job duties and will belong to the District. Where an employee creates a program that does not relate to his or her job duties and that program was created on the employee's own time, the work belongs to the employee.

Jointly Created Works: Ownership of jointly created works shall be determined by separately assessing which of the above categories applies to each creator, respectively. Rights between joint owners of a copyright shall be determined pursuant to copyright law.

Work Acquired by Assignment or Will: The District may acquire copyrights by assignment or will pursuant to the terms of a written agreement or testament. The terms of such agreements should be consistent with District policies and these procedures.

L.2.2 Materials Implicating Third Party Rights

District employees and students must comply with District policies and state and federal laws, including copyright and privacy laws, in creating works. District employees and students must obtain all required licenses, consents, and releases necessary to avoid infringing the rights of third parties. District employees and students with questions or concerns regarding third-party rights should direct all inquiries to the Vice President, Instructional Services.

L. 2.3 Intellectual-Property Coordinator

The Vice President, Instructional Services, shall be the District's intellectual-property coordinator. The coordinator shall administer this procedure and will implement the District's intellectual property policy. The coordinator will also monitor the development and use of the District's intellectual property. Any questions relating to the applicability of the District's intellectual property or this procedure may be directed and answered by the intellectual-property coordinator.

L.2.4 Preservation of Intellectual-Property Rights

Protection of Rights: The District shall undertake such efforts as it deems necessary to preserve its rights in original works for which the District is the sole or joint owner of intellectual property rights. The District may apply for a patent, for trademark registration, for copyright registration, or for other protection available by law on any new work in which it maintains intellectual-property rights.

Payment of Costs: The District may pay some or all costs required for obtaining a patent, trademark, copyright, or other classification on original works for which it exclusively owns intellectual-property rights. If the District has intellectual-property rights in a jointly owned work, the District may enter into an agreement with the joint owners concerning payment of such costs.

L.2.5 Commercialization of Intellectual Property

Right of Commercialization: The District may commercialize its intellectual property using its resources or it may enter into agreements with others to commercialize the work as authorized by law.

Distribution of Proceeds: An employee who creates a work and retains an intellectual property interest in such work in which the District maintains intellectual-property rights is entitled to share in royalties, licenses, and any other payments from commercialization of the work in accordance with applicable agreements and applicable laws. Any expenses incurred by the District in protecting and promoting the work, including costs incurred in seeking patent or copyright protection and reasonable costs of marketing the work, shall be paid according to the prior agreement of the employee and the District.

Intellectual Property Account: Proceeds from intellectual property are general income to the District and should be disposed of as directed by the Board of Trustees through the budget-and-expenditure-approval process.

Profits from Required Course Materials: Faculty members should be aware that the Education Code and the California Code of Regulations provide that when students are required to provide or purchase instructional and other materials, such materials must be of a continuing value to the student outside of the classroom setting and should not be solely or exclusively available within the District. This would include course textbooks, packs,

software, and other instructional materials (Education Code §76365 and 5 California Code of Regulations, §§59400, et seq.). In addition, profiting by the instructor-of-record from sales of required course materials may also be in violation of District's policy and institutional code of ethics, which requires that faculty members avoid conflict of interests between their contractual obligations to the District and private business or personal commitments, including soliciting and selling services or products during the course of their regular work at the college (Administrative Procedure 3050). In accordance with District policy, no instructor will profit from the purchase of required or suggested materials for courses for which he or she is the instructor-of-record. Materials authored by the instructor of record will be provided at cost, or the instructor will be responsible for demonstrating to the Vice President, Instructional Services, that profits were donated to the MiraCosta College Foundation or other nonprofit entity.

L.2.6 Notification

The intellectual property coordinator shall provide a copy of these intellectual-property procedures to persons upon request. The District shall arrange training on a periodic basis for faculty, staff, and/or other persons who are covered by this intellectual- property procedure.

L.3.0 INVESTIGATIVE PROCESS

When an employee is subject to an interview concerning matters that may result in the employee being disciplined or subject to an adverse action (a written reprimand, notice of unprofessional conduct, suspension or termination) the following procedures shall apply:

1. At least 24 hours prior to the interview, the employee shall receive written notice of the date, time and location of the interview, the persons conducting the interview , the subject matter of the interview in writing, and whether the employee is being compelled to appear and cooperate. This notice may be by email and must include a copy of this policy/procedure.
2. If permitted by the outside authority and not contrary to law, the District shall inform the employee when any investigation begun by the District is joined or taken over by an outside authority.
3. It is anticipated and expected that all employees and the District Administration or representative thereof will be truthful, cooperative and forthright. If the employee may be subject to discipline for failing or refusing to cooperate, the employee shall be so informed in writing when noticed for the interview (see # 1) that their attendance and cooperation is being compelled. Should such notice be given at the onset of or during the scheduled interview, it must be in writing and the employee may request a reasonable period of time to consult with and have present a representative of his/her choice.
4. The employee, at his or her request, shall have the right to be represented at the interview by a representative of his or her choice and cost, who may be present at all times during the interview. If requested by the employee, the interview shall be

- postponed for an additional working day to enable the employee to secure representation. If requested by the employee, the District/Administration must provide the employee with any prior statements of the employee in the possession of or available to the District that relate to the subject matter of the interview.
5. Either the employee or the person conducting the interview may record the interview. If a recording is made by the District, the employee shall have the right to have a copy of that recording. Any party making a recording will inform the other party and a record of that communication will be made on the recording itself.
 6. In a specific situation where an employee believes that the answer to any question would violate his/her right to self-incrimination under the Fifth Amendment of the United States Constitution or the California Constitution, or is unsure whether assertion of such a right is appropriate, the employee may so state at any time during the course of the interview. The person conducting the interview will suspend the interview to provide both parties the opportunity to obtain legal advice with respect to the assertion, or will complete the interview without compelling a response to the question subject to reconvening the interview session at a future date after both parties have had the opportunity to seek legal advice with respect to the assertion.
 7. Before placing any derogatory document in the employee's file, related to an investigation of a complaint, allegation, or concern, including any reprimand or other derogatory information, the document shall first be provided to the employee who shall have five days to request a meeting with the administrator proposing to put the document in the file or the administrator's supervisor in order to respond to the document. Subject to this meeting, if requested, the employee shall have five days to provide a written response to the document, which response must be placed in the personnel file with the document. If no such meeting is requested, the employee shall have 10 days from receipt of the document to provide a written response that must be placed in the personnel file with the document. If no further derogatory action related to the investigation, allegation or concern occurs for four years, the document shall be sealed in the personnel file at the employee's request to be opened if the employee is facing potential discipline or upon court order or subpoena.
 8. Prior to recommending to the Board of Trustees formal disciplinary action such as a notice of unprofessional conduct, unpaid suspension or disciplinary termination, the District administration will notify the employee of the recommendation, the charges upon which the recommendation will be based and any evidence relied upon in making that recommendation. The employee shall have the right at his/her option to appear before a designee of the superintendent/president to present any information he/she deems appropriate as to why the recommendation should not proceed to the Board. If recommendation for such action is forwarded to the Board and is considered in closed session, the employee shall be afforded an opportunity to address the Board in closed session prior to any decision being made.
 9. The superintendent/president or his/her designee will meet with the Faculty Assembly president or his/her designee at least once per semester to discuss any inquiries that have been initiated relevant to these procedures. Such discussion will

be in general terms that will not violate any applicable rules, regulations, procedures, or statutes, and may be limited to discussing the number of times the policy has been invoked.

L.3.1 Background Checks

No report on the fitness of a faculty member in a dismissal proceeding shall be received from a statewide professional organization by a governing board unless the employee shall have been given, prior to the preparation of the report in its final form, the opportunity to submit in writing his or her comments on the report and unless a copy of the report in final form is given to the employee investigated at least 10 days prior to its submission to the board. The report shall not be distributed other than to the governing board and those persons participating in its preparation unless the employee does not demand a hearing as provided by law.

If the investigation results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice of:

- the adverse action;
- the name, address, and telephone number of the third party agency that furnished the report;
- the employee's right to obtain a free copy of the report; and
- the employee's right to dispute the accuracy or completeness of any of the information in the report.

L.4.0 PERSONNEL FILES

Every full-time faculty member has the right to inspect his/her own personnel records pursuant to the Labor Code and Education Code. Faculty personnel files shall be available for inspection only to authorized employees (such supervisors and HR staff) of the District when actually necessary in the proper administration of the District's affairs or the supervision of the faculty member.

Information of a derogatory nature, with the exception of evaluation comments or recommendations provided to the District on a confidential basis by a previous employer or as part of an application for transfer or promotion to another position within the District, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. A faculty member shall have the right to enter, and to have attached to any such derogatory statement, his/her comments thereon.

L4.1 Medical records

The District shall not use or disclose medical information pertaining to full-time faculty members without written authorization from the affected faculty member. However, such

information may be disclosed in limited circumstances, such as when compelled by a court of law or by a lawsuit filed by a faculty member, when used for administering and maintaining benefit plans, or in relation to a workers compensation claim or request for medical leave.

Refer also to AP 7145, "Personnel Files."

L.5.0 GRIEVANCES

L.5.1 Definitions

Grievance: A grievance is an allegation by any member of the Faculty Assembly (FA) that s/he has been adversely affected by any one or more of the following:

1. A violation, misinterpretation, omission, or misapplication of a specific term in the District/Faculty Assembly Collective Bargaining agreement (CBA);
2. A violation, misinterpretation, omission, or misapplication of a written regulation, policy, or procedure of the MiraCosta Community College District;
3. A deviation from an established past practice related to a working condition that may or may not be documented by a written instrument.

A grievance shall not include, and the grievance procedure shall not be used for, any of the following:

1. An alleged violation of the laws of the State of California or federal government;
2. An allegation of sexual harassment, or discrimination of any kind;
3. Matters of interpersonal conflicts or communication issues between employees of the District;
4. Any allegation of an adverse working condition which is subject to separate complaint procedures under this Agreement or the District's Board Policies and Administrative Procedures (e.g., complaints of harassment or discrimination, employee discipline, tenure appeals, shared governance, student issues.)

Nothing in these procedures is intended to diminish, eliminate, or adversely affect any right, process, or procedure afforded to the FA or any FA member by any local, state, or federal statute, rule, or regulations as a result of the FA's status as an employee organization representing FA members and the FA member's status as a public employee of a California Community College District.

No reprisals of any kind nor punitive action shall be taken by the District, the Faculty Assembly, the grievant, or any representative of the parties for participating in the grievance process.

Grievance Initiation Form: The document used to initiate a formal grievance is attached as Appendix 11 to the CBA. The Grievance Initiation Form shall be signed and dated by the FA member submitting the grievance and/or by the FA president, and shall contain a specific

description of all the facts which the faculty member claims shows a violation to his/her working conditions. The written grievance also must identify the specific term of the CBA claimed to have been violated or the regulation, policy, procedure, statutory requirement, or accepted past practice. It should include any available related documentation, how and by whom it was violated, the date of the violation, the names of any witnesses or individuals who can or may provide information regarding the claimed violation, and the specific remedy sought. Once a grievance is resolved by mutual agreement of the FA & District, the District shall be bound by the resolutions of grievances that are specifically presented in writing and signed by an authorized agent of each party.

Grievant: Any full-time faculty member of the Faculty Assembly. If more than one faculty member has been adversely affected by an identical violation, misinterpretation, or misapplication of a specific working condition, the Faculty Assembly may serve as the “grievant” for all faculty members of the Faculty Assembly in which case, the resolution (relief sought) shall be applicable to all affected faculty members. The grievant shall be entitled to have the ombudsperson or other authorized FA representative at any stage of the grievance procedure.

FA- Faculty Assembly: The exclusive working conditions bargaining agent of the full-time faculty members of MiraCosta College.

Faculty Assembly President: The person elected by members of the Faculty Assembly to serve as its president to perform duties relative to this grievance process.

Ombudsperson: The elected member of the FA who is authorized to represent the FA in matters related to these procedures. In addition, the FA president following consultation with the FA Executive Council may designate additional authorized representatives for the purpose of assisting and representing an individual grievant at any level of this grievance procedure.

Day: Any contractual employment day of the grievant and does not include Saturdays or Sundays. The grievance may continue outside of the contractual employment days (summers or intersessions, for example) if requested by the grievant and agreed to by the District.

Resolution Conference: A conference requested in any level of the Grievance Procedure and within the time limits relevant to that level. Its purpose is to attempt to resolve the grievance, can be called by any of the parties to include the grievant, the District, the FA, and shall be scheduled by mutual agreement. At such conference, the grievant may be represented by the FA ombudsperson, an authorized FA representative, or a third party chosen by the grievant; and the district official may be joined by one more district officials, unless mutually agreed otherwise. In the event that the grievant chooses to be represented by a third party, the FA ombudsperson or an authorized FA representative must still attend.

Superintendent/President: The superintendent/president of the MiraCosta Community College District, including an Acting or Interim superintendent/president, or a person appointed by the superintendent/president to perform duties relative to this grievance procedure.

L.5.2 Waivers and time limits

A unit member may postpone the time line during approved leave periods by giving written notice to the other party. In such cases, the time line will commence on the first scheduled workday after the leave period. Time limits at each level shall begin the day following receipt of the grievance, grievance appeal, or written District decision. The grievant can request and will receive an automatic five (5) day extension at any level in the process.

Since it is important that grievances be processed in a timely manner, the time limits specified at each level are considered to be maximum and efforts should be made to expedite the process. However, the time limits may be extended further by mutual agreement.

If a grievance is not processed by the grievant in accordance with the time limits set forth in this Agreement and a request for an extension is not made, the grievance shall not be subject to further resolution and shall be considered settled on the basis of the decision last made by the District.

If the District fails to respond to the grievance within the time limit specified at each level, the failure to respond shall be deemed a denial of the grievance and termination of the level involved, and the grievant may proceed to the next level.

L.5.3 Purpose

The purpose of this procedure is to secure, at the lowest possible level, an equitable resolution of a grievance. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure. In the course of the grievance procedure, all parties will make a concerted "good faith effort" to resolve the differences at the earliest possible level in the procedure. The handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities of the grievant or other involved individuals.

L.5.4 Informal Procedure

FA members are strongly encouraged to consult with the FA ombudsperson and/or authorized FA representatives prior to initiating any informal or formal action related to any working condition-related grievance. This consultation is recommended to ensure that the FA member has adequate information to support a grievance related to a working condition

violation and to develop the various options for resolution that might be available to the FA member.

Level One:

Before filing a formal written grievance, and within twenty (20) days after the grievant knew or should have reasonably known of the act or omission giving rise to the grievance, the grievant shall attempt to resolve the problem by requesting an informal conference with the dean or lowest-level administrator to whom the grievant reports; and thereafter by any other district official who may be able to resolve the issue. Once the dean is notified of the request, s/he shall schedule and conduct the meeting within ten (10) days. The grievant may be accompanied by the FA ombudsperson or an authorized FA representative. The District may utilize any and all college resources (such as in-house mediators) and the FA may utilize any and all of its resources in attempting to resolve the issue at this informal level. The dean or lowest-level administrator will render a decision in the matter within ten (10) days of the meeting. If the grievant is not satisfied with the disposition of the grievance or if the dean or lowest level administrator is unavailable for the informal conference during a ten (10) day period after initial request is made, a formal grievance may then be filed. The time limits may be extended by mutual agreement of both parties.

Level One is concluded at the later of the time the dean or lowest level administrator delivers his/her decision to the grievant and authorized FA representative, or the expiration of the time for the dean or lowest-level administrator to hold a Level One meeting, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a decision after the Level One meeting.

L.5.5 Formal Procedure

Level Two:

If the grievance is not resolved at the informal level, the grievant may present the grievance in writing on the Grievance Initiation Form to the dean or lowest-level administrator to whom the grievant reports within ten (10) days of the termination of Level One. The Grievance Initiation Form shall be presented to the FA ombudsperson at the same time it is submitted to the dean or lowest level administrator. The grievant is encouraged to consult with the FA ombudsperson or authorized FA representative to prepare the grievance.

The statement shall be a clear, concise statement of the grievance including as applicable the contract or policy provision(s) alleged to have been violated, the circumstances involved, the decision if any rendered at the informal conference(s) and the specific remedy sought.

The dean or lowest-level administrator in consultation with the appropriate vice president to whom the grievant reports shall communicate a decision to the employee in writing

within ten (10) days after receiving the grievance. The written decision shall contain a clear and concise statement as to the reason(s) for said decision. The dean or lowest-level administrator shall send a copy of the decision to the FA ombudsperson and/or authorized FA representative at the same time.

If the dean or lowest-level educational administrator to whom the grievant reports does not respond within the time limit, the grievant has the right to advance to the next level in the formal grievance process. The time limits may be extended by mutual agreement of both parties.

Level Two is concluded at the later of the time the dean or lowest-level administrator delivers his/her decision to the grievant and authorized FA representative, or, if no decision was rendered, the expiration of the time for the dean or lowest-level administrator to render a Level Two decision.

Within the time limits of Level Two, any party may request a Resolution Conference as defined above.

Level Three:

If the grievance is not resolved at Level Two, the grievant may, within ten (10) days after the termination of Level Two, submit an appeal on the Grievance Appeal Form to the superintendent/president. The statement of appeal shall include a copy of the original grievance, the decision rendered at Level Two, if any, and a clear, concise statement of the reasons for appeal. New alleged violations not presented at Level Two may not be introduced at the appeal. The scope of the appeal shall be confined to the issues and evidence presented at Level Two with the immediate supervisor. The superintendent/president or designee may meet with the grievant who shall be entitled to have the ombudsperson or authorized FA representative present. If no meeting is held, the written response shall be filed within ten (10) days of the filing of the Level Three appeal. If a meeting is held, the superintendent/president has an additional five (5) days to file a written response. The decision shall be in writing and delivered within the timelines to the grievant and the FA ombudsperson and/or authorized FA representative. The written decision shall contain a clear and concise statement as to the reason(s) for said decision.

If the superintendent/president does not respond within the time limits provided, the grievant has the right to advance to Level Four.

Level Three is concluded at the later of the time the superintendent/president delivers his/her decision to the grievant and authorized FA representative or, if no decision was rendered, the expiration of the time for the superintendent/president to deliver a decision. Within the time limits of Level Three, any party may request a Resolution Conference as defined above.

Level Four:

If the grievance is not resolved at Level Three or if no written decision has been rendered within the timeline, the Faculty Assembly president, after consultation with the grievant and FA Executive Council, may request the grievance go to mediation and/or advisory arbitration.

1. **Mediation:** A request for mediation must be submitted to the Office of the Superintendent/President no later than ten (10) days after the termination of Level Three. Within ten (10) days of the Faculty Assembly's request for mediation, the FA and the District will select a mediator from a mutually agreed upon list of professional mediators who will bring the parties to the issue together in an effort to resolve the grievance. The mediation shall not exceed two days in duration. The District and the FA shall jointly agree upon a means of appointing mediators for this purpose. No action shall be required as a result of the mediation unless mutually agreed to by both the District and the FA. If mediation is attempted, evidence of either party's conduct or statements during the mediation shall be inadmissible in any subsequent arbitration proceedings. The District and the FA shall share equally the cost of the mediation.
2. **Advisory Arbitration:** If mediation is not conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after termination of Level Three. If mediation is conducted, a request for advisory arbitration must be submitted to the Office of the Superintendent/President no later than ten (10) days after the date the mediation concludes. Within ten (10) days of the Faculty Assembly's request for arbitration, the FA and the District shall mutually select an arbitrator. If no agreement can be reached, the parties shall request from the California State Mediation & Conciliation Service (SMCS) a list of five (5) arbitrators, preferably with experience in hearing grievances in community college matters. Each party shall alternately strike a name until one name remains. The parties shall determine who strikes first by coin toss. The remaining panel member shall be the impartial arbitrator. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the FA, provided, however, that if the College superintendent/president makes a final decision in resolution of the grievance which is contrary to the advisory decision made by the arbitrator, then the District shall pay the full amount of the arbitrator's fees and expenses. All other expenses shall be borne by the party incurring them.

The arbitrator, exercising his or her discretion, shall conduct the proceedings with a view to expediting the resolution of the dispute and may direct the order of proof, bifurcate proceedings and direct the parties to focus their presentations on issues

which could dispose of all or part of the grievance. The parties may offer such evidence, including the testimony of witnesses under oath, as is relevant and material to the dispute. The arbitrator shall determine the admissibility, the relevance, and materiality of the evidence offered and may exclude evidence deemed by the arbitrator to be cumulative or irrelevant. Conformity to legal rules of evidence shall not be necessary. If any question arises as to the ability to arbitrate the grievance, such question will be ruled upon by the arbitrator. If the arbitrator determines the grievance is arbitrable, the arbitrator shall, on the same date, hear the grievance based upon its merits.

The arbitrator's advisory decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator may recommend remedies as she/he judges to be proper. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement.

The decision of the arbitrator shall be submitted to the grievant, the Faculty Assembly president, and the College superintendent/president. After consulting with the grievant, the Faculty Assembly president shall confer with the superintendent/president and together they shall attempt to either: (1) accept the arbitrator's decision with or without minor modifications; (2) remand the case back to the arbitrator to make additional findings or clarifications and re-submit the decision.

If the College superintendent/president and Faculty Assembly president are unable to reach a resolution, the College superintendent/president shall decide the appropriate resolution. The superintendent/president's decision shall be final and conclude the grievance procedure.

L.6.0 FACULTY SUPPORT FACILITIES

All full-time faculty shall be provided basic facilities necessary to carry out their duties.

Whenever possible, each full-time faculty member shall be provided an office on campus (individual or shared). Each office shall include one desk, one office chair, one student chair, a minimum of 38" depth file storage space and 10 linear feet of book storage space per instructor.

Each full-time faculty member shall be provided administrative support through their dean's office, and reasonable office supplies necessary to carry out assigned duties. Each full-time faculty member shall be provided one staff parking pass free of charge.

APPENDIX 1: TABLES AND EXAMPLES OF WORKLOAD FACTORS

APPENDIX 1.1: TABLES OF ANNUALIZED FACULTY WORKLOADS

All table entries give the number of hours associated with a particular category.

CONTRACTUAL FACULTY WORKLOADS FOR FULL CONTRACTUAL CALENDAR (176 DAYS)

	Per FTE Per Year	Per LHE Per Class	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Student Engagement, Final Exams	1155	38.500	32.813	6.563	2.188
Institutional Service	165	5.500	4.688	0.938	0.313
Preapproved "Flex" Activities	60	2.000	1.705	0.341	0.144
Other Professional Activities	20	0.667	0.568	0.114	0.379
All-College Day Activities	8	0.267	0.227	0.045	0.015
TOTAL	1408	46.933	40.000	8.000	2.667

CONTRACTUAL FACULTY WORKLOADS: CLASSROOM FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE Per Class	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	165	5.500	5.000	1.000	0.333
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	1320	44.000	40.000	8.000	2.667

CONTRACTUAL FACULTY WORKLOADS: NON-CLASSROOM FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)

	Per FTE Per Year	Per LHE Per Class	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	165	5.500	5.000	1.000	0.333
TOTAL	1320	44.000	40.000	8.000	2.667

**NON-CONTRACTUAL FACULTY WORKLOADS: CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)**

	Per FTE Per Year	Per LHE Per Class	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	990	33.000	30.000	6.000	2.000
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	990	33.000	30.000	6.000	2.000

Hourly parity for classroom non-contractual duties relative to contractual duties:
 $(990 \text{ hours}) / (1408 \text{ hours}) = 70.3125\%$

**NON-CONTRACTUAL FACULTY WORKLOADS: NON-CLASSROOM
FOR REGULAR INSTRUCTIONAL CALENDAR (165 DAYS)**

	Per FTE Per Year	Per LHE Per Class	Per Week Per FTE	Per Day Per FTE	Per LHE Per Week
Class Contact, Preparation, Final Exams	1155	38.500	35.000	7.000	2.333
Student Engagement	0	0.000	0.000	0.000	0.000
Institutional Service	0	0.000	0.000	0.000	0.000
TOTAL	1155	38.500	35.000	7.000	2.333

Hourly parity for non-classroom non-contractual duties relative to contractual duties:
 $(1155 \text{ hours}) / (1408 \text{ hours}) = 82.0313\%$

APPENDIX 1.2: TABLES OF WORKLOAD FACTORS FOR SPECIFIC ASSIGNMENTS

Tables for workload factors currently in use can be found in Article C.3.5. The tables in this Article show FTE, LHE and WFCH equivalents for workload factors corresponding to other possible assignments.

Key for these tables:

FACTOR = the performance or discipline factor associated with a particular assignment
(factors less than 1.0 are performance factors; factors of 1.0 or greater are discipline factors).

FTE = full-time equivalent

LHE = lecture hour equivalent

WFCH = weekly faculty contact hours associated with assignment

PREP = hours of preparation associated with assignment

SUM = sum of weekly faculty contact and preparation hours associated with assignment

STU = hours of direct student contact associated with assignment

INSV = hours of institutional service associated with assignment

TOT = total hours associated with assignment

Appendix 1.2.1 Contractual Classroom Assignments

For contractual classroom assignments: 1 FTE = 15 LHE = 30 contact and prep hours + 5 student contact hours + 5 institutional service hours per week.

A classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	1	15	7.5	22.5	30	5	5	40
1.875	1	15	8.0	22	30	5	5	40
1.765	1	15	8.5	21.5	30	5	5	40
1.667	1	15	9.0	21	30	5	5	40
1.579	1	15	9.5	20.5	30	5	5	40
1.500	1	15	10.0	20	30	5	5	40
1.429	1	15	10.5	19.5	30	5	5	40
1.364	1	15	11.0	19	30	5	5	40
1.304	1	15	11.5	18.5	30	5	5	40
1.250	1	15	12.0	18	30	5	5	40
1.200	1	15	12.5	17.5	30	5	5	40
1.154	1	15	13.0	17	30	5	5	40
1.111	1	15	13.5	16.5	30	5	5	40
1.071	1	15	14.0	16	30	5	5	40
1.034	1	15	14.5	15.5	30	5	5	40
1.000	1	15	15	15	30	5	5	40
0.938	1	15	16	14	30	5	5	40
0.882	1	15	17	13	30	5	5	40
0.833	1	15	18	12	30	5	5	40
0.789	1	15	19	11	30	5	5	40
0.750	1	15	20	10	30	5	5	40
0.714	1	15	21	9	30	5	5	40
0.682	1	15	22	8	30	5	5	40
0.652	1	15	23	7	30	5	5	40
0.625	1	15	24	6	30	5	5	40
0.600	1	15	25	5	30	5	5	40
0.577	1	15	26	4	30	5	5	40
0.556	1	15	27	3	30	5	5	40
0.536	1	15	28	2	30	5	5	40
0.517	1	15	29	1	30	5	5	40
0.500	1	15	30	0	30	5	5	40

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A classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.067	1	0.500	1.500	2.000	0.333	0.333	2.667
1.875	0.067	1	0.533	1.467	2.000	0.333	0.333	2.667
1.765	0.067	1	0.567	1.433	2.000	0.333	0.333	2.667
1.667	0.067	1	0.600	1.400	2.000	0.333	0.333	2.667
1.579	0.067	1	0.633	1.367	2.000	0.333	0.333	2.667
1.500	0.067	1	0.667	1.333	2.000	0.333	0.333	2.667
1.429	0.067	1	0.700	1.300	2.000	0.333	0.333	2.667
1.364	0.067	1	0.733	1.267	2.000	0.333	0.333	2.667
1.304	0.067	1	0.767	1.233	2.000	0.333	0.333	2.667
1.250	0.067	1	0.800	1.200	2.000	0.333	0.333	2.667
1.200	0.067	1	0.833	1.167	2.000	0.333	0.333	2.667
1.154	0.067	1	0.867	1.133	2.000	0.333	0.333	2.667
1.111	0.067	1	0.900	1.100	2.000	0.333	0.333	2.667
1.071	0.067	1	0.933	1.067	2.000	0.333	0.333	2.667
1.034	0.067	1	0.967	1.033	2.000	0.333	0.333	2.667
1.000	0.067	1	1.000	1.000	2.000	0.333	0.333	2.667
0.938	0.067	1	1.067	0.933	2.000	0.333	0.333	2.667
0.882	0.067	1	1.133	0.867	2.000	0.333	0.333	2.667
0.833	0.067	1	1.200	0.800	2.000	0.333	0.333	2.667
0.789	0.067	1	1.267	0.733	2.000	0.333	0.333	2.667
0.750	0.067	1	1.333	0.667	2.000	0.333	0.333	2.667
0.714	0.067	1	1.400	0.600	2.000	0.333	0.333	2.667
0.682	0.067	1	1.467	0.533	2.000	0.333	0.333	2.667
0.652	0.067	1	1.533	0.467	2.000	0.333	0.333	2.667
0.625	0.067	1	1.600	0.400	2.000	0.333	0.333	2.667
0.600	0.067	1	1.667	0.333	2.000	0.333	0.333	2.667
0.577	0.067	1	1.733	0.267	2.000	0.333	0.333	2.667
0.556	0.067	1	1.800	0.200	2.000	0.333	0.333	2.667
0.536	0.067	1	1.867	0.133	2.000	0.333	0.333	2.667
0.517	0.067	1	1.933	0.067	2.000	0.333	0.333	2.667
0.500	0.067	1	2.000	0.000	2.000	0.333	0.333	2.667

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A classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
2.000	0.1333	2.000	1	3.000	4.000	0.667	0.667	5.333
1.875	0.1250	1.875	1	2.750	3.750	0.625	0.625	5.000
1.765	0.1176	1.765	1	2.529	3.529	0.588	0.588	4.706
1.667	0.1111	1.667	1	2.333	3.333	0.556	0.556	4.444
1.579	0.1053	1.579	1	2.158	3.158	0.526	0.526	4.211
1.500	0.1000	1.500	1	2.000	3.000	0.500	0.500	4.000
1.429	0.0952	1.429	1	1.857	2.857	0.476	0.476	3.810
1.364	0.0909	1.364	1	1.727	2.727	0.455	0.455	3.636
1.304	0.0870	1.304	1	1.609	2.609	0.435	0.435	3.478
1.250	0.0833	1.250	1	1.500	2.500	0.417	0.417	3.333
1.200	0.0800	1.200	1	1.400	2.400	0.400	0.400	3.200
1.154	0.0769	1.154	1	1.308	2.308	0.385	0.385	3.077
1.111	0.0741	1.111	1	1.222	2.222	0.370	0.370	2.963
1.071	0.0714	1.071	1	1.143	2.143	0.357	0.357	2.857
1.034	0.0690	1.034	1	1.069	2.069	0.345	0.345	2.759
1.000	0.0667	1.000	1	1.000	2.000	0.333	0.333	2.667
0.938	0.0625	0.938	1	0.875	1.875	0.313	0.313	2.500
0.882	0.0588	0.882	1	0.765	1.765	0.294	0.294	2.353
0.833	0.0556	0.833	1	0.667	1.667	0.278	0.278	2.222
0.789	0.0526	0.789	1	0.579	1.579	0.263	0.263	2.105
0.750	0.0500	0.750	1	0.500	1.500	0.250	0.250	2.000
0.714	0.0476	0.714	1	0.429	1.429	0.238	0.238	1.905
0.682	0.0455	0.682	1	0.364	1.364	0.227	0.227	1.818
0.652	0.0435	0.652	1	0.304	1.304	0.217	0.217	1.739
0.625	0.0417	0.625	1	0.250	1.250	0.208	0.208	1.667
0.600	0.0400	0.600	1	0.200	1.200	0.200	0.200	1.600
0.577	0.0385	0.577	1	0.154	1.154	0.192	0.192	1.538
0.556	0.0370	0.556	1	0.111	1.111	0.185	0.185	1.481
0.536	0.0357	0.536	1	0.071	1.071	0.179	0.179	1.429
0.517	0.0345	0.517	1	0.034	1.034	0.172	0.172	1.379
0.500	0.0333	0.500	1	0.000	1.000	0.167	0.167	1.333

Appendix 1.2.2 Contractual Non-Classroom Assignments

For contractual non-classroom assignments (counseling and library): 1 FTE = 15 LHE = 35 contact and prep hours + 5 institutional service hours per week.

A non-classroom assignment of 1 FTE per semester corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	15	20	35	0	5	40
0.938	1	15	16	19	35	0	5	40
0.882	1	15	17	18	35	0	5	40
0.833	1	15	18	17	35	0	5	40
0.789	1	15	19	16	35	0	5	40
0.750	1	15	20	15	35	0	5	40
0.714	1	15	21	14	35	0	5	40
0.682	1	15	22	13	35	0	5	40
0.652	1	15	23	12	35	0	5	40
0.625	1	15	24	11	35	0	5	40
0.600	1	15	25	10	35	0	5	40
0.577	1	15	26	9	35	0	5	40
0.556	1	15	27	8	35	0	5	40
0.536	1	15	28	7	35	0	5	40
0.517	1	15	29	6	35	0	5	40
0.500	1	15	30	5	35	0	5	40
0.484	1	15	31	4	35	0	5	40
0.469	1	15	32	3	35	0	5	40
0.455	1	15	33	2	35	0	5	40
0.441	1	15	34	1	35	0	5	40
0.429	1	15	35	0	35	0	5	40

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A non-classroom assignment of 1 LHE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.067	1	1.000	1.333	2.333	0.000	0.333	2.667
0.938	0.067	1	1.067	1.267	2.333	0.000	0.333	2.667
0.882	0.067	1	1.133	1.200	2.333	0.000	0.333	2.667
0.833	0.067	1	1.200	1.133	2.333	0.000	0.333	2.667
0.789	0.067	1	1.267	1.067	2.333	0.000	0.333	2.667
0.750	0.067	1	1.333	1.000	2.333	0.000	0.333	2.667
0.714	0.067	1	1.400	0.933	2.333	0.000	0.333	2.667
0.682	0.067	1	1.467	0.867	2.333	0.000	0.333	2.667
0.652	0.067	1	1.533	0.800	2.333	0.000	0.333	2.667
0.625	0.067	1	1.600	0.733	2.333	0.000	0.333	2.667
0.600	0.067	1	1.667	0.667	2.333	0.000	0.333	2.667
0.577	0.067	1	1.733	0.600	2.333	0.000	0.333	2.667
0.556	0.067	1	1.800	0.533	2.333	0.000	0.333	2.667
0.536	0.067	1	1.867	0.467	2.333	0.000	0.333	2.667
0.517	0.067	1	1.933	0.400	2.333	0.000	0.333	2.667
0.500	0.067	1	2.000	0.333	2.333	0.000	0.333	2.667
0.484	0.067	1	2.067	0.267	2.333	0.000	0.333	2.667
0.469	0.067	1	2.133	0.200	2.333	0.000	0.333	2.667
0.455	0.067	1	2.200	0.133	2.333	0.000	0.333	2.667
0.441	0.067	1	2.267	0.067	2.333	0.000	0.333	2.667
0.429	0.067	1	2.333	0.000	2.333	0.000	0.333	2.667

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A non-classroom assignment of 1 WFCH corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667
0.938	0.0625	0.938	1	1.188	2.188	0.000	0.313	2.500
0.882	0.0588	0.882	1	1.059	2.059	0.000	0.294	2.353
0.833	0.0556	0.833	1	0.944	1.944	0.000	0.278	2.222
0.789	0.0526	0.789	1	0.842	1.842	0.000	0.263	2.105
0.750	0.0500	0.750	1	0.750	1.750	0.000	0.250	2.000
0.714	0.0476	0.714	1	0.667	1.667	0.000	0.238	1.905
0.682	0.0455	0.682	1	0.591	1.591	0.000	0.227	1.818
0.652	0.0435	0.652	1	0.522	1.522	0.000	0.217	1.739
0.625	0.0417	0.625	1	0.458	1.458	0.000	0.208	1.667
0.600	0.0400	0.600	1	0.400	1.400	0.000	0.200	1.600
0.577	0.0385	0.577	1	0.346	1.346	0.000	0.192	1.538
0.556	0.0370	0.556	1	0.296	1.296	0.000	0.185	1.481
0.536	0.0357	0.536	1	0.250	1.250	0.000	0.179	1.429
0.517	0.0345	0.517	1	0.207	1.207	0.000	0.172	1.379
0.500	0.0333	0.500	1	0.167	1.167	0.000	0.167	1.333
0.484	0.0323	0.484	1	0.129	1.129	0.000	0.161	1.290
0.469	0.0313	0.469	1	0.094	1.094	0.000	0.156	1.250
0.455	0.0303	0.455	1	0.061	1.061	0.000	0.152	1.212
0.441	0.0294	0.441	1	0.029	1.029	0.000	0.147	1.176
1.000	0.0667	1.000	1	1.333	2.333	0.000	0.333	2.667

Appendix 1.2.3 Leaves and Reassignments (Contractual Faculty Only)

For leaves and reassignments: 1 FTE = 15 LHE = 40 hours per week

A leave or reassignment of 1 FTE corresponds to:

FACTOR	FTE	LHE	WFCH	PREP	SUM	STU	INSV	TOT
1.000	1	15	40	0	40	0	0	40

APPENDIX 1.3 EXAMPLES OF HOW WORKLOAD FACTORS ARE APPLIED

The tables below illustrate the application of performance and discipline factors to specific assignments.

CLASSROOM EXAMPLES

INSTRUCTIONAL CONTACT HOURS

Weekly (Full-Term)
Total Course Contact Hours (Semester)

AUTO 130		
LEC	LAB	TOT
1.00	2.00	3.00
16.50	33.00	49.50

APPLICABLE WORKLOAD FACTORS

Discipline Factor
Performance Factor

LEC	LAB
1.000	0.750
1.000	1.000

FACULTY WORKLOAD MEASURES

Weekly Faculty Contact Hours
Weekly Faculty Preparation Hours
Total Weekly Work Hours
Total Course Work Hours

LEC	LAB	TOT
1.00	2.00	3.00
1.00	1.00	2.00
2.00	3.00	5.00
33.00	49.50	82.50
1.00	1.50	2.50
0.067	0.100	0.167

LHE
FTE

INSTRUCTIONAL CONTACT HOURS

Weekly (Full-Term)
Total Course Contact Hours (Semester)

DANCE 160		
LEC	LAB	TOT
0.50	3.00	3.50
8.25	49.50	57.75

APPLICABLE WORKLOAD FACTORS

Discipline Factor
Performance Factor

LEC	LAB
1.000	0.833
1.667	1.667

FACULTY WORKLOAD MEASURES

Weekly Faculty Contact Hours
Weekly Faculty Preparation Hours
Total Weekly Work Hours
Total Course Work Hours

LEC	LAB	TOT
0.50	3.00	3.50
1.17	5.33	6.50
1.67	8.33	10.00
27.50	137.50	165.00
0.83	4.17	5.00
0.056	0.278	0.333

LHE
FTE

NON-CLASSROOM EXAMPLES

INSTRUCTIONAL CONTACT HOURS

Weekly (Full-Term)
Total Course Contact Hours (Semester)

Counseling/Library (3 hours/week)		
LEC	LAB	TOT
3.00	0.00	3.00
49.50	0.00	49.50

APPLICABLE WORKLOAD FACTORS

Discipline Factor
Performance Factor

LEC	LAB
0.600	
1.000	

FACULTY WORKLOAD MEASURES

Weekly Faculty Contact Hours
Weekly Faculty Preparation Hours
Total Weekly Work Hours
Total Course Work Hours

LHE

FTE

LEC	LAB	TOT
3.00		3.00
1.20		1.20
4.20		4.20
69.30		69.30
1.80		1.80
0.120		0.120

INSTRUCTIONAL CONTACT HOURS

Weekly (Full-Term)
Total Course Contact Hours (Semester)

Counseling/Library (25 hours/week)		
LEC	LAB	TOT
25.00	0.00	25.00
412.50	0.00	412.50

APPLICABLE WORKLOAD FACTORS

Discipline Factor
Performance Factor

LEC	LAB
0.600	
1.000	

FACULTY WORKLOAD MEASURES

Weekly Faculty Contact Hours
Weekly Faculty Preparation Hours
Total Weekly Work Hours
Total Course Work Hours

LHE

FTE

LEC	LAB	TOT
25.00		25.00
10.00		10.00
35.00		35.00
577.50		577.50
15.00		15.00
1.000		1.000

APPENDIX 2: STANDARDS AND DUTIES FOR WORKLOAD FACTORS

APPENDIX 2.1 STANDARDS FOR LABORATORY WORKLOAD FACTORS, CREDIT COURSES

EITHER

- *One weekly hour of preparation for each weekly hour of classroom instruction.*
- *1.000 LHE per classroom contact hour*

OR

- *Forty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour*

OR

- *Thirty weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.7500 LHE per classroom contact hour*

OR

- *Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.*
- *0.6818 LHE per classroom contact hour*

1. Laboratory courses with extensive preparation and student evaluation:

- One weekly hour of preparation for each weekly hour of classroom instruction.
- 1.000 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the course.

Typically such laboratory courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the course.

Criteria for determining an extensive preparation and student evaluation laboratory courses are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires extensive student preparation from text and lecture material prior to and after each session.
- c) The laboratory course requires evaluation of student work outside of class time on a regular basis in the same manner as in non-laboratory classes.
- d) The laboratory course requires the instructor to see that it is related to and correlated with extensive theoretical content supplemented with appropriate assigned texts.

- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.
- g) The laboratory course is comparable to other classes in at least some community colleges and four-year institutions in the state of California, by one-to-one equivalency.

2. Laboratory courses that involve the creation of works of creative skill:

- Forty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.8333 LHE per classroom contact hour

Typically such laboratories have as a primary function the mastery of disciplines such as dance or studio arts as a final outcome of the course.

Criteria for determining a creative skills laboratory are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires student preparation from appropriate text material prior to and after each session, and/or practice of the relevant creative skills.
- c) The laboratory course requires evaluation of student creative work during class time on a regular basis, with at least some outside of class time student evaluation.
- d) The laboratory course requires the instructor to see that it is related to and correlated with theoretical content supplemented with appropriate assigned texts (including pictures, sculpture, performances, or whatever texts are appropriate and relevant).
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

3. Laboratory courses for professional/technical skills with significant preparation and student evaluation

- Thirty weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.7500 LHE per classroom contact hour

Such laboratory courses, in addition to requiring planning and general preparation on the part of the instructor, also require that the student learn basic skills relevant to the professional/technical discipline in order to be an effective participant in the class.

Typically such laboratory courses have as a primary function the teaching of professional/technical skills development as the final outcome of the class.

Criteria for determining a significant preparation and student evaluation professional/technical skills laboratory course are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in lecturing, demonstrating, or assisting the students.
- b) The laboratory course requires student preparation from text and lecture material, and practice of the skills, prior to and after each session.
- c) The laboratory course requires significant levels of evaluation of student work inside or outside of class time on a regular basis.
- d) The laboratory course requires the instructor to see that it is related to and correlated with lectures on professional/technical skills, and supplemented with appropriate assigned texts (such as textbooks and program manuals).
- e) Compliance with the four criteria above is documented in the course outline of record.
- f) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

4. Activity Laboratory courses

- Twenty-two weekly minutes of preparation for each weekly hour of classroom instruction.
- 0.6818 LHE per classroom contact hour

Typically such activity laboratory courses have as a primary function the development and practice of physical skills and the proper use of fitness equipment as the final outcome of the course.

Criteria for determining an activity skills laboratory course are as follows:

- a) The laboratory course requires the active continuing presence, physical or virtual (in the case of online or video conference modes of delivery), of the instructor with ongoing involvement in demonstrating these skills, or assisting the students in developing them.
- b) The laboratory course requires minimal student preparation from text and lecture material, but may require practice of the skills learned, prior to and after each session.
- c) The laboratory course requires minimal levels of evaluation of student work outside of class time.
- d) Compliance with the three criteria above is documented in the course outline of record.

- e) The laboratory course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 2.2 STANDARDS FOR PERFORMANCE FACTORS (DANCE, DRAMA, MUSIC), LECTURE AND LABORATORY

DANCE COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected dance courses:

Choreography and Music:

- Create all new choreography every semester.
- Research and select appropriate music.
- Purchase and personally maintain a music library of this literature.

Costuming:

- Select and provide costuming for all students, ensure that each student has the correct size, distribute, collect and maintain the costumes, and ensure that each student pays for costumes when appropriate.
- Secure costumes for each choreographed dance (averaging 15 different sets of costumes per show, totaling over 100 costumes).

Performances:

- Hold auditions.
- Supervise performances, and technical and dress rehearsals.
- Supervise dance showings of works-in-progress.

Publishing:

- Publish researched program.
- Video record and distribute recordings to students and public.

Technical:

- Design, manage, and coordinate technical needs (lighting, stage, sound, etc.) for all performances.
- Edit audio for concerts.

Programming:

- Design concert programming to accommodate diverse dance styles.
- Program transitions to allow students time to change costumes and prepare for the next dance piece.
- Maintain quality of dance presentations.

Student Choreography:

- Supervise student choreographers.
- Hold choreography auditions.
- Mentor student choreographers.

Publicity:

- Design poster and postcard mailers, update mailing list, and coordinate mailing.
- Coordinate news releases with the MCC Public Information Office.

DRAMA COURSES (SELECTED)

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected drama courses:

Pre-show (Previous Year)

- Research and select appropriate scripts for a balanced season.
- Enquire with performance rights holders about play availability for performance, contractually secure permission for dates of performances, order appropriate number of scripts.
- Develop production budget and designate allocations for designers and materials for each area of each of the four productions.
- Research background of plays, including style, language, history of past productions (if a classic), and historical content.
- Recruit and hire costume, set, property, makeup, lighting and sound designers.
- Recruit and hire additional contract workers such as: scenic painters, carpenters, and stitchers.

Pre-show (Same Year):

- Create directorial concept that unifies design and imparts a message.
- Appoint a stage manager and assistant stage manager.
- Enter the production in the Kennedy Center/American College Theatre Festival (KC/ACTF) and arrange to have respondents attend the production.
- Conduct design meetings to coordinate efforts.
- Organize, coordinate and publicize pre-auditions, auditions and call-backs, and make perusal scripts available in both libraries and in the theatre.
- Coordinate poster design and production.
- Cast the play, put it on the "actor's hotline" and post a cast list.
- Block (stage) actor movement, create scenic composition.
- Break the script down into "beats. "

Production Activities:

- Work with Admissions and Records to set a dynamic late date.
- Manage props.
- Arrange with costume designer and PIO to take publicity photos.

- Supervise program development including photos, special thanks, director's notes, and required information such as rights holders names, sponsors, and KC/ACTF.
- Manage budget including payment of personnel.
- Manage publicity.
- Perform multi-media editing.
- Arrange for production photos.
- Update website with publicity information on the show.
- Develop and set up special production-related lobby displays.
- Run tech week, usually involving 6-7 hour rehearsals nightly.
- Supervise performances.
- Coordinate box office activities.
- Coordinate with Campus Police.
- Manage post-production activities.
- Participate in strike including dismantling the set, getting the costumes cleaned and put away, and properties returned to their appropriate areas.
- Ensure that the facility is cleaned and returned to better than its pre-run state.
- Arrange and facilitate the post-performance talkbacks with the audience.

MUSIC COURSES (SELECTED)

EITHER

- *Two hours twenty minutes of preparation for each weekly hour of classroom instruction.*
- *1.6667 LHE per classroom contact hour, lecture and laboratory*

OR

- *Two hours of preparation for each weekly hour of classroom instruction.*
- *1.500 LHE per classroom contact hour, lecture and laboratory*

OR

- *One hour twenty-four minutes of preparation for each weekly hour of classroom instruction.*
- *1.2000 LHE per classroom contact hour, lecture and laboratory*

Preparation activities for the selected music courses:

Repertoire and Inventory:

- Research, purchase, study, and program all new literature each semester, and personally maintain a site library of this literature, including, in some cases, a diverse set of parts for various instruments for each composition.
- Write and edit musical arrangements.
- Select literature that is appropriate to the requirements of transfer institutions.

Travel with groups of students:

- Set up appropriate performance venues.
- Arrange for transportation, lodging, meals, etc.
- Provide 24-hour supervision.

Publications:

- Research and publish program for each formal concert production.
- Produce audio and video recordings.
- Create, execute and manage marketing plan, press releases, and mailing lists.
- Edit post-production media, e.g. CDs, DVDs and broadcast programs.

Technical:

- Design and manage technical requirements of each concert (sound reinforcement, lighting, etc.).
- Produce studio recording for in-concert use.
- Supervise high-tech installation to prepare for concert.

Costuming:

- Select and provide uniform costuming for all students,
- Ensure that each student has the correct size, distribute, collect, and maintain the costumes, and ensure that each student pays for costumes when appropriate.

Coaching (Outside Rehearsals):

- Conduct rehearsals that are outside of the class hours to focus on subgroups with specific functions, e.g. vocal sections, rhythm sections, instrumental sections.
- Contract and/or rehearse accompanying instrumentalists.
- Arrange for private instructors for each student.
- Organize recitals coordinating multiple teachers and accompanists.
- Collate reports from individual teachers for final reporting.
- Collaborate with other disciplines.
- Arrange and run production meetings.
- Conduct auditions.
- Recruit.

Final Performance:

- Artistically integrate with every performance, utilizing the students as the conductor's instrument so that the instructor performs along with the students.
- Inspire and insist upon excellence from each and all students, as student failure is not an option when public performance is involved.
- Oversee capstone performance environment such as lighting, stage design, coordinating audio and video recordings and the packaging them for distribution.

APPENDIX 2.3 STANDARDS FOR NONCREDIT COURSE WORKLOAD FACTORS, LECTURE AND LABORATORY

EITHER

- *Fifteen minutes of preparation for each weekly hour of classroom instruction.*
- *0.6250 LHE per classroom contact hour, lecture and laboratory*

OR

- *Forty minutes of preparation for each weekly hour of classroom instruction.*
- *0.8333 LHE per classroom contact hour, lecture and laboratory*

Criteria for 0.8333 LHE Factor for noncredit courses:

Such courses, in addition to requiring planning and more than general preparation on the part of the instructor, also require that the student learn basic skills in order to be an effective participant in the class.

Typically such courses have as a primary function the teaching of concepts rather than skills development as the final outcome of the class.

Criteria for determining an extensive preparation and student evaluation course are as follows:

- The course requires extensive student preparation from text and lecture material prior to and after each session.
- The course requires evaluation of student work outside of class time on a regular basis.
- The course requires extensive theoretical content supplemented with appropriate assigned texts.
- Compliance with the three criteria above is documented in the course outline of record.
- The course requires that instructors are involved with professional development in order to maintain proficiency in the areas covered.

APPENDIX 3: TABLES OF CURRENT WORKLOAD FACTORS

Refer to Articles C.3.5 and C.3.6.

CLASSROOM PERFORMANCE FACTORS

<i>Performance Factor</i>	<i>WFCH for full load</i>	<i>Applies to</i>
1.667	9	DNCE 200 (LEC+LAB) DNCE 201 (LEC+LAB) DNCE 202 (LEC+LAB) DNCE 203 (LEC+LAB) DNCE 204 (LEC+LAB) DNCE 205 (LEC+LAB) DNCE 206 (LEC+LAB) DNCE 207 (LEC+LAB) DNCE 214 (LEC+LAB) DNCE 215 (LEC+LAB) DNCE 260 (LEC+LAB) DNCE 263 (LEC+LAB) DNCE 265 (LEC+LAB) MUS 152 (LEC+LAB) MUS 165 (LEC+LAB) MUS 166 (LEC+LAB)
1.500	10	DNCE 179 (LEC+LAB) MUS 150 (LEC+LAB) MUS 161 (LEC+LAB) MUS 164 (LEC+LAB) MUS 170 (LEC+LAB)
1.200	12.5	DRAM 271 (LEC+LAB) DRAM 272 (LEC+LAB) MTEC 141 (LEC+LAB) MUS 175 (LEC+LAB) MUS 260 (LEC+LAB)

CLASSROOM DISCIPLINE FACTORS

<i>Discipline Factor</i>	<i>WFCH for full load</i>	<i>Applies to</i>
1.000	15	all assignments not otherwise listed
0.833	18	ART (LAB ONLY) DNCE (LAB ONLY) HSAGT (LEC+LAB) HSECN (LEC+LAB) HSENG (LEC+LAB) HSIFA (LEC+LAB) HSMTH (LEC+LAB) HSSCI (LEC+LAB) HSUSH HSWFP (LEC+LAB) NCABE (LEC+LAB) NCESL (LEC+LAB) NCWFP (LEC+LAB) NCVOC (LEC+LAB) NCWFP
0.750	20	ATHL (LAB ONLY) AUTO (LAB ONLY) HORT (LAB ONLY) KINE (LAB ONLY) MAT (LAB ONLY)
0.682	22	HEAL (LAB ONLY)
0.625	24	NCHLT (LEC+LAB) NCPAR (LEC+LAB) NCSPC (LEC+LAB) NCART (LEC+LAB) NCHAS (LEC+LAB) NCMUS (LEC+LAB) NCPSY (LEC+LAB) NCWRT (LEC+LAB)
0.375	40	REASSIGNED DUTIES (CONTRACTUAL) LEAVES (CONTRACTUAL)

NON-CLASSROOM DISCIPLINE FACTORS

<i>Discipline Factor</i>	<i>WFCH for full load</i>	<i>Applies to</i>
0.600	25	COUNSELING HOURS LIBRARY HOURS

APPENDIX 4: REASSIGNED TIME PROCEDURES FOR CTE DUTIES

See also Article E.3.

APPENDIX 4.1 VALIDATION PROCEDURE FOR CTE REASSIGNED TIME

- 1) The CTE Dean will notify all CTE faculty of the opportunity to submit the CTE Duties Reassigned Time Request Form by the end of the fall semester for the following academic year.
- 2) After discussing with departmental colleagues including the Chair, faculty member completes the CTE Duties Reassigned Time Request Form by doing the following:
 - a) Open the CTE Duties Reassigned Time Request Form Excel workbook (to be sent as an attachment by the CTE Dean).
 - b) Fill in the Faculty Member Name, CTE Duties Performed by Faculty in the Following Program(s), and Date Submitted for Validation by CTE Dean. Note: Faculty will submit one CTE Reassigned Time Duties Request Form for all the programs in which they complete CTE duties.
 - c) Review the Range of CTE Duties Possible list (Column A). Note that these duties may not be edited and new duties may not be added (except as defined below in Step g).
 - d) For each possible duty, indicate the projected hours that each CTE duty will take you to actually complete (Column B) for the coming academic year (both fall and spring semesters). Note: single whole hours must be entered in this column (not a range of hours or increments of an hour) and if a duty is not to be performed a zero (0) should be entered.
 - e) Enter any relevant Notes (Column C).
 - f) Verify that the total hours to be validated, as shown in cell B45, is correct.
 - g) Enter hours and notes for any one time or program specific CTE duties not listed in Column A in cell B47. If hours are entered in this category it is suggested that a discussion with the CTE Dean occur regarding possible ways to fund these duties out of a separate budget.
 - h) Faculty may choose to balance their reassigned time amount (take a different amount each semester) at their option.
 - i) If your Dean is a Dean other than the CTE Dean, consult your Dean and ask for feedback and agreement on the total hours you will be submitting to the CTE Dean for validation.

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- 3) Submit this form electronically to the CTE Dean for validation by Wednesday of “flex” week before the first week of classes in the spring semester for the following academic year. Note that all submitted forms will be made available for viewing after the process has concluded.
- 4) The CTE Dean will review the submission and let the faculty member know by Friday of the first week of classes if the hours have been validated as submitted or not.
- 5) If the hours have been validated they will be forwarded to the Office of Instruction who will use the CTE Duties Reassigned Time Program Allocation workbook to assign reassigned time based upon the division of individual hours validated by total hours validated multiplied by reassigned time available. This will occur after all hours have been validated (see Step 8 below).
- 6) If the hours have not been validated the faculty member and CTE Dean will meet by Friday of the second week of classes to resolve the difference. If the faculty member has a Dean other than the CTE Dean, this Dean may be invited to this meeting. If the difference is resolved, Step 4 will be completed. If not, Step 7 will be invoked at the faculty member’s option.
- 7) If after meeting with the CTE Dean the difference is not resolved, the faculty member may either choose to agree to the CTE Dean’s determination of hours or may choose to request a hearing from the CTE Reassigned Time Mediation Ad Hoc Group by notifying the current Chair of CNC. The request for a hearing must be made not later than Monday of the third week of classes and the hearing must be completed not later than Friday of the third week of classes. The CTE Reassigned Time Mediation Ad Hoc Group will be comprised of two instructional Deans other than the CTE Dean (as determined by the Vice President, Instructional Services) and two CTE faculty members currently serving on CNC. The faculty member will present their case and supporting documentation and may also have a peer resource of their choice present. The CTE Dean may also choose to attend and present their case. After the faculty member and CTE Dean leave, the CTE Reassigned Time Mediation Ad Hoc Group will review all submitted information and make a recommendation to the Vice President, Instructional Services on how many hours should be validated. The Vice President, Instructional Services will review this information and make a decision within three working days of receiving the recommendation and that decision will be final with no further appeal opportunities available.
- 8) By Friday of the fourth week of classes, the Office of Instruction will, with all CTE Reassigned Time Duties request forms validated, calculate the final LHE assignments for the following academic year for each faculty member. The CTE Dean will notify all requesting CTE faculty of the final reassigned time allocations. Reassigned time amounts will be in effect for the next academic year (fall and spring semesters) and may not be changed after this point. This will assist faculty in preparing their schedules.
- 9) Requests for CTE program reassigned time outside of the above process will not be

granted, including late requests. If a faculty member wishes to appeal for CTE program reassigned time after this process has been completed they will need to wait until the following spring semester.

- 10) The CTE Dean will provide to the Faculty Assembly president a table showing the reassigned time allocated to each CTE faculty member for the next academic year. The Faculty Assembly president will verify that the total reassigned time conforms to agreements with the District.
- 11) Each year, the process described above will be repeated. Any needed changes to the CTE Duties Reassigned Time Request Form will be determined by the CTE dean through mutual agreement or negotiation with the Faculty Assembly.

APPENDIX 4.2: CRITERIA FOR VALIDATING CTE DUTIES

The criteria for validating CTE duties shall be based on the following list:

Career Preparation and Workforce Development

- Develop and revise membership of advisory committees.
- Plan for and conduct advisory committees meetings.
- Implement advisory committee recommendations and workforce training needs.
- Provide industry contacts and liaison with employers (workforce skills).
- Advise students with respect to career ladders based on their professional history.
- Update counselors on employment trends, emerging opportunities, and curriculum changes.
- Accept and disseminate job postings from local employers.
- Provide job referrals/matches.
- Procure educational training sites, placement and supervision of students, contract maintenance, and evaluation of sites.
- Provide information regarding specialized training for associate faculty to meet required certifications.
- Provide workshops and training for instructors at local feeder schools.
- Provide training for area employers and preceptors.
- Disseminate information and referrals for community inquiries regarding industry practices and services.
- Write and coordinate grants.
- Create and maintain specialized certificate.

Regulatory Compliance

- Ensure compliance with state and national licensing requirements.

- Maintain currency and educate faculty regarding state and national standards and ensure compliance to standards by all faculty and students.
- Apply for and maintain ongoing accreditation.

Unique Learning Environments

- Evaluate, purchase, and install industry relevant hardware and software.
- Provide tours to industry/academic/government partners.
- Coordinate student competitions with industry judges to provide real-world feedback and external motivation.

Marketing and Community Outreach

- Conduct workshops and presentations for various partners.
- Develop and maintain tech-prep articulation agreements with local feeder schools.
- Solicit funds from local business organizations for equipment donations, student scholarships, and grants.
- Coordinate industry-specific job fairs, networking, and open house events.

APPENDIX 5: TABLES OF REASSIGNED TIME AND STIPENDS

APPENDIX 5.1 REASSIGNED TIME FOR SPECIAL PROGRAM COORDINATORS AND INSTRUCTIONAL COORDINATORS

For general provisions, refer to Article C.4.3.

Program Coordinators (Special Programs)

Position	Reassigned Time (FTE per semester)
Coordinator, Honors Scholar Program	0.40
Co-Coordinator, Puente (Instruction)	0.20
Co-Coordinator, Puente (Student Services)	0.50

Instructional Coordinators

Position	Reassigned Time (FTE per semester)
Director, Child Development Center	0.60
Coordinator, San Elijo Math Learning Center	0.20
Coordinator(s), International Language Labs	0.30*
Coordinator(s), CLC Computer Lab	0.20**

*May be distributed between Oceanside and San Elijo

**May be split between two coordinators

Appendix 5.1.1 Summer Compensation for Faculty Special Program and Instructional Coordinators

The compensation provided for special program coordinators, and instructional coordinators during the summer shall be as shown in the table below, with hours paid at the applicable non-contractual rate.

Position	Compensation (hours)
Coordinator, Honors Scholar Program	132
Director, Licensed Vocational Nursing	99

APPENDIX 5.2 REASSIGNED TIME FOR DEPARTMENT CHAIRS

Based on the criteria established in Article E.2, department chair reassigned time for 2015/16 is as follows:

Departments	Reassigned Time FTE
Art, Biological Sciences, Counseling, International Languages, Letters (Transfer), Math, Nursing and Allied Health	0.60
Business, Chemistry, Social Science	0.50
History, Kinesiology, Health and Nutrition, Library, Music, Noncredit ESL, Physical Sciences, Psychology	0.40
Adult High School Diploma Program, Communication Studies	0.30
Automotive Technology, Child Development, Computer Science, Computer Studies, Dance, Design, Horticulture and Hospitality, Letters (Pre-Transfer), Media Arts and Technologies, Philosophy and Religious Studies, Sociology, Theatre and Film	0.20
Administration of Justice, Biotechnology, Business and Medical Office Technology, Credit ESL	0.10

Appendix 5.2.1 Department Chair Summer Stipends

Department	Spring 2015 WFCH	Summer 2015 Stipend (hours*)
Administration of Justice	39	33
Adult High School Diploma Program	168	52
Art	349	93
Automotive Technology	80	33
Biological Sciences	326	88
Biotechnology	30.5	33
Business	230	66
Business and Medical Office Technology	35	33
Chemistry	258	72
Child Development	112	39
Communication Studies	153	49
Computer Science	70	33
Computer Science Information Technology	104.5	38
Credit ESL	59	33
Design	62	33
Dance	84.5	33
History	156	49
Horticulture and Hospitality	70	33
International Languages	314	85
Kinesiology, Health and Nutrition	224.5	65
Letters (Pre-Transfer)	100	37
Letters (Transfer)	411.5	107
Mathematics	549	138
Media Arts and Technologies	117	40
Music	160	50
Noncredit ESL	240	68
Nursing and Allied Health	176.5	54
Philosophy and Religious Studies	78	33
Physical Sciences	198	59
Psychology	203	60
Social Sciences	223	64
Sociology	96	36
Theatre and Film	123	42

*Non-contractual, non-teaching hours (not capped at step 10). Divide stipend hours by 33 to convert to LHE.

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Note: Because of the July 1, 2015 changeover between MOU 13-01 and the new contract, chairs of the Counseling and Library departments will receive 50% of the stipend provided under MOU 13-01 in June 2015, and 50% of the stipend prescribed in article E.2.3 in July 2015. Beginning July 1, 2015, any extended contract scheduled will include reassigned time as specified in article E.2.1. In future years, summer stipends for these departments will be provided as prescribed by the formula in article E.2.3.

Department	Spring 2015 FTEF	Summer 2015 Stipend (hours*)
Counseling	—	June 2015: 44
	19.53	July 2015: 26.5
Library	—	June 2015: 24
	12.30	July 2015: 18.5

*Non-contractual, non-teaching hours (not capped at step 10). Divide stipend hours by 33 to convert to LHE.

APPENDIX 6: QUALIFICATIONS FOR FACULTY SALARY SCHEDULE CLASSES

APPENDIX 6.1: CALCULATION AND CREDITING OF UNITS

Quarter hours are equivalent to two-thirds of a semester hour. Fractional parts of units are not converted to a whole unit. However, fractional parts of units may be combined to equal one full unit.

For purposes of employment, salary placement, and any other accrued benefits of recognition, all degrees and/or college units shall be measured against the following definition of “accredited institution”:

An accredited institution shall be any institution of higher education which is accredited by one of the six nationally recognized, regional accrediting associations: Middle States Association of Colleges and Secondary Schools; New England Association of Schools and Colleges; North Central Association of Colleges and Secondary Schools; Northwest Association of Schools and Colleges; Southern Association of Colleges and Schools; Western Association of Schools and Colleges.

Institutions such as vocational or professional schools or foreign institutions of higher education shall be considered accredited if they have been accredited by the recognized organization charged with accrediting such special types of institutions.

Degrees or units from foreign universities or from specialized educational institutions shall be subject to determination of equivalency by the superintendent/president.

APPENDIX 6.2: CLASSES FOR NON-CTE (NON-VOCATIONAL) TEACHING POSITIONS

CLASS I:

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California Community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS II:

Master's or Baccalaureate Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS III:

A Master's Degree with a total of 48 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS IV:

A Master's Degree with a total of 60 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS V:

A Master's Degree with a total of 72 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program.

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

CLASS VI:

An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to provide service in the position or teach in the discipline to which assigned, or the California community college credential required to provide service in the position or teach in the discipline to which assigned.

APPENDIX 6.3: CLASSES FOR CAREER TECHNICAL EDUCATION (VOCATIONAL) POSITIONS

CLASS I:

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or possession of a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS II:

Completion of 12 units of coursework in the discipline to which assigned

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS III:

An Associate Degree plus 12 units of coursework taken after completion of the A.A./A.S. requirements in or related to the discipline to which assigned

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS IV:

A Baccalaureate Degree plus 24 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS V:

A Master's Degree plus 36 semester units of upper division or graduate coursework taken after completion of the B.A./B.S. requirements in or related to the discipline to which assigned AND/OR as part of a graduate degree program

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

CLASS VI

An earned Doctorate from an accredited institution or foreign equivalent

AND

Possession of the minimum qualifications or equivalent required to teach in the discipline to which assigned, or a California community college credential issued on the basis of occupational experience in the discipline to which assigned.

APPENDIX 7: FACULTY SALARY SCHEDULES

APPENDIX 7.1: ANNUAL CONTRACTUAL FACULTY SALARY SCHEDULES

The following tables specify the annual full-time salary schedules for 2015/16, 2016/17, and 2017/18. Refer to Article D.1.0.

2015/16 Annual Salary Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	69,125	71,679	74,239	76,798	79,357	81,917
2	72,880	75,440	77,997	80,553	83,113	85,672
3	76,637	79,195	81,752	84,310	86,868	89,429
4	80,391	82,952	85,510	88,067	90,626	93,186
5	84,149	86,707	89,265	91,822	94,381	96,941
6	87,904	90,462	93,020	95,579	98,139	100,698
7	91,660	94,219	96,776	99,334	101,890	104,450
8	95,416	97,976	100,534	103,093	105,651	108,210
9	99,174	101,731	104,287	106,846	109,406	111,966
10	102,928	105,487	108,045	110,604	113,161	115,721
11	106,687	109,242	111,802	114,360	116,920	119,480
12	110,444	112,999	115,557	118,115	120,675	123,235
13	114,199	116,754	119,313	121,873	124,430	126,990
14	117,956	120,511	123,067	125,626	128,185	130,746
15	121,698	124,253	126,810	129,376	131,936	134,495
16	122,444	124,999	127,555	130,120	132,680	135,240
17	123,189	125,745	128,301	130,866	133,425	135,985
18	123,934	126,489	129,046	131,612	134,170	136,730
19	124,679	127,234	129,791	132,356	134,915	137,475
20	125,424	127,979	130,537	133,102	135,661	138,220
21	126,170	128,725	131,281	133,846	136,406	138,966
22	126,915	129,470	132,027	134,591	137,150	139,710
23	127,660	130,215	132,771	135,337	137,896	140,455
24	128,405	130,960	133,517	136,082	138,641	141,202
25	129,149	131,704	134,262	136,827	139,386	141,946
26	129,896	132,451	135,006	137,571	140,131	142,691
27	130,641	133,196	135,753	138,318	140,876	143,435
28	131,385	133,940	136,497	139,063	141,622	144,182
29	132,130	134,685	137,242	139,807	142,367	144,927
30	132,876	135,432	137,987	140,553	143,111	145,671

2016/17 Annual Salary Schedule

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STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	70,162	72,754	75,353	77,950	80,547	83,146
2	73,973	76,572	79,167	81,761	84,360	86,957
3	77,787	80,383	82,978	85,575	88,171	90,770
4	81,597	84,196	86,793	89,388	91,985	94,584
5	85,411	88,008	90,604	93,199	95,797	98,395
6	89,223	91,819	94,415	97,013	99,611	102,208
7	93,035	95,632	98,228	100,824	103,418	106,017
8	96,847	99,446	102,042	104,639	107,236	109,833
9	100,662	103,257	105,851	108,449	111,047	113,645
10	104,472	107,069	109,666	112,263	114,858	117,457
11	108,287	110,881	113,479	116,075	118,674	121,272
12	112,101	114,694	117,290	119,887	122,485	125,084
13	115,912	118,505	121,103	123,701	126,296	128,895
14	119,725	122,319	124,913	127,510	130,108	132,707
15	123,523	126,117	128,712	131,317	133,915	136,512
16	124,281	126,874	129,468	132,072	134,670	137,269
17	125,037	127,631	130,226	132,829	135,426	138,025
18	125,793	128,386	130,982	133,586	136,183	138,781
19	126,549	129,143	131,738	134,341	136,939	139,537
20	127,305	129,899	132,495	135,099	137,696	140,293
21	128,063	130,656	133,250	135,854	138,452	141,050
22	128,819	131,412	134,007	136,610	139,207	141,806
23	129,575	132,168	134,763	137,367	139,964	142,562
24	130,331	132,924	135,520	138,123	140,721	143,320
25	131,086	133,680	136,276	138,879	141,477	144,075
26	131,844	134,438	137,031	139,635	142,233	144,831
27	132,601	135,194	137,789	140,393	142,989	145,587
28	133,356	135,949	138,544	141,149	143,746	146,345
29	134,112	136,705	139,301	141,904	144,503	147,101
30	134,869	137,463	140,057	142,661	145,258	147,856

2017/18 Annual Salary Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	70,864	73,482	76,107	78,730	81,352	83,977
2	74,713	77,338	79,959	82,579	85,204	87,827
3	78,565	81,187	83,808	86,431	89,053	91,678
4	82,413	85,038	87,661	90,282	92,905	95,530
5	86,265	88,888	91,510	94,131	96,755	99,379
6	90,115	92,737	95,359	97,983	100,607	103,230
7	93,965	96,588	99,210	101,832	104,452	107,077
8	97,815	100,440	103,062	105,685	108,308	110,931
9	101,669	104,290	106,910	109,533	112,157	114,781
10	105,517	108,140	110,763	113,386	116,007	118,632
11	109,370	111,990	114,614	117,236	119,861	122,485
12	113,222	115,841	118,463	121,086	123,710	126,335
13	117,071	119,690	122,314	124,938	127,559	130,184
14	120,922	123,542	126,162	128,785	131,409	134,034
15	124,758	127,378	129,999	132,630	135,254	137,877
16	125,524	128,143	130,763	133,393	136,017	138,642
17	126,287	128,907	131,528	134,157	136,780	139,405
18	127,051	129,670	132,292	134,922	137,545	140,169
19	127,814	130,434	133,055	135,684	138,308	140,932
20	128,578	131,198	133,820	136,450	139,073	141,696
21	129,344	131,963	134,583	137,213	139,837	142,461
22	130,107	132,726	135,347	137,976	140,599	143,224
23	130,871	133,490	136,111	138,741	141,364	143,988
24	131,634	134,253	136,875	139,504	142,128	144,753
25	132,397	135,017	137,639	140,268	142,892	145,516
26	133,162	135,782	138,401	141,031	143,655	146,279
27	133,927	136,546	139,167	141,797	144,419	147,043
28	134,690	137,308	139,929	142,560	145,183	147,808
29	135,453	138,072	140,694	143,323	145,948	148,572
30	136,218	138,838	141,458	144,088	146,711	149,335

APPENDIX 7.2: HOURLY NON-CONTRACTUAL COMPENSATION SCHEDULES

The following tables specify the hourly non-contractual compensation schedules for 2015/16, 2016/17 and 2017/18. These tables are based on the annual salary schedules and calculated as described in Article D.2. For compensation per LHE, the appropriate hourly rate is multiplied by the appropriate number of hours as prescribed in Articles D.2.2 through D.2.4.

2015/16 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	34.73	36.02	37.30	38.59	39.88	41.16
2	36.62	37.91	39.19	40.48	41.76	43.05
3	38.51	39.79	41.08	42.36	43.65	44.94
4	40.40	41.68	42.97	44.25	45.54	46.82
5	42.28	43.57	44.85	46.14	47.43	48.71
6	44.17	45.46	46.74	48.03	49.31	50.60
7	46.06	47.34	48.63	49.91	51.20	52.48
8	47.95	49.23	50.52	51.80	53.09	54.37
9	49.83	51.12	52.40	53.69	54.97	56.26
10	51.72	53.01	54.29	55.58	56.86	58.15
11	53.61	54.89	56.18	57.46	58.75	60.04
12	55.50	56.78	58.07	59.35	60.64	61.92
13	57.38	58.67	59.95	61.24	62.52	63.81
14	59.27	60.56	61.84	63.13	64.41	65.70
15	61.15	62.44	63.72	65.01	66.30	67.58
16	61.53	62.81	64.09	65.38	66.67	67.96
17	61.90	63.19	64.47	65.76	67.04	68.33
18	62.28	63.56	64.84	66.13	67.42	68.70
19	62.65	63.93	65.22	66.51	67.79	69.08
20	63.02	64.31	65.59	66.88	68.17	69.45
21	63.40	64.68	65.97	67.26	68.54	69.83
22	63.77	65.06	66.34	67.63	68.92	70.20
23	64.15	65.43	66.72	68.00	69.29	70.58
24	64.52	65.81	67.09	68.38	69.67	70.95
25	64.90	66.18	67.46	68.75	70.04	71.33
26	65.27	66.55	67.84	69.13	70.41	71.70
27	65.65	66.93	68.21	69.50	70.79	72.07
28	66.02	67.30	68.59	69.88	71.16	72.45
29	66.39	67.68	68.96	70.25	71.54	72.82
30	66.77	68.05	69.34	70.63	71.91	73.20

2016/17 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	35.26	36.56	37.86	39.17	40.47	41.78
2	37.17	38.48	39.78	41.08	42.39	43.69
3	39.09	40.39	41.70	43.00	44.30	45.61
4	41.00	42.31	43.61	44.92	46.22	47.53
5	42.92	44.22	45.53	46.83	48.14	49.44
6	44.83	46.14	47.44	48.75	50.05	51.36
7	46.75	48.05	49.36	50.66	51.97	53.27
8	48.66	49.97	51.27	52.58	53.88	55.19
9	50.58	51.89	53.19	54.49	55.80	57.10
10	52.50	53.80	55.11	56.41	57.71	59.02
11	54.41	55.72	57.02	58.33	59.63	60.94
12	56.33	57.63	58.94	60.24	61.55	62.85
13	58.24	59.55	60.85	62.16	63.46	64.77
14	60.16	61.46	62.77	64.07	65.38	66.68
15	62.07	63.37	64.68	65.98	67.29	68.60
16	62.45	63.75	65.06	66.36	67.67	68.98
17	62.83	64.13	65.44	66.74	68.05	69.36
18	63.21	64.51	65.82	67.13	68.43	69.74
19	63.59	64.89	66.20	67.50	68.81	70.12
20	63.97	65.27	66.58	67.89	69.19	70.50
21	64.35	65.65	66.96	68.26	69.57	70.88
22	64.73	66.03	67.34	68.64	69.95	71.26
23	65.11	66.41	67.72	69.02	70.33	71.64
24	65.49	66.79	68.10	69.40	70.71	72.02
25	65.87	67.17	68.48	69.78	71.09	72.40
26	66.25	67.55	68.86	70.16	71.47	72.78
27	66.63	67.93	69.24	70.55	71.85	73.16
28	67.01	68.31	69.62	70.93	72.23	73.54
29	67.39	68.69	70.00	71.30	72.61	73.92
30	67.77	69.07	70.38	71.69	72.99	74.30

2017/18 Hourly Non-Contractual Compensation Schedule

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI
1	35.61	36.92	38.24	39.56	40.88	42.20
2	37.54	38.86	40.18	41.49	42.81	44.13
3	39.48	40.80	42.11	43.43	44.75	46.07
4	41.41	42.73	44.05	45.37	46.68	48.00
5	43.35	44.66	45.98	47.30	48.62	49.94
6	45.28	46.60	47.92	49.24	50.55	51.87
7	47.22	48.53	49.85	51.17	52.49	53.80
8	49.15	50.47	51.79	53.11	54.42	55.74
9	51.09	52.40	53.72	55.04	56.36	57.68
10	53.02	54.34	55.66	56.97	58.29	59.61
11	54.96	56.27	57.59	58.91	60.23	61.55
12	56.89	58.21	59.53	60.84	62.16	63.48
13	58.83	60.14	61.46	62.78	64.10	65.42
14	60.76	62.08	63.39	64.71	66.03	67.35
15	62.69	64.01	65.32	66.64	67.96	69.28
16	63.07	64.39	65.71	67.03	68.35	69.67
17	63.46	64.77	66.09	67.41	68.73	70.05
18	63.84	65.16	66.47	67.80	69.11	70.43
19	64.22	65.54	66.86	68.18	69.50	70.82
20	64.61	65.93	67.24	68.56	69.88	71.20
21	64.99	66.31	67.63	68.95	70.27	71.58
22	65.38	66.69	68.01	69.33	70.65	71.97
23	65.76	67.08	68.39	69.72	71.03	72.35
24	66.14	67.46	68.78	70.10	71.42	72.74
25	66.53	67.84	69.16	70.48	71.80	73.12
26	66.91	68.23	69.54	70.87	72.18	73.50
27	67.30	68.61	69.93	71.25	72.57	73.89
28	67.68	69.00	70.31	71.63	72.95	74.27
29	68.06	69.38	70.70	72.02	73.34	74.66
30	68.45	69.76	71.08	72.40	73.72	75.04

APPENDIX 8: FACULTY SERVICE AREAS (FSAs)

Refer to Article G.2.

APPENDIX 8.1: TABLES OF FACULTY SERVICE AREAS

In the following tables,

- The “Discipline/Minimum Qualifications” column lists the state discipline(s) that establish minimum qualifications for the FSA.
- The “M?” column indicates whether the state discipline is master’s or non-master’s. “Y” indicates a discipline requiring a master’s degree, a blank indicates that a master’s degree is not required.
- The “Subject/Course Area” column for classroom FSAs lists the designators or courses that satisfy the competency requirements for the FSA.

Appendix 8.1.1: Classroom FSAs

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Administration of Justice	Administration of Justice	Administration of Justice		ADM (all)
Adult High School Diploma Program	Noncredit Computer Information Systems	Short-Term Vocational Education		HSWFP (all)
	Noncredit English	Basic Skills, Reading/Writing		HSENG (all), NCABE 90, 94
	Noncredit Mathematics	Basic Skills, Mathematics		HSMTH (all)
	Noncredit Social Sciences	Basic Skills, Interdisciplinary		HSAGT (all), HSECN (all), HSUSH (all), HSWHG (all)
Art	Art	Art	Y	ART (all)
Automotive Technology	Automotive Technology	Automotive Technology		AUTO (all)
Biological Sciences	Biological Sciences	Biological Sciences	Y	BIO (all)
Biotech	Biotechnology/Bioprocessing	Biotechnology		BTEC (all)
Business & Medical Office Technology	Business & Medical Office Technology	Office Technologies OR Health Information Technology		BOT (all), MAP (all)

DISTRICT/FACULTY ASSEMBLY AGREEMENT JULY 2015-JUNE 2018 (UPDATED MAY 2016)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Business Administration	Accounting	Accounting	Y*	ACCT (all)
	Business	Business	Y	BUS (all)
	Real Estate	Real Estate		REAL (all)
Career Studies	Career Counseling	Counseling	Y	CRLP (all)
Chemistry	Chemistry	Chemistry	Y	CHEM (all)
Chemistry, Physical Sciences	Physical Science	Chemistry OR Earth Science OR Physics/Astronomy	Y	PHSN (all)
Child Development	Child Development/Early Childhood Education	Child Development/Early Childhood Education	Y	CHLD (all)
	Education	Education	Y	EDUC (all)
Communication Studies	Communication Studies	Communication Studies	Y	COMM (all)
Computer Science	Computer Science	Computer Science	Y	CS (all)
Computer Studies & Information Technology	Computer Studies & Information Technology	Computer Information Systems		CSIT (all)
Counseling	General Counseling (Classroom)	Counseling	Y	COUN (all)
Dance	Dance	Dance	Y	DNCE (all)
Design	Design	Drafting OR Architecture OR Engineering Technology		DESN (all)
ESL (Credit)	ESL	ESL	Y	ACE (all), ESL (all)
History	History	History	Y	HIST (all)
Horticulture & Hospitality	Horticulture	Agricultural Production OR Ornamental Horticulture		HORT (all)
	Hospitality	Hotel and Motel Services		HOSP (all)

DISTRICT/FACULTY ASSEMBLY AGREEMENT JULY 2015-JUNE 2018 (UPDATED MAY 2016)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
International Languages	Chinese	Foreign Languages	Y	CHNS (all)
	French	Foreign Languages	Y	FREN (all)
	German	Foreign Languages	Y	GRMN (all)
	Italian	Foreign Languages	Y	ITAL (all)
	Japanese	Foreign Languages	Y	JAPN (all)
	Spanish	Foreign Languages	Y	SPAN (all)
Kinesiology, Health & Nutrition	Health	Health	Y	HEAL (all)
Kinesiology, Health & Nutrition	Kinesiology	Kinesiology	Y	KINE (all)
	Massage Therapy	Health Care Ancillaries		MASG (all)
	Nutritional Science/Dietetics	Nutritional Science/Dietetics		NUTR (all)
Letters (Pre-Transfer and Transfer)	Reading	Reading	Y	READ (all)
Letters (Pre-Transfer)	Developmental English	English	Y	ENGL (numbered 99 or lower)
	Special Education	Special Education (see Title 5, §53414)	Y	LRNS (all)
Letters (Transfer)	College Level English	English	Y	ENGL (numbered 100 or higher), LING (all), LIT (all)
	Humanities	Interdisciplinary Studies in Humanities	Y	HUMN (all)
Library	Library Science (includes classroom and non-classroom services)	Library Science	Y	LIBR (all)
Mathematics	Mathematics	Mathematics	Y	MATH (all)
Media Arts & Technologies	Media Arts & Technologies	Graphic Arts OR Media Production OR Multimedia		MAT (all)
Music	Music	Music	Y	MTEC (all), MUS (all)

DISTRICT/FACULTY ASSEMBLY AGREEMENT JULY 2015-JUNE 2018 (UPDATED MAY 2016)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Noncredit ESL	Noncredit ESL	ESL: Noncredit Instruction		NCESL (all)
Nursing & Allied Health	LVN Nursing	Licensed Vocational Nursing		NURS 170, 171, 172, 173, 274, 275
	Nursing Assistant	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 160, 163
	Nursing Prerequisites	Health Care Ancillaries OR Licensed Vocational Nursing		NURS 151, 155, 166; PHAR 100
	RN Nursing	Nursing	Y	NURS 180, 181, 182, 183, 280, 281, 283, 284, 284L, 288, 290, 296-1; PHAR 201
	Surgical Technology	Surgical Technology		SURG (all)
Philosophy & Religious Studies	Philosophy	Philosophy	Y	PHIL (all)
	Religious Studies	Religious Studies	Y	RELG (all)
Physical Sciences	Astronomy	Physics/Astronomy	Y	ASTR (all)
	Earth Science	Earth Science OR Geography	Y	EART (all)
	Geology	Earth Science	Y	GEOL (all)
	Oceanography	Earth Science	Y	OCEA (all)
	Physics	Physics/Astronomy	Y	PHYS (all)
Psychology	Gerontology	Gerontology OR Psychology	Y	GERO (all)
	Psychology	Psychology	Y	PSYC (all)
Social Sciences	Anthropology	Anthropology	Y	ANTH (all)
	Economics	Economics	Y	ECON (all)
	Geography	Geography	Y	GEOG (all)
	Political Science	Political Science	Y	PLSC (all)
Sociology	Sociology	Sociology	Y	SOC (all)

DISTRICT/FACULTY ASSEMBLY AGREEMENT JULY 2015-JUNE 2018 (UPDATED MAY 2016)

Department	Faculty Service Area	Discipline/Minimum Qualifications	M?	Subject/Course Area
Theatre & Film	Film Studies	Film Studies	Y	FILM (all)
	Theatre	Drama/Theater Arts	Y	DRAM (all)

*Refer to the Chancellor's Minimum Qualifications list for a complete description of minimum qualifications.

Appendix 8.1.2: Non-Classroom FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
Director, Child Development Center	Child Development/Early Childhood Education AND Child Development Program Director Permit	Y
DSPS Counseling	Counseling: Disabled Student Programs and Services	Y
EOPS Counseling	Counseling: EOPS	Y
General Counseling (Non-Classroom)	Counseling	Y
Learning Disabilities Specialist	Learning Disabilities: Disabled Student Programs and Services	Y
Noncredit Counseling	Counseling	Y
Transfer Counseling	Counseling	Y
Library Science (includes both classroom and non-classroom services)	Library Science	Y

Appendix 8.1.3: Faculty Director FSAs

Faculty Service Area	Discipline/Minimum Qualifications	Masters Required?
Articulation Officer	master's degree in any discipline taught at MiraCosta College	Y
Faculty Director, Career Studies & Services	Counseling	Y
Faculty Director, Disabled Student Programs & Services	Counseling: Disabled Student Programs and Services	Y
Faculty Director, Extended Opportunity Programs & Services	see Title 5, §56262*	Y
Faculty Director, Math Learning Center	Mathematics	Y
Faculty Director, Online Education	any master's degree	Y
Faculty Director, Retention Services	see Title 5, §53415*	Y
Faculty Director, Transfer Center	Counseling	Y
Faculty Director, Writing Center	English	Y

*Title 5 references are given pending incorporation into the state disciplines list.

APPENDIX 8.2: FACULTY SERVICE AREA TIMELINES

Appendix 8.2.1: Modifications to the FSA list

Timeline

1. By November 1, departments shall recommend to the Faculty Assembly any modifications, deletions or additions needed for the FSA list in Appendix 8.1. The Faculty Assembly president or designee may consult with the relevant departments to resolve any questions concerning the recommendations.
2. By December 15, new FSAs and modification or deletion of existing FSAs shall be negotiated between representatives of the Faculty Assembly and representatives of the District.
3. By January 31, negotiated changes to the FSA list shall be submitted to the Board for final approval and inclusion in Appendix 8.1 of the Faculty Assembly/District Agreement.

Competency Provisions

1. When new FSAs are established, current tenured and tenure-track faculty who would be deemed qualified and competent for the FSA as new hires shall automatically qualify for the new FSA. By February 15, the director of HR and the Faculty Assembly president, in consultation with the relevant department(s), shall determine which faculty members qualify for any newly established FSAs. Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.
2. When an existing FSA is split into two or more separate FSAs, current tenured and tenure-track faculty members in the original FSA shall automatically qualify for each of the individual FSAs resulting from the split.

Appendix 8.2.2: Timeline for individual faculty members to claim new FSAs

In consultation with the Faculty Assembly, Human Resources shall maintain a list of FSAs for which individual faculty members have demonstrated minimum qualifications and competency. Human Resources shall provide current copies of this list to the Faculty Assembly as specified in article A.2.1 of the District/Faculty Assembly Agreement.

Timeline

1. By February 1, tenured and tenure-track faculty shall submit claims for any additional FSAs for which they believe they are qualified and competent. These claims shall include evidence of competence (15 LHE in the FSA) and official transcripts from accredited institutions showing minimum qualifications for any FSA claimed, unless such transcripts are already on file with Human Resources. If the faculty member is claiming new

minimum qualifications through equivalency, the claim of minimum qualifications must go through the regular Equivalency Committee process.

2. By March 1, Human Resources will have reviewed FSA claims for qualifications and competency and notified individual faculty members and the Faculty Assembly as to whether their claim has been approved. New FSAs become effective immediately upon approval.

Faculty members who believe they have been improperly denied one or more FSAs may pursue their claim through the grievance process.

3. By March 15, any reduction in force (RIF) notices shall be distributed.

Competency Provisions

1. Courses that establish competency for FSAs are those specified in the FSA list. Courses not included in the list cannot be used to establish competency.
2. Cross-listed courses cannot be used to gain competency in a new FSA; faculty teaching cross-listed classes are presumed to be teaching in an FSA they already hold.

Appendix 8.2.3: Timeline to establish FSAs for new hires

1. At the time the job announcement for any tenure-track full-time faculty position is developed, the director of HR and the Faculty Assembly president, in consultation with the relevant or affected department(s) shall determine the FSA(s) in which the new hire will be deemed competent on hire.
2. If the position requires establishment of a new FSA, the procedure and timeline for modifications to the FSA list must be followed.

Appendix 8.2.4: Exceptions to the timelines

If necessary, exceptions to the timelines in this Appendix (excepting the March 15 deadline for reduction in force notifications) may be approved by mutual agreement between the Faculty Assembly president and the superintendent/president.

APPENDIX 9: SAMPLE INTELLECTUAL PROPERTY RIGHTS AGREEMENTS

Refer to Article L.2.0.

Form A: Work Made For Hire Agreement

This agreement made the [date] day of [month], 20[year], by and between [name of author] ("Author," and if there is more than one author then all of them collectively) and [name of District] ("District").

The author and the District agree as follows:

1. Title and Copyright Assignment

(a) Author and District intend this to be a contract for services and each considers the products and results of the services to be rendered by Author hereunder (the "Work") to be a work made for hire. Author acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of District.

(b) If for any reason the Work would not be considered a work made for hire under applicable law, Author does hereby sell, assign, and transfer to District, its successors and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world.

(c) If the Work is one to which the provisions of 17 U.S.C. §106A apply, the Author hereby waives and appoints District to assert on the Author's behalf the Author's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the Work, in any medium, for District purposes.

(d) Author agrees to execute all papers and to perform such other proper acts as District may deem necessary to secure for District or its designee the rights herein assigned.

2. Delivery of the Work

(a) The Author will deliver to the District on or before [date] the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists,

etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.

(b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Author's Warranty

The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter. The Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Author under this agreement.

5. Consideration

In consideration for delivery of the Work in accordance with the provisions of this Agreement, District shall pay Author *[amount]*.

6. Revisions

[Choose one paragraph.]

The Author shall retain the right to revise the Work *[insert time, such as at one year intervals]* during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within *[Insert length of time, such as 90]* days upon the receipt of a written request from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within *[Insert length of time, such as 90]* days after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against sums due the Author under Section 5 above,

if any, and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

or

This paragraph has been deleted because the Author's contribution is not a work expressing academic expertise requiring periodic review and revision.

7. Term and Termination

(a) This agreement shall remain in effect for *[insert length of time, such as three (3)]* years unless terminated earlier in accordance with this Section 7.

(b) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *[Insert length of time, such as sixty]* days after receipt of written notice thereof, this agreement shall terminate upon expiration of the *[Insert length of time, such as sixty]* day period.

(c) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *[Insert length of time, such as three]* year term, upon the same terms and conditions as set forth herein.

8. Options/Contracts with Third Parties

Nothing contained in Section 7 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

9. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

10. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

[Insert signature lines for author and District designee]

Form B: Contract under which Employee Keeps Copyright of the Work and Gives District a License to Use/Exploit Work

Course Materials

This Agreement made the *[date]* day of *[month]*, 20*[year]*, by and between *[name of author]* ("Author," and if there is more than one author then all of them collectively) and *[name of District]* ("District").

Recitals

The Author will be the sole contributor of copyrightable expression to the educational course materials anticipated to result from this project. The District will be contributing significant kinds and/or amounts of District resources. The Parties recognize that under law, the District is obligated to obtain appropriate consideration for the transfer of state resources. In furtherance of their mutual objectives, the Parties agree to allocate certain of their rights and responsibilities as set forth in this agreement.

The author and the District agree as follows: 1. Rights Granted

[Choose one of the following paragraphs.]

Nonprofit Educational Uses. The Author hereby grants to the District for the full term of this agreement the nonexclusive right to copy, distribute, display, perform, transmit, and publish for nonprofit educational purposes the educational course materials entitled: *[name of work]* (hereinafter called "Work").

or

Nonexclusive Commercial License. The Author hereby grants to the District for the full term of this agreement the nonexclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Paragraph 8 below, with authority to license those rights in all countries and in all languages.

or

Exclusive Commercial License. The Author hereby grants to the District for the full term of this agreement the exclusive right to copy, distribute, display, perform, transmit, publish and sell throughout the world the educational course materials entitled: *[name of work]* (hereinafter called "Work"). This license grant also includes, without limitation, the rights to the Work listed in Paragraph 8 below, with authority to license those rights in all countries and in all languages.

2. Delivery of the Work

(a) The Author will prepare and deliver to the District on or before *[date]* the completed Work (with all illustrations, charts, graphs, and other material, including syllabi, handouts, reference lists, etc., in the medium mutually agreed upon for the Work) in form and content satisfactory to the District.

(b) If the Author fails to deliver the Work on time, the District will have the right to terminate this agreement and to recover from the Author any sums or other resources advanced in connection with the Work. Upon such termination, the Author may not have the Work published elsewhere until such advances have been repaid.

3. Quoted Material

With the exception of short excerpts from others' works, which constitute *fair use*, the Work will contain no material from other copyrighted works without a written consent of the copyright holder. The Author will obtain such consents at his or her own expense after consultation with the District and will file them with the District at the time the Work is delivered. Any obligations associated with permissions will be the responsibility of the Author.

4. Publication of the Work

The Work shall be distributed, transmitted or published by the *[District/Author]* as soon as circumstances permit after receipt, at its own expense, in such manner as the *[District/Author]* shall deem appropriate.

5. Copyright Registration

The Author authorizes the District to register copyright in the Work in the Author's name in the United States and elsewhere as the District may elect.

6. Author's Warranty

(a) The Author warrants that he or she is the sole owner of the Work and has full power and authority to make this agreement; that he or she has made a good faith effort to follow the District's Intellectual Property Policy and Procedures and that the Work does not infringe any copyright, violate any property rights, or contain any scandalous, libelous, or unlawful matter.

(b) To the extent that an act of the Author that results in a claim of copyright infringement was authorized by the District's Intellectual Property Policy and Procedures, in accordance with that Policy and to the extent authorized by the Constitution and laws of the State of California, the District, will defend, indemnify and hold harmless the Author against all claims, suits, costs, damages and expenses that the Author may sustain by reason of such infringement or violation by the Work of any copyright.

(c) In all other cases, the Author will defend, indemnify, and hold harmless the District and/or its licensees against all claims, suits, costs, damages, and expenses that the District and/or its licensees may sustain by reason of any scandalous, libelous, or unlawful matter contained or alleged to be contained in the Work or any infringement or violation by the Work of any copyright or property right; and until such claim or suit has been settled or withdrawn, the District may withhold any sums due the Author under this agreement.

7. Consideration

(a) District will contribute the following resources to the creation of the Work:

[List: Materials, Hardware, Software, Technical Assistance, Other Assistance, Videotaping, Programming, Teaching Load Credit, or Funding.]

[Choose one of the following paragraphs.]

(b) The parties shall share in any revenues from the commercialization of the Work as follows: District will first recover its resource contribution in the amount of \$____, then the Parties shall share profits 50 percent to the District and 50 percent to all Authors (to be shared evenly among the Authors if more than

or

(b) The parties shall share in any revenues from the commercialization of the Work as follows: The Parties shall share profits 50 percent to the District and 50 percent to all Authors (to be shared evenly among the Authors if more than one.)

or

(b) The Parties do not anticipate commercial exploitation of the Work and so have not addressed District's recovery of its contribution or allocated royalty percentages to either Party.

8. Subsidiary Rights

[Choose the paragraph below that corresponds to the paragraph chosen for Section 1.]

Nonprofit Educational Uses. The District has been granted a limited right to use the Work for nonprofit educational purposes only and therefore does not need subsidiary rights and all such rights are retained by the Author.

or

Nonexclusive Commercial License. The District shall have the right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations,

etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

or

Exclusive Commercial License. The District shall have the sole right to license, sell, or otherwise dispose of the following rights in the Work: Publication or sale by book clubs; reprint rights; foreign rights; translation rights; publication in anthologies, compilations, digests, condensations; first and second serial rights (in one or more installments); dramatic, motion picture, and television rights; broadcast by radio; recordings; electronic, mechanical, and visual reproduction; computer programs; microprint, microfiche, and microfilm editions; syndication rights; permission rights (quotations, excerpts, illustrations, etc.); any other rights to the Work not specifically enumerated; and otherwise utilize the Work and material based on the Work.

9. Revisions

The Author shall retain the right to revise the Work [at one year intervals] during the term of this agreement in accordance with academic standards. The Author further agrees to update the Work within ninety (90) days upon the receipt of a written request

from the District. The provisions of this agreement shall apply to each revision of the Work by the Author as though that revision were the Work being published for the first time under this agreement. In the event that the Author is unable or unwilling to provide a revision within ninety (90) days after the District has requested it, or should the Author be deceased, the District may have the revision made and charge the cost against the Author's royalties and may display, in the revised Work and in advertising, the name of the person or persons who perform the revision.

10. Term and Termination

[Choose this first set of paragraphs if the District was granted an Exclusive Commercial License in Section 1.]

(a) This agreement shall remain in effect for *[insert length of time, such as three (3)]* years unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term[s] agreed upon pursuant to Section 10(d), or upon earlier termination in accordance with Sections 10(b), or

(b) the rights granted in the Work shall revert to the Author, subject to retention by the District of the nonexclusive, perpetual right and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(c) In the event that either party shall be in default of its material obligations under this agreement and shall fail to remedy such default within *[Insert length of time, such as sixty]*

days after receipt of written notice thereof, this agreement shall terminate upon expiration of the *[Insert length of time, such as sixty]* day period.

(d) The Work shall be considered to be "in use" if it is made available by District for distribution or transmission, offered for sale or licensed for distribution, transmission or sale during the term of this agreement. If the District fails to keep the Work in use and the Author makes a written request of the District to terminate this agreement, the District shall notify the Author in writing of the District's decision in the matter within *[Insert length of time, such as sixty]* days after receipt of the written request. If the District elects to keep the Work in use, it shall have *[Insert length of time, such as six]* months thereafter to comply. If the District elects not to keep the Work in use or fails to comply with the *[Insert length of time, such as six]* months deadline (unless the failure is due to circumstances beyond its control), then this agreement shall terminate.

(e) Upon the expiration of the term of this agreement, the parties may agree to renew this agreement for an additional *[insert length of time, such as three (3)]* year term, upon the same terms and conditions as set forth herein.

[Choose this second set of paragraphs if the District has either a Nonprofit Educational Use License or a Nonexclusive Commercial License in Section 1.]

(a) This Agreement shall remain in effect for *[insert length of time, such as three (3)]* year(s) unless terminated earlier in accordance with this Section 10. Upon expiration of the term and any renewal term(s) agreed upon pursuant to Section 10(c), or upon earlier termination in accordance with Section 10(b), the rights granted in the Work shall revert to the Author, subject to retention by the District of the nonexclusive, perpetual right, and license to use the Work for internal nonprofit educational purposes and to use the structure and organization of the Work as a guide for the creation of a new course.

(b) In the event that either Party shall be in default of its material obligations under this Agreement and shall fail to remedy such default within sixty (60) days after receipt of written notice thereof, this Agreement shall terminate upon expiration of the *[Insert length of time, such as sixty]* day period.

(c) Upon the expiration of the term of this Agreement, the parties may agree to renew this Agreement for an additional *[insert length of time, such as three]* year term, upon the same terms and conditions as set forth herein.

11. Options/Contracts with Third Parties

Nothing contained in Section 10 shall affect any license or other grant of rights, options, or agreements made with third parties prior to the termination date or the rights of the District in the income resulting from such agreements.

12. Amendments

The written provisions contained in this agreement constitute the sole and entire agreement made between the Author and the District concerning this Work, and any amendments to this agreement shall not be valid unless made in writing and signed by both parties.

13. Construction, Binding Effect, and Assignment

This agreement shall be construed and interpreted according to the laws of the State of California and shall be binding upon the parties hereto, their heirs, successors, assigns, and personal representatives; and references to the Author and to the District shall include their heirs, successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

[Insert signature lines for author and District designee]

APPENDIX 10: PUBLIC EMPLOYEE RELATIONS BOARD CERTIFICATION

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC EMPLOYMENT RELATIONS BOARD



Los Angeles Regional Office
700 N. Central Ave., Suite 200
Glendale, CA 91203-3219
Telephone: (818) 551-2806
Fax: (818) 551-2820



January 16, 2015

VIA US MAIL and ELECTRONIC MAIL

Charlie Ng, Vice President of Business Services
MiraCosta Community College District
One Barnard Drive
Oceanside, CA 92056

Bradley Byrom, President
MiraCosta Faculty Assembly
One Barnard Drive
Oceanside, CA 92056

Re: Case No. LA-RR-1240-E
MiraCosta Community College District

Dear Interested Parties:

Review of the proof of support submitted by MiraCosta Faculty Assembly with its Request for Recognition in the above-referenced case has resulted in the administrative determination that the support is sufficient to meet the requirements of PERB Regulation 33050(b).¹

Within 15 calendar days following service of this letter, the employer must file with this office a decision pursuant to PERB Regulation 33190. Since MiraCosta Faculty Assembly has evidenced majority support and no valid intervention has been filed, recognition must be granted unless the employer doubts the appropriateness of the unit. (Gov. Code, § 3544.1; PERB Regulation 33480.)

A petitioner may file a petition for Board investigation pursuant to PERB Regulation 33230 if an employer decision is not filed or if the employer does not request a Board investigation. Such a petition may only be filed within the 90 day period following the date an employer decision is filed or required to be filed, whichever occurs first. If no petition for Board investigation is timely filed pursuant to PERB Regulations 33190 and/or 33230, the Request for Recognition shall be deemed invalid.

¹ PERB Regulations are codified at California Code of Regulations, title 8, section 31001 et seq. The text of PERB's Regulations may be found at www.perb.ca.gov.

LA-RR-1240-E
January 16, 2015
Page 2

Please contact me at the address or telephone number shown above if you have any questions concerning this matter.

Sincerely,

A handwritten signature in blue ink that reads "Yaron Partovi".

Yaron Partovi
Regional Attorney

YP

cc: Richard J. Robertson