Collective Bargaining Agreement

between the

San Francisco Community College District

and the

American Federation of Teachers Local 2121

October 22, 2009 – June 30, 2012

AMENDED JULY 28, 2011

Collective Bargaining Agreement

Between

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

and

AMERICAN FEDERATION OF TEACHERS
LOCAL 2121

October 22, 2009

through

June 30, 2012

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A. Duration – This Agreement is between the San Francisco Community College District (hereinafter referred to as "District" or "Board") and the San Francisco Community College District Federation of Teachers, AFT, Local 2121, AFL/CIO (hereinafter referred to as "Union" or "Local") and is effective on October 22, 2009, and shall remain in full force and effect through June 30, 2012 unless otherwise indicated herein.

B. Recognition – The District confirms AFT, Local 2121, as the sole and exclusive representative of all academic employees in the San Francisco Community College District, excluding retired faculty, temporary administrators, supervisory, confidential and management employees. However, pursuant to Article 29.A, faculty employed after retirement as faculty are members of the bargaining unit during such period(s) of reemployment and shall retain those rights as enumerated in Article 29.A during such time period .

C. Unit Eligibility – The District agrees that it shall notify the Union when full-time faculty return to the unit from the supervisory unit, and when new faculty are hired. Such notification shall be given to the Union as quickly as possible, but no later than 30 working days after inclusion and/or approval by the Board of Trustees.

D. Reopeners – It is agreed by and between the District and the Union that the following specified Articles and sections of the current Collective Bargaining Agreement, as amended, shall be subject to reopener negotiations during the term of the Agreement.

Article 7 – Union Rights

See Article 7.H for specific reopener language on Release Time. Review mailbox procedures and revise as appropriate.

Article 9 – Evaluation

Explore means for providing student assessments of counselors' and librarians' performance. Review tenure review procedures for efficiency and use of resources. Review and modify evaluation forms as appropriate.

Article 10 – Disciplinary Action

Assess the clarity, efficiency and economy of the present contract language involving disciplinary standards and procedures, while protecting procedural and substantive rights of faculty.

Article 11 – Personnel Files

Review and assess student complaint procedures as contained in the sideletter to this article.

Explore removal/sealing of derogatory material after a suitable time period.

Article 12 – Upgrading

Review the provision, the Handbook for Faculty Screening/Interviewing Committees, the Faculty Hiring Procedures, and all other related and appropriate District documents to assure uniformity and consistency with District policy and State and Federal law regarding the goals of increasing diversity in hiring, and in applying upgrading rights. Review and explore hiring processes for filling full-time temporary positions and consolidated positions. Explore process to ensure that current part-time faculty are notified of faculty openings.

Article 13 – Assignment and Scheduling, Article 14 – Transfer

Reexamine and modify, as appropriate, the transfer criteria and procedure in light of the District's departmental and multi-campus structure. Consider the feasibility of consolidating Articles 13 and 14.

Article 13-1 – Part Time Reemployment Preference

Review effects of reorganization of the Counseling Department.

Article 16 – Working Environment

Explore possible improvements to the ergonomic aspects of the work environment. Explore protocol for access to offices during non-working hours.

Article 17 – Leaves

Review FMLA, Voluntary Sick Leave Bank, and sick leave accrual and use provisions, and revise where appropriate.

Review economic disincentives regarding one-year sabbaticals and explore options to increase access to sabbaticals, within the context of available funding.

Article 18 – Load and Class Size

Assess and revise as appropriate the provisions of Article 18 and Policy Manual 3.15 relating to load and class size.

Article 19 – Calendar

Explore the feasibility of implementing alternate academic calendars and the attendant impact on the delivery of student services. Establish academic calendars for future years.

Article 20 – Compensation/Salaries

Assess and modify, as appropriate, the provisions of Article 20, with an emphasis on initial salary placement for part-time employees and librarians, the formula, including proportionate share, and method of pay (pay by load). Explore the possibilities for appropriate retirement incentives during the term of the Agreement. Review day-to-day substitute pay practice. Explore additional ways to accrue unit credit for column movement.

Article 21 – Fringe Benefits

Assess and modify, as appropriate, the provisions of Article 21, with an emphasis on employer contributions to medical premiums, short and long term disability insurance options, dental plan coverage limits, levels for prescription drug reimbursement, part-time employee eligibility criteria for employee and retiree benefits, and alternatives to the Health Service System.

Article 25 – Categorical Employees

Review contractual exclusions and limitations and revise where appropriate.

Article 27 – Summer Session

Discuss accrual of sick leave for summer assignments (subject presently excluded by Article 27 reference to 17.C).

Article 29 – Retired Faculty

Review CBA to assess whether, for clarity, other portions of the CBA, regarding retirees, would be better placed in Article 29.

ARTICLE 2 EFFECT OF AGREEMENT

It is agreed the specific terms and provisions of this Agreement shall prevail over the District's written policies, written rules, written rules, written regulations, written procedures and practice whenever such policies, rules, regulations, procedures, and practices are inconsistent with its terms.

A. Entire Agreement – It is agreed that this contract comprises the entire agreement between the Union and the District on all matters within the scope of representation, and neither party hereto has any further obligation to meet and negotiate on such matters during the term of this Agreement.

B. Obligation to Bargain – The above provision is not intended to relieve the District of the obligation to bargain with the Union prior to changing any existing written rules, written regulations, written procedures, or changing existing practices, where such rules, regulations, procedures, or practices are within the scope of representation.

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect. The parties agree they shall, upon the request of either party, within fifteen workdays subsequent to any such decision, meet for the purpose of negotiating such new terms or conditions required to correct the declaration of invalidity.

B. Within this Agreement, references are made to the District's Affirmative Action and Staff Diversity Plan and/or Faculty and Staff Diversity Plan and to affirmative action. Recent legal changes may implicate the District's prerogatives and obligations in connection with the implementation of affirmative action principles. The parties agree that the provisions of this Agreement must be read in a manner consistent with existing law.

Should changes or alterations be necessary due to Federal or State mandated changes in regard to Affirmative Action or Equal Employment Opportunity requirements and/or procedures, then the parties agree they shall, within fifteen work days subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this Agreement into compliance.

A. The District and the Union agree not to discriminate against any faculty member on the basis of race, color, ethnic group identification, national origin, religion, gender, age, marital status, handicapped conditions, medical conditions, sexual orientation or status as a Vietnam-era veteran.

B. The Grievance Procedure herein may not be used for any claims arising hereunder for which another administrative forum, such as the Equal Employment Opportunity Commission or the Department of Fair Employment and Housing is provided by law. For purposes of this Article, the Public Employment Relations Board shall not be considered an administrative forum.

C. Should changes or alterations be necessary due to Federal or State mandated changes in regard to Affirmative Action or Equal Employment Opportunity requirements and/or procedures, then the parties agree they shall, within fifteen workdays subsequent to the notification of the necessity of such changes, schedule a meeting for the purpose of negotiating such new terms or conditions as required to bring this Article into compliance. (See Article 4, Separability and Savings.)

D. Anti-Discrimination/Sexual Harassment Training

The District and the Union will endeavor to increase training and awareness with respect to issues of discrimination and sexual harassment in the college environment.

A. The Union recognizes and agrees that the exercise of the express and implied legal powers, rights, duties, and responsibilities by the Board, e.g., the adoption of policies, rules, regulations, and practices in furtherance of these powers, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

B. The Union recognizes and agrees that the District's powers, rights, authority, duties, and responsibilities include, but without limiting the generality of the foregoing, the exclusive right to manage its operation; to direct, select, decrease, and increase the work force, including but not limited to hiring, promotion, layoff, or discharge; to maintain discipline and efficiency of employees, to prescribe rules to that effect, to establish and change standards, to determine the qualification of employees; the right to make all plans and decisions on matters involving its operations; to determine solely the extent to which the facilities of any department thereof shall be operated, the additions thereto, the removal of equipment, the outside purchase of products or services, the scheduling of operations, the means and processes of operations, the materials to be used, and the right to introduce new, or improved, methods and facilities, and~~,~~ to change or alter any existing methods and facilities; to regulate quality and quantity of services and to otherwise take any actions desired to run the entire operation efficiently.

C. The Union recognizes and agrees that the District retains its rights to amend, modify, or rescind terms and conditions of this contract or rescind policies and practices referred to in this Agreement temporarily as required by an emergency. An "emergency" is considered an Act of God, a natural disaster, or other dire interruption of the District program. Where an emergency is declared, the District shall immediately notify and consult with the Union. The Union agrees it will abide by such emergency decisions of the Board during the time of the declared emergency.

D. The District agrees that, in regard to a declared emergency and decisions made therein, the Union shall have the right to subject such declaration and decisions made therein to the provisions of the Grievance Procedure, Article 22.

A. No Reprisals – The Union and Employer agree that no reprisals will be taken against any person who exercises rights guaranteed by law or this contract or who executes responsibilities imposed by law or this contract.

B. Negotiations with Other Organizations

1. The Board or its representative(s) agrees not to negotiate with any other organization or individual in matters upon which Local 2121 is the exclusive representative. Local 2121 agrees that neither it nor its representatives will negotiate privately or individually with any person or persons not officially designated by the Board as its representative(s) in matters upon which Local 2121 is the exclusive representative.

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

C. Union Dues and Agency Fee Deductions

1. Local 2121 shall be totally responsible for and shall handle and coordinate all paperwork, transactions, collections, lists, approvals, cards and all other matters associated with the conduct of an Agency Shop Dues arrangement with the appropriate payroll departments and agencies of the City and County of San Francisco. There shall be no involvement of District staff in any such activities except as specifically stated herein.

2. All unit members shall, as a condition of initial and continued employment for the duration of this contract, do the following:

2.1 Become a member of Local 2121;

2.2 Pay a Service Fee to Local 2121 in lieu of membership;

2.3 If a Conscientious Objector within the criteria set forth herein, or in other law, pay an amount equal to the Local 2121 service fee to a non-religious charitable fund as set forth below.

3. The District shall, at the time an individual's employment commences, furnish to that employee a written statement prepared and furnished by the Union of the above requirement in 7.C.2 and an enrollment form addressed to the Union. The statement shall include substantially the following language:

"I authorize the District to deduct from my wages the amount certified by Local 2121 as proper dues and/or fees for services provided by Local 2121. I hereby elect that such deduction be applied as follows:

[CHECK ONE.]

A. ___ For Local 2121 Membership Dues

B. ___ For a Service Fee in Lieu of Membership Dues

C. ___ WAIVER - CONSCIENTIOUS OBJECTOR

WAIVER: I decline to have dues or service fees deducted in any amounts to be paid to Local 2121. In so declining, I certify as follows:

"I am a practicing member of a recognized body or sect which has historically held a conscientious objection to joining or supporting any employee organization. In lieu of paying for any dues, service fees or for any other services provided by Local 2121, I agree to the biweekly deduction of a sum equal to such amounts to be contributed to one of the three non-religious charitable funds exempt from taxation under Section 501(c)(3) of the Internal Revenue Code: 1) United Way; 2) Foundation of City College of San Francisco; 3) Combined Health Appeal of California. I agree to provide Local 2121 with proof of such belief as a condition of continued exemption from payment of membership dues or service fees.

"I further agree that if a dispute occurs between Local 2121 and myself as to claimed exemption or proof of payment as specified above, Local 2121 is authorized to have deducted from my wages an amount equal to the applicable membership dues or service fees pending resolution of the dispute."

NAME_____ DATE_____

4. Local 2121 agrees to furnish to the Director, Employee Relations, a letter certifying the amount of Local 2121 dues, service fees and fees for other services as applied to unit members. Such letter shall be furnished annually and upon any change in such amounts applied.

5. No employee shall be terminated from employment due to violation of this article until and unless:

5.1 The employee refused or is delinquent in making payments required as set forth herein;

5.2 District is given evidence and proof by Local 2121 that the employee:

5.2.1 Has been notified in writing that the employee is and has been delinquent in tendering the required charitable contributions, dues, service fees and/or fees for other services provided by Local 2121;

5.2.2 Has been informed of the amount of such delinquency by Local 2121;

5.2.3 Has been notified that unless all such amounts are tendered to Local 2121 within ten (10) calendar days the employee will be reported to the District for commencement of termination pursuant to law.

5.3 Local 2121 shall, after the ten (10) day period has elapsed, provide District with an official notice and request to commence termination proceedings. Such official notice shall be in the following language:

"Local 2121 certifies that (Employee Name and Employee Identification Number) has failed to tender required charitable fund contributions, dues, service fees, or fees for other services to Local 2121 as required as a condition of initial and continued employment under the negotiated labor contract between Local 2121 and District after written notification to do so in accordance with 5.2.1, 5.2.2, and 5.2.3. Pursuant to the terms of the contract, Local 2121 demands that District commence immediate termination proceedings against (The Employee's Name) pursuant to the contract."

Such demand shall be signed and dated by an authorized officer of Local 2121 with a copy to the employee named.

6. The District is not obligated to initiate Agency Fee deductions until the Union has provided the District with a copy of its notification to fee payers and has consulted with the District with regard to its obligation under State and Federal law (a) to inform fee payers of the amount of the agency fee including an appropriate breakdown of chargeable expenditures; (b) to make available to all fee payers an appeals procedure for challenging all, or part of, the agency fee amount, including a prompt hearing before a neutral decision-maker; and (c) to establish procedures to hold in escrow the fees that are reasonably in dispute.

7. Local 2121 agrees it shall reimburse the District for any and all litigation costs and attorney fees and shall hold District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with the Article, or, District reliance on any list, notice, document, certification, or authorization furnished under this Article by Local 2121.

D. Meetings and Use of Facilities

1. The Union shall have the right to use District facilities at reasonable times in accordance with established District regulations and procedures. Use of such facilities by the Union shall not interfere with nor interrupt normal District operations.

2. The Union agrees to leave the facilities used in a clean and orderly condition.

3. A Unit member shall not be released from his/her District-assigned duties to attend faculty Union meetings except with advance approval of the Director of Employee Relations.

4. Union Meetings – The District agrees to accommodate where possible a Union representative's request to schedule their regular work hours so that he/she is able to attend regularly scheduled Union meetings. To facilitate this process, the Union will provide the District with a list of such authorized representatives in advance of each semester as well as a schedule of the regular Union meetings.

5. A reasonable number of duly-authorized representatives of the Union may transact official Union business in the District. Reasonable access to unit members shall be accorded provided it does not occur during hours of scheduled assignments and does not interfere with the educational process. The Union shall provide to the District and update as required, the name(s) of Union representative(s) authorized to discuss official Union business with unit members.

E. Equipment Usage – The Union and its duly-authorized representatives may be allowed to occasionally use District equipment, with advance approval of management, without cost, when such equipment is not otherwise in use. Supplies for all printed materials must be solely at the expense of the Union. District requirements shall at all times have priority over those of the Union.

F. Bulletin Boards/Mailboxes for Communicating with Members:

1. The Union shall have the right to use institutional bulletin boards, mailboxes, subject to reasonable regulations and without charge. The Union may send e-mail to faculty members at their District e-mail addresses. Faculty

members shall have the right to use District-owned or personal computers to communicate about Union business with each other and with their Union representative(s) by means of the District's e-mail system.

1.1 Mailbox Procedures – City College, Ocean Campus

1.1.1 District shall box labeled mail in the main mailboxes.

1.1.2 District shall deliver mail in bulk to the following locations:

Environmental Horticulture	EOPS
Hotel & Restaurant	Counseling
Photography	North/South Gyms
Reentry Program	Airport

1.1.3 District shall provide Union with keys to the following locations where Union shall distribute its own mail.

Cloud Hall – Business Department
Arts Building – 1st and 2nd floors
Batmale Hall
Library
Science Building

2. Bulk mail distribution and Union materials on bulletin boards must be dated and bear Union identification as the distributor. Addressed Union mail must bear Union identification.

3. District assumes no liability for any lost, misplaced or undelivered mail from the Union.

4. Other Means of Communications – With advance approval of management, other means of communications may be utilized.

G. Parking Permits

1. Four (4) parking permits shall be provided the Union for use by Union representatives for parking at District sites.

H. Released Time

1. Contract Administration – District shall provide for the Union-designated Representatives paid release time for the purpose of contract administration, including grievance processing in accord with the following schedule:

Full Time Equivalent (FTE)	Academic Year
3.25	2009-2010
3.50	2010-2011
3.75	2011-2012

Release time shall be subject to reopener negotiations during 2009-2010 and/or 2010-2011 to determine whether the amount of District provided release time should be increased effective Academic Year 2011-2012.

Work loads for Union-designated Representatives may be balanced between semesters within an academic year in cases where the District finds it more advantageous for the instructional program to assign released time in this manner.

Contract administration released time shall be limited to faculty who continue to perform a faculty assignment that is at least twenty (20) percent of a full-time faculty member's load in addition to the released time. Requests for the Union's intended use of the contract administration released time shall be provided in writing by the President or designee of the Union to the Director, Employee Relations, or designee, at least four (4) weeks prior to the starting date of the scheduled released time. The written request shall include: (a) the names of the Union-designated Representatives, (b) whether they are full-time or temporary part-time faculty, and (c) the percentage of the FTE released time which has been allocated to each Union-designated Representative.

Temporary part-time faculty on contract administration released time shall be paid at the same rate as their concurrent faculty assignment, and the released time shall contribute to determining eligibility for fringe benefits. In no event shall contract administration released time for part-time faculty be used to change modal load.

2. Negotiations - A maximum of three (3) authorized members of the Union Negotiating Team shall be released from their regular work duties without loss of pay or benefits when negotiating meetings are scheduled during regular working hours of the members involved. By mutual written agreement between the Union and the District during negotiations, the maximum of three (3) may be waived to permit up to five (5) authorized members to be released from their regular work duties without loss of pay or benefits.

Requests for released time shall be made in writing by the Executive Director of the Union to the Director, Employee Relations, or designee, and shall be received, as early as possible prior to a scheduled session. In no event, however, may a request for such released time be received less than one work day in advance, in order for a member to be eligible for released time. The District will attempt to accommodate requests by members of the AFT negotiating team for class or work schedules which will allow released time for regularly scheduled negotiating sessions.

I. Union Leaves

1. In accordance with Education Code Section 87768.5, the Board shall, upon request of the Union, grant a leave of absence to any unit member without

loss of compensation, to enable such member to serve as an elected officer of the California Federation of Teachers, the American Federation of Teachers, or, an elected officer of Local 2121 while affiliated with such State and National organizations.

2. Requests for Any Such Leave:

2.1 Notification – Except in emergency situations or when waived by management, requests shall be filed no later than June 1 for the following Fall semester or September 15 for the following Spring semester.

2.1.1 Where short term (twenty (20) days or less) no later than five (5) days prior to the requested beginning day of the leave.

2.2 Return – District may grant or deny requests for early return from leave or cancellation of approved leave.

2.3 Notice at end of leave – Except in emergency situations or when waived by management, an employee on leave longer than three (3) months shall notify Human Resources Department in writing by June 1 or September 15 of the semester in which the leave expires:

2.3.1 Of his/her intention not to return to duty; such notice shall be deemed a resignation.

2.3.2 Of his/her request for leave extension.

2.3.3 Lack of such notification shall be deemed an intention to return on the date specified in the original approved leave application.

2.3.4 Where no notice or leave extension request has been received and no emergency exists to prevent notice or return on the specified date, such failure shall:

2.3.4.1 Be deemed as unprofessional conduct;

2.3.4.2 Cause all salary and benefits to cease effective the day of scheduled return;

2.3.4.3 Cause District to begin immediate dismissal proceedings.

3. The Union may request short-term leave for the purpose of permitting AFT Local 2121 representatives who are not elected officers to attend and represent AFT Local 2121 at meetings or conferences. Except in

emergency situations or when waived by management, a request for short-term leave shall be provided to the District's Office of Employee Relations at least 20 days in advance. Such leave will be granted without loss of compensation to the unit member. The Union, upon the District's request, shall reimburse the District for the cost of any instructional or instructionally-related substitute utilized in connection with the short-term leave.

J. Information to the Union

1. Board Agenda/Minutes – The District shall mail to the Union office one (1) copy of all official Board minutes and one (1) copy of each Board agenda "packet" excluding all confidential information or materials as defined by applicable law. This material shall be furnished to the Union no later than the time they are furnished to the Board. Four (4) additional copies of the Board agenda "packet" shall be made available to the Union on request.

2. The District will provide the Union, either through computer means or available documents, the following information from payroll data for each unit member:

2.1 Name, date of birth, home address, home telephone numbers except for those unit members who indicate in writing that they do not want to give such information to the Union, work site/department location;

2.2 Step on the full-time salary schedule or hourly pro rata scale.

2.3 In which health plan the unit member is enrolled, if any, and whether the coverage is for "employee only," "employee plus one," or "employee plus family."

2.4 The classification of each employee assignment whether full-time, temporary full-time, categorical full-time, part-time temporary, substitute, overload, etc., and whether the assignment is credit or noncredit;

2.5 The number of credited semesters of part-time service for salary increment calculations for each part-time faculty member.

2.6 The District will provide the Union with the report provided management concerning class cancellations. Such report will be provided at the same time as distribution to management.

2.7 District will provide Union each spring semester with a report for the prior academic year (fall and spring semesters) indicating the department and the total full-time equivalent load (FTE) for each full- and part-time faculty member.

2.8 Local 2121 agrees it shall reimburse the District for any and all litigation costs and attorney fees and shall hold District harmless from any liability arising from any and all claims, demands, lawsuits, or any other actions arising from any implementation or compliance with this Article.

3. Policies/Administrative Regulations – The District shall provide copies, simultaneous with distribution to management, of any changes, additions, alterations, or deletions in order to maintain one (1) book of Board Policies and one (1) book of Administrative Regulations.

4. Budget/Studies – Upon request, the Union shall be provided with materials and data available to the public. Charges may not exceed cost.

4.1 District shall provide Union, without cost, at the time of submission to the Board of Trustees:

1. One copy of CCFS-311, 311(Q), 311(L), CCAF 320;
2. One copy of "Community College President's Study" (ACCCA) (when available);
3. One copy of "CCSF Faculty Load Report" (when available);
4. One copy of "Self-Study and Team Accreditation Reports";
5. One copy each of "Preliminary, Tentative, Publication and Final Budget" in adopted form.

4.2 District will provide one copy of the District's Full-Time Faculty Obligation Report submitted to the State Chancellor each fall, including the underlying report data.

4.3 District will provide Union with an electronic version of the Schedule of Classes during the first week of instruction in each fall and spring semester.

K. Union Information Packet – The District shall provide each new employee a packet of Union-supplied information. Such packet shall be enclosed in a pre-sealed envelope by the Union to facilitate delivery to the new employee. The Union shall be solely responsible for ensuring that the District receives a sufficient number of packets for distribution.

L. Copies of Agreement – The District and the Union will split the District's cost of reproducing the Agreement, or any amendments to the Agreement reached as a result of reopener negotiations. Such reproducing shall be in-house for distribution to all unit members.

M. Union/Management Consultation – The parties agree that communication involving employer-employee relations, specifically administration of the contract in force, may be facilitated by consultation meetings. Either party may request a

consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow an understanding of the problem to be discussed or resolved and the date, place, and time requested. The receiving party shall, within three (3) work days, notify the requesting party of agreement or non-agreement to the meeting. Such meeting shall not be unreasonably denied. Meetings shall be held during Union members' non-working hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the grievance procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

A. General Principles

1. Community college faculty members, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them in promoting the educational goals and well being of students. To this end, faculty members demonstrate respect for the student as an individual, and adhere to their proper roles as intellectual guides and mentors. They avoid any exploitation of students for private advantage and they promote educational achievement in a supportive and safe environment.

2. The District and AFT will work cooperatively to promote and maintain a climate of free, impartial, and responsible inquiry and discussion. In order to realize the educational advantages offered by this climate, the District and AFT will actively seek to maintain a teaching and learning environment that is free of sexual harassment, discrimination, or abusive conduct.

3. Faculty accept the obligation to exercise critical self-discipline and judgment in using, extending and transmitting knowledge. Faculty shall abide by the duties and responsibilities set forth herein.

B. Faculty Responsibilities Under District Policies, Rules, and Regulations

Faculty shall abide by applicable provisions of the Faculty Handbook, District Policy Manual, and District Rules and Regulations except as modified herein. This paragraph shall not be read as waiving AFT's or a faculty member's statutory right(s) or right(s) under this Agreement.

If a faculty member is disciplined pursuant to this Article, Article 10 of the Agreement will govern.

C. Academic Freedom

1. The District and AFT are unequivocally and unalterably committed to the principle of academic freedom in its true sense which includes freedom to study, freedom to learn and freedom to teach and provide educational professional services to students.

2. Academic freedom encompasses the right of an instructor to discuss in the classroom relevant and controversial subjects consistent with the course outline, and for counselors, librarians and other academic employees to provide relevant and appropriate student services**.**

3. Interference with or censure of an academic employee by District officials or by outside individuals or groups because of the faculty member's introduction of relevant and controversial subjects or provision

of relevant and appropriate educational professional services to students is precluded by the principle of academic freedom.

4. The parties acknowledge the fundamental need to protect faculty from censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching or other educational functions. The rights of academic freedom and freedom of expression apply to the reasonable use of District computing resources, including e-mail and internet access. This subsection 8.C.4 is subject to reopener negotiations in accordance with the February 2005 side letter between the parties regarding the Policy Proposal for Electronic Communications and Information Technology. Faculty cannot, however, expect academic freedom to be unlimited, for the right to exercise any liberty implies a duty to use it responsibly. Academic freedom does not give faculty freedom to engage in indoctrination. Nor can faculty invoke the principle of academic freedom to justify non-professional conduct.

D. Faculty-Student Relationships

1. Principles

1.1 The power differential inherent in faculty-student relationships may compromise the student's or the faculty member's ability to make decisions and may call into question whether the relationship is welcome.

1.2 A conflict of interest is presumed in situations involving an amorous/sexual relationship between faculty and students for whom they have educational responsibility.

1.3. Amorous/sexual relationships involving faculty and students may also give rise to a perception on the part of others that the evaluative capacity of the faculty member has been compromised and create an appearance of favoritism.

2. Definition: An amorous/sexual relationship exists when two persons as consenting partners (a) have a sexual relationship or (b) engage in romantic partnering or courtship that may or may not include a sexual relationship.

3. Policy:

3.1 Amorous/sexual relationships between faculty and students currently enrolled in a course being taught by the faculty member or who is under the supervision or direction or receiving counseling, library or instructional assistance services of the faculty member are potentially exploitative and should therefore be avoided. In such situations (and others that cannot be anticipated) serious

conflicts of interest, discipline, and/or potential legal liability could result.

3.2 Because a conflict of interest is presumed in situations which involve or have involved (within the last four (4) years) an amorous/sexual relationship between faculty and students for whom they have educational responsibility, the faculty member shall request that the department chairperson, dean, or immediate supervisor arrange for alternative evaluation procedures, or alternative provision of services, which may include the oversight of existing evaluative procedures. Evaluation procedures include grading, rewarding, or penalizing of a student, or providing academic references or job references for a student. The department chairperson, dean, or immediate supervisor shall not ask, nor shall the faculty member be required to disclose to them, the reason for the request. The District will advise its department chairpersons, deans and immediate supervisors of faculty of the need to maintain confidentiality except on a need-to-know basis.

4. Avoid Amorous Relationships Where No Evaluative Relationship Exists: Amorous/sexual relationships between faculty and students in situations where there is no evaluative educational responsibility are discouraged. Relationships that the parties currently view as welcome may be subsequently viewed as exploitative. In such situations (and others that cannot be anticipated) serious conflicts of interest, discipline, and/or potential legal liability could result.

5. Friendships or mentoring relationships which are not amorous/sexual relationships are not discouraged.

E. Information to Students

For pedagogical reasons, faculty members may decide that it is necessary to use course materials that some students may find offensive. When course materials and/or presentations include explicit representations or language which may reasonably be viewed by responsible educators as offensive, shocking or obscene, a faculty member should give students adequate information to enable the students to determine whether to enroll or remain enrolled in the class. This information should be provided in writing and may be provided in course syllabi, lists of readings and other course materials or instructional aids provided to the student.

F. Textbook Selection

The College shall develop a procedure for the selection of textbooks that recognizes the basic right and duty of the faculty to be the primary agent in the process. Since students in most instances must purchase books, the procedure should take cognizance of the financial burden that may be imposed upon the student.

G. Selection of Library Materials

The library faculty, as a part of the educational program, shall have the same freedoms guaranteed the teaching faculty and students and shall choose books and other resources based on their interest, information and potential for enlightenment of students. So far as practical, books and other resources will be selected to present all points of view concerning the problems and issues of our times, international, national, and local. No books shall be excluded because of race, color, religion, sex, sexual orientation, national origin, ethnic group identification, ancestry, marital status, age, physical or mental disability or the political or philosophical views of the writer.

H. Improper Influence

The selection of textbooks, library books and other resources must be free of improper influence by publishers or manufacturers and no employee may accept anything of value from publishers or manufacturers for the purpose of influencing the selection of any textbook, library books or other educational resource. The acceptance of a desk copy of a textbook by an employee which he/she may consider using in his/her course shall be allowable.

I. Conflict of Interest

1. A faculty member shall not engage in any employment, enterprise or other activity which interferes with or prevents the faculty member from carrying out his/her assigned duties and professional responsibilities or official CCSF business, including:

   1.1 Unreasonable or excessive use of District time, facilities, equipment, or supplies, including District computing resources, for purposes other than the performance of their assigned duties and professional responsibilities or official CCSF business**.** The District provides computing resources for use as academic professionals and for business use as District representatives, and not for personal, financial or other gain. Reasonable personal use of District computing resources is permitted when it does not consume a significant amount of those resources and does not interfere with the performance of the user's job or other District responsibilities. This subsection 8.I.1.1 is subject to reopener negotiations in accordance with the February 2005 side letter between the parties regarding the Policy Proposal for Electronic Communications and Information Technology.

   1.2 Performing CCSF assigned duties and professional responsibilities as a private service for compensation other than District salary.

   1.3 Using one's position to personally profit by selling one's services or other items to students during the performance of one's assigned

duties and professional responsibilities in a manner that interferes with said duties. This provision is not intended in any way to prevent faculty from requiring the use of their own textbooks or other instructional materials in their classes, in accordance with existing practices, policies and procedures for the adoption of texts and other instructional materials.

1.4 Authorizing other persons to engage in the above forms of selling (see Section 1.3) in the faculty member's classroom or at any District-sponsored event supervised by a faculty member.

1.5 Claiming to speak or act or creating the false impression that one speaks or acts on behalf of the District without authorization by the District.

2. Authorization – A faculty member who is engaging in or plans to engage in any employment, activity, or enterprise which interferes with or prevents him/her from carrying out his/her assigned duties and professional responsibilities as a District employee, should obtain the prior approval of the Chancellor.

J. Tutoring

No faculty member shall give private lessons or instruction for pay to any student who is a member of the class in which the faculty member is employed; nor shall such faculty member use a room or building of the District for the purpose of giving private lessons or instructions for pay.

K. Determination of Grades

1. A faculty member shall maintain the exclusive right and responsibility to determine grades based upon his/her professional judgment. The determination of the student's grade by the instructor, in the absence of mistake, fraud, bad faith, or incompetency shall be final.

2. Instructors are responsible for providing the District with copies of accurate grade reports, grade books, attendance records, unreturned class examinations or term papers, and any other method of student evaluation promptly upon request. A grade book refers to the composite record kept by the instructor of a student's performance including grades or scores which are used by the instructor as his/her basis for the midterm and final grades. Instructors shall retain grade books, unreturned final examinations, term papers, and any other method of evaluation for three years. Instructors who are not returning to the District are required to leave grade books, attendance records, and academic performance material, i.e., final examinations etc. with their department chairperson.

In the event that a faculty member claims that he or she need not disclose or turn over true and correct copies and/or the original(s) of grade books, unreturned student exams, unreturned term papers, or any other method of student evaluation, the Union shall support the District's efforts to obtain such documents promptly.

L. Student Records

Faculty shall not use their faculty status or position to solicit personal student information, such as marital status, identity of spouse, or work address for their personal use. Faculty may ask but shall not require students to share relevant directory information, such as name and telephone number, with the faculty member and/or with other students to facilitate course objectives.

M. Grades/Census Sheets/PARS

AFT and the Board agree that it is important to have all grades, census sheets and PARS returned by the deadline dates to make grades available for students and departments and to report enrollment and attendance to the State. AFT and the Board agree to work cooperatively with each other to encourage that faculty comply with report deadlines. Without this cooperation, not only do students and the educational program suffer, but the District has to waste money on late manual processing of reports and also loses State funding for future classes.

N. Eavesdropping & Monitoring

1. Except with the specific consent of the faculty member involved, work stations shall be free from mechanisms, mechanical and electronic, by means of which management shall be able to listen to or record procedures in said work station. For purposes of this provision, faculty work stations may include desktop and laptop computers which may or may not be the property of the District, and telephone voice mail. The District does not and shall not monitor individual usage of its computing resources, including e-mail accounts, internet usage or data created by individuals, except as provided herein.

2. Under **special** circumstances, the District may monitor the activity and accounts of users of District computing resources, including login sessions and the content of individual communications, with or without notice, when:

   2.1 required by law
   2.2 necessary to protect the integrity, security, or functionality of District or other computing resources
   2.3 necessary to protect the District from criminal or civil liability
   2.4 there is sufficient and reasonable cause to believe that (a) the user has violated or is violating this policy or other District policies/

procedures, including the District's policy and procedure against discrimination/harassment/retaliation or other violations of law, or (b) the use of such computing resources may reflect cause for discipline.

3. Except in the event of such special circumstances as documented by the Chancellor or Vice Chancellor (such as imminent system crashes, excessive network bandwidth usage, internal or external denial-of-service attacks), any monitoring or examination of individual accounts, usage, content or hardware shall not occur unless it has been approved in advance by the appropriate Vice Chancellor, with notification to the affected employee(s), unless the Vice Chancellor concludes that good cause exists to refrain from immediately notifying the employee. Good cause may exist, e.g., in the event of an ongoing investigation into misconduct; when the District has a reasonable basis to believe that disclosure could result in destruction of evidence or retaliation against other persons; or when employees are not readily available to receive notice. A joint labor-management work group augmented with representation of the Chairperson of the ITPC or his/her designee shall serve as a resource in defining appropriate standards and procedures regarding "special circumstances" and "good cause" based on case-by-case assessment and discussion after the fact, with appropriate confidentiality afforded to the identity of the employee(s) involved.

O. Public Forums

In keeping with the philosophy of intellectual freedom and the responsibility of the Community College District for services to its community, public forums presenting speakers with varying points of view may be offered to the local community as part of the educational program.

P. Illegal Drugs and Alcohol – The campuses of City College of San Francisco are drug-free. The College does not allow the unlawful possession, use or distribution of illegal drugs and alcohol by faculty on its property or as part of its activities, whether on or off campus.

Q. Field Trips – Field trips required as a regular part of the instruction in a course must be mandated in the course description in the College Catalog. Advance written notice of such trips must be given to the department chairperson and to the appropriate dean, including a statement of reasonably exact times and places so that students may be reached in case of emergency. It is also important that the Director of Administrative Services be notified in advance of field trips so that the District's insurance carrier can be notified. Although permission for such field trips is almost always granted, it is not automatic; hence, instructors should provide notice sufficiently so that the advisability of modifying plans to avoid conflict within the instructional schedule or for other reasons can be discussed. Instructors should not arrange transportation for students. Students are responsible for their own transportation to the field site.

Instructors who wish to conduct a field trip not mentioned as a course requirement in the College Catalog must make a request of their Department Chairperson in writing. Such requests also require permission from the School Dean. Field trips which are not officially advertised in the College Catalog may not be made a required part of the course.

A. General Provisions

1. Purpose

1.1 The purpose of faculty evaluations is to recognize the strengths and special qualities of the evaluatee and to define areas that need improvement.

1.2 All evaluations – self, peer, peer management, and student – shall be completed on the agreed-upon forms included in Exhibits D, H and J.

2. Course Documents – If the faculty within a department decides it is appropriate, each evaluatee within the department will be required to submit to the Chair of the Evaluation Committee three representative documents which demonstrate that the course outline is being followed or that appropriate duties are being fulfilled. The documents can include, but are not restricted to, assignment sheets, exams, classroom exercises, and correspondence. Within the department the types of documents will be the same for all faculty in the department, but selection of the particular documents shall be at the discretion of the evaluatee. An evaluatee may elect to submit more than three documents.

3. Student Evaluations – Student evaluation shall be a part of every evaluation of every classroom instructor. Not every class need be surveyed, unless the evaluatee or the evaluators so request. Non-classroom faculty may also be so evaluated, provided that the members of the department determine that student evaluation is appropriate.

3.1 Student questionnaires shall be uniform, to the extent possible, for all classroom faculty.

3.2 The distribution and gathering of the student evaluation forms shall not be done by the evaluatee.

3.3 Completed questionnaires and computer printed summaries shall be forwarded to the evaluators who shall prepare appropriate summaries of the results. The summaries shall become part of the evaluation report.

3.4 Completed questionnaires may be viewed by the evaluatee only after the evaluatee's final grades have been turned in.

3.5 Non-classroom disciplines/departments may develop student evaluation forms subject to approval by the Union and the District.

4. Evaluation Calendar

Managers, evaluators, and evaluatees shall endeavor to meet the following deadlines:

By End of Week 1: Evaluatees are notified. (This may be done during the second half of the preceding semester.)
By End of Week 2: Evaluatees indicate evaluation method and if an evaluator from outside the department is desired. Evaluatees also indicate intention to make arrangements for videotaping.
By End of Week 4: Names of evaluators are sent to the evaluatee and the names of evaluators not scheduled to do evaluations are sent to the appropriate administrator.
By End of Week 6: Evaluators are notified.
Weeks 6-10: Student evaluation is conducted**.**
By End of Week 10: Self evaluation is concluded. Documents are submitted.
By End of Week 11: Preliminary conferences are completed. First observations are completed.
By End of Week 14: Second observations are done, if needed.
By End of Week 16: Evaluation is concluded, signed by evaluatee, and turned in to administration.

B. Faculty Undergoing Management-Initiated Evaluation

1. Management or supervisors may visit any class or observe any academic activity for purposes of observation and review of academic activities. Such visits or observations are not part of the evaluation process or procedure except for the procedures of 9.B.1.1 through 9.B.2.1.4. When possible, such visits will begin simultaneously with the beginning of the class session.

1.1 If any such visit or observation produces unfavorable review, the manager or supervisor shall immediately prepare a detailed letter (Observer's Findings) marked confidential, and submit it to the Chancellor requesting that an immediate Peer-Management evaluation be conducted in accordance with the provisions of 9.B.2. The provisions of Section C.4.2.2 shall not apply.

1.2 If the Chancellor determines that no evaluation is to occur, the Observer's Findings and all copies shall be destroyed.

1.3 If the Chancellor determines an evaluation is to occur, he/she shall inform the faculty member according to the provision of 9.B.2, including a succinct statement of the areas of concern.

1.4 If the subsequent evaluation is satisfactory, the Chancellor's letter triggering the evaluation will be sealed. The sealed letter shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's

personnel file. If the subsequent evaluation is unsatisfactory, the letter will remain in the file.

1.5 If, due to the circumstances of the case, the faculty member is not available for evaluation, or is incapable of having an evaluation conducted, the Observer's Findings shall be processed in accordance with Article 11, Personnel Files.

2. Where deemed warranted, a Peer-Management evaluation shall be initiated by means of a letter to the faculty member from the Chancellor or designee. This letter shall be included in the personnel file in accordance with Sections 9.B.1.2 and 9.B.1.4.

2.1 Should the evaluation committee recommend unanimously that the employee be re-evaluated after being given assistance and suitable time for improvement, the following shall apply.

2.1.1 A letter from the committee shall be written to the faculty member detailing areas that need improvement and possible means to achieve this improvement. If the subsequent evaluation is satisfactory, this letter shall be sealed. The sealed letter shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's personnel file. If the subsequent evaluation is unsatisfactory, the letter shall be placed in the evaluatee's personnel file.

2.1.2 The re-evaluation shall not occur sooner than ten weeks.

2.1.3 The subsequent evaluation shall follow the procedures in 9.C.4.3 except that the team may include the same administrator, but the faculty shall be different. The provisions of Section C.4.2.2 shall not apply.

2.1.4 Evaluatees may disqualify a Dean/Director/designee in writing without cause in the first evaluation under 9.B.2 but not in a subsequent evaluation.

C. Regular Full-time Tenured Faculty

1. Shall be evaluated at least once in every three academic years. Effective Academic Year 2009-2010, in order to achieve a better balance in the workload of department faculty involved in faculty evaluation and other professional responsibilities, Department Chairpersons or designees, with the written consent of the evaluatee, may reschedule an evaluation (1) for up to two semesters prior to the regularly scheduled evaluation, or (2) for up to one semester after the regularly scheduled evaluation. Additional evaluation shall be allowed pursuant to 9.B., above.

2. Shall be notified no later than the end of the first week of the semester they are to be evaluated in, other than 9.B., above. Faculty may be notified during the second half of the preceding semester that they are to be evaluated during the following semester. Where such notice is not possible because the faculty member is on leave or otherwise unavailable, notice will occur no later than the first week of the semester in which he/she is to be evaluated. This section does not apply to faculty undergoing management-initiated evaluation (Article 9.B).

3. Shall be provided one week to select and return the choice of a method of evaluation and, in the case of peer evaluation, whether the evaluatee elects a two- or three-person team. If no method of evaluation is selected, Peer Evaluation will be used.

4. Shall have the option of being evaluated by either Self Evaluation with Peer Review, Peer Evaluation or Peer-Management Evaluation, consistent with the following provisions:

4.1 Self Evaluation with Peer Review (for regular full-time tenured faculty)

4.1.1 Self evaluation shall be completed on the appropriate forms. If departments elect to add questions, the questions must be approved by the Union and the District. The completed self evaluations shall be submitted to the appropriate Dean/Director/designee by the deadlines provided in the Evaluation Calendar. The completed self evaluations shall then be forwarded to the chairs of the evaluation committees.

4.1.2 The peer evaluators shall be selected in the manner provided in Section 4.2.

4.1.3 If an evaluatee fails to complete and submit a signed self evaluation when due, the Chancellor/designee may require a Peer-Management evaluation to be conducted. Such failure to complete and submit a self evaluation shall be documented and placed in the evaluatee's personnel file.

4.1.4 If the peer evaluators determine the self evaluation and other materials are acceptable, the evaluatee shall be so notified, and the self evaluation shall be turned in to the appropriate administrator with indication of approval.

4.1.4.1 If the Peer evaluators identify problems in the self evaluation which might be remedied by revising the document, the evaluatee shall be notified as

soon as possible and given two weeks to submit a revision. If the revision is acceptable, the evaluatee shall be so notified, and the self evaluation shall be turned in to the appropriate administrator with indication of approval.

4.1.5 After reviewing the self evaluation, student evaluations, if used, and supporting documents, if used, the evaluating team may recommend re-evaluation under Section 9.B.2 by turning in to the appropriate administrator the evaluation report with written rationale for recommending re-evaluation. The peer committee evaluators shall use an official form to notify the evaluatee of its recommendation to the Chancellor. The evaluatee must sign the form to indicate he/she has received notice of the committee's decision and its written criticism of the self evaluation. This signed recognition does not imply acceptance of the recommendation of the committee. The evaluatee may submit written objections to the conclusion of the peers. If the Administration decides to proceed with re-evaluation, the evaluation must take place not later than the subsequent semester according to the provisions of 9.B.2.

4.1.6 Self evaluation may be elected by an evaluatee only one time within a six-year period.

4.1.7 The self evaluation, supporting documents, and reports of the evaluating committee shall be retained in the employee's Personnel File in the manner that all evaluations are kept.

4.2 Peer Evaluation

4.2.1 Peer evaluation shall be coordinated through the appropriate administrator or designee. Full-time regular and second-, third- and fourth-year contract faculty members shall be obligated, if needed, to serve as evaluators two times each year without compensation. If the services of full-time faculty members are not needed within a department, the names of these faculty members shall be sent to the appropriate administrator or designee. The administrator or designee may then assign these faculty members to do evaluations in departments where there are not sufficient evaluators or to do evaluations for those faculty who have requested an evaluator from outside the

discipline or department. A department chair or supervisor may serve as a peer evaluator if there are not sufficient peer evaluators in the department and if the evaluatee gives written permission when he/she selects a method of evaluation. This does not preclude said department chair/supervisor from serving as a management designee in a subsequent evaluation of that faculty member or of any other faculty member.

4.2.2 The manager/designee shall select two or three peer evaluators, as appropriate. Wherever possible, teams shall represent the diversity of California and be sensitive to affirmative action concerns (Ed. Code §87663(d) and see also Article 4). Where possible, the evaluators shall be from the same or a related department as the evaluatee. The evaluatee may elect to have one of the evaluators be from another discipline or department. The evaluatee shall have the right, within three days of receipt of the notification, without stating cause, to make up to three (3) disqualifications, in writing, from those originally selected. The evaluators shall not be notified until the challenge period has passed. The manager/designee shall select a chair of the evaluating team. The chair of the evaluating team shall have the responsibility of facilitating the evaluation process and obtaining proper signatures, when necessary.

4.2.2.1 No faculty member may serve as an evaluator for a faculty member and also be evaluated by that same faculty member in the same semester. This provision may be waived by the appropriate Dean/Director.

4.2.2.2 Except as provided in this section (4.2.2.2), the two- (2) member evaluation team shall follow the same evaluation procedures as a three- (3) member team.

In the event that the two- (2) member evaluation team is unable to agree on the overall evaluation rating, the evaluators will endeavor to reach a consensus in consultation with the Dean responsible for faculty evaluation. In their attempt to reach consensus, the evaluators may, if time allows, conduct a second classroom or work site visitation(s). Thereafter, if the evaluators are unable to reach a consensus evaluation, the evaluation will be deemed incomplete. The evaluate will undergo peer

evaluation by a three-person team in the following semester, no member of which shall have served on the previous two- (2) member evaluation team.

4.2.3 The evaluators shall conduct formal work site or classroom visitation(s) or, when staff, equipment and facilities are available, the evaluatee may arrange to have a class or other activity videotaped and to have the evaluators observe that videotape in lieu of the classroom/work site visitation(s). For online classes, classroom visitation is defined as viewing the class in the learning management system using a student role.

4.2.4 The evaluatee shall be notified of the day and time for the formal evaluation visitation(s) at least one (1) week in advance.

4.2.5 Consistent with the Evaluation Calendar, Section 9.A.4, above, and at least one (1) week before the first classroom/work site evaluation visit or videotaping occurs, the evaluators shall confer individually or collectively with the evaluatee, and the evaluators shall also confer individually or collectively with the evaluatee within two (2) weeks after the classroom/work site evaluation or videotaping has occurred. The evaluators shall decide as a committee whether the conferences shall be with the entire committee or individually.

4.2.6 Within two (2) working days after the formal classroom or work site visitation(s), the evaluatee shall have the option of having the evaluators repeat the classroom or work site visitation(s).

4.2.6.1 Within two (2) working days after the videotaping of a class or other activity, the evaluatee shall have the option of requesting regular observation in lieu of having the videotape viewed by the evaluators.

4.2.7 If the evaluators anticipate writing an unfavorable or unsatisfactory evaluation report, the evaluators shall so inform the evaluatee at the post-evaluation conference. The evaluators shall repeat the classroom or work site visitation(s) within ten (10) working days after the post-evaluation conference. If, as a result of the second visitation(s), the evaluation cannot be completed within the Evaluation Calendar, Section 9.A.4, above, such time limits shall be waived.

4.2.8 The evaluatee, upon receiving the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign the report, the chairperson of the evaluation committee shall so indicate and sign his/her own name.

4.2.9 The evaluatee may wish to file a response to the report, in which case the response must be filed within one week after receiving the report. Such response shall be attached to the report and placed in the evaluatee's personnel file.

4.2.10 If the overall evaluation report rating is Satisfactory, the evaluatee will be scheduled for another evaluation in three years, pursuant to 9.C.1.

4.2.11 If the overall evaluation report rating is Satisfactory but Needs Improvement, the evaluators shall, in consultation with the evaluatee and the department chair, develop an improvement plan with specific goals, suggested means of achieving those goals and timeliness for completion. The improvement plan will be presented to the evaluatee at the final conference. The faculty member will be scheduled for another evaluation in three years, in accordance with 9.C.1.

4.2.12 Evaluatees receiving an overall evaluation report of Satisfactory but Needs Improvement shall have the completion of their improvement plan documented as follows:

4.2.12.1 By the end of week 12 of each semester following the evaluation, the evaluatee shall submit to the department chair or designee a report detailing the extent to which the elements of the improvement plan have been achieved. A designee in this and the following subsections may not be a bargaining unit member, unless by mutual agreement.

4.2.12.2 If, upon review and discussion of the report with the faculty member, the department chair or designee determines that all elements of the improvement plan have been substantially achieved, then the department chair or designee shall (1) inform the faculty member that no more reports are necessary, and (2) write a letter to be included in the personnel file to document completion of the improvement plan.

4.2.12.3 If, upon review and discussion of the report with the faculty member, the department chair or designee

determines that satisfactory progress has been made towards the goals of the improvement plan but elements of the improvement plan remain unfinished, then the department chair or designee shall so inform the faculty member in writing. The faculty member will continue to submit reports in accordance with 9.C.4.2.12.1.

4.2.12.4 If, upon review and discussion of the report with the faculty member, the department chair or designee determines that insufficient progress is being made on the elements of the improvement plan, the department chair or designee shall inform the faculty member and the Office of Instruction in writing. The department chair or designee will have the option of modifying improvement plan goals and/or timeliness for completion. The faculty member will continue to submit reports in accordance with 9.C.4.2.12.1. The improvement plan will be provided by the Office of Instruction to the subsequent evaluation team if either (1) elements of the improvement plan remain unfinished by the time of the next evaluation, or (2) the department chair or designee determines that insufficient progress has been made in two or more semesters. The faculty member may provide a written statement about their progress towards completing the improvement plan during the pre-conference of the subsequent evaluation.

4.2.12.5 If the faculty member fails to submit a report in accordance with 9.C.4.2.12.1, the department chair of designee may, after conferring with the faculty member, write a letter to be included in the personnel file documenting the failure to submit a report. The faculty member may rebut the letter but may not appeal placement of the letter in his/her file. Repeated failure to submit a report shall be reported to the Chancellor/designee so that a determination may be made if follow-up evaluation in accordance with 9.B.2 is warranted.

4.2.13 If the overall evaluation report rating is Unsatisfactory, the evaluators shall, in consultation with the evaluatee and the department chair, develop an improvement plan with specific goals, suggested means of achieving those goals, and timelines for completion. The improvement plan will be presented to the evaluatee at the final conference.

4.2.14 Evaluatees receiving an overall evaluation report rating of Unsatisfactory shall have a copy of their evaluation sent to the Chancellor/designee so that a determination may be made if follow-up evaluation in accordance with 9.B.2 is warranted. Follow-up evaluation following an Unsatisfactory will normally be done in the following semester.

4.3 Peer Management Evaluation

4.3.1 Peer-Management Evaluation shall be the same as Peer Evaluation except that the evaluation team shall be composed of the two faculty members and one management employee or designee. The evaluatee shall have the right to make three disqualifications in the same manner as in Peer Evaluation, including the management evaluator except under Section 9.B.2, et seq.

5. Regular Full-time Tenured Non-Classroom Faculty

5.1 Evaluations shall be conducted generally in the same manner as those of instructional faculty, but shall also be based on observations, contact, and student questionnaires where appropriate.

5.2 Student questionnaires for non-classroom faculty members shall be appropriate to their position, and uniform within the department. Where utilized, they shall be in sufficient number to ensure a cross-section of opinion as determined by the evaluators.

5.3 Where student questionnaires are utilized, summaries of the results will be a part of the final report.

5.4 Failure to conduct, submit, or sign appropriate evaluation reports shall subject the evaluatee to the provisions stated for regular full-time tenured faculty above.

D. Probationary Faculty Undergoing Tenure Review

1. Tenure review shall be in accordance with this Article 9.D, Exhibit G, H, and J.

2. Early tenure shall be governed by the terms of EXHIBIT K.

3. Tenure Review Committees:

3.1 Tenure Review Committees shall evaluate contract employees and make recommendations to the Board of Trustees concerning tenure and/or retention in contract status.

3.2 The Tenure Review Committees shall ordinarily consist of four faculty members and the immediate supervisor of the contract employee. The immediate supervisor is the lowest level non-bargaining unit member who has supervision over the employee. A department of eight tenured faculty members or fewer may choose to use only two faculty members and the immediate supervisor of the contract employee, or it may choose to function as a committee-of-the-whole, provided that the committee-of-the-whole has at least three members, including the supervisor. All faculty members of the Tenure Review Committees must be tenured.

3.2.1 The immediate supervisor shall select the faculty members in consultation with the chairperson of the Hiring Committee which interviewed the contract employee. If the chairperson of the Hiring Committee is not available, the supervisor will consult with one or more members of the Hiring Committee. Service on the committee shall be voluntary. If the supervisor is unable to recruit the required number of faculty members from volunteers within the department, he/she shall endeavor to remedy the situation by seeking a committee member(s) from a related discipline. If the supervisor cannot find a faculty member(s) in a related discipline, he/she shall inform the Vice Chancellor/ designee, who shall have the authority to select a volunteer(s), district-wide, to achieve the required number.

3.2.2 The supervisor shall endeavor to represent the diversity of California in his/her appointments. No Tenure Review committee shall consist of all men or all women or be all of the same ethnicity. If the immediate supervisor cannot achieve this balance from volunteers within the department, he/she shall endeavor to remedy the situation by seeking a committee member(s) from a related discipline. If the supervisor cannot find a faculty member(s) in a related discipline, he/she shall inform the Vice Chancellor/designee, who shall have the authority to select a volunteer(s), district-wide, to achieve the proper ethnic or gender balance.

3.2.3 The immediate supervisor shall supply the Vice Chancellor/ designee, with the names of all members on Tenure Review committees.

3.2.4 If a new supervisor assumes authority, he/she shall take the supervisor's position on all Tenure Review Committees. Whenever a member of the Tenure Review Committee resigns, or retires, or takes a leave of absence of more than one year, the supervisor will appoint a replacement according to the original appointment procedures. Whenever a member of the Tenure Review Committee takes a leave for one year or less, the supervisor will appoint a replacement for the duration of the leave according to the original appointment procedures.

4. Tenure Review Committee Procedures

4.1 Each Tenure Review Committee will elect a faculty member as its chair. Ordinarily, a faculty member should chair no more than one Committee. If the supervisor is the only tenured member of a department, he/she shall have the option of being the chair of the committee.

4.2 All faculty members of the Tenure Review Committee shall make direct visitations of the contract employee. However, the supervisor shall not be obligated to make classroom visitations in the case of classroom instructors, though he/she is encouraged to do so.

4.3 Visitations shall be subject to these conditions:

4.3.1 The evaluatee shall be notified of the day and time for the formal evaluation visitation(s) at least one (1) week in advance. There must be a pre-conference and a post-conference between the committee member(s) and the evaluatee for each visitation. The times and dates of the conferences shall be noted on the working documents by the evaluator. (See 4.3.4 below.)

4.3.2 Within two working days after the formal classroom or working site visitation(s), the evaluatee may request that the committee member repeat the visitation.

4.3.3 Subject to the provisions of 4.3.1 (above), the committee member may make a second visitation at his/her discretion. For each committee member visitations should be limited to twice a semester.

4.3.4 Each time a committee member makes a visitation, he/she must complete the Peer-Management Evaluation Form for Contract Employees Under Tenure Review as a working document Exhibit J. These working documents shall be retained by the Committee chair until such time as the employee acquires tenure, at which time they shall be

destroyed. The documents shall be made available to the Board of Trustees under conditions described in Section 7.9 and to the employee and all relevant parties under conditions described in Article 22.F.6.2.

4.3.5 The Tenure Review Committee will prepare a consensus evaluation in each semester of evaluation. A complete evaluation will be done in semesters 1, 3, 5, and 7 of the probationary period, but student evaluation is not required in each of these semesters. (See Section 6) The Tenure Review Committee may elect to do evaluation in semesters 2, 4 or 6 of the probationary period. If the Committee elects to do an evaluation in semester 2, 4 or 6, the Tenure Review Committee chairperson is required to inform the Dean of Instruction, Curriculum, and Tenure Review in writing by the end of the 16th week of the prior (fall) semester. For early tenure candidates approved for consideration by the Chancellor, the Tenure Review Committee is required to conduct an evaluation in semester 2. This requirement applies in semester 4 as well for early tenure candidates unless they received tenure at the conclusion of their first year. The Tenure Review Committee shall not conduct an eighth semester evaluation.

4.3.5.1 The elected chair of the Tenure Review Committee will prepare a draft for a consensus evaluation using the same form as the working documents.

4.3.5.2 The Tenure Review Committee, or its majority, will prepare a consensus statement to which non-concurring members must attach dissenting reports.

4.3.5.3 The consensus report should be based upon the following:

4.3.5.3.1 Teaching effectiveness or performance of duties (direct visitation/working documents)

4.3.5.3.2 Tenure Portfolio (See Departmental Guidelines)

4.3.5.3.3 Student Evaluation (See below)

4.3.5.3.4 Professional Activities (See Departmental Guidelines)

4.3.5.4 The evaluatee shall have the opportunity to see and comment upon his/her evaluation.

4.3.5.4.1 The evaluatee, upon receiving the evaluation report form, shall sign or initial the report indicating he/she has received it. If the evaluatee refuses to sign the report, the chairperson of the evaluation committee shall so indicate and sign his/her own name.

4.3.5.4.2 The evaluatee may wish to file a response to the report, in which case the response must be filed within one week after receiving the report. Such response shall be attached to the report and placed in the evaluatee's personnel file.

4.3.6 After the first year, the Tenure Review Committee may decide that not all Committee members need to do direct visitations, but at least three of the Tenure Review Committee members must do visitations if there is to be an evaluation.

4.3.7 The Tenure Review Committee may waive time lines in order to meet the March 15 notification deadline in the spring semester.

4.3.8 For those employees whose full-time employment begins in the spring semester, the first semester of evaluation for purposes of tenure review will be the first Fall semester of employment. This does not preclude the evaluation team from conducting evaluations in the Spring semester subject to the provisions of Section 4.3, et seq.

5. Compensation for Tenure Review Committee Members and Mentors

5.1 In order to be compensated for participation in Tenure Review, each member of the Tenure Review Committee must have attended an orientation for Tenure Review Committee members within the last four academic years.

5.2 Each faculty member of the Tenure Review Committee who conducts direct visitations shall receive nine hours in instructionally-related pay

per semester of evaluation for each contract employee under consideration. The Chair of the Tenure Review Committee will receive an additional 8 hours of instructionally-related pay. During semesters in which direct visitations are not made, there shall be no compensation.

5.3 If a department is acting as a committee-of-the-whole, the committee shall receive up to 44 hours of instructionally-related pay for each semester in which direct visitations are made, except that no committee member shall receive greater compensation than provided in 5.2 above.

5.4 Each mentor shall receive 18 hours of instructionally-related pay per semester. No mentor shall work with more than one contract employee. (See Guidelines.) No mentor shall evaluate an employee for whom he/she is a mentor.

6. Student Evaluation

6.1 Student evaluation shall be done in the same manner as for tenured faculty except that all classes of a contract employee must be surveyed when possible. At a minimum, student evaluations must be done in each of the first three years. The Tenure Review Committee may elect to conduct more student evaluations as needed. (See 4.3.5.)

7. The Recommendation/Decision Process

7.1 In the following paragraphs, “first semester” means the first fall semester of employment; “second semester” means the subsequent spring semester; “third semester” means the second fall semester of employment, and so on.

7.1.1 Where the first year contract employee has served as a full-time temporary academic employee (LTS), or a full-time grant/categorical employee for the complete academic year prior to his/her appointment as a contract employee, the previous year’s employment shall be deemed a year of contract employment in accord with Education Code §§ 87478 and 87470. For purposes of tenure review, the two semesters of temporary or grant/categorical full-time employment shall be deemed the “first semester” and “second semester” of employment.

7.2 At the end of the first semester (fall), the Tenure Review Committee may recommend that an employee’s contract not be renewed by a

unanimous vote. Otherwise, the committee shall recommend retention for a second contract of one year.

7.3 If the Committee elects* to conduct an evaluation during the second semester (spring), the Tenure Review Committee must do one of the following: (a) confirm a prior positive recommendation to retain for a second contract of one year per 9.D.7.2, or (b) assuming that the Chancellor has approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of being unanimous, or (c) reverse its prior recommendation not to renew per 9.D.7.2 and make a new recommendation to renew by affirmative vote of a majority of the committee, or (d) confirm a prior negative recommendation and again recommend that an employee's contract not be renewed, by affirmative vote of a majority of the committee. Option (d) is available only when the Committee voted not to renew in the preceding (fall) semester.

**For early tenure candidates approved for consideration by the Chancellor, the Committee is required to conduct an evaluation in the second semester.*

7.4 At the end of the third semester (fall), the Tenure Review Committee may recommend one of the following: (a) that an employee be retained for a third contract of two years, or (b) assuming that the Chancellor has approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of unanimous, or (c) that an employee's contract not be renewed. The vote not to renew an employee's contract must be made by a vote which is unanimous or within one vote of being unanimous. Otherwise, the committee shall recommend retention for a third contract of two years.

7.5 If the Committee elects* to conduct an evaluation during the fourth semester (spring), the Tenure Review Committee must do one of the following: (a) confirm a prior positive recommendation to retain for a third contract of two years per 9.D.7.4, or (b) assuming that the Chancellor had approved the faculty member as a candidate for early tenure consideration, recommend conferral of tenure effective the ensuing academic year by a vote which is unanimous or within one vote of being unanimous, or (c) reverse its prior recommendation not to renew per 9.D.7.4 and make a new recommendation to renew by affirmative vote of a majority of the committee, or (d) confirm a prior negative recommendation and again recommend that an employee's contract not be renewed, by affirmative vote of a majority of the committee. Option (d) is available only when the Committee voted not to renew in the preceding (fall) semester.

**For early tenure candidates approved for consideration by the Chancellor, the Committee is required to conduct an evaluation in the fourth semester unless the candidate has already been granted early tenure.*

7.6 At the end of the seventh semester (fall), the Tenure Review Committee shall recommend for or against conferral of tenure effective the ensuing academic year by affirmative vote of a majority of the committee. The Committee shall not conduct an evaluation in the eighth semester.

7.7 A vote of abstention by a committee member shall be counted as a negative vote.

7.8 All recommendations of a Tenure Review Committee shall be made sufficiently in advance of the deadline for official notification to the employee of a Board of Trustees decision.

7.9 All recommendations of a Tenure Review Committee shall (a) proceed to the Chancellor, and to the Board of Trustees, (b) result in a decision by the Board of Trustees, and (c) be followed by written notice to the employee pursuant to Article 22.F.6.1. Should the Chancellor not concur in the Committee's recommendation, the Board of Trustees shall review all relevant evaluation documentation, including available working documents. The Chairperson of the Tenure Review Committee, or another Committee member (who is a bargaining unit member) designated by the Chairperson, shall have an opportunity to defend the Committee's recommendation before the Board in closed session.

7.10 The District and Union are committed to preserving the confidentiality and integrity of tenure review committee processes. The tenure review process requires professional judgment about the individual merits of peers, and involves significant personal commitment and sacrifice by committee members. Both parties pledge that they will refrain from any conduct which has the purpose or effect of seeking to influence committee members in the exercise of their professional judgment relative to the merits of the evaluatee.

8. Due Process & Tenure Review Grievances

8.1 A contract employee may disqualify in writing one member (total) of the Tenure Review Committee. This right may be exercised once only, and only at the end of the first or second year of evaluation.

8.2 Grievances involving alleged violations of tenure review processes and decisions shall be handled and decided in accordance with Article 22.F only.

8.3 If, as a result of a tenure review grievance pursuant to Article 22.F, an arbitrator directs the District to reconsider a decision, the process shall be as follows:

8.3.1 The immediate supervisor will appoint a new Tenure Review Committee, including himself/herself and the chair of the previous committee. Other members would be new. Ethnic and gender non-uniformity would be maintained. The new Committee would have five members in all cases. The new Committee will elect its chair from among the faculty members on the Committee. The chair may or may not be the chair of the previous Committee. If tenure review has been done by a committee-of-the-whole, the new members of the Committee will be chosen from the related disciplines as described in D.3.2.2.

8.3.1.1 The employee will be allowed one (total) disqualification of any member of the Committee. A replacement will be selected by the remaining members of the Committee.

8.3.1.2 The employee will be invited to recast his/her Tenure Portfolio. The Committee will review all of the documents from the old Committee. If the employee is currently employed by the District, the Committee for reconsideration will carry out a one-semester evaluation including a complete visitation and student evaluation process. Compensation shall be in accordance with Section 5.

8.3.1.3 After reconsideration, the Tenure Review Committee shall make its recommendations by affirmative vote of a majority of the committee, following the procedures of 7.9. During reconsideration, a vote of abstention shall be counted as a negative vote.

9. Tenure Service Requirement

9.1. Where a faculty member has actual service of at least 75 percent of a full-time load for the Academic Year less ten (10) days, that year shall count toward the acquisition of tenure.

9.2. Where a faculty member has actual service of less than 75 percent of a full-time load for the Academic Year less 10 days, the year may qualify as a year of service through substantial compliance with the 75 percent, provided that both of the two following circumstances are met:

9.2.1 The Tenure Review Committee (TRC) has been able to accomplish all desired observations and evaluations of the faculty member and recommends that the year qualify towards the acquisition of tenure; and

9.2.2 The District determines that the faculty member has demonstrated sufficient progress in his/her ability to perform the assigned duties and professional responsibilities of a tenured, full-time faculty member despite his/her absence from work.

E. Temporary Part-Time Evaluation

1. The evaluation of temporary part-time faculty shall follow the same procedures, use the same form and the same criteria as the evaluation of full-time faculty in the same department, except as follows:

1.1 A temporary part-time instructor shall have the option to request self-evaluation with peer review, only following two (2) satisfactory evaluations without a break in service, as defined in Article 20, Section C.2.1.3. Subsequent self-evaluation with peer review is an option only once every twelve (12) semesters.

1.2 Criteria for evaluation which are inappropriate for temporary part-time faculty, such as extracurricular contributions or committee work, shall bear the notation on the evaluation form “This section does NOT pertain to temporary part-time faculty” and those criteria shall not be evaluated for any temporary part-time faculty.

1.3 Every temporary part-time faculty member must be evaluated within the first year of service. Thereafter, evaluation shall be at least once every six (6) regular semesters.

1.4 Evaluation shall be done by two peers instead of three. In the case of a Peer-Management evaluation, evaluation shall be done by one peer and the manager.

1.5 The evaluatee shall have the right to make two disqualifications.

1.6 The following changes may be made in evaluation procedures for temporary part-time faculty not in their first year.

1.6.1 There shall be only one evaluator.

1.6.2 If the evaluation is not acceptable to the evaluatee, he/she will, upon written request, be re-evaluated. The first evaluation will be sealed. The sealed evaluation shall be maintained in the District's Employee Relations Office. A cross-reference to the sealed document shall be placed in the employee's personnel file. The second evaluator will not be shown the first evaluation, nor be informed of its results. The second evaluation will become the official evaluation. The evaluatee will be allowed one disqualification, in writing, without cause in each evaluation.

F. Categorical Employees

1. Consistent with Article 25, categorically-funded employees who have been employed for one (1) semester or more may be provided, upon request, evaluations in accordance with Section E, above, whenever possible within that semester or the ensuing two (2) semesters.

2. Consistent with Article 25, Categorical Full-time Temporary Employee evaluation may take place when desired and/or scheduled by management. Except as provided in Section 9.B, above, no more than one official evaluation may take place in any one year.

G. Full-time Temporary Faculty (Long-Term Substitute)

1. Consistent with Article 26, Full-time Temporary Employees (LTS) may be provided, upon request, a peer or peer-management evaluation as provided for regular employees except that the provisions of Section E shall apply.

2. Consistent with Article 26, Full-time Temporary Employees (LTS) evaluation may take place when desired and/or scheduled by management. Except as provided in Section 9.B, above, no more than one official evaluation may take place in any one year.

ARTICLE 10 DISCIPLINARY ACTION

No Disciplinary action shall take place except for just and sufficient cause. With the exception of dismissal or suspension, disciplinary action shall be subject to the provisions of the Grievance Procedure. Dismissal or Suspension shall be in accordance with Education Code provisions. Where the employee elects to have an Arbitrator hear the matter of Suspension or Dismissal pursuant to Education Code 87674, District, employee and employee representative shall mutually agree on the Arbitrator within five (5) workdays of receipt of demand. If agreement is not reached, selection of the Arbitrator shall be made in accordance with the selection procedures of the American Arbitration Association.

A. There shall be one official District personnel file for each faculty member which shall be maintained in the District Human Resources Department. The file shall consist of records of employment with the District, records of educational advancement and other work or experience pertaining to the status of the faculty member's employment with the District, appointment request forms, leave forms, transcripts, recommendations and evaluations for job application, and correspondence pertaining to the member.

B. The following items, even though maintained separately, shall be considered as part of the official District personnel file: Time rolls, attendance and payroll records, work orders, TB records, medical records, history cards, salary cards, credential records, schedule and assignment files. The District may add similar categories of routine personnel record-keeping to this list provided that the Union is notified that the list will be expanded.

C. Only materials in the official District personnel file (augmented by records maintained by other governmental agencies) shall be used in any proceeding affecting the status of the faculty member's employment with the District, and this file shall be the only file used in any disciplinary or dismissal proceeding.

1. A faculty member may inspect his/her personnel file upon at least twenty-four (24) hours advance notice and during normal business hours at such times when the faculty member is not otherwise required to render service to the District. A faculty member may, upon his/her written authorization, designate a representative to review the file in the presence or the absence of the faculty member. Where the member selects a Union representative to review the member's file, the Union and member agree to indemnify and hold harmless the District for any loss or damage whatsoever arising from operation of this subsection. District agrees to be bound by applicable federal and/or state statutes concerning the privacy and confidentiality of such records and files. Access to the official District personnel file shall be limited to District administrators and supervisors and their properly authorized classified and confidential staff.

2. All reviews shall be done in the presence of a management employee or designee who shall be positioned in a manner ensuring confidentiality to the parties and security of the file.

3. Any item to be placed in the file shall be clearly identifiable as to its source or originator and its date of receipt by the District.

4. If derogatory material or complaints, except student complaints, are received which may result in placement in the employee's personnel file, the following procedure shall be utilized:

4.1. If the material or complaint is deemed serious enough for further action (e.g., placement in the personnel file of an employee), the material shall be submitted to the appropriate manager for review.

4.2 If any further action is deemed warranted by the manager (e.g., placement in the personnel file of the employee), he/she shall send a copy of the derogatory material to the faculty member within 10 days of the manager's receipt of materials.

4.3 Management shall arrange a meeting with the faculty member to review the material and establish whether or not a factual basis for the material exists. The faculty member may have a representative at this meeting.

4.4 Derogatory material placed in the file must include the factual substantiation of that material.

4.5 If material to be placed in an employee's personnel file is documentation of a conference with the employee, the procedure outlined in 4.1-3 above need not be followed.

5. A faculty member shall be notified of any intended entry into his or her file which is deemed derogatory in nature other than formal evaluations. After receiving copies of the notice and the intended entry, the member shall have the right to respond within fifteen (15) working days. The notice, intended entry, and response, if any, shall be entered into the personnel file at the conclusion of the fifteen working day period.

6. Appeal Procedure

6.1 If a faculty member wishes removal, deletion, or correction of material being placed in his/her file, he/she shall, within fifteen (15) workdays of the time he/she was notified of the intended entry of the material into his/her personnel file, do the following:

6.1.1 Prepare, in writing, the reasons such material in question should be removed, deleted, or corrected.

6.1.2 Send or deliver this explanation, along with a request for review of the matter, to the Director, Human Resources Department.

6.2 Based upon the facts presented in the explanation, the Director, Human Resources Department/designee shall respond in writing within ten (10) workdays as to his/her decision.

6.3 If the decision is not acceptable to the employee, within ten (10) workdays following receipt, an appeal in writing, including the written appeal to the Director, Human Resources Department/designee and his/her response, may be filed with the Chancellor/designee.

6.4 Either the employee or Chancellor/designee may request a personal conference, which shall be held, where possible, within ten (10) workdays of filing/receipt of the appeal.

6.5 The Chancellor or designee shall communicate his/her decision in writing, within fifteen (15) days of initial receipt, or fifteen (15) days subsequent to the conference held between the parties, whichever is the longer period. The Chancellor or designee's decision is final and binding.

6.6 Failure to comply with the time limits at any step shall forfeit all rights to further processing. District failure to respond within time limits entitles the petitioner to proceed to the next step. Time is of the essence in all steps. Time limits and steps may be waived by mutual agreement.

6.7 The faculty member is entitled to representation during this procedure, but he/she may waive this right.

6.8 "Working day" is defined as the normal business hours when the District administrative office is open.

7. Materials excluded from review by the faculty member and the Union include ratings, reports and records obtained prior to the employment of the faculty member and any other materials related to application for other positions in the District. Where inconsistent with the law, this subsection shall not apply.

8. Upon request by a faculty member, copies of any materials which he/she is entitled to review shall be made for him/her. The first copy of material used by the District in any disciplinary, dismissal or grievance proceeding will be provided at no cost. Any other copies will be at cost.

9. The District shall inform each faculty member requesting to see his/her file of the existence of those records maintained separately. Where a faculty member specifically requests to review those official records, the District shall provide for such review.

D. Student Complaints. Student complaints will be processed according to the Student Complaints procedure and its explanatory notes. The Student Complaints procedure, explanatory notes, and forms appear as Exhibit M.

A. Except as modified by the District's Affirmative Action and Staff Diversity Plan or Faculty and Staff Diversity Plan (hereinafter "Plan"), upon its adoption, and Article 4, and/or Sections B.5 and B.6 of this Article, the District will give first consideration to inside applicants for:

(1) Assignment of additional hours up to 67% of a full-time load; and,
(2) Full-time positions.

B. When a screening/interviewing committee screens applications for full-time tenure track positions for recommendation to the Chancellor, the following procedure will apply:

1. The administration will determine the job needs relating to the position.

2. The screening/interviewing committee will identify, screen, interview and recommend final candidates to the Chancellor.

3. In evaluating candidates for recommendation to the Chancellor, the committee shall consider each candidate's job performance, credentials, training, experience in the field, special job related skills, affirmative action status (See Article 4), and District needs. In assessing the relative qualifications of inside applicants insofar as they are competing against each other, seniority shall also be considered as a factor.

4. The Committee will determine the most qualified candidate(s) and, for each position, send one to three names forward in unranked order to the Chancellor for further consideration.

5. Once the District has adopted the Plan, the committee shall follow the goals and timetables in the Plan in evaluating candidates who are equally qualified under the criteria of Section B.3 and shall make every effort to ensure that the finalist(s) to be presented to the Chancellor meet(s) the needs reflected in the District's Plan.

6. Notwithstanding any other provisions in this Article, once the District has adopted the Plan, preference between candidates who are otherwise equal shall go to those candidates who fulfill the goals and timetables of the Plan. If, in applying the criteria in Section B.3, the screening/interviewing committee concludes that an outside candidate and an inside candidate who are otherwise equal both fulfill the Plan goals and timetables, the inside candidate shall have first consideration.

C. The ultimate decision regarding hiring and the selection of candidates for hire is a prerogative reserved to the Board of Trustees.

D. Arbitration Standards and Confidentiality

1. The selection of the District's work force for hire and promotion inherently requires the District to apply judgment and discretion regarding the relative qualifications of applicants. The Union has an interest in monitoring the District's compliance with its obligations under Article 12. In the event of a dispute regarding Article 12, if the Union, after reviewing any grievances over the District's application of the criteria of Article 12.B as well as information provided by the District, seeks arbitration, the parties agree that the appropriate standards of review are:

   1.1 Did the District in fact apply the Article 12 criteria and/or procedure? If not, did the District's conduct prejudice the grievant and what remedy is appropriate?

   1.2 Was the District unreasonable in exercising its discretion and judgment in applying the Article 12 criteria?

2. The Union agrees to uphold and protect the confidentiality of committee processes and procedures at the level of the President, Chancellor and Board of Trustees. In the event of a grievance alleging a violation of Article 12, the District shall, upon the Union's request, promptly provide to the Union such information which can be legally disclosed, which is relevant and necessary to enable the Union to evaluate the grievance intelligently. The Union pledges not to disclose information regarding candidates to any other person except as is essential for the Union to evaluate the grievance.

E. Pay and fringe benefits based on the load following the upgrading process shall be granted in accordance with Articles 20 and 21, Compensation and Fringe Benefits.

F. Full-time positions designated to be filled by Long Term Substitutes shall, whenever possible, be filled in accordance with this Article. For provisions governing temporary upgrading other than LTS, see Article 26, Temporary Employees and Substitutes.

G. Handbook

Effective Fall 2009, all faculty who serve on faculty hiring committees shall receive an electronic or paper copy of the *Handbook for Screening/Interviewing Committees: Guidelines for the Implementation of Article 12*. The Handbook shall be accompanied by a cover letter jointly developed by the Union and the District.

An assignment is the act of appointing a faculty member to a post or duty within his/her employment capacity in order to meet student and district requirements.

A. Pre-Assignment

1. Within each department, employees may, prior to each semester, on a form mutually agreed upon, submit to their immediate manager or designee their desires with respect to their instructional or instructionally-related programs including courses, hours and locations within the Department.

2. In the credit and noncredit program where it is determined and approved by management to be in the best interests of the educational program (instructional, counseling or librarian), a less than five day (i.e. four or three day) a week schedule shall be permitted. The primary intent of this provision is to provide an incentive for voluntary acceptance of evening, weekend, or split assignments.

3. Wherever possible, employees shall be notified in writing of their initial assignments at least four (4) weeks in advance of the assignments becoming effective.

B. Assignment

1. Assignments shall be made considering qualifications, affirmative action (See Article 4), seniority, job performance, special job-related skills and the needs of the District.

2. Assignments of both full-time and temporary part-time employees will be made, where possible, on a semester basis.

3. Assignments shall be made after consultation, wherever possible, prior to any new assignment at more than one site or campus.

4. The District shall consider submitted program requests in making assignments but cannot guarantee compliance.

5. Assignments shall be made by management or designee as required to fulfill educational offerings of the District and contractual obligations of District and unit members.

6. Schedule Deviations (See Article 18.G)

7. Split Assignments

7.1 Except where specifically requested by full-time faculty, split assignments shall be avoided for full-time faculty except to fulfill District needs.

7.2 Where split assignments occur, volunteers will be first considered.

7.3 Management will, where feasible, rotate any such split assignment on a semester basis.

8. Released time for faculty serving on District initiated committees may be granted by management, in its sole discretion.

C. Reassignment – A reassignment is a subsequent change in a full-time employee's initial assignment for part of a load or part of a semester not covered in Article 14.C (Emergency Transfer).

1. Management will solicit and make reasonable effort to find qualified volunteers prior to an involuntary reassignment, except where cancellation of classes or changes in program occur either prior to the beginning of a semester, or in the credit program prior to completion of the first census week, or in the noncredit program within four (4) weeks of the beginning of a class in the semester.

2. Reassignments shall not be made arbitrarily or capriciously; where requested in writing, the full-time employee shall be furnished, in writing, reason(s) for the involuntary reassignment.

3. Employee requests for voluntary reassignment shall be granted with mutual agreement between the District and the faculty member.

D. A part-time faculty member who has taught in the District at a particular load for at least four semesters and is not able to complete his/her assignment due to illness, personal emergency or death in the immediate family, will be given first consideration to return to the same workload when conditions permit, upon his/her written request.

E. When the services of a part-time faculty member are terminated for reasons other than lack of an available class assignment, such faculty member shall, upon written request made within 20 work days after notice of termination, receive a written statement of the reasons for termination. Reasons for termination may be appealed to the Provost and, if not satisfactorily resolved, then to the Chancellor or designee for final decision.

F. Full-time faculty members with split site assignments, exclusive of extra-pay overload, shall be reimbursed, in accordance with past practice, for approved expenditures of mileage, garage parking, bus/streetcar fares and bridge tolls, provided the employee submits the District "Field Expense Form" accompanied by all receipts prior to the fifth (5th) day of the month following the month in which the expenses were incurred.

G. Assignment of Overload and Overload Compensation In the District's Automotive/Trade Skills Department

1. Automotive Department full-time faculty members are not entitled to a guaranteed overload/extra pay assignment.

2. Available overload/extra pay assignments, as determined by management, shall be made on a rotational basis among qualified Automotive faculty members, starting with the most senior qualified faculty member. Consistent with the Faculty Handbook, (1) overload assignments shall not exceed six hours per week of instruction, and (2) exceptions to this limitation require approval of the vice Chancellor of Academic Affairs and the appropriate Associate Vice Chancellor.

3. The District shall not include, and Automotive Department faculty members are not entitled to, any overload/extra pay in the computation of total compensation while Automotive Department faculty members are on sabbatical.

This procedure shall be applied only in those departments or subject areas in which seniority lists have been completed and finally approved by the Employee Relations Department, on behalf of the District, and by the Union, on behalf of all faculty within the discipline or subject area.

A. Reemployment Preference – If, at the time of original assignment, there is a reduction in the number of hours available to a currently employed temporary, part-time faculty member, then, within the faculty member's department or subject area, hours shall be reassigned to temporary, part-time faculty according to their seniority provided the following requirements are met:

1. Minimum Qualifications – The faculty member must possess the State determined minimum qualifications, or their formally granted equivalent, in the discipline or subject area of every course or non-classroom activity to which he or she is assigned.

1.1 Previously Granted Credentials – No mention of minimum qualifications herein shall disqualify a faculty member who has been teaching or serving under a previously granted credential.

2. Assignment Preference Form

2.1 In order to receive re-employment preference, temporary, part-time faculty must submit an assignment preference form prior to the time of original assignment.

3. Prior Assignment

3.1 Credit Courses and Noncredit DSP&S, Older Adults, Health and Safety, and Vocational Courses – For credit assignments, and noncredit assignments in DSP&S, Older Adults and vocational courses, every assignment must be to a course taught at least twice within the last ten (10) semesters. Assignment to specific sections may also require special job-related skills. Management or designee shall publicly list such sections in advance. Management or designee may deem courses within a department or subject area as equivalent to each other for application of this Article provided that such "equivalencies" are publicly listed in advance and consistently applied.

3.2 Other State-Funded Noncredit Areas – For faculty members with noncredit assignments in Consumer Education, Parenting, ESL, Citizenship Ed., or Transitional Studies including ABE/GED and Adult Learning Center, assignment must be to any course in their State-funded noncredit area. Assignment to specific sections may also require special job-related skills. Management or designee shall publicly list such sections in advance.

3.3 For Librarian assignments, assignment must be to an activity (e.g., cataloging, reference, acquisitions), assigned at least once within the last ten (10) semesters.

3.4 For Student Services, assignments must be to an activity and department assigned at least once within the last ten (10) semesters. However, specific assignments may also require special job-related skills.

4. Evaluation – Any assignment may be precluded if the most recent evaluation was unsatisfactory.

5. Unassigned Hours

5.1 Same Department – If hours are still available after all temporary, part-time assignments have been made for currently employed temporary, part-time faculty members in the department in accord with A.3, such hours may be assigned to currently employed temporary, part-time faculty in the department without regard to A.3.

5.2 Other Departments – Currently employed temporary, part-time faculty members may apply for unassigned hours which are available in other departments or subject areas and for which they possess the minimum qualifications, or their formally granted equivalent. With respect to these applications, the faculty member shall be interviewed for the assignment for which he/she applied.

B. Definitions – For purposes of this Article, the following definitions shall apply:

1. Time of Original Assignment – The time of original assignment is the day notice of assignment or non-assignment is given to all current temporary, part-time faculty within a department or subject area who previously submitted Assignment Preference Forms. For purposes of this article, notice is given when assignments are posted at the Adams, Alemany, Chinatown/North Beach, Downtown, Evans, Mission, Ocean, and Southeast campuses.

1.1 At time of posting, notices shall also be mailed first-class to the home addresses on Assignment Preference Forms.

2. Load for the Current Semester – Shall be determined without regard to reductions which were the result of course cancellations due to low enrollment or to fiscal cuts that occurred after the original assignment.

Departments that assign both credit and noncredit courses shall compute assignments, loads, etc. as proportions or percentages of a full-time load.

3. Reduction in the Number of Hours Available – A reduction in the number of hours available to a temporary, part-time faculty member shall be deemed to have occurred if, within a department or subject area, the number of hours offered is less than the faculty member's modal load for the most recent four (4) semesters assigned out of the last six (6) calendar semesters or, if there is no mode, the modal load for the most recent three (3) semesters assigned out of the last six calendar semesters or, if there is no mode, the median load for the most recent three (3) semesters assigned out of the last six (6) calendar semesters.

3.1 Modal Load – The modal load is the single most frequently occurring load in the distribution of loads assigned.

1.	60%	60%	40%	20%	Mode = 60%
2.	60%	60%	40%	40%	Mode = None
3.	67%	67%	40%	20%	Mode = 67%
4.	67%	67%	40%	40%	Mode = None
5.	67%	40%	20%	20%	Mode = 20%
6.	67%	59%	55%	50%	Mode = None
7.		67%	40%	40%	Mode = 40%
8.		67%	40%	20%	Mode = None
9.		40%	20%	20%	Mode = 20%
10.		59%	55%	50%	Mode = None

3.2 Median Load – The median load is that load among the distribution of loads assigned which has an equal number of loads above and below.

1.	60%	40%	20%	Median = 40%
2.	67%	40%	20%	Median = 40%
3.	55%	59%	50%	Median = 55%
4.	67%	50%	20%	Median = 50%

4. Noncredit Assignments – For purposes of determining minimum qualifications for noncredit assignments, discipline or subject area includes, but is not limited to, each of the nine (9) State-funded noncredit areas. (Ref. Education Code Section 84757)

5. Seniority – Seniority shall be defined as the total number of semesters of academic service as a temporary faculty member and shall be determined in accordance with Article 20.C.2.1.1 and 20.C.2.1.3. Faculty members who achieved modal loads in more than one department, discipline, or subject area are eligible for assignments in those departments, disciplines, or subject areas.

5.1 Ties – In case of equal seniority between two or more faculty members, seniority shall be determined by the drawing of lots.

6. Current Employee – Except as specifically provided below, a temporary, part-time faculty member shall only be considered a current employee if he/she

has an assignment during the semester in which assignments are made or, if assignments are made after the semester ends, if he/she had an assignment in the prior semester. Temporary, part-time faculty members who have regular assignments in alternate semesters shall also be considered current employees, even in semesters for which they are not assigned, provided all other requirements of this Article are met.

C. Overload – With respect to the previous semester, the proportionate reduction in the number of temporary, part-time hours in a discipline or subject area shall generally not exceed the proportionate reduction in the number of overload hours assigned to unit members in that discipline or subject area. For example, if the department, in the previous semester, scheduled 30 hours taught by hourly and 21 hours taught as overload (51 hours total) and only 30 hours are currently available to be scheduled, a proportionate reduction is to schedule 59% (30 ÷ 51 = 59%) of previous hours so that 17.7 hours would be scheduled as hourly. Rounding would yield 18 hours hourly and 12 hours overload. Exceptions to this rule may be justified when course hours cannot be split (i.e., a 3-hour assignment is one unit, not three separate hours).

If, for further example, only 6 hours were previously assigned to overload while 60 hours were assigned to hourly, while the department currently has only 24 hours to assign 36% (24 ÷ 66 = 36%), 2.16 hours would go to overload while 21.6 hours would go to hourly. Rounding would yield 2 and 22, but if the department has 3-hour courses, the final result would be 3 hours overload and 21 hourly, rather than zero hours overload and 24 hourly, because zero hours overload would be a 100% reduction rather than 64%.

D. Grievance Procedure

1. Purpose – To provide an orderly procedure for reviewing and resolving grievances promptly and at the lowest administrative level possible. This shall be the exclusive procedure by which grievances arising under the Part-time Reemployment Preference Article may be resolved.

2. Definitions – For purposes of this Part-time Reemployment Preference Article, the following definitions shall apply.

2.1 Grievance – A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific provision of this Article.

2.2 Grievant – Any individual temporary, part-time (or categorical) unit member who believes his/her preference to an assignment under this Article has been violated.

2.3 Day – Any day on which the central administrative office of the District is regularly open for business.

3. Time Limits

3.1 Grievant who fails to comply with the established time limits at any step shall forfeit all rights for that grievance to further application of this Grievance Procedure.

3.2 Time is of the essence in all processing of grievances.

3.3 Time limits and steps may be waived by mutual agreement.

4. Procedural Steps

4.1 Informal Level – Within seven (7) days of the Time of Original Assignment, as defined in 13-1.B.1, the employee shall discuss any alleged violation(s) of this Article with the person making the assignment.

4.2 Formal Level – If a satisfactory resolution is not reached within seven (7) days of the Time of Original Assignment, the employee shall present, within three (3) days thereafter on the "Reemployment Preference Grievance Form" attached hereto as Exhibit E-2, the grievance in writing to the Reemployment Preference Committee (hereinafter "the Committee").

4.2.1 Membership and Rules of the Committee – The Union and the District shall each appoint two persons to serve on the Committee. Only members of the Committee shall attend its meetings. A quorum of three members is necessary to conduct Committee work. The time and day of any meetings of the Committee shall be by mutual agreement between the Union and the District.

4.2.2 Resolution by the Committee – The Committee shall, within ten (10) days of the presentation of a grievance, review and issue any resolution it reaches. Committee decisions shall be reached by consensus, which shall be deemed to occur whenever three (3) members of the Committee sign a written statement of resolution. Resolutions reached by the Committee shall be final and binding on all parties.

4.2.3 Remedies Available to the Committee – The Committee shall have no power to modify or exceed the remedies available under this Article, as set forth below in 13-1.E.

5. Arbitration

5.1 When no consensus is reached by the Committee within ten (10) days after presentation of a grievance, the Union may, upon written notice to the Chancellor's Designee within ten (10) days thereafter, submit the grievance to arbitration under, and in accordance with, the American Arbitration Association's rules then in effect governing expedited arbitration.

5.1.1 In the event the Union elects to submit more than one grievance from a particular department or subject area to arbitration, then all such grievances shall be submitted and decided in one hearing before the same arbitrator.

5.2 Power of the Arbitrator – It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the Part-time Reemployment Preference Article and, in cases where a violation is found, to assign a remedy in accordance with Section E, below. When any matter is submitted to an arbitrator hereunder, the sole issue to be decided shall be: "Is there a less senior temporary, part-time unit member with an assignment in the department or subject area for which the grievant was qualified and was entitled to preference under this Article?"

5.3 The arbitrator shall have no power to:

5.3.1 Add to, subtract from, disregard, alter or modify any of the terms of this Article.

5.3.2 Consider the alleged violation of any provision or matter lying outside of the Part-time Reemployment Preference Article.

5.3.3 Modify or exceed the remedies available under this Article, as set forth below in 13-1.E.

5.3.4 Consider any evidence of past practice including, but not limited to, prior deliberations or resolutions of the Committee relating to present Grievance or any other matter.

5.3.5 Determine that more than one grievant has preference with respect to a particular assignment within a department or subject area.

5.4 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

5.5 The decision of the arbitrator shall be final and binding on all parties.

5.6 All fees and expenses of the arbitrator shall be shared equally by the District and the Union. All other expenses shall be borne by the incurring party, and neither party shall be responsible for the expense of any witness called by the other.

E. Remedy – When preference to an assignment under this Article has been improperly denied, the Grievant shall be entitled to treatment in the subsequent semester as if the appropriate assignment had been made (i.e. semesters of service, mode, median, current status). In addition, one of the following remedies shall be granted:

1. Provided that the remedy can be implemented prior to the beginning of the assignment to which preference was denied, the Grievant shall receive the percentage of a full-time load he/she would have received but for the improper application of this Article; provided, however, the specific assignment shall be determined by the District in accordance with the Contract.

2. When the remedy is not implemented prior to the beginning of the assignment to which preference was denied, the remedy shall be limited to the following:

2.1 Continuation of medical benefits at the District's expense provided the Grievant was eligible for and received such benefits in the prior semester; and further provided that the cost of dependent care benefits, if any, shall be paid in accord with Article 21.B.3.1.1.

2.2 Assignments in subsequent semester(s), in addition to any assignment to which the Grievant may otherwise have preference under this Article, until the missed assignment has been worked**,** provided an assignment is available for which the Grievant is qualified; and further provided that, in no event, shall such assignment(s) together with all other assignments received by the Grievant exceed 67% of a full-time load within an academic year.

F. Exceptions – This Article shall not apply with respect to the following:

1. Site supervision or non-departmental laboratory assignments.

2. Contract Education and Community Services assignments**,** provided, however, that Contract Education assignments in existing subject areas or departments shall be considered in determining modal and median load under this Article.

3. A temporary, part-time faculty member with four or fewer semesters of service unless he/she has been evaluated as satisfactory.

4. A temporary, part-time faculty member whose services are terminated for reasons other than lack of an available assignment. (Ref. Article 13.E)

5. Overload assignments to courses not taught by hourly faculty twice in the last ten (10) semesters will be excluded from consideration in C.

6. Retired faculty re-employed as faculty, whether previously employed as full-time or as temporary, part-time.

7. Graduate students hired on or after July 1, 1997, as faculty interns; other temporary hourly faculty hired on or after July 1, 1997, on an emergency basis; and all other temporary hourly faculty hired on or after July 1, 1997, whose hiring was not through the usual process. This exclusion does not apply to any faculty under this section who are subsequently selected for employment under established hiring procedures.

G. Part-time employees are ineligible for leave under Article 17.Q, Family Medical Leave. However, part-time employees who are unable to work part or all of their assignment, due to an event for which leave is granted to eligible employees under Article 17.Q, shall be considered current employees within the meaning of Article 13-1.B.6 from the date they become unavailable for employment, until the conclusion of the next complete semester. Verification of the qualifying condition or event causing them to be unavailable for employment shall be provided by the employee in the manner specified in Article 17.Q. Part-time employees under this section shall accrue additional semesters of service only in accordance with Article 20.C.2. Part-time employees unavailable for employment under this section shall retain eligibility for the same modal load for assignment purposes that they had prior to the time they stopped working. Part-time employees may use the procedure provided in this section no more than once in any twenty-four-month period running backwards from the date the rights under this section are first invoked.

H. Break in Service

Effective Academic year 2006-2007, a break in service for purposes of reemployment preference shall be defined as absence for a period of more than four consecutive semesters (a one-month grace period shall be given). Following such break in service, the employee must reapply for and be placed on the part-time pool list for the department or subject area in order to be eligible for reemployment. Modal or median load must be reestablished and will be based on the employee's assigned load for semesters of service following the break in service.

I. Recall

1. Temporary part time faculty who have acquired a reemployment preference under this article and who are not currently employed due to a lack of available hours shall retain their reemployment preference right under this article for up to four (4) semesters.

2. Temporary part time faculty who wish to invoke their right under this recall provision shall notify their Department Chair in writing as soon as possible, and no later than the first week of instruction that they wish to be considered for future assignments in the next semester. The notification will include information as to where the Department Chair may send a preference form. Renotification is required each succeeding semester in which faculty seek to invoke their recall right.

3. Department Chairs will provide a preference form to temporary part time faculty who have complied with the notification requirement. Part time faculty are required to turn in their preference form in the same manner and by the same deadline as current employees.

A. A transfer is a change in a unit member's given department or campus at the same load. A campus includes all work sites under the specific administration of that campus.

B. Emergency Transfers – Where a full-time faculty vacancy occurs during a semester, the District may temporarily place any employee in such vacancy for the remainder of the semester.

C. Self-Initiated Transfers (Voluntary) – Regular full-time employees, upon request, shall be given consideration for permanent transfers to vacancies occurring prior to the beginning of a regular semester. Contract (probationary) employees may not apply for voluntary transfer.

D. Management-Initiated Transfers (Involuntary)

1. Other than 14.C above, management will solicit and make reasonable effort to find qualified volunteers prior to involuntarily transferring a regular full-time employee.

2. Involuntary transfers of full-time employees shall not be made arbitrarily or for disciplinary reasons. Upon written request, the employee shall be furnished, in writing, the reason(s) for the involuntary transfer.

3. An involuntarily-transferred full-time employee shall retain for two (2) years the right to return to his/her original department or work site if/when conditions permit, by requesting such return in writing, and, shall retain for an additional three- (3) year period the right of first consideration for return to his/her original department or work site if/when conditions permit by requesting such consideration in writing.

E. In all transfers, faculty members shall be considered on the basis of credentials, major and minor fields of study, qualifications, affirmative action, seniority, job performance, special job-related skills, and the needs of the District.

F. Where involuntary transfers occur, other than reduction in force, and additional training is deemed required by the District in regard to full-time employees, such training shall be at District expense as to tuition, books and related expenses.

G. The Chancellor is authorized under the Education Code and authority delegated and imposed upon him/her by the Board of Trustees to make transfers of all employees based upon the needs of the District and consistent with the terms of this Agreement.

A. A resignation is a statement in writing on the part of a faculty member that he/she wishes to terminate employment with the District.

B. A faculty member may terminate his/her employment provided that he/she gives at least 30 days written notice in writing.

1. All resignations shall be submitted directly to the Chancellor's Office or Designee, and be dated, and immediately forwarded to the Human Resources Department.

C. Responsibilities of Employee

1. Return all faculty and student records to the appropriate administrative office.

2. Return all keys, parking permits, audio-visual items, library books, etc. to the appropriate offices.

3. Return any departmental campus/school items.

A. District and Union agree that appropriate levels of cleanliness, lighting, ventilation and temperatures, adequate security, police services and secure and safe classrooms are necessary and conducive to optimum learning and teaching.

B. The Union shall designate representatives to the Health and Safety Committee in accordance with the Shared Governance Agreement.

C. District agrees it shall maintain and comply with all safety requirements as determined by applicable law including regulations of the California Occupational Safety and Health Act (Cal OSHA).

D. Where a student makes a real or implied threat of bodily harm or injury:

1. The faculty member must report the threat immediately to the campus police, if on site, and the immediate supervisor/chairperson. The faculty member is required to follow up such immediate report in writing in accordance with the established "Notice of Instructor's Discipline Form."

2. The faculty member may remove the student for up to two (2) consecutive class meetings in accordance with established District procedure.

3. The administration shall conduct an immediate investigation/hearing. During the period of investigation/hearing, if the faculty member feels endangered, he/she may request and the District shall make a reasonable effort to make the work environment secure by doing such things as changing the class site, providing on-site security, reassigning of the student or teacher by mutual agreement, or using other remedies agreed upon by the District and faculty member.

E. In cases of assault and battery, it is the duty of any faculty member who is attacked, assaulted, or menaced by any person and the duty of any person under whose direction or supervision such faculty member is employed who has knowledge of such incident, to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred. If the attack, assault, or menace was by a student, failure to make such a report is a misdemeanor punishable by a fine of not more than $200, and any action designed to influence the faculty member not to make such a report is also a misdemeanor subject to a fine of not less than $100 or more than $200.

F. Faculty may request and the District shall make, within time, space and budget limitations, every effort to provide faculty members secure spaces to lock up teaching materials.

A. General Provisions

1. A leave is an authorized absence from duty for a specific period of time. A leave protects the full-time unit member by holding his/her place until he/she returns to duty. Part-time unit members on leave retain their Article 13-1 reemployment preference right. As indicated herein, some leaves are without pay, some leaves are with partial pay, and some leaves are with full pay.

2. "Unit members" refers to all members of the bargaining unit, both full time and part time, unless otherwise specified.

3. Fringe Benefits – Unless otherwise indicated, unit members on paid leave are eligible for and retain fringe benefits of their position; unit members on unpaid leave shall be eligible for and retain fringe benefits of their position, in accordance with the specific insurance program and carrier requirements, by paying monthly, in advance, to the District Business Office, the full District and employee costs of such benefit programs. Fringe benefits for full-time members on partial load leave shall be in accord with current practice. Unit members must make arrangements with the District Business Office for payment of benefit premiums within 20 working days following notice of approval of leave. Unit members not making such arrangements within 20 days following notice of approval of leave shall have coverage rescinded until they return from leave. Management may make exceptions where individual circumstances warrant. Upon return from unpaid leave, such benefits shall be reinstated.

4. Retirement – The effect of leave on retirement eligibility and/or credit shall be exclusively governed by the State Teachers' Retirement System, or the San Francisco City & County Employees' Retirement System, whichever is applicable. Unit members should, prior to requesting leave, determine from the Retirement System sources the effect of such leave. Leave Forms will include the statement, WARNING - EMPLOYEES SHOULD CHECK WITH THEIR RETIREMENT SYSTEM FOR EFFECTS OF THIS LEAVE ON RETIREMENT ELIGIBILITY/ BENEFITS.

5. Other Benefits – Unless otherwise indicated, time on paid leave shall be counted as time in service for rights and benefits.

6. Notification of Leave

6.1 Except in emergency situations or when waived by management, requests for unpaid leaves longer than 20 working days shall be filed within 10 days following the beginning of the semester for the following semester (e.g., approximately January 30 for a Fall Semester leave or approximately August 30 for a Spring Semester leave).

6.2 Within twenty (20) working days of the request for leave, the Chancellor or designee shall, whenever possible, notify the applicant as to whether or not a recommendation for approval of the requested leave shall be forwarded to the Board of Trustees. Notification of approval or denial shall be provided immediately upon determination by the Board.

6.3 Where short term leave (20 days or less) is requested, such request shall be made no later than 5 working days prior to the requested beginning day of leave.

7. Abridgment of Leave – The District may grant or deny requests for early return from leave or cancellation of approved leave.

8. Return from Leave – Where no leave extension request has been received and granted, and no emergency exists to prevent return on the specified date, failure to return shall result in the following: District shall begin immediate processing for the securing of a written resignation and/or begin immediate processing for the discharge of such employee. This section shall be printed on District leave forms.

B. Unpaid Leave

1. Full-time Unit Members

1.1 A full-time unit member may be granted a leave without pay for not more than twenty (20) assigned duty days in any one-year period, subject to the discretion/approval of the Chancellor.

1.2 A full-time unit member may be granted leave without pay for any period of time up to one year upon recommendation of the Chancellor, and subject to the approval of the Board.

1.3. Unless otherwise indicated, leaves may be extended for up to two additional years upon approval of the Chancellor, and subject to the approval of the Board.

2. Part-time Unit Members

2.1 A part-time unit member may be granted leave without pay for any period of time up to one semester upon recommendation of the Chancellor, and subject to the approval of the Board.

2.1.1 During such leave, the employee shall retain his/her reemployment rights to an assignment in accord with Article 13-1.B.6 for up to two (2) semesters.

2.2 To be eligible, the employee's most recent evaluation must have been satisfactory.

2.3 The employee must submit an assignment preference form in accord with Article 13-1.A.2.1 prior to expiration of the leave to be eligible for an assignment in the subsequent semester.

2.4 Unless otherwise indicated, leaves may be extended for up to one additional semester upon approval of the Chancellor, and subject to the approval of the Board.

2.5 Other Approved Absences

2.5.1 In order for part-time faculty to take advantage of specific opportunities for professional growth, the appropriate Vice Chancellor may grant written permission for specific absences at that Vice Chancellor's discretion.

2.5.2 During such approved absences, the employee shall retain his/her reemployment rights to an assignment in accord with Article 13-1.B.6 for up to two (2) semesters.

3. Extension of Unpaid Leaves Longer than 20 Working Days

3.1 Except in emergency situations or when waived by management, an applicant must request an extension of his/her leave of absence in accordance with the deadline for initial leaves of absence.

3.2 Notice to Employee Regarding Extension of Leave – Within twenty (20) working days of the request for extension of leave, the Chancellor or designee shall whenever possible, notify the applicant as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Board of Trustees. Notification of approval or denial shall be provided immediately upon determination by the Board.

4. Board-approved unpaid leaves of one semester or one year when completed under nationally recognized fellowships or foundations (Fulbright, Guggenheim, etc.) do not break the continuity of service for salary increments and sabbatical credit, where applicable.

C. Sick Leave

1. Accrual Rate

1.1 Sick leave for full-time unit members' illness or injury (only) shall be granted at the rate of one day (or the hourly equivalent) per month of service in the academic calendar computed on a contractual basis ten (10) days (or the hourly equivalent) maximum leave annually.

In the Noncredit Program and for all counselors, sick leave for full-time unit members shall be granted in hours rather than days in accordance with the following schedule:

Instructors	= 5 hours per day
Counselors	= 6 hours per day
Instructionally-related faculty	= 7 hours per day

1.1.1 If a full-time unit member has not rendered service during the academic calendar because of illness or injury and does not render service during a subsequent academic calendar because of illness or injury, he/she shall not receive the ten (10) sick days in that subsequent year.

1.2 Part-time unit members who are paid on an hourly basis shall be granted sick leave hours on the basis of 0.057 times the number of hours of service performed during the academic calendar. Part-time unit members who are paid by load shall be granted sick leave hours on the basis of 0.057 times the number of scheduled instructional hours. Part-time sick leave is subject to the following limits:

1.2.1 Limits of Accumulation – No part-time unit member may accumulate more hours of sick leave per semester than the usual number of hours per week at 67% of a full-time load in that assignment times 0.057. This includes block hour assignments.

1.2.2 Use and Accrual of Sick Leave – Sick leave may be used at any time after it is earned, provided it is used in one hour increments. (Sick leave may be used in one-half (½) hour increments only when a full assignment is missed and that assignment is one which is regularly scheduled in one-half (½) hour blocks (e.g. 1½ hours, 2½ hours, etc.)).

1.2.3 For purposes of converting part-time hours to LTS days or full-time days: Number of part-time hours accumulated sick leave divided by hours of average daily workload as a full-time unit member within the department/discipline assigned equals full-time days accumulated.

1.2.4 For purposes of converting LTS days to part-time hours: Number of LTS days accumulated sick leave times hours of average daily teaching load as an LTS equals part-time hours accumulated.

1.3 Sick leave shall be earned only for assignments performed during days of service in the academic calendar year up to a maximum ten (10) days or the equivalent in hours, except in overload/extra-pay assignments. For purposes of this Article, an overload/extra-pay assignment is an additional assignment during the days of the academic calendar granted to a full-time unit member in addition to his/her contractual workload. Overload/extra-pay assignments shall not accrue sick leave, except overload/extra-pay assignments for full-time unit members in the Automotive Program and in the Aircraft Maintenance Program. These specified exceptions preceding shall accrue sick leave, which shall be maintained in a separate sick leave bank. Such sick leave shall be accumulated in the manner of part-time sick leave (17.C.1.2) but it may not be used for any purpose other than overload/extra-pay assignments. This overload/extra-pay sick leave shall be subject to 17.C.2.1. Nothing contained herein shall be interpreted as granting to any full-time unit member the right to an overload/extra-pay assignment.

1.4 Usage – Accumulated sick leave may be used at any time during the school year for any assignment, except for overload as stated in 17.C.1.3 preceding.

In the Credit Program only, a full-time unit member who is absent and takes sick leave for an amount of time less than or equal to one-half (½) of a particular day's assignment shall be charged with only one-half (½) day of sick leave.

In the Noncredit Program and for all counselors, a unit member who is absent and takes sick leave shall be charged in hours rather than days.

1.5 Unpaid Leave – A unit member who is on unpaid leave, in accordance with the provisions of Section 17.B et seq., shall retain all accumulated sick leave, but shall not accrue any additional sick leave benefits during such periods of absence.

1.6 Paid Leave – Unit members on paid leave, except those on sabbatical or industrial accident or illness shall accumulate sick leave benefits in accordance with this Article.

2. Earned sick leave which is not used may be accumulated indefinitely from one year of service to the next year and may be used as required during such subsequent years of service. Part-time unit members' accumulated but unused sick leave is lost after a break in service of more than four consecutive semesters. A one-month grace period shall be allowed.

3. Full-time unit member credit for sick leave of absence need not be accrued prior to taking sick leave, and such leave may be taken at any time during the school year, not to exceed the balance of the member's sick leave entitlement through June 30 of that fiscal year.

3.1 Part-time unit members who are paid by load need not have accrued sick leave credit prior to taking sick leave, and such leave may be taken at any time during the semester, not to exceed the balance of the member's sick leave entitlement through the end of that semester.

4. Transfer of Sick Leave Credit (from outside the District)

4.1 Sick leave credit received by transfer from the previous employer of a new unit member shall be accepted pursuant to the provisions and limitations of the Education Code.

4.2 It shall be the responsibility of the unit member to notify the Human Resources Department, in writing, of the name and address of the District by whom he/she was last employed, and request credit for the accumulated leave of absence for illness or injury to which he/she is, or was, entitled at the time of separation.

5. The District shall continue its practice of reporting a running total of accumulated sick leave on pay advice notices for unit members.

6. A unit member utilizing sick leave benefits under provisions of this section shall provide the District with a signed "Faculty Application for Leave Allowance" form. In all cases of absence due to illness/accident not exceeding the number of continuous days of absence in the following table, the Manager or Supervisor approval signature shall be deemed as certifying the absence of the unit member, and authorizing sick leave usage, if available. Failure to sign or refusal to sign shall be for good and sufficient cause.

A signed certification from a health care provider verifying that there was an illness/accident and the ability to return to work may be required in accordance with the following table, or if the employee has demonstrated a chronic, persistent, or patterned use of sick leave indicating possible misuse and/or the employee shows a pattern of failing to notify their Department of illness-related absences. Should absence continue in excess of one month, an additional certification from the health care provider must be filed each succeeding month.

"Health care provider" is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, and physician assistants who are authorized to practice by the State and performing within the scope of their practice as defined by State law, a Christian Science practitioner, or any provider from whom the employee's health plan will accept medical certification to substantiate a claim for benefits.

6.1 The number of days of continuous absences upon which a doctor's certificate may be required shall be in accordance with the following:

No. of Days/Week of Assignment	No. of Continuous Days of Absence upon which a Doctor's Certification may be Required
6	6
5	6
4	5
3	4
2	3
1	2

7. Sick leave may be utilized by any unit member placed under quarantine on the same basis as though this person has been ill.

8. Unit members upgraded from part-time to full-time, from part-time to long-term substitute, from long-term substitute to full-time, or reverting from long-term substitute back to part-time shall retain all sick-leave accruals from their previous District assignment(s).

D. Partially Paid Sick Leave

When a full-time unit member (excluding full-time temporary) has exhausted his/her sick leave benefits and is subsequently absent from work because of illness or accident for a period of one hundred (100) days or less, whether or not the absence arises out of or in the course of his/her employment, the employee shall receive fifty percent (50%) of his/her regular salary during the period of such absence up to a maximum of one hundred (100) work days within an academic year.

E. Voluntary Sick Leave Bank (VSLB)

1. The pool established and maintained by the voluntary contributions of accrued sick leave days/hours by unit members is known as the Voluntary Sick Leave Bank (VSLB) and shall be administered according to the provisions below.

1.1 Contributions – The VSLB may call for contributions at the beginning of any academic year in which the balance is less than one hundred (100) days. Additional calls for contributions may be accepted whenever the balance is less than the current demands upon the bank. Contributions may also be accepted from new unit members whose initial hire date falls between calls for contributions. Effective with the first call for contributions after July 1, 2009, if the unit member agrees to contribute to the VSLB, that member's contribution will automatically renew at each subsequent call for contributions. Members who agree to contribute will be provided a

written form to be signed by the member to confirm that contributions will automatically renew. At each subsequent call for contributions, members will be provided the opportunity to opt out of the automatic renewal.

1.1.1 Full-time Unit Members – Full-time unit members may voluntarily contribute from their accrued sick leave one (1) day per call for contributions.

1.1.1.1 If there is a call for contributions and a full-time unit member has no accrued sick leave to contribute at the time of the call, a current member subject to automatic renewal will be allowed to remain a member, and a new member will be allowed to respond affirmatively to the call for contributions. Thereafter, one (1) day of accrued sick leave shall be deducted from the account of said member as soon as he/she has accrued the required one (1) day, but in no event may such member apply for or receive an award from the VSLB until such time as the required one (1) day of sick leave is deducted from his/her accrued sick leave.

1.1.2 Part-time Unit Members – Except as provided below, part-time unit members may voluntarily contribute from their accrued sick leave the following increments per call for contributions:

Full-time-equivalent load up to 50% = 1 hour
Full-time-equivalent load 50% or higher = 2 hours

1.1.2.1 Part-time unit members who are members of the VSLB and who are upgraded to full-time status will be charged from their accrued sick leave one (1) day in order to maintain their membership in the VSLB.

1.1.2.2 Part-time unit members who are not members of the VSLB and who are upgraded to full-time status will be afforded a new opportunity to voluntarily contribute from their accrued sick leave one (1) day at the time they are upgraded.

1.1.2.3 If there is a call for contributions and a part-time unit member has no accrued sick leave to contribute at the time of the call, a current member subject to automatic renewal will be allowed to remain a member, and a new member will be allowed to respond affirmatively to the call for contributions. Thereafter, accrued sick leave shall be deducted

from the account of said member as soon as he/she has accrued the required sick leave, but in no event may such member apply for or receive an award from the VSLB until such time as the required sick leave is deducted from his/her accrued sick leave.

1.1.3 Effect of Contribution – Contributors shall be treated as if no right to the contribution had ever accrued. Under no circumstances shall contributed time be retrievable.

1.2 Eligibility

1.2.1 Current Contributors – Only current contributors to the VSLB shall be eligible for benefits. Current contributors shall be defined as any of the following: unit members (1) who contributed at the beginning of the academic year; (2) who contributed to the most recent call for contributions; or (3) who are hired between calls for contributions, who contribute at the time of hire.

1.2.1.1 Unit members who are on leave or approved absence when there is a call for contributions shall be sent via the U.S. Mail to their home addresses written notification of the call for contributions and a copy of an appropriate form. Unit members on leave or approved absence who are unable to respond by the deadline established for that call for contributions shall have up to thirty (30) calendar days from their return from leave to turn in the call for contributions form to the Human Resources Department.

1.2.2 Other Paid Leave Accounts – No unit member will be eligible for benefits from the VSLB until all other available paid leave accounts under the District/AFT Contract have been exhausted.

1.2.3 Catastrophic or Life-Threatening Injury or Illness – Benefits will be available from the VSLB only in the event of a catastrophic or life-threatening illness, as defined below.

1.2.3.1 Catastrophic Injury or Illness – A catastrophic illness or injury is one which is expected to create a financial hardship and one which the employee's physician has certified is expected to incapacitate the employee for an extended period of time.

1.2.3.2 Life-Threatening Injury or Illness – A life threatening injury or illness is one which is expected to create a financial hardship and one which the employee's

physician has certified poses an imminent threat to the employee.

1.3 Benefits

1.3.1 Full-time Unit Member – The VSLB may contribute up to 100 days of half-pay sick leave, which leave shall coincide with the District's provision of 100 days of half-pay sick leave pursuant to Article 17.D – Partially Paid Sick Leave.

1.3.2 Part-time Unit Member – The VSLB may contribute up to 100 days of sick leave, at the rate of the faculty member's current load, which leave shall terminate at the end of the semester in which it begins.

1.3.3 Limitation on Use – No unit member may receive benefits from the VSLB more than two times in his/her lifetime provided, however, that the VSLB Committee may determine that a member will receive benefits from the VSLB a third time in his/her lifetime. In order to be considered for a third lifetime benefit, the Committee must determine that the total number of days (half-days for full-time unit members and full-days for part-time unit members) of sick leave in either the first or second award was thirty-five (35) days or less due to the number of instructional days remaining in a semester for part-time members or the number of instructional days remaining in an academic year for full-time members.

1.3.4 Extraordinary Benefits

1.3.4.1 The VSLB Committee may, in its discretion, make a finding that in a particular case there are exceptional circumstances which would make it desirable to provide an extraordinary benefit to a unit member. Such a finding shall be made by majority vote of the Committee. In such exceptional cases the Committee may recommend to the Board of Trustees that the VSLB contribute up to 25 full days to the member, to commence after the member has exhausted the half-pay sick days which the VSLB contributed to him/her. The Board shall appoint a special committee to consider such recommendations. The Board's special committee, in its sole discretion, may approve or reject the Committee's recommendation for extraordinary benefits.

1.3.4.2 A decision by the Board's special committee to reject the Committee's recommendation for extraordinary benefits shall not affect the member's eligibility to receive other benefits under this Article.

1.3.4.3 No member may receive extraordinary benefits from the VSLB more than one time in his/her lifetime.

1.3.5 Effect of Receiving Benefits – Benefit recipients shall be solely responsible for any state and federal taxes on the donated time. Such taxes shall be withheld at the normal rate for the recipient. In the event that the state or federal governments rule that a tax liability is due other than as taxed, the recipient shall be solely liable for such liabilities.

1.4 Procedures

1.4.1 Applications – Applications for benefits shall be submitted in a sealed envelope to the Dean of Human Resources. A copy of such applications, excluding the identities of the applicants, shall be referred to a VSLB Committee of two (2) District and two (2) Union representatives. This Committee shall administer the VSLB, and its decisions regarding the administration of the VSLB shall be by majority vote. This Committee shall also make recommendations, by majority vote, of the number of sick leave days/hours to be made available to persons who apply for them. In the event of a deadlock, the Committee shall jointly select a person to cast the deciding vote. The Committee Chairperson will prepare an annual report which will include the following: (1) the number of hours and days in the bank; (2) the number of applications for benefits; (3) the number of applications approved; (4) the number of days/hours granted; and (5) the date of the last call for contributions. The Board's special committee, at its sole discretion, may accept or reject such recommendations of the VSLB Committee.

1.4.2 Physician Certification – Applicants for benefits must submit a physician's certification that a catastrophic or life threatening injury or illness exists. (See definitions in Sections 1.2.3.1 and 1.2.3.2, above.) At its discretion and expense, the District may require that applicants submit to examination by a second physician for confirmation.

1.4.3 The decision of the VSLB Committee and of the Board's special committee shall not be subject to the grievance and arbitration provisions of this agreement.

F. Personal Emergency/Necessity Leave

1. A unit member shall be granted up to a maximum six (6) days leave of absence in any school year, at his/her election, in cases of personal emergency/necessity, where such leaves can be deducted from the employee's accumulated sick leave.

1.1 Personal Emergency Leave. Prior notice or management approval is not required for Personal Emergencies of serious illness or death of a member of his/her immediate family or an accident involving his/her person or property, or the person or property of a member of his/her immediate family. "Immediate family" will be interpreted to mean the mother, father, daughter, son, sister, brother, grandmother, grandfather, or a grandchild of the employee or of the spouse or domestic partner of the employee, and the spouse, domestic partner, son-in-law, daughter-in-law, of the employee, or any person living in the immediate household of the employee.

1.2 Personal Necessity Leave. Personal business of a compelling nature, religious holidays and appearances in court as a litigant require prior management approval.

1.3 Where such leave can be deducted from the employee's accumulated sick leave and such use does not exceed the six (6) day maximum, personal emergency/necessity leave may be used to a maximum of three (3) days in any one occurrence, upon prior notice to management, where there is a death of a person with whom the employee has had a significant relationship of long standing and such person is not a member of the immediate family as defined in this section.

2. An employee utilizing Personal Emergency/Necessity Leave under the provisions of this section shall fill out and sign the "Faculty Application for Leave Allowance" form. For Personal Necessity leave, District agrees to provide a notice with Personal Necessity Leave forms informing employees that they may submit forms directly to the appropriate administrator in a sealed envelope in order to assure confidentiality. Such forms will be viewed only by the persons required for approval, and shall be placed in the appropriate files.

3. The number of continuous days of personal emergency leave allowable shall be in accordance with the following:

No. of Days/Week of Assignment	No. of Consecutive Assignment Days of Leave
5	6
4	5
3	4
2	3
1	2

G. Pregnancy Disability Leave (PDL)

1. A unit member who is absent from duties because of disability caused by or contributed to by pregnancy, miscarriage, childbirth, or recovery therefrom has the right to up to four months of Pregnancy Disability Leave

(PDL). Up to six weeks of PDL is District-paid leave and not deducted from sick leave. To utilize PDL before or after the delivery date, the employee shall be required, within six (6) weeks post–delivery, to provide a physician's statement as to the expected length of disability/ability to return to work. Should circumstances cause a re-evaluation of the expected length of disability/ability to return to work, an additional statement from the physician shall be required. A unit member who requires leave beyond six weeks and provides documentation from her physician shall have the right to utilize sick leave, unpaid leave, or provisions of 17.D above for the additional time off required.

2. PDL is not intended to be used as child care leave, which is an unpaid leave. PDL is separate from Family Medical Leave (FMLA), to which a full-time unit member may be entitled. (See Article 17.H, Family Medical Leave.) Part-time unit members are not eligible for FMLA but may be eligible for extended District-paid medical and dental benefits (see Article 21.B.1.4) and may have a reemployment preference right (see Article 13-1.G).

H. Family Medical Leave

1. Eligibility

1.1 Full-time unit members who have been employed by the District for a total of at least fifty-two (52) weeks, whether or not those weeks were consecutive, and who were employed at more than a 67% load during the past year, shall be eligible for Family Medical Leave.

1.2 Part-time unit members are ineligible for leave under this Article. However, they may have certain reemployment preferences under Article 13-1.G, and (2) be eligible for District-paid medical and dental benefits pursuant to Article 21.B.1.4.

2. Use of Sick Leave

2.1 A full-time unit member shall use accrued sick leave as part of any Family Medical Leave taken because of the employee's own serious health condition, except when the employee is receiving compensation pursuant to a disability plan or workers' compensation benefits. The District and employee may agree to allow the use of accrued sick leave to supplement disability or workers' compensation benefits in circumstances when said benefits only provide partial replacement of an employee's income.

2.2 Pursuant to California's "Kin Care" law, a full-time unit member may use up to five days of his or her yearly sick leave entitlement when otherwise unpaid family medical leave is taken to care for an ill spouse, domestic partner, child, or parent. Additional accrued sick leave may be used for Kin Care or other types of Family Medical

Leaves by mutual agreement between the District and the employee.

2.3 Use of accrued sick leave during otherwise unpaid family medical leave does not extend the amount of leave allowed.

3. Events for Which Leave will be Granted – Family Medical Leave will be granted to eligible full-time unit members in the following circumstances:

3.1 For the birth of a child of the employee, and for the care of the newborn child of the employee;

3.2 For the placement of a child with the employee in connection with the adoption or foster care of the child by the employee;

3.3 For the care of a family member of the employee who has a serious health condition, including both physical and psychological care. For purposes of this Article, "family member" is defined as the child, parent, spouse or domestic partner of the employee;

3.4 Due to the serious health condition of the employee which makes the employee unable to perform the essential functions of his or her position. A "serious health condition" of the employee includes any illness, injury, impairment, or physical or mental condition that involves any of the following:

3.4.1 A period of incapacity or treatment in connection with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility.

3.4.2 A period of incapacity of more than three (3) consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves the following: treatment two (2) or more times by a health care provider within thirty (30) days of the first day of incapacity, or treatment by a health care provider on at least one (1) occasion which results in continuing treatment under the health care provider's supervision. An in-person visit is required to the health care provider, and the first visit must take place within seven (7) days of the first day of incapacity.

3.4.3 Any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which requires periodic visits (at least twice per year) to a health care provider for treatment, continues over an extended period of time, and may cause episodic rather than a continuing period of incapacity (such as asthma, diabetes, epilepsy.)

3.4.4 A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, severe stroke, terminal stages of a disease). The employee or family member must be under the continuing supervision of a health care provider, but need not be receiving active treatment.

3.4.5 Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical treatment, such as cancer (chemotherapy, radiation), severe arthritis (physical therapy), or kidney disease (dialysis.)

3.4.6 Routine physical examinations and voluntary or cosmetic treatments which are not medically necessary are not "serious medical conditions" unless inpatient hospital care is required.

3.5 For a "qualifying exigency" arising out of the fact that an employee's spouse, domestic partner, child or parent is on active duty or has been notified of an impending call or order to active duty ("qualifying exigency leave").

3.5.1 Qualifying exigency leave is limited to relatives of National Guard and Reserve servicemembers and of Armed Forces retirees who are in federal service. It does not apply to relatives of the Regular Armed Forces on active duty because those individuals, according to federal law, do not serve under a call or order to active duty.

3.5.2 For purposes of qualifying exigency leave, "child" means the employee's biological, adopted or foster child, stepchild, legal ward, or a child for which the employee stood in loco parentis, who is of any age.

3.5.3 The following are examples of a "qualifying exigency," so long as the need for leave relates to active military duty or a call to active duty: (1) addressing issues arising from a short-notice deployment (defined as seven (7) days or less); (2) attending military sponsored events; (3) arranging childcare or participating in school activities; (4) making or updating financial or legal arrangements; (5) attending counseling; (6) spending time with a servicemember who is on short-term rest and recuperation leave during the period of deployment (leave limited to up to five (5) days for each instance of rest and recuperation); (7) participating in post-deployment

activities, such as arrival ceremonies, reintegration briefings and other military sponsored events for a period of ninety (90) days following the termination of the active duty status; and (8) addressing other issues arising out of the active duty or call to active duty provided that the District and employee agree such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

3.6 To care for a current member of the Armed Forces, National Guard or Reserves who has a serious injury or illness if the employee is the spouse, domestic partner, child, parent or next of kin of the servicemember ("military caregiver leave").

3.6.1 Military caregiver leave does not apply to relatives of former members of the Armed Forces, National Guard and Reserves or those on the permanent disability retired list.

3.6.2 For purposes of military caregiver leave, "next of kin" means the nearest blood relative other than the servicemember's spouse, domestic partner, parent or child, in the following order: blood relatives who have been granted legal custody of the servicemember by court decree, siblings, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another blood relative as his or her nearest blood relative.

3.6.3 For purposes of military caregiver leave, a "serious injury or illness" is an injury or illness incurred by a servicemember in the line of duty on active duty that renders the servicemember unfit to perform the duties of his or her position.

3.6.4 For purposes of military caregiver leave, "child" means the employee's biological, adopted or foster child, stepchild, legal ward, or a child for which the employee stood in loco parentis, who is of any age.

4. Amount of Leave – The length of leave depends upon the type of Family Medical Leave taken.

4.1 Full-time unit members who are eligible for Family Medical Leave are entitled to take up to twelve (12) weeks of leave in a twelve (12) month period when the leave is taken for the following reasons: (1) birth of an employee's child; (2) placement of a child with the employee for adoption or foster care; (3) to care for a family member with a serious health condition; (4) due to the employee's own serious health condition; and (5) due to a qualifying exigency arising from an employee's family member being on active duty or called to active duty. The twelve (12) month period shall be a rolling 12-month period running backward from the date the leave is first used.

4.2 Full-time unit members who are eligible for Family Medical Leave are entitled to take up to twenty-six (26) weeks of military caregiver leave in a single twelve (12) month period to care for a family member who is a current military servicemember and has suffered a serious injury or illness in the line of duty.

4.2.1 The single twelve (12) month period begins the first day an employee takes leave and ends twelve (12) months after that date. If an eligible employee does not take all of his or her twenty-six (26) weeks of military caregiver leave entitlement during the single twelve (12) month period, the remaining part of the twenty-six (26) weeks of leave entitlement is forfeited.

4.2.2 An eligible employee is entitled to a combined total of twenty-six (26) weeks of leave for any FMLA qualifying reason during the single twelve (12) month period. Thus, for example, an eligible employee may, during the single 12 month period, take 16 weeks of military caregiver leave and 10 weeks of leave to care for a newborn child. However, the employee may not take more than 12 weeks of leave to care for the newborn child during the single 12 month period, even if the employee takes fewer than 14 weeks of military caregiver leave.

4.3 Employees may take leave in a single block, intermittently, or by a reduced leave schedule. "Intermittent leave" is defined as leave taken in separate blocks of time due to a single illness or injury, rather than for one continuous period of time. "Reduced leave schedule" is defined as a leave schedule that reduces the employee's usual number of hours per workweek or workday.

4.3.1 Intermittent leave or reduced leave schedule may be taken for the serious health condition of the employee, to care for a family member with a serious health condition, or to care for a seriously ill military servicemember where the patient's health care provider certifies that the serious health condition warrants this type of leave.

4.3.2 Qualifying exigency leave may also be taken on an intermittent or reduced leave schedule.

4.3.3 Intermittent or reduced leave schedule may be taken for the birth, adoption or foster care of a child or care of a newborn, only by mutual agreement between the District and the employee. The District shall predicate its agreement to intermittent or reduced leaves on considerations dictated by student needs, the needs of the instructional program, and the needs of employees requesting such leave. The District's agreement is not required, however, if the mother or child has a serious health condition.

4.3.4 If the employee requests intermittent leave or reduced schedule leave because of his or her serious health condition, to care for a family member with a serious health condition, to care for a seriously ill servicemember, or if the District agrees to permit such leave for the birth of a child or placement of a child for adoption or foster care, the District may require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which has equivalent pay and benefits and better accommodates the recurring periods of leave than the employee's regular position.

4.3.5 The employee shall make all reasonable efforts to structure his/her leave request to balance the need for family medical leave with the needs of the instructional program.

4.4 Interaction of FMLA with Pregnancy Disability Leave (Article 17.G) – An employee who takes Family Medical Leave for the birth of a child may also take pregnancy disability leave for any period up to four (4) months during which she is physically disabled due to the pregnancy or childbirth. The pregnancy disability leave is in addition to the maximum Family Medical Leave and may be paid for and taken in the manner described in Article 17.G.

5. Benefits

5.1 During the period a full-time unit member is on Family Medical Leave, the District will maintain the employee's coverage under all health plans to the same extent as if the employee were not on leave.

5.2 Employees on unpaid Family Medical Leave shall be entitled to participate in other benefit plans to the same extent as employees who take other types of unpaid leave.

5.3 The District shall cease providing benefits when the employee's Family Medical Leave is exhausted or whenever the employee informs the District that he or she does not intend to return from leave.

5.4 If an employee exhausts his or her Family Medical Leave and does not return to work, the employee must repay the benefit premiums paid by the District during the period of unpaid leave. In such circumstances the District may make a deduction from any sums due the employee, to cover the cost of the premiums, in accordance

with the District's Salary Overpayment Standard Operating Procedure and State wage garnishment laws. The employee is not required to repay the premiums where the failure to return to leave is due to the following:

5.4.1 The continuation, recurrence, or onset of a serious health condition of the employee or a family member which would entitle the employee to Family Medical Leave, were his or her leave not exhausted. The employee must provide certification of the condition from the patient's health care provider within thirty (30) days; or

5.4.2 Other circumstances beyond the employee's control, such as the unexpected job transfer of a spouse or the serious health condition of a person other than a defined family member, who requires the employee's care. The employee shall provide verification of these circumstances within thirty (30) days.

5.4.3 An employee's desire to stay with a family member for whom care is no longer medically necessary, or a parent's desire to remain home with a newborn child are not "other circumstances beyond the employee's control."

5.5 Full-time unit members on Family Medical Leave remain employees of the District and the leave will not constitute a break in service.

6. Verification – Before a Family Medical Leave will be granted, the full-time unit member must provide written certification supporting the need for the family medical leave as follows:

6.1 If leave is requested due to the employee's serious health condition, the employee's health care provider must certify the date of commencement and probable duration of the condition and the employee's inability to perform essential job functions. If intermittent or reduced schedule leave is sought, the certification should indicate the medical necessity for such leave and its expected duration. The certification may not disclose the nature of the condition.

6.2 If leave is requested to care for a family member with a serious health condition, the family member's health care provider must provide certification of the date of commencement and probable duration of the serious health condition and a statement that the serious health condition warrants the participation of a family member. If intermittent or reduced schedule leave is sought, the certification should indicate the medical necessity for such leave and its expected duration. The certification may not disclose the nature of the condition.

6.3 "Health care provider" is defined as: a doctor of medicine or osteopathy, podiatrist, dentist, chiropractor, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, and physician assistants who are authorized to practice by the State and performing within the scope of their practice as defined by State law, a Christian Science practitioner, or any provider from whom the employee's health plan will accept medical certification to substantiate a claim for benefits.

6.4 If leave is requested for a qualifying exigency arising from active duty or a call to active duty, the employee must provide a copy of the military member's active duty orders. The employee will also be required to submit a certification setting forth the following information: (1) the name of the servicemember; (2) the employee's relationship to the servicemember; (3) the reason for requesting qualifying exigency leave; (4) the date on which the qualifying exigency commenced or will commence; (5) the probable duration of the qualifying exigency leave; (6) if intermittent leave or reduced schedule leave is required, the anticipated frequency and duration of the leave; and (7) if the qualifying exigency involves meeting with a third party, the certification should include contact information for the individual or entity with whom the employee is meeting and a brief description of the purpose of the meeting.

6.5 If military caregiver leave is requested, the employee must provide a certification from a health care provider setting forth the following: (1) whether the servicemember's injury or illness was incurred in the line of duty on active duty; (2) the approximate date on which the serious injury or illness commenced and its probable duration; (3) whether the injury or illness renders the servicemember unfit to perform his or her duties; (4) whether the servicemember is receiving medical treatment, recuperation or therapy; (5) information sufficient to establish the servicemember is in need of care and the estimated duration of the need for care; and (6) if intermittent leave or reduced schedule leave is required for medical appointments, the medical necessity for the servicemember to have such periodic care and an estimate of the frequency and duration of the treatments.

6.5.1 The military caregiver leave certification must be completed by one of the following: a United States Department of Defense (DOD) health care provider; a United States Department of Veterans Affairs health care provider; a DOD TRICARE network authorized private health care provider; or a DOD non-network TRICARE authorized private health care provider.

6.5.2 The employee may also be required to provide a further certification containing the following information: (1) the name

of the servicemember; (2) the relationship of the employee to the servicemember; (3) whether the servicemember is a current member of the Armed Forces, National Guard or Reserves, and the servicemember's military branch, rank, and current unit assignment; (4) whether the servicemember is assigned to a military medical facility and the name of the facility; (5) whether the servicemember is on the temporary disability retired list; and (6) a description of the care to be provided to the servicemember and an estimate of the duration of the leave.

6.5.3 In lieu of such certification, the District will accept "invitational travel orders" ("ITOs") or "invitational travel authorizations" ("ITAs") issued to a family member to join an injured or ill servicemember at his or her bedside.

6.6 If the leave is foreseeable, the employee must provide certification within a reasonable time after the District requests it. The leave may be denied if certification is not received within a reasonable time. When the leave is not foreseeable, the employee may begin the leave, but must provide certification within a reasonable time of request. A reasonable time will usually be within 15 days, unless there is an emergency which makes it impracticable to provide certification within that time.

6.7 The District may require recertification of the employee's serious health condition on a reasonable basis if additional leave is requested.

6.8 When an employee requests leave for his or her own serious health condition and the District has reason to doubt the validity of the certification, it may require, at its expense, that the employee obtain the opinion of a second health care provider designated or approved by the District, who is not regularly used or employed by the District. If the second opinion differs from the first, the District may require, at its expense, that the employee obtain the opinion of a third health care provider jointly selected by the District and the employee. The third opinion shall be final and binding.

6.9 Family Medical Leave runs concurrently with paid sick leave, and verification requirements shall be consistent with paid sick leave under Article 17.C.

7. Notice by the Full-Time Unit Member – Full-time unit members shall provide the District with reasonable advance notice of the need to take Family Medical Leave and its estimated duration. Leave shall not be denied for failure to give advance notice when the lack of notice is due to an emergency or otherwise unforeseeable situation.

7.1 If the employee becomes aware of the need for a leave more than thirty (30) calendar days in advance, the employee shall give reasonable written notice, which shall usually be thirty (30) days.

7.2 If the employee becomes aware of the need for a leave less than thirty (30) calendar days in advance, the employee shall give written notice within five (5) working days after becoming aware of the need for the leave, where that is possible.

7.3 If the leave is needed for a planned medical treatment or planned supervision of a family member with a serious health condition, the employee shall give reasonable advance notice of the leave and may be requested to meet with the District's designee to discuss scheduling to minimize disruption to District operations. Any such scheduling shall be subject to the approval of the health care provider.

8. Reinstatement – Upon return from Family Medical Leave, a full-time unit member will be reinstated to the position he or she held prior to the commencement of the leave or to an equivalent position, subject to the following:

8.1 If the leave was due to the employee's serious health condition which prevented him or her from performing the essential functions of the job, the employee may be required to provide verification of his or her ability to work pursuant to Article 17.C.6.

8.2 An employee has no greater right to reinstatement than if the employee had been continuously employed during the Family Medical Leave. Therefore, the District may deny reinstatement if the employee would have been laid off or otherwise terminated during the Family Medical Leave for reasons unrelated to the leave.

I. Industrial Accident and Illness Leave (Work-Related) – For accident or illness which is job-incurred, unit members shall be provided leave benefits under the following provisions:

1. Allowable leave shall be sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one (1) fiscal year for the same accident.

2. Allowable leave shall not be accumulated from year to year.

3. Industrial accident or illness leave shall commence on the first (1st) day of absence.

4. When a unit member is absent from his/her duties on account of an industrial accident or illness, he/she shall be paid such portion of the salary

due him/her for any month in which the absence occurs as, when added to his/her temporary disability indemnity under Division 4 (commencing with Section 3201) or Division 4.5 (commencing with Section 6100) of the Labor Code, will result in a payment to him/her of not more than his/her full salary. The phrase "full salary" as utilized in this section shall be computed so that it shall not be less than the unit member's "average weekly earnings" as that phrase is utilized in Section 4453 of the Labor Code. For purposes of this section, however, the maximum and minimum average weekly earnings set forth in Section 4453 of the Labor Code shall otherwise not be deemed applicable.

5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused industrial accident or illness leave due him/her for the same illness or injury.

7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 87781 and 87786, and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of that industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.

8. During any paid leave of absence, the District will issue the employee appropriate salary warrants for payment of the salary including, where appropriate, temporary disability indemnity, and will deduct normal retirement and other authorized contributions; all without the necessity of preparing and issuing a temporary disability indemnity check to the employee who then endorses it to the District.

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

10. Re-employment (Following Leave Exhaustion)

10.1 When a permanent employee has been on an extended leave due to industrial accident or illness, and, all leaves are exhausted, paid or unpaid, he/she will be placed on a reemployment list for a period of thirty-nine (39) months. If at any time, during the thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she will be reemployed in the first (1st) vacancy in the

classification of his/her previous assignment. Upon resumption of his/her duties, the break in service will be disregarded and he/she will be fully restored as a permanent employee.

J. Bereavement Leave

1. Unit members shall be granted, without loss of salary, sick leave or other benefits, leave of absence not to exceed three (3) days, or five (5) days if out-of-state travel is required, per occurrence on account of death of any member of the employee's immediate family in accordance with the following table.

1.1 The number of continuous days of bereavement leave allowable shall be in accordance with the following:

No. of Days/Week of Assignment	Total No. of Days Paid Bereavement Leave to be Taken Continuously	
	In-State	Out-of-State
5	3	5
4	3	4
3	3	3
2	2	2
1	1	1

2. "Member of the immediate family," as used in this section, means the mother, father, daughter, son, sister, brother, grandmother, grandfather, or grandchild of the employee or of the employee's spouse or domestic partner, and the spouse, domestic partner, son-in-law, daughter-in-law, or any person living in the immediate household of the employee.

K. Jury Duty/Witness Leave

1. When regularly called for jury duty or as a witness in the manner provided by law, unit members shall be granted, upon request, a leave of absence without loss of pay for each day the employee is required to perform jury duty, make an appearance at court, or serve as a witness during the employee's regularly assigned working hours. (See Article 17.F.1.2, above.)

1.1 "On-Call" Status – In jurisdictions where employees are placed in "on call" (as opposed to "courtroom") status by the jury commissioner, such employees shall perform all regular assignments unless unable to report for duty because of the court "on call" requirements; that is, employees are required to return to work during any day, evening or weekend assignment in which jury duty/witness services are not required.

1.1.1 In cases where a unit member cannot complete a full day's assignment because he/she has been ordered to report to "courtroom status," the employee shall immediately notify the appropriate Department Chairperson or Administrator of his/her change from "on call" status.

1.2 Employees who are in "courtroom status" during a day shall, upon request, be excused, with pay, from an evening assignment which is part of their regular assigned workload. Effective fall semester 2006, the District will compensate for a regularly scheduled overload extra pay assignment of the unit member, but will not compensate for a block overload assignment.

2. Forms Required

2.1 Request for jury duty/witness leave should be made by presenting as soon as possible the official summons, or subpoena as a witness, to the unit member's immediate supervisor or District designee, who shall supply the unit member with the appropriate form.

2.2 Request for Compensation for Jury Duty/Witness Leave – District requires verification from the court for such leave prior to providing leave compensation. Each unit member shall submit to Payroll a completed Jury Duty/Witness Leave Request for Compensation form after having served.

3. The unit member shall reimburse to the District any moneys earned as a juror or witness, except for transportation and meal allowance.

4. A unit member regularly called for jury duty or as a witness shall not be encouraged in any way to seek exemption from such duty, nor shall he/she be discriminated against in any way for not seeking such exemption.

L. Sabbatical Leave – Full-Time Tenured Unit Members

1. General Information – All applications for sabbatical leave will be submitted on a form provided by the District and will include a full statement of the purpose and plans for use of such leave. This full statement becomes a major part of the employee's sabbatical contract with the District. All sabbatical leave applications shall be submitted one academic year in advance only. The completed sabbatical leave application shall be submitted to the Human Resources Department no earlier than the first day of the applicable Fall semester and no later than the deadline in the schedule that follows in Section 17.L.4, below, for all sabbatical leaves.

2. Basic Eligibility – At the time of application, a full-time tenured unit member must have completed at least twelve (12) credited semesters of service

equiring certification qualifications or the equivalent, all of which shall have been in the San Francisco Community College District.

General – Unpaid leaves are not counted as service for sabbatical leave basic eligibility; however, credited semesters are not required to be consecutive semesters.

2.1 A semester of service shall be credited to full-time employees upon completion of service of at least seventy-five percent (75%) of the regular full load within their discipline for an entire semester.

2.2 Temporary part-time service is not credited for eligibility.

2.3 Long-term substitute service is not credited for eligibility except that service as a full-time long-term substitute for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

2.4 Grant or categorical service is not to be credited for eligibility except that service as a full-time grant/categorical employee for the complete academic year immediately preceding a full-time contract (probationary) appointment shall be credited as one (1) year.

2.5 Notwithstanding any such crediting of semesters to long-term substitute or to grant/categorical service, no probationary employee shall be eligible for, or be granted, a sabbatical leave prior to completion of his/her probationary status.

2.6 Service intervening between two semesters of a split one-year sabbatical shall be counted toward future sabbatical leave eligibility.

3. Selection in the Event Applicants Exceed Available Leaves

3.1 If a sufficient number of eligible full-time tenured unit members apply, sabbatical leaves shall be granted so that four percent (4%) of the total full-time faculty will be on leave each semester; however, at least three-fourths (¾) of such four percent (4%) granted and on leave must be for one (1) year sabbaticals.

3.2 In the event applications by eligible unit members exceed the number of leaves available, sabbatical leaves shall be granted as determined by the following order:

3.2.1 Greatest number of service semesters of full-time service of at least seventy-five percent (75%) of the regular full load since date of hire or date of last sabbatical leave, whichever is later; if equal,

3.2.2 Least number of sabbaticals taken previously; if equal,

3.2.3 Earliest hire date in a probationary status; if equal,

3.2.4 Earliest continuous temporary, part-time service hire date within the District; if equal,

3.2.5 By lottery.

4. Sabbatical Applications, Deadlines and Process:

Apply This Semester: (By Deadline Date Indicated)	For Sabbatical Beginning This Semester:	Notification by District
Fall, 2009 9/9/09	F 2010	10/13/09
Fall, 2009 9/9/09	S 2011	10/13/09
Fall, 2010 9/9/10	F 2011	10/14/10
Fall, 2010 9/9/10	S 2012	10/14/10
Fall, 2011 9/8/11	F 2012	10/12/11
Fall, 2011 9/8/11	S 2013	10/12/11
Fall, 2012 9/12/12	F 2013	10/17/12
Fall, 2012 9/12/12	S 2014	10/17/12

4.1 The District shall notify those who have applied for sabbatical whether or not their sabbaticals will be granted. Notification dates are in 17.L.4.

a. Sabbatical leave may be granted for no more than one (1) year (two [2] semesters). An employee may elect to split his/her one (1) year (two [2] semester) sabbatical leave into two (2) non-consecutive semesters within a three (3) year period.

b. Those on a one (1) semester sabbatical leave shall receive one hundred percent (100%) of full salary for such semester.

c. Those on a one (1) year sabbatical, or on a one (1) year split-semester sabbatical shall receive sixty percent (60%) of full salary for such period(s).

d. A split sabbatical, at 60% salary while on sabbatical status: Applicants must indicate on the initial application for the first half of a split, the semester in which the second half of a split will be taken. Where applicant does not indicate a preference, the following applies: Applications for the second half of a split sabbatical must be submitted during the Fall application period immediately following return from the first half of a split, or no later than the Fall application period an academic year in advance of the second half of the split.

e. Notwithstanding any other provision of this Agreement, District may delay for an additional semester a sabbatical leave to those otherwise eligible where granting of such leave is deemed detrimental to the educational programs and needs of the District.

(i) Such reason(s) shall be in writing from the Chancellor.

(ii) AFT 2121 shall be immediately notified of such decision(s).

(iii) AFT 2121 shall investigate and, upon request, shall meet with the appropriate Chancellor/designee to discuss the justification for the deferral and possible alternatives.

f. An applicant may apply for Fall semester only, Spring semester only, or one or the other. Once a sabbatical leave is granted for a given semester, no switching of semesters may occur.

g. An applicant may apply for a one-year or split sabbatical leave to begin in the next succeeding Fall semester or to begin in the next succeeding Spring semester thereafter, or either Fall or Spring. Once a sabbatical leave is granted, no switching of the beginning semester may occur.

h. Once a sabbatical has been awarded, the employee is committed to a sabbatical leave contract. A request for rescission will be considered by administration. Where the District agrees that the employee may withdraw, and where another eligible unit member is not available to fill the leave, that leave is added to the leaves of the next academic year. However, in no event can more than a total of two (2) additional leaves be carried over.

5. Application Rejected

If a sabbatical leave application is rejected, the employee may, within ten (10) working days of receipt of notice of rejection, file an appeal of such

rejection to the Chancellor. The Chancellor may hear the appeal, or may appoint one or more persons to an advisory panel to hear the appeal and recommend a decision to the Chancellor. The Chancellor shall review any such advisory opinion prior to making a final decision. Such decision shall be final and binding on all parties.

6. Approved Activities for Sabbatical Leaves

6.1 Sabbatical Leave for Study

6.1.1 During a sabbatical, an employee shall complete at least nine accredited semester units, or their equivalent, of courses approved in advance per semester, and the employee shall be credited for one complete semester or year of service for salary increment purposes.

6.1.2 Transcripts or other evidence of completion shall be submitted to the Human Resources Department within sixty (60) days of the employee's return to duty, except that if credit is to be claimed for salary classification or for increments, transcripts must be received by the District's Human Resources office by November 30 to affect salary placement for that current academic year (Article 20.D.5).

6.1.3 A special project or research problem may be substituted for the unit requirement if it is approved in advance by the Chancellor or his/her designee.

6.2 Sabbatical Leave for Travel

6.2.1 Employees on sabbatical leave shall remain in travel status at least 80% of their sabbatical term, and the employee shall be credited for one complete semester or year of service for salary increment purposes.

6.2.2 The application for leave shall include, in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objective.

6.3 Where accident, illness, or other extenuating, unforeseen circumstances prevent completion of an original sabbatical plan, the employee may request approval of a revised plan.

7. Employee Obligation on Return from Sabbatical

7.1 Within sixty (60) calendar days of the employee's return to duty, a detailed itinerary (where applicable) and written report describing and documenting the activities and accomplishments of the employee, how the program of study or travel agreed upon was carried out, and/or how the intent and purposes of the sabbatical

were satisfied during the sabbatical leave, shall be submitted to the Human Resources Department where a receipt will be issued to the employee. The Chancellor or designee shall indicate acceptance or rejection within sixty (60) calendar days from date of receipt.

7.1.1 If the employee is taking a split semester sabbatical leave, an interim report is required detailing his/her itinerary (where applicable) and a written report describing and documenting the activities and accomplishments of the employee, how the program of study or travel agreed upon was carried out, and/or how the intent and purposes of the sabbatical leave were satisfied during the sabbatical leave.

Such report shall be submitted to the Human Resources Department where a receipt will be issued to the employee. The Chancellor or designee shall indicate acceptance or rejection within sixty (60) calendar days from date of receipt.

7.2 If the Chancellor or designee(s) finds the report submitted is unsatisfactory, or has not been submitted, he/she shall:

7.2.1 If unsatisfactory, notify the employee in writing, including reason(s) for rejection and require the employee to rewrite the report within twenty (20) working days. If the second report is still unsatisfactory, the employee shall be notified in writing with the reason(s) for rejection, and that pursuant to the pertinent provisions of the Education Code, the salary payment due the employee for his/her last four (4) weeks of service for the year will be withheld until a satisfactory report is submitted.

7.2.2 If not submitted, notify the employee in writing and inform the employee that pursuant to the pertinent provisions of the Education Code, the salary payment due the employee for his/her last four (4) weeks of service for the year will be withheld until a satisfactory report is submitted.

7.2.3 Notwithstanding 17.L.7.2.1 above, if a sabbatical leave report is rejected by the Chancellor or designee, the employee may, within ten (10) working days of receipt of notice of rejection, file an appeal of such rejection to the Chancellor. The Chancellor may hear the appeal, or may appoint one or more persons to an advisory panel to hear the appeal and recommend the Chancellor's response. The Chancellor shall review any such advisory opinion prior to making a final decision. Such decision shall be final and binding on all parties.

7.3 The Sabbatical Review Committee may, for good cause, recommend to the Chancellor an extension of time not to exceed

one academic year for the purpose of completing the necessary requirements/report of the sabbatical. The decision of the Chancellor is final and binding.

7.4 The District reserves the right to print and distribute sabbatical reports.

8. Required Services Following Sabbatical Leave

8.1 An employee must serve two years of consecutive service at his/her full load after a one-year sabbatical leave, and one year of consecutive service at his/her full load after a one-semester sabbatical leave.

8.2 The District will consider exceptions to the post-sabbatical service requirement (consecutive and full-load requirement only) in Section 8.1, above, on a case-by-case basis. In making its determination, the District will consider the nature of the employee's request and such factors as the impact on District programs, operation, and staffing and applicable provisions of this Agreement. Any requests for exceptions shall be made in writing to the Vice Chancellor of Academic Affairs or Vice Chancellor of Student Development and the Director of Human Resources. Absent extenuating circumstances, the request must be submitted within the first two weeks of the semester prior to the semester in which the employee will commence fulfillment of his/her required post-sabbatical service. The terms of any exception granted pursuant to this section shall be in writing.

9. In case the program of study or travel, as agreed upon in the sabbatical leave contract with the District, is interrupted by serious accident or illness during such leave, and the accident or illness is properly verified by a qualified physician, such interruption shall not constitute a violation of the contract or prejudice the employee against receiving the rights and benefits provided for under the terms of the sabbatical leave. However, this provision is based on the fact that such interruption does not extend over a period of time that would cause the purposes of the sabbatical leave to be abandoned. In the latter case, the sabbatical leave would be terminated and sick leave would be substituted. If a sabbatical is terminated due to illness or serious accident, the sabbatical leave salary shall also be terminated. In all cases of serious accident or illness of an employee on sabbatical leave, the District shall be notified by registered letter after occurrence or medical diagnosis.

M. Professional Growth Leave – Professional Growth Leave may be granted by the Chancellor or his/her designee to any unit member, with or without pay, travel or other expenses, or fees, where such leave is determined as beneficial to the District.

N. Partial Load Leave – By mutual agreement between the employee and management, a full-time tenured or tenure-track (probationary) unit member may be granted a reduction from his/her full work load requirements. The employee shall receive pay on a pro rata basis as the load reduction bears to his/her full load salary schedule placement. Salary steps shall be given in accordance with Article 20.C.1. Retirement credit, if any, shall be in accordance with the retirement programs' respective provisions.

O. Pre-Retirement Workload Reduction For Full-Time Unit Members – State law allows pre-retirement reduction of workload in accordance with Education Code Section 87483 and 22713. These provisions are to remain effective only if legislation continues to permit such reductions under the same terms and conditions.

1. Age Requirement – The employee must be fifty-five (55) or above to be eligible for a reduction in workload according to this provision.

2. Initiation of Request – The option of reduced-load employment shall be made by the employee, and can be revoked only with the mutual consent of the District and employee. When specifying the length of time for a reduced pre-retirement workload, the employee is urged to consider the impact on District programs created by a request for a long-term reduced schedule, including staffing needs and the availability of part-time or full-time substitutes in the employee's area of specialization.

3. Other Requirements – The employee must have been employed full-time in the San Francisco Community College District in a position requiring certification for at least ten (10) years, of which the immediately preceding five (5) years were full-time employment without a break in service. Sabbaticals, other approved leaves of absence, and unpaid absences from the performance of creditable service for personal reasons do not constitute a break in service. "Full-time" in this subsection shall be defined in accordance with STRS requirements.

4. Workload – The minimum workload for reduced-load employment shall be the equivalent of one-half (½) of the annual full-time workload as defined elsewhere in this Agreement. Employees who teach under this plan shall be given the same consideration as full-time unit members in regard to class assignments, scheduling and class sizes. Employees who work one-half (½) of a full-time workload may be able to fulfill their annual assignment by working full-time for one (1) regular semester.

5. Duration – Pre-retirement reduction in workload is limited to a period of ten (10) years. Retirement can be taken at the end of any reduced workload work-year, but retirement shall be mandatory at the conclusion of the ten-year pre-retirement program period.

6. Salary and Fringe Benefits – The employee shall be paid a salary which is the pro rata share of the salary which the employee would have earned

had he or she not elected to exercise the option of reduced workload. The employee shall retain all other rights and benefits enjoyed by full-time unit members.

7. Retirement System – The employee shall receive retirement credit as if he/she were employed on a full-time basis. The employee contributions will be the same as if the employee were employed on a full-time basis, the District contributions will be as required by law.

8. Notification Dates

8.1 An employee shall apply within ten (10) working days following the beginning of a spring semester for the following fall semester.

8.2 If the District and employee mutually agree as to the duties and terms of the retirement contract, such terms shall be reduced to writing within 20 working days of application unless the parties agree to extend that time. Effective July 1, 2008, the agreement between the District and the employee must be in place and in effect as of the beginning of the school year and remain in effect for the full school year.

9. The Chancellor or designee shall notify the employee within 20 working days of the receipt of the request for reduced workload as to whether or not a recommendation for approval of the leave requested shall be forwarded to the Board of Trustees. Notification of approval or denial shall be provided immediately upon determination by the Board.

P. Military Service Leave – Unit members shall be granted military leave in accordance with the provisions of the State of California Education Code, the State Military and Veterans Code, the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and policies and regulations adopted by the Board of Trustees.

Q. Exchange Leave

1. The Board of Trustees of the San Francisco Community College District, subject to the rules and regulations prescribed by the Board of Governors, may enter into an agreement with the proper authorities of any foreign country, or of any state, territory or possession of the United States, or other district within the state, for the exchange and employment of its regularly credentialed employees and employees of public schools of any foreign country, state, territory or possession or other district within this state. Any academic person so employed shall be known as an "exchange academic employee."

2. To be eligible for an exchange leave, an employee must be a full-time tenured unit member for at least one full year and/or have served a

minimum of two (2) years at his/her full load immediately prior to the period of the exchange leave.

3. An employee of the San Francisco Community College District may apply for such an exchange under an exchange leave.

4. Exchange leaves may be granted to employees upon approval of the Board of Trustees.

5. The exchange leave is for one semester or one academic year only, unless extended for an additional year upon mutual agreement among the four parties; the educational institutions and the two exchanged employees.

6. The San Francisco Community College District shall pay its employee the usual and full salary for the period of assignment with the host institution.

7. The San Francisco Community College District shall continue to contribute to its employee's fringe benefits in the same manner as if the employee were not exchanged.

8. At the completion of the exchange and upon return to duty in the San Francisco Community College District, the employee must serve at least two (2) consecutive years at his/her full load before becoming eligible for another exchange leave.

9. The San Francisco Community College District shall not be obligated to pay any costs for transportation, living or personal expenses incurred as a result of the exchange.

R. Legislative Leave

1. Any full-time tenured unit member elected to the State Legislature shall be granted a leave of absence without pay for the duration of his/her elected term of office, if requested by the employee.

2. The employee must resume his/her full duties within six (6) months after his/her term of office expires.

3. Compensation for part-time services by an employee on legislative leave shall be on a pro rata basis of the employee's full-time salary.

4. Unless otherwise agreed to, an employee, upon completion of his/her term of office, shall be reinstated to a comparable position to the one he/she held prior to his/her election.

5. A person employed to take the place of an employee who has been granted a legislative leave shall not have any right to such position following the return of such employee to the position.

S. Post Retirement Consultancy Contracts – This is an incentive plan whereby the employee retires before age sixty-five (65) but after age fifty-five (55) and is eligible for retirement benefits and is contracted to perform professional services for up to five (5) years or until the retiree is sixty-five (65)--whichever comes first. The duration of the contract shall be one year unless the District and employee mutually agree, prior to early retirement, to a longer time period.

1. Eligibility – The employee must have been employed as a full-time unit member working at his/her full load (75% of the days or 75% of his/her full load) in the San Francisco Community College District for at least ten (10) years.

2. Age Requirement – The employee must have reached the age of fifty-five (55) before participation.

3. Initiation of Request – Although the employee shall initiate the request, post-retirement employment contractual arrangements are made by mutual consent of the employee and the District before retirement according to the provisions of this Article. At the option of the employee, the contract can be revoked.

4. Workload

4.1 Over the period of the plan, the employee's work assignment shall not exceed that which bears the same relationship to a full-time unit member's workload having comparable duties as the allowable STRS maximum bears to the early retiree's place on the salary schedule.

4.2 Formula for Computation

4.2.1 In the Noncredit Program the annual workload (in days) shall be the current STRS maximum x 175 (days) divided by the retiree's final scheduled annual salary rounded off to the nearest whole number.

4.2.2 In the Credit Program the annual workload (in units) shall be the current STRS maximum x 30 (units) divided by the retiree's final scheduled annual salary, rounded off to the nearest whole number.

4.3 Duties may include any activities agreed upon between the early retiree and District other than day-to-day substitution.

4.4 Employees who perform teaching services under this plan shall be given the same consideration as full-time unit members in regard to class assignments, scheduling and class size.

4.5 Salary – The employee shall receive the maximum compensation allowable to those concurrently receiving retirement benefits. The employee may arrange with the District the manner in which this payment is made.

4.6 Fringe Benefits – Employees who retire with ten (10) or more years of service to the District and acting as consultants under this plan shall continue to receive District-paid contributions for employee and dependent family member coverage in the health and dental plans, subject to the rules and regulations of the contracts with the health and dental plan organizations and this contract. A "retired" employee shall be defined as one who has retired for service or disability and who is eligible for or is receiving a retirement allowance from the State Teachers' Retirement System or San Francisco City and County Employees' Retirement System.

4.7 Notification Dates

4.7.1 An employee shall apply within ten (10) working days following the beginning of the semester for the following semester.

4.7.2 If the District and employee mutually agree as to the duties and term of the retirement contract, such terms shall be reduced to writing within 20 working days of application unless the parties agree to extend that time.

A. Subject to Article 20.A.3.3, and this Article, current written policy, practices, rules and regulations in effect for unit members in regard to Load and Class Size shall remain in force unless mutually agreed otherwise between the parties, except for the following clarifications:

1. In the credit program, District agrees to use the .8 small class multiplier only when there is mutual agreement between management and the unit member.

2. In the credit program, census week enrollment figures will be used to determine the size factor.

3. The size factor applied to telecommunications courses shall be:

   1.5 for student enrollment of 75 to 114;
   2.0 for student enrollment of 115 to 154;
   2.5 for student enrollment of 155 to 194;
   3.0 for student enrollment of 195 or more.

4. In the noncredit program, a full-time Schedule I instructor's work load shall be 25 contact hours a week.

B. Minimum Class Size – For both credit and noncredit courses, the minimum class size shall be 20; provided, however, that the District may provide for exceptions to this requirement for:

1. 3rd or 4th semester courses in transfer or vocational sequences;
2. Classes with approved capacities below 20 students;
3. Classes where considerations of safety require a lower minimum;
4. Courses for which enrolled students have no alternative enrollment option;
5. Courses for which smaller class size is deemed a valid educational requirement, for example, basic skills and classes for the disabled.

C. Size Factor For Credit Lectures – For departments that currently utilize the 1.5 load factor, the minimum enrollment necessary for such factor shall be 60; however, the District may provide for exceptions to this requirement. Specific exceptions to this requirement shall include:

1. In its discretion, the District may provide for pre-approved exceptions for specific sections by the first day of instruction of the semester. Any faculty member with a pre-approved section with an enrollment above 50 shall receive the 1.5 load factor. The District shall consider and respond to timely requests for pre-approved exceptions prior to the end of the first week of instruction.

2. If a faculty member with anticipated enrollment above 50 in a given section requests but does not receive pre-approval for the 1.5 load factor for that section, and if the enrollment at census week is over 50 but under 60, the overage above 50 will be credited (for purposes of Paragraph 3 below) for

one other section taught by the same instructor with an enrollment above 50 but under 60 during the same semester.

3. In the event that the sum of the two overages above 50 but under 60 equals or exceeds 10, the 1.5 load factor shall be granted for one such section only.

D. Professional Ancillary Activities

1. In accordance with Education Code § 87482.5(c)(1), service in professional ancillary activities by temporary, part-time employees (as defined by Education Code § 87482.5(a)) shall not be used for purposes of calculating eligibility for contract or regular status. The following assignments, in accord with the Education Code, are defined as professional ancillary activities:

1.1 Governance

1.1.1 The parties acknowledge that currently governance activities are performed without pay.

1.2 Staff Development

1.3 Grant Writing

1.4 Advising Student Organizations

2. In addition to the statutorily defined professional ancillary activities, other assignments that do not involve teaching or other comparable duties performed by full-time faculty members may be designated as ancillary and shall not be used for purposes of calculating eligibility for contract or regular status. Other assignments include, but are not limited to:

2.1 Test Coordination

2.2 Service as a representative of an employee organization when granted release time pursuant to this Agreement

2.3 Editing departmental or District newsletters

2.4 Such other activities as are approved through the process reflected in D.3, below.

3. There will be a joint committee for evaluation of other possible assignments that may be designated as ancillary. The committee will consist of at least four members and will contain equal numbers of Union and Management representatives. Department Chairs and/or administrators may submit a written request to the committee to designate an assignment as ancillary. The committee shall promptly evaluate any requests submitted and may

request that the requesting Department Chair and/or administrator appear before the committee to provide additional information. Additionally, the committee may draw on other resources in evaluating the request. The committee will strive to make joint recommendations, but may also make independent recommendations to the appropriate Vice Chancellor; in either case, justifications will be included with the recommendations. The Vice Chancellor shall promptly review any recommendations submitted and determine whether an activity can be designated as ancillary. The Vice Chancellor will then notify the Chancellor's designee and the Union of his/her decision in writing. In the event that the Chancellor's designee and/or the Union disagree with the decision of the Vice Chancellor, the decision shall be subject to negotiations.

4. Each assignment of a temporary faculty member to a professional ancillary activity shall be authorized by the District each semester, signed by the employee and the District, and documented in an agreed-upon form.

4.1 Whether the assignment qualifies or does not qualify for contract or regular status shall be indicated on any form signed by an employee.

4.2 AFT will not pursue tenure claims on behalf of employees who accept professional ancillary activity assignments as defined herein.

5. Professional ancillary activities deemed not to count towards eligibility for contract or regular status shall be counted towards eligibility for fringe benefits under Article 21.B.

6. Notwithstanding the above, professional ancillary activities, when combined with the assignment of temporary teaching or other temporary employment under the Education Code, shall not exceed 1.2 FTE per academic year.

E. Full-Time Equivalent Definition for the Purpose of Reporting Service Credit to STRS

1. To ensure that part-time faculty of community colleges receive the appropriate service credit with STRS, the Education Code was amended on January 1, 2003. Education Code § 22138.5(a) now requires employers to (1) define the number of hours of creditable service that equals "full-time" (FTE) for STRS service credit reporting purposes; (2) state that FTE within a collective bargaining agreement that applies to instructors employed on a part-time basis; and (3) make specific reference to Education Code § 22138.5(c)(5) in the agreement.

2. Pursuant to § 22138.5(a). "Full-time" means the hours of creditable service the employer requires to be performed by a class of employees in a school year in order to earn the compensation earnable as defined in Education Code § 22115 (creditable compensation a person could earn in a school year for creditable service performed on a full-time basis, excluding service for which contributions are credited by the system to the Defined Benefit Supplement Program).

3. For purposes of this provision, reporting STRS service credit under Education Code § 22138.5. "school year" shall be 35 weeks.

4. For the purpose of crediting service under Education Code § 22138.5, the District is required to report a minimum standard of 525 instructional hours per school year. For purposes of compliance with Education Code § 22138.5 and reporting STRS service credit, the hours of creditable service the District reports for temporary, part-time faculty in a school year in order to earn the compensation earnable for creditable service performed on a full-time basis shall be as follows:

Class of Part -Time Service	**School Year Hours**
Credit Laboratory Performance	787.50
Credit Lecture-Laboratory	700.00
Credit Lecture-Laboratory (science-related disciplines only)	617.75
Credit Lecture Instruction	525.00
Credit Composition Instruction	525.00
Non Credit/Adult Education Instruction	875.00
Counselors & Librarians	1050.00
Instructionally Related Activity	1225.00

5. This provision applies only for STRS service credit reporting purposes for temporary, part-time faculty. The Parties acknowledge that the District defines full time for credit composition instruction as 420 hours, but under current law the District is unable to report 420 hours to CalSTRS. Should State Law be amended to provide for a lower minimum standard, the parties will amend this provision to reflect the change in law. Nothing in this provision may be used to determine load calculation, or for any other aspect of employment other than compliance with Education Code § 22138.5.

F. ESL Composition Classes 140, 150 and 160

1. Beginning fall semester 2006, ESL 140, 150 and 160 classes shall have a class cap of 28.

2. Beginning spring semester 2007, for ESL 150 and 160 classes, one half hour shall be added to lecture portion of each class.

G. Schedule Deviations (formerly Article 13.B.6)

1. Any cumulative deviation which exceeds three (3) units from the contractual workload of a full-time faculty member shall be adjusted within the following three (3) semesters wherever possible and not inconsistent with this contract. No employee shall be assigned more than three (3) units or its equivalent of extra-load courses in one semester without the employee's consent. A faculty member who owes units (or hours) will be assigned sufficient extra load courses without pay until deficiencies are balanced, or, at the option of the faculty member, he/she shall have his/her salary reduced proportionately to balance part or all of the existing deficit.

2. In cases where it is necessary to teach more units than those owed or required to balance the deficit, the faculty member shall have the option of being paid for such additional hours over the deficit, or taking a reduced load within the following three (3) semesters.

3. Full-time faculty members who are granted a high enrollment multiplier for classes exceeding an enrollment of 60 students may elect to have the additional teaching units credited as regular load or may elect to receive extra pay.

H. Class Cancellation (formerly Article 13, Sections B.6.4, B.8 and B.9)

1. The District may in its sole discretion, at the beginning of any semester, wait until the end of the add/drop period; until after two (2) meetings of an evening class (whichever is later) in the credit program; or wait until the end of two (2) weeks in the noncredit program prior to canceling a class due to low enrollment where exceptional circumstances at the normal time of cancellation (first week) create a reasonable likelihood of maintaining the class due to an increase in enrollment. Any such decision shall be on an individual case by case appraisal by management. Any such decision(s) are non-precedent setting and are non-grievable.

2. Upon advance approval of the Dean/Director, a prior arrangement between the District and a faculty member may be undertaken not to cancel a probable low-enrollment specialized course, or advanced classes in sequence, required within a degree program.

3. Upon written request, the District will provide Union with the print-out provided management concerning class cancellations. Such print-out will be provided at the same time as distribution to management.

A. The instructional calendar shall be for one hundred seventy-five (175) days.

1. Effective Fall 1999, new full-time faculty hires will have two additional service days, in their first year of service only, for the purpose of attending mandatory new faculty orientation. They will receive "independent flex credit" for such attendance, but no additional pay.

B. Special calendars for Counselors, Apprenticeship Programs, and the like shall be negotiated annually, on or before February 15 of each year for the following year.

C. Negotiated instructional and special calendars shall be incorporated by reference within the existing Agreement.

D. Available instructional calendars will appear as Exhibit A.

E. All Campuses Counseling Calendar

The work year for Regular and Contract Academic, Career, Re-entry, Transfer, EOPS, and DSP&S counselors shall be 175 days and shall begin approximately two (2) weeks prior to the beginning of a Fall semester. Such work year shall be as follows:

1. Academic, Career, Re-entry, Transfer, EOPS, and DSP&S Counselors

Where feasible, management will formally consult with Counseling Department representatives at each campus before deciding on the number of counselors needed to serve prior to the beginning of Fall and Spring semesters.

1.1 Fall Semesters

1.1.1 At all Campuses, except the Ocean Campus, up to 90% of all counselors shall be assigned on an as-needed basis to serve for up to eleven (11) work days immediately preceding the commencement of a Fall semester.

1.1.2 At the Ocean Campus only, up to one-half (50%) of all counselors shall be assigned on an as-needed basis to serve for up to eleven (11) work days immediately preceding the commencement of a Fall semester.

1.1.3 The total number of hours assigned to any counselor pursuant to Sections 1.1.1 and 1.1.2, above, shall not exceed 54.

1.2 Spring Semesters

1.2.1 At all Campuses, up to 90% of all counselors shall be assigned on an as-needed basis to serve for up to five (5) work days preceding the commencement of a Spring semester, excluding the work day immediately preceding the commencement of a Spring semester.

1.2.2 At all Campuses, up to one-half (50%) of all counselors shall be assigned on an as-needed basis to serve for the work day immediately preceding the commencement of a Spring semester.

1.2.3 The total number of hours assigned to any counselor pursuant to Sections 1.2.1 and 1.2.2, above, shall not exceed 24.

1.3 Each counselor shall be allotted compensatory hours for service following 19.E.1.1 and 19.E.1.2 above.

1.3.1 These hours shall be taken in accordance with the schedule arranged by the respective counseling department under the supervision of the respective counseling department chair and shall include written approval of the appropriate dean. Where requested, the respective department chair shall consult with a counselor concerning his/her schedule of compensatory hours.

1.3.2 For a Fall semester, each counselor shall request his/her schedule for compensatory days for the entire semester no later than one week after the beginning of a Fall semester.

1.3.3 For a Spring semester, each counselor shall request his/her schedule for compensatory days for the entire semester no later than one week after the beginning of a Spring semester.

1.3.4 The respective department chair shall present the schedule of compensatory days to each counselor within two weeks after the Fall and Spring semester requests are made under Sections 1.3.2 and 1.3.3, above.

1.3.5 Compensatory time shall be calculated in hours.

1.3.6 Compensatory time earned shall be taken during the semester in which it was earned. However, where it is in the interests of the program, management will consider and may grant requests by counselors for the carryover of compensatory time from a Fall semester to a Spring semester.

1.4 The District may grant extra pay assignments at the appropriate hourly rate of pay in lieu of compensatory days off.

1.4.1 All counselors who meet the below-listed requirements shall be eligible to receive such assignments.

1.4.1.1 Such extra pay assignments in lieu of compensatory days off shall be granted only to a counselor who has actually performed service during the period preceding the commencement of a Fall or a Spring semester.

1.4.1.2 Absences – To be eligible for extra pay assignments, a counselor cannot have more than two absences total during his/her regularly assigned extra service calendar (i.e., the period preceding the commencement of a Fall or a Spring semester). Such absences must be for illness or emergency purposes only.

1.4.1.3 If a counselor exceeds two (2) absences, he/she shall be ineligible to receive extra pay assignments. However, if the absence was for good cause and verifiable as determined by the department chair, with a review by the appropriate dean, an exception may be made.

1.4.1.4 A counselor wishing to perform services on his/her compensatory days must so state in writing at the time he/she submits his/her schedule of compensatory days. Such statement must include the number of days the counselor wishes to serve for extra pay in lieu of compensatory days off.

1.4.2 Management shall determine the need for such assignments and shall inform the counselor(s) of such need no later than mid-September for a Fall semester, and no later than mid-February for a Spring semester.

1.4.3 Management shall determine on which days such assignments will be granted. These assignments may be scheduled on days other than those requested by the counselor(s).

1.4.4 Provided there is need as determined by management, such assignments may be granted for up to 50% of a counselor's earned compensatory time.

1.4.5 The duties to be performed during these specific assignments shall be determined by management.

1.4.6 If an assignment is granted, and a counselor fails to fulfill that assignment or to appear for the assignments, all subsequent assignments may be canceled for the remainder of the semester, and for the remainder of the academic year (if applicable) unless such absence is for good cause and is verifiable as determined by management.

1.5 Counselor Selection for Fall and Spring Semesters

1.5.1 Management shall first request volunteers to serve for Fall and Spring semesters. Selection from volunteers shall be based on seniority.

1.5.2 In the event there are insufficient volunteers, management shall utilize inverse seniority on a campus- and department-specific basis for selecting counselors to serve for the periods specified in 19.E.1.1 and 19.E.1.2, above

1.5.3 Volunteers must be available for a minimum of 5 days (30 hours) to be considered for a Fall assignment and available for a minimum of 2 days (12 hours) to be considered for a Spring assignment. Management may waive these minimums for all counselors at a specific campus or in a specific department.

1.5.4 For a Fall semester, counselors selected or assigned to serve shall be notified ordinarily by the last day of the prior Spring semester and no later than June 15.

1.5.5 For a Spring semester, counselors selected or assigned to serve shall be notified by November 15.

1.6 A newly appointed First Year Contract counselor's first day of paid Contract (probationary) service shall be no earlier than the first day of the calendar for the regular academic semester pertaining to teaching faculty, except as provided for in Section A.1, above.

F. Commencement Exercises – AFT and the Board agree that it is desirable to have at least 100 faculty in caps and gowns attend commencement exercises each year. AFT and the Board agree to work cooperatively with each other and the Academic Senate to encourage faculty attendance.

G. Intersession

1. Definition: Intersession is the period between the last day of a fall semester and the first day of the following spring semester.

2. Intersession as defined herein is not a "semester," and is not a part of the "academic year," "school year" or "academic year" as used within the Collective Bargaining Agreement for any purpose of calculation, application or definition.

3. If the District determines to offer an instructional program during the 2005-2006 Intersession or thereafter, it shall promptly notify the Union of its intention. Thereafter, the Union may reopen negotiations.

H. Instructional Time

1. For Monday night daily census (credit) classes in spring semesters only, class time shall be increased by ten (10) minutes per session.

2. For any credit classes that meet once a week for three (3) or more hours and have 19 sessions in a semester, class time shall be reduced by ten (10) minutes per session.

I. Compressed Calendar Pilot Program (CCPP)

The parties have an interest in exploring alternative academic calendars to enhance enrollment growth while assessing the attendant impact on student services and the workload of the faculty. Therefore, the parties agreed to establish the CCPP effective with the Spring Semester 2007, and to continue it through Fall Semester 2007at a minimum. The CCPP shall be located at the Mission Campus and shall be limited in Spring and Fall Semesters 2007 to noncredit instruction in English as a Second Language. The parties will explore expansion of the CCPP to other campuses and/or disciplines based on the knowledge and experience gained and the overall evaluation of the CCPP during the initial semesters of operation.

A. Compensation

1. 2009-2010, 2010-2011 and 2011-2012 Academic Years

1.1 In 1998, the Union and the District agreed to a pay formula which provided that bargaining unit wage rates would be increased by cost of living adjustments (COLA), if any, for community colleges contained within the adopted State budget for each academic year. The parties agree that it is a shared goal to pass on as much of new revenue as possible, including the State COLA, to be used for improving faculty compensation. At the same time, the parties acknowledge that due to the escalating costs of fringe benefits, including retiree health coverage, it may not be possible to increase bargaining unit wage rates by the full percentage rate of the COLA in each fiscal year. As reflected in the agreement on compensation for 2007-2008, AFT has acknowledged the District's expressed interest in accounting for the following factors in a revised formula: consolidation of part-time positions into additional full time positions (beyond replacement hires); increasing costs to health insurance premiums; and costs associated with opening new facilities. The District also acknowledges AFT's interest in considering other factors, including calculation of proportionate share, inclusion of full growth revenue, and inclusion of other revenues or other resources. The parties have committed to negotiating for a revised compensation formula in reopener negotiations and will continue to work collaboratively to address these interests, which may result in changes in the formula.

1.1.1. Effective Academic year 2009-2010, and subject to agreement by all District bargaining groups to a wage freeze for 2009-2010, the payment of salary steps per Article 20.C shall not be provided for the 2009-2010 academic year.

1.1.2. Bargaining unit members who retire from District service with an effective date on or between July 1, 2009 and June 30, 2010, and who would have been entitled to a salary step for the 2009-2010 academic year, shall receive a retroactive salary step increase. This retroactive salary step increase shall cover the period from July 1, 2009 through June 30, 2010, as appropriate.

1.1.3 It is not the intent of the parties to deprive those eligible for salary steps of the benefit of step increments in the future. As such, when new ongoing revenue becomes available, including a possible future State COLA, the parties are committed first to restoration of the lost salary increments, above other compensation priorities identified herein, and with the acknowledgement that this may affect the availability of ongoing revenues for allocation to an across-the-board increase.

1.1.4 Effective academic year 2009-2010, the District shall modify column placement for current, Child Development and Family Studies non-MA discipline full- and part-time faculty who would have been assessed under revised initial salary placement criteria pursuant to Article 20.B.2 as stipulated by the parties.

1.1.5 For academic year 2010-2011, an annualized percentage deduction shall be made from all unit members calculated to produce a total dollar amount equivalent to the following:

(1) the estimated cost of full-time salary and pro-rata step advancement for 2010-2011(estimated at $1,571,784 as of June 16, 2010); plus
(2) the estimated cost of the District's additional contribution towards medical premiums of unit members during 2010-2011(estimated at $446,780 as of June 16, 2010); minus
(3) $1 million in savings to be realized from reduction of unit members' assignments related to tenure review, day-to-day substitution, and other non-instructional work; plus
(4) $250,000 to account for any potential shortfall in savings realized from (3) above.

1.1.5.1 By August 15, 2010, the parties will revise the estimates of (1) and (2) above using Fall semester data. The annualized percentage deduction from unit members' pay will begin on or about September 15, 2010, subject to ratification of the Agreement by the parties.

1.1.5.2 In April/May of 2011, the parties will meet to determine the actual amount in savings from (3) above. Any amount in excess of $750,000, and up to a maximum of $250,000, will be refunded or otherwise credited to unit members.

1.1.5.3 In April/May of 2011, the parties will reconcile the actual cost of (1) and (2) above with the amounts deducted under 1.1.5.1 to determine if any further refund or credit is due to unit members.

1.1.5.4 For future negotiations purposes, and in accord with past application of the salary formula, AFT shall receive credit for its proportionate share of total 2010/11 unrestricted District resources, excluding any transfer in from the Board designated reserve, in excess of $192,633,701.

1.1.6 Salary step advancement and pay shall resume during 2010-2011 in accord with Article 20.C. Restoration of lost salary increments for Academic Year 2009-2010 shall not occur but will remain a priority in future negotiations in accord with Section A.1.1.3.

1.1.7 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011 and who otherwise would have been at a higher step in 2010-2011 *but for* the 2009/10 step freeze shall receive a retroactive salary step increase covering the period from July 1, 2010 through June 30, 2011 as appropriate.

1.1.8 Unit members who retire from District service with an effective date on or between July 1, 2010 and June 30, 2011, shall have their salaries made whole for 2010-2011 by refunding to them any deductions made per Section A.1.1.5 above.

1.2 If, after adoption of the State budget, the State modifies any of the revenue the District receives, including the COLA and noncredit funds or the amount of COLA or noncredit funded by the State, the District shall increase or decrease pay rates by the appropriate percentage as soon as practicable. Before decreasing pay rates under this section, the District will determine in consultation with the Union whether any savings have been achieved or whether alternate revenue sources to offset the revenue deficit exist. In the event of overpayments to employees, the District shall, in equal installments over a six-month time period, recoup the amount overpaid.

2. Formula for Allocation of Unrestricted New Revenues Other Than State COLA

2.1 Definition: All references to revenues or expenditures are to unrestricted funds only. New revenues shall be defined as the net

total of increases and/or decreases of the following unrestricted revenues received by the District:

1. Lottery – to the extent allowable under California Proposition 20 (1999) after required set-asides for instructional materials and supplies
2. Sales tax
3. Interest earned on unrestricted revenue
4. Prior year corrections (by definition, deemed one-time only)
5. Fifty percent of State-authorized "growth" funding for enrollment increases (including Basic Skills)
6. Fifty percent of non-resident tuition
7. "Transfers in" from the designated reserve, unless the transfer is made: (1) in response to a decline in revenues that creates a deficit of revenue in the Unrestricted General Fund in relation to the continuance of the previous college program; or (2) to fund an increase in class sections in order to capture "growth" funding.
8. Equalization
9. Noncredit rate enhancement
10. Other local and State Revenues.

2.2 In the event that the Union believes that other resources, including transfers into the Unrestricted General Fund, or other resources outside the Unrestricted General Fund should have been included for allocation by formula, it shall promptly raise its concerns to the District and the parties will negotiate in good faith, provided that impasse procedures shall not apply. If the parties have not reached agreement within 14 calendar days, either party has a right to initiate mediation. The parties shall jointly select a mediator. Failing mutual agreement on the mediator, the parties shall use the State Mediation and Conciliation Service. Mediation shall occur for a maximum of 30 days absent mutual agreement to extend the time. No other statutory impasse procedure shall apply.

2.3 In each fiscal year covered by this Agreement, the baseline will be determined by the District's independent audit from the immediately prior fiscal year. In no event shall the excess amount of ending fund balance include funds already taken into account in Subsection 2.1 above.

2.3.1 Future changes in compensation will contain estimates of:

(1) The Union's share of anticipated new ongoing revenue for the fiscal year;

(2) The Union's share of revenue from the prior fiscal year's one-time and ongoing sources that was not previously allocated;

(3) specified District costs; and

(4) the costs of the specified Union compensation items.

2.3.2 At the end of each fiscal year (or the beginning of the following fiscal year), the latest available financial data will be used to revise or update Exhibit P or Q to reflect:

- Audited data for the prior fiscal year revenues;
- The inclusion of P-2 data to update estimates of the fiscal year revenues listed in Exhibit Q, and other ongoing or one-time revenues from which the Union should receive a share; and
- Best estimates of the specified District costs, including costs of the specified Union compensation improvements.

2.3.3 Any changes to the Union's share of the fiscal year revenues will still be subject to a final reconciliation based on audited data.

2.3.4 As the result of the application of 2.3.2 and 2.3.3, if the Union's share is greater than the total of the fiscal year costs of the listed compensation improvements, the amount of ongoing and/or one-time revenues above the cost of the improvements will be available to be allocated consistent with Article 20.A.3, or other agreed upon uses.

2.3.5 As a result of the application of 2.3.2 and 2.3.3, if the Union's share is less than the total fiscal year cost of the listed compensation improvements, then revenues that are part of the Union's share of the next fiscal year's revenues first will be allocated to cover the one-time and ongoing costs of these improvements.

2.4 Operation of Formula: In each fiscal year covered by this Agreement using the prior year's audited expenditure and revenue figures (unrestricted) from the immediately prior fiscal year, the District shall determine the amount of "new revenue" available for distribution. The cost of salary-driven fringe benefits associated with the pass-through of any of the State COLA shall be charged

against "new revenue" available for distribution. In each year, the District and Union shall reach agreement on:

2.4.1. How much of the new revenue is attributable to one-time sources and ongoing sources. (Revenue from one-time sources may only be allocated for one-time salary, workload or benefit changes and shall not be allocated to ongoing commitments unless (1) otherwise agreed to and (2) the parties reach agreement on how to sustain the level of expenditure); and

2.4.2 Allocation of new revenue to salary, workload or benefits changes (in the event that such allocations require modification of provisions of this Agreement, the parties shall reopen the Agreement for the sole purpose of making such mutually agreed-upon modifications).

2.4.3 Allocation of performance based revenue, in a manner that assures provision of the State-required performance and service levels. Continuation of expenditures funded with Partnership for Excellence funds is contingent on the continuation of the State funding mechanism. The continuation of such enhancements is not guaranteed against the loss of such funds.

2.5 Baseline

Audited figures from the District's independent audit for 1999-2000 will be used to determine allocation percentages. Eighty percent (80%) of the new revenues shall be available for salary and benefit adjustments college-wide. AFT's proportionate share of these available revenues shall be equal to its "proportionate share" of salary and benefit expenditures in 1999-2000 (67.19%). The parties shall jointly conduct an annual review in each fiscal year of the Agreement, to determine whether audited data justifies a change in the figure used for AFT's proportionate share.

2.6 To determine AFT's "proportionate share," the academic salaries and benefits expenditures shall be divided by all salaries and benefits expenditures (State Budget and Accounting Manual Categories 1000, 2000 and 3000). "Academic salaries and benefit expenditures" attributable to AFT shall include salaries and benefits of academic department chairpersons and shall exclude salaries and benefits of categorically funded AFT bargaining unit members, administrators, the Chancellor, independent contractors, department chairperson stipends, classified employees and student workers.

3. Priorities for Allocation of Unrestricted New Revenues Other Than State COLA

3.1 The parties agree that priority items for negotiation of salary improvements using funds identified under the salary formula (section 2 above) during the term of this Agreement include the following (recognizing that, due to fiscal constraints, not all of these priorities may be achievable during the term of this Agreement): (a) an additional across-the-board salary increase; (b) additional employer contributions toward employee only, employee plus one, and employee plus family dependent health coverage; (c) partial or full establishment of (an) additional step(s) on the part-time pro-rata scales; (d) increasing to 100 percent the percentage of the pro-rata scales for temporary, part-time credit instructors, contingent on the District's receipt of State Part-time Faculty Compensation Funding and/or other mutually agreeable sources of funding; (e) assessing and as appropriate increasing the value of certain salary columns ("F+") on the existing full-time and pro-rata scale; (f) further modification of science lab load factors for defined science-related disciplines to address the unequal workload between lecture-lab and lecture class; (g) adopt initial salary step placement provisions for the pro-rata pay scales based on credit for prior teaching/work and related work experience.

3.1.1 The parties acknowledge that, in reference to item 3.1(f) above, considerable discussion has taken place regarding the comparability of load factors between classroom/lecture and laboratory instruction, particularly in the science-related disciplines, that this matter of inequity needs to be addressed incrementally over time, and that it is the intent of the parties to work towards that end. The parties further acknowledge that other inequities may exist within other departments and/or discipline areas. The parties shall establish a joint labor-management work group to identify specific areas of concerns and strategies for seeking redress.

3.2 In addition to the priorities in the preceding section, the parties have discussed the issues listed below and agree that they may be addressed in subsequent negotiations as appropriate, depending on funds available and the priorities identified and negotiated by the parties:

(a) add steps to overload pay scales; (b) increase pay for one-year sabbaticals; (c) District pick-up of SFERS employee contribution; (d) reimburse drug co-payments of part-timers; and (e) improvement of substitute pay rates.

3.3 In evaluating the foregoing items, the parties shall take into account the following:

3.3.1 Since 1994, the District and the Union have maintained a commitment to the principle of increasing salaries of District faculty members to above the median of Bay Area community college districts. In 1998, the District and Union agreed to the pay formula embodied in Article 20.A.2. It is the intent and desire of the parties that the pay formula will allow the District to maintain and enhance the standing of faculty salaries relative to Bay Ten community college districts;

3.3.2 In measuring the median, the parties agree to compare Bay Ten salary schedule columns/criteria to like salary schedule columns/criteria within the District. The parties further agree that the value and/or employee cost of medical benefits shall also be taken into account in defining compensation.

3.3.3 The provisions of the Education Code, including AB 420, which, among other items, calls for comprehensive study of part-time faculty employment issues and dedicates funds for improvement of part-time faculty employment conditions and study thereof, and new legislation which may provide heightened funding levels for faculty;

3.3.4. The parties recognize the importance of working toward the goal of increased state funding for further improvement of part-time employee pay, working conditions, and fringe benefits. The parties further recognize that working toward this goal will involve their mutual, cooperative efforts.

3.3.5. Within the limits of available resources, the District has been and remains a front-runner among California community colleges in improving part-time faculty terms of employment relative to their full-time counterparts with comparable duties, and has demonstrated its commitment by, among other matters, enhancing part-time faculty health benefits, improving pro rata pay (including “mirror” pro rata scales), implementing paid office hours, and affording opportunities for upgrading to full-time status.

3.3.6 As the percentage of pro-rata pay increases for part-time faculty with credit teaching assignments, there should be an assessment of (1) the existing load factors below that of one unit per instructional hour (1.0) within the credit mode and how those load multipliers should be factored into the calculation of credit pro-rata pay rates, and (2) the feasibility of such part-time faculty assuming a proportionate share of professional duties beyond classroom teaching;

3.3.7 District and the Union acknowledge the work of the Joint Committee as detailed in the Efficiency Committee Report of January 1991. The District and the Union affirm their commitment to further evaluate the Joint Committee's Recommendations with a particular emphasis on administrative efficiency, faculty loads and class size in light of median loads and class sizes of other Bay Ten community college districts**;**

3.3.8 The District and the Union affirm their commitment to analyzing and implementing ways to more efficiently use existing District resources, including the recommendations of the 1998 Fiscal Review Commission, to provide quality instruction and student services and to provide needed improvements in faculty compensation.

4. Contract and Regular Faculty and Full-time Temporary Faculty Annual Salary Schedules

4.1 Contract and Regular Faculty and Full-time Temporary Faculty shall be paid in accord with the *Contract & Regular Faculty & Full-time Temporary Faculty Annual Salary Schedule* Exhibit B (2007-2008).

4.2 Where possible, Salary Exhibits shall be included at the time this Agreement is printed and distributed. Where it is not possible, due to the operation of the above provisions, to include Salary Exhibits at the time this Agreement is printed and distributed, Salary Exhibits shall be included in an Amendment to this Agreement. Thereafter, the Amendment shall be distributed to management, supervisory and confidential employees by the District and to the Faculty by the Union.

5. Hourly Rates

5.1 Temporary, part-time faculty, including substitutes, and full-time faculty with overload (extra pay) assignments shall be paid in accord with the scales set forth in Exhibits C (2007-2008) through C-8 (2007-2008), as appropriate:

Credit Laboratory-Performance Instructional Pro Rata Mirror (Exhibit C (2007-2008))
Credit Lecture-Laboratory Instructional Pro Rata Mirror (Exhibit C-1 (2007-2008))
Credit Lecture-Laboratory Instructional Pro Rata Mirror, Science Related Disciplines Only (Exhibit C-1-1 (2007-2008))
Credit Lecture Instructional Pro Rata Mirror (Exhibit C-2 (2007-2008))
Credit Composition Instructional Pro Rata Mirror (Exhibit C-3 (2007-2008))
Noncredit Instructional Pro Rata Mirror (Exhibit C-4 (2007-2008))
Counselors and Librarians Pro Rata Mirror (Exhibit C-5 (2007-2008))
Credit and Noncredit Instructionally-related Pro Rata Mirror (Exhibit C-6 (2007-2008))
Overload Mirror (Exhibit C-7 (2007-2008))
Substitute Mirror (Exhibit C-8 (2007-2008))

Hourly rates shall be increased by application of the formulas set forth in the scales.

5.2 Where possible, Exhibits C (2007-2008) through C-8 (2007-2008) shall be included at the time this Agreement is printed and distributed. Where it is not possible, due to the operation of the above provisions, to include such Exhibits at the time this Agreement is printed and distributed, the Exhibits shall be included in an Amendment to this Agreement. Thereafter, the Amendment shall be distributed to management, supervisory and confidential employees by the District and to the Faculty by the Union.

6. Part-time Office Hours

6.1 Effective Spring semester 2004, the District will (1) pay part-time instructors teaching up to 20% of a full-time load in the credit program for up to four (4) office hours per semester, or (2) pay part-time instructors teaching 21 to 39% of a full-time load in the credit program for up to eight (8) office hours per semester, or (3) pay part-time instructors teaching 40% or more of a full-time load in the credit program for up to fifteen (15) office hours per semester. Credit part-time faculty shall be paid at the 86% Instructionally-Related pro-rata "mirror" rate on their regular step (Exhibit C-6 (2007-2008)) for the office hours. Faculty will provide written notice of their office hours in advance to their students and department chairs. To receive payment for the office hours, faculty shall indicate on a District form where and when the hour(s) were held. Credit part-time faculty shall not hold, nor receive compensation for, more than two (2) office hours in any one week of instruction during a semester. The District is ordinarily not able to provide offices or telephones; however, the office hours shall be held in reasonable proximity to the location of the faculty member's classes. Office hours will be held on days when the faculty member is scheduled to teach, unless alternate days are approved in advance by management. Both the faculty member's request and management's advance approval must be in writing.

6.2 The District and the Union will develop intent language to explore the possibility of folding the benefits of this program into the credit pro-rata "mirror" scales.

B. Initial Placement on the Salary Schedule

1. Column Placement for Disciplines Requiring a Master's Degree

1.1 Effective 2004-2005, full-time faculty shall be placed on Columns F-G of the Contract and Regular Faculty and Full-Time Temporary Faculty Annual Salary Schedule, and temporary, part-time faculty

shall be placed on the appropriate Pro Rata "Mirror" Scale(s), Ratings (Columns) F through G, in accordance with the following criteria. Step placement shall be in accordance with Section B.3, et seq. below.

	Column	Criteria for Column Placement
1.1.1	Column F	Master's or equivalent[1]
1.1.2	Column F Plus 15	Master's + 45 units subsequent to the date of the Bachelor's
1.1.3	Column F Plus 30	Master's + 60 units subsequent to the date of the Bachelor's
1.1.4	Column F Plus 45	Master's + 75 units subsequent to the date of the Bachelor's
1.1.5	Column G	Doctorate,* *OR* Master's + 90 units subsequent to the date of the Bachelor's

* *A Doctor of Arts degree, Bachelor of Law, Doctor of Medicine, Doctor of Dental Science or Juris Doctor degree earned from an accredited institution subsequent to the Bachelor's degree are equivalent to the earned doctorate.*

1.1.6 The term "unit" is defined to include only the following:

1.1.6.1 Graduate courses as defined by the course numbering system of the granting institution.

1.1.6.2 Upper division courses as defined by the course numbering system of the granting institution**.** Courses designated as "post baccalaureate," "professional" or "specialist" by the granting institution will be considered to be equivalent to upper division courses and subject to the limitations of Section 1.1.7 below. Continuing education courses ("CEU") and courses for which no credit is granted shall not be credited for purposes of initial salary placement.

1.1.7 The maximum number of upper division course units as defined in Subsection 1.1.6.2, above that may be credited for initial salary placement is 25 units.

1.1.8 Documentation must consist of official transcripts mailed directly to the District by the granting institution. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.

[1] By practice, the Equivalency Committee may approve an equivalent to the Master's degree as part of the hiring process. Committee determinations of equivalency are not subject to the grievance procedure.

1.1.9 All course units are to be from accredited institutions. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. After all quarter units have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).

1.1.10 Graduate course units (defined in section 1.1.6.1 above) determined to be appropriate for initial salary placement but insufficient in number to place the faculty member on the next column shall be considered to be vested units. Upper division course units (defined in section 1.1.6.2 above) not exceeding 25 in total number (see section 1.1.7 above) and determined to be appropriate for initial salary placement but insufficient in number to place the faculty member on the next column shall be considered to be vested units. Vested units may be credited toward future column advancement.

1.1.11 Effective Spring 2005, courses that are identically numbered may be credited more than once when the course is graded and given credit each time completed, and (1) the content or learning objectives of the course vary despite a constant course number, or (2) the course repeated is required for a degree. Faculty members may be required to submit to the District's Office of Human Resources proof of course, degree and/or program requirements in order to receive credit for courses repeated.

1.2 Faculty deemed to have the equivalent of a Master's Degree or faculty meeting the minimum qualifications by having obtained a valid California Community College Credential in lieu of the Master's Degree in the discipline for which they are being hired shall be placed on Column F and shall not advance beyond Column F until such time as they obtain units subsequent to the date of the initial placement on Column F. However, faculty members who were or are enrolled in a doctoral program in the discipline for which they are hired but who were not or have not been granted a degree as part of that program may be placed on Columns F - G provided that they submit proof to the District's Office of Human Resources of the following:

(1) that they were or are enrolled in a doctoral program; (2) the doctoral program requirements; and (3) the successfully completed requirements.

2. Column Placement for Disciplines Not Requiring a Master's Degree

2.1 Effective 2004-2005, full-time faculty shall be placed on Columns E-G of the Contract and Regular Faculty and Full-Time Temporary Faculty Annual Salary Schedule, and temporary, part-time faculty shall be 2.1 placed on the appropriate Pro Rata "Mirror" Scale(s), (Columns) F through G, in accordance with the following criteria. Step placement shall be in accordance with Section B.3 et seq. below.

	Column	Criteria for Column Placement
	Column E	Associate + 6 years experience, or Bachelor's + 2 years experience, or equivalent degree and/or experience (see footnote 2 below)[2]
2.1.2	Column F	Associate + 6 years experience or Bachelor's + 2 years experience, + 30 units subsequent to date of the Associate or Bachelor's
2.1.3	Column F Plus 15	Associate + 6 years experience or Bachelor's + 2 years experience, + 45 units subsequent to date of the Associate or Bachelor's
2.1.4	Column F Plus 30	Associate + 6 years experience + 60 units subsequent to date of the Associate + Bachelor's, ***OR*** BA + 2 years experience + 60 units subsequent to date of the Bachelor's
2.1.5	Column F Plus 45	Associate + 6 years experience + 75 units subsequent to date of the Associate + Bachelor's, ***OR*** Bachelor's + 2 years experience + 75 units subsequent to date of the Bachelor's
2.1.6	Column G	Associate + 6 years experience + 90 units subsequent to date of the Associate + Bachelor's, ***OR*** Bachelor's + 2 years experience + 90 units subsequent to date of the Bachelor's

2.1.7 Temporary, Part-time faculty deemed to have the equivalent of the minimum qualifications in the discipline for which they are being hired shall be placed on Column F of the appropriate pro rata mirror scale and shall not advance beyond Column F until such time as they obtain the requisite number of units subsequent to the date of the initial placement in Column F.

[2] By practice, as part of the faculty hiring process, the Equivalency Committee determines equivalency. Committee determinations of equivalency are not subject to the grievance procedure.

2.1.8 Full-time faculty deemed to have the equivalent of the minimum qualifications in the discipline for which they are being hired shall be placed on Column E and shall not advance beyond Column E until such time as they obtain the requisite number of units subsequent to the date of the initial placement on Column E.

2.1.9 The term "unit" is defined to include only the following:

2.1.9.1 Graduate courses as defined by the course numbering system of the granting institution.

2.1.9.2 Upper division courses as defined by the course numbering system of the granting institution**.** Courses designated as "post baccalaureate," "professional," or "specialist" by the granting institution will be considered to be equivalent to upper division courses. Continuing education courses ("CEU") and courses for which no credit is granted shall not be credited for purposes of initial salary placement.

2.1.9.3 Lower division courses as defined by the course numbering system of the granting institution**.**

2.1.10 The maximum number of Lower division course units as defined in Subsection 2.1.9.3, above that may be credited for initial salary placement is 30 units.

2.1.11 Documentation must consist of official transcripts mailed directly to the District by the granting institution. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.

2.1.12 All course units are to be from accredited institutions. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. After all quarter units have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).

2.1.13 Units (defined in section 2.1.9 above) determined to be appropriate for initial salary placement but insufficient in number to place the faculty member on the next column shall be considered to be vested units. Lower division units (defined in section 2.1.9.3 above) not exceeding 30 in total number (see section 2.1.10 above) and determined to be

appropriate for initial salary placement but insufficient in number to place the faculty member on the next column shall be considered to be vested units. Vested units may be credited toward future column advancement.

2.1.14 Effective Spring 2005, courses that are identically numbered may be credited more than once when the course is graded and given credit each time completed, and (1) the content or learning objectives of the course vary despite a constant course number, or (2) the course repeated is required for a degree. Faculty members may be required to submit to the District's Office of Human Resources proof of course, degree, and/or program requirements in order to receive credit for courses repeated.

3. Initial Step Placement for All Disciplines

3.1 Part-time faculty will be placed on Step 1 of the appropriate column on the appropriate pro rata mirror scale.

3.2 Retired District re-employed faculty, whether full-time or part-time retirees, shall be placed at Step 1 of the appropriate salary column except that retired re-employed faculty continue to receive the hourly or overload rate which they were receiving at the time of retirement, if higher than the rate of the Step at which they are placed. Retired District re-employed faculty shall be allowed to progress through the pro-rata salary schedules based on their semesters of service after retirement.

3.3 Full-time faculty shall be given one increment, up to a maximum of five increments, for each year of full-time service as a faculty member in an accredited educational institution outside of the San Francisco Community College District, or for full-time equivalent service within the San Francisco Community College District. Article 20.B.3.4.1 - 20.B.3.4.9, below, prescribe full-time equivalent service. No combination of such service shall exceed five increments on a one-year for one-increment basis.

3.3.1 An additional four (4) increments may be given on a one (1) year credit for each two (2) years additional full-time service as a faculty member in an accredited educational institution outside the District or for full-time equivalent service within the San Francisco Community College District.

Such four (4) increments may be given for such full-time related service in an accredited institution outside the District, or for full-time equivalent related service within the San Francisco Community College District; i.e., not as a member of the faculty.

3.3.1.1 Such four (4) increments may be given on a one (1) year credit for each two (2) years additional full-time work in a business, occupation, or field directly related to the position for which a faculty member is hired. Determination of "relatedness" shall be made by the Director, Human Resources Department, or his/her designee.

3.3.1.2 Accrued increments for 20.B.3.3.1 and 20.B.3.3.1.1 will be limited to a maximum of four increments.

3.3.2 For full-time faculty employed in non-MA disciplines, experience used to meet minimum qualifications shall not be applied to step placement.

3.3.3 Effective Spring 2005, concurrent credit will be granted for full-time equivalent service within the San Francisco Community College District pursuant to Sections 3.3 and 3.3.1 above and for full-time work in a business, occupation, or field directly related to the position for which a faculty member is hired pursuant to Section 3.3.1.1 above, provided that no combination of creditable service shall exceed the maximum increments set forth in Sections 3.3 (five increments) and 3.3.1.2 (four increments) above.

3.4 In-District Part-Time Service Credit – Faculty who have previously worked in this District as part-time academic employees shall have such experience counted subject to the following:

3.4.1 There shall be no credit given where the employee's inside and outside District service exceeds nine (9) increments in placement for experience.

3.4.2 For all counselor and librarian assignments, one thousand fifty (1050) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 1050 hours will not be carried over into the following year.

3.4.3 For credit instructional assignments, five hundred twenty-five (525) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 525 hours will not be carried over into the following year.

3.4.4 For noncredit instructional assignments, eight hundred seventy-five (875) hours shall be the equivalent of one (1) year full-time experience. Any additional time accrued beyond 875 hours will not be carried over into the following year.

3.4.5 For instructionally-related assignments, one thousand two hundred twenty-five (1225) hours shall be the equivalent of one (1) year full-time service. Any additional time above 1225 hours will not be carried over into the following year.

3.4.6 All hours of service are for service in the academic year only.

3.4.7 Portions of service less than one (1) full year will not be counted.

3.4.8 Experience as a one-semester long-term substitute, or as a long-term substitute in two different academic years shall count as part-time hours.

3.4.9 Notwithstanding any other provision within this contract, Section 20.B.3.4 and all subsections thereof shall not be retroactively applied to any faculty member presently employed full-time within the District. Section 20.B.3.4 and all subsections shall be applied only to those employees who become full-time, initially, in the Fall semester, 1990, and thereafter.

3.5 A faculty member who believes that his/her initial salary placement is not accurate, must notify the Director of Human Resources in writing of his/her concerns and suggested revisions within twenty (20) calendar days from the date that the "Faculty Salary Schedule: Initial Placement Form" is mailed. It is the faculty member's responsibility to have all required salary placement documents sent or personally delivered to the Human Resources Department and addressed to the Director of Human Resources. Adjustments will be made in the salary placement, if within sixty (60) days from the date the Director of Human Resources signed the Faculty Salary Schedule: Initial Placement Form the Human Resources Department receives further documentation supporting modification of the initial salary placement. If the Director of Human Resources denies the faculty members request for modification of the initial salary placement the matter will be referred to the appropriate Vice Chancellor for a final written determination.

C. Salary Step Movement for All Faculty

1. Full-time Faculty

The payment of an annual salary step shall be provided subject to the following limitations:

1.1 The full-time faculty member must have served a complete academic year. An academic year for salary purposes shall be

service of 75% or more of the hours/load required for a full-time assignment in an academic year.

2. Part-time Faculty

2.1 For purposes of determining part-time hourly steps:

2.1.1 A semester shall be counted where the individual serves at least 75% of the service days required in a full semester within that assignment. Effective Fall 2009, where a part-time unit member is assigned for less than 75% of the service days required in a full semester but where the assigned workload is comparable or equivalent to the workload for a semester-long course or courses, a semester may be counted for purposes of part-time step advancement on a case-by-case basis. The administration, or the Union on behalf of an employee, may request an exception. Requests shall be processed through the consultation process. Any exception granted shall be documented and provided to the Human Resources Department and the Payroll Services Department.

2.1.2 Part-time faculty shall earn a step on the first day of his or her fifth, ninth, thirteenth, seventeenth, twenty-first, twenty-fifth, twenty-ninth, thirty-third, thirty-seventh, forty-first and forty-fifth semester of service.

2.1.3 Effective Academic Year 2000-2001, a break in service shall be defined as absence for a period of more than four consecutive semesters (a one-month grace period shall be given). For purposes of this section, following such break in service, the employee shall revert to third semester status provided he/she had attained at least that status prior to the break in service.

D. Salary Column Movement in All Disciplines – Both Those Requiring and Not Requiring the Master's Degree

After initial placement on the Full-time Salary Schedule (Exhibit B) or on the Pro-rata Mirror Scales (Exhibits C - C7), faculty shall advance to higher salary columns by satisfying the academic unit (course work) and degree requirements for each salary column (see Section 20.B) within each discipline area.

1. The term "unit" is defined to include only the following:

1.1 Graduate courses as defined by the course numbering system of the granting institution. Graduate courses do not require pre-approval by the appropriate Vice Chancellor.

1.2 Undergraduate courses as defined by the course numbering system of the granting institution. Undergraduate courses require pre-approval by the appropriate Vice Chancellor. See Section 3, below. Consistent with Article 20.B, courses designated as "post baccalaureate," "professional" or "specialist" by the granting institution will be considered to be equivalent to upper division courses and therefore also require pre-approval from the appropriate Vice Chancellor. Continuing education courses ("CEU") and courses for which no credit is granted shall not be credited for purposes of salary column movement.

1.3 Undergraduate units from approved sabbatical leaves and pre-approved in-service courses or workshops.

2. For movement from Column E to F only for faculty in disciplines not requiring the Master's Degree, credit will be given for pre-approved in-service courses or workshops offered by the San Francisco Community College District, or industry-sponsored seminars. If approved in advance, these courses or workshops shall receive one unit credit for each 16 hours of attendance and an outside study assignment. Or, if there is no outside study assignment, one unit shall be credited for each 32 hours of attendance.

3. To be credited for column movement purposes (except for courses specified under the Professional Development Plan, Exhibit L), the pre-approval form must be submitted to the appropriate dean of the college. While it is preferable to file the form with the dean well in advance of the course start date, the form must be filed in the Vice Chancellor's office no later than the last day to add a class, as defined by the institution offering the course. In making his/her determination the Vice Chancellor will consider whether the course(s) is (are) relevant to the faculty member's discipline, assignment, skills or the faculty member's professional responsibilities. There will be no retroactive approval of undergraduate units already earned.

4. Professional Development Plan:* Effective Fall 2004, faculty have the option to develop a long-term Professional Development Plan, described in Exhibit L. Undergraduate course units identified pursuant to such a plan are subject to a pre-approval process separate from 20.D.2. and 20.D.3. CEU units, courses, seminars or workshops approved as part of an overall Professional Development Plan may be used for movement to all columns and are not subject to the restrictions of 20.D.1 – 20.D.4. See Exhibit L for details.

** The parties shall evaluate the program in EXHIBIT L in Fall 2008. Unless the parties evaluate and expressly extend or modify the program by the last day of Fall Semester 2008, it shall "sunset" at that time.*

5. In order to be credited, documented units and degrees shall not have been previously used for salary placement or column movement, and

documentation must be received by the District's Human Resources office by November 30 to affect salary placement for that current academic year.

6. Documentation must consist of official transcripts mailed directly to the District by the granting institution. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.

7. All course units are to be from accredited institutions. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. After all quarter units have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).

8. Units determined to be appropriate for column advancement but insufficient in number to advance a faculty member to the next column shall be considered to be vested units. Vested units (including "grand-parented" units under the 2000-2003 CBA) may be credited toward future column advancement.

9. Effective Spring 2005, courses that are identically numbered may be credited more than once when the course is graded and given credit each time completed, and (1) the content or learning objectives of the course vary despite a constant course number, or (2) the course repeated is required for a degree. Faculty members may be required to submit to the District's Office of Human Resources proof of course, degree and/or program requirements in order to receive credit for courses repeated.

E. Personal Automobile – Reimbursement

The District shall reimburse an employee for advance authorized use of his/her personal automobile on matters of official District business at the rate paid by the State of California to its employees. Such requests must be submitted on the proper District forms and in a timely manner.

F. Parking Reimbursement

1. Downtown Campus & St. Mary's site. During the term of this Agreement, the parties shall continue the process to partially reimburse parking expenses for faculty assigned to the Downtown Campus and the St. Mary's site, consistent with the parties' allocation of formula dollars for this purpose.

2. Fort Mason site. Effective Fall semester 2006, the District shall partially reimburse parking expenses, utilizing a process similar to the process established for the Downtown Campus and the St. Mary's site, for faculty assigned to the Fort Mason site. Faculty members may request reimbursement for up to one half (1/2) of the cost of daily passes and/or a monthly parking pass. For those faculty members who are assigned to teach a weekend class at Fort Mason, they may request reimbursement for

up to one half (1/2) of the cost of a monthly pass that includes a guaranteed, designated spot.

3. Mission Campus. Effective Fall Semester 2007 the parties shall partially reimburse parking expenses for faculty assigned to the Mission Campus, consistent with the parties' allocation of formula dollars for this purpose.

G. Extra Coaching Assignments – Compensation for extra assignments in coaching shall be according to past practice except:

1. An additional fifteen hours per week per coach will be granted to the coaching staff involved where post-season playoffs, finals, tournaments, or State playoffs are scheduled due to team performance.

H. SFERS Retirement Pickup

Effective Academic Year 2001-2002 and through the term of this Agreement only, the District has agreed to pick up four percent (4%) of eligible unit members contribution costs to the San Francisco Employees' Retirement System (SFERS). Eligible unit members are those unit members who are enrolled in SFERS. This provision is not applicable to unit members enrolled in the State Teachers Retirement System. The Union, on behalf of eligible unit members, elects to have unit members' retirement contributions to SFERS deducted on a full pre-tax basis.

I. Electronic Payroll

The Union and the District agree to work cooperatively to transition from a paper payroll to electronic payroll. During Fall 2006, the parties will develop a timeline for this transition. The parties will jointly develop related training to assist employees with the transition, including identification of suitable alternatives where necessary.

J. Fingerprinting

1. New members of the bargaining unit shall not be required to submit personal checks or money orders to the District to cover fees assessed by the State Department of Justice in connection with fingerprints for purposes of criminal background checks.

2. New members of the bargaining unit shall continue to be responsible for payment of the fees assessed by various agencies that perform the Live Scan fingerprint process.

3. The Union and the District shall share equally the cost associated with the waiver of fees assessed by the State Department of Justice.

K. Photo Identification Cards

Effective Spring 2009, faculty shall be provided with photo identification cards upon request and in accord with the procedure established by the parties. The parties shall review this program over the term of the Agreement and pledge to work cooperatively regarding any issues that may arise.

A. Fringe Benefits – Full-time Employees

1. Medical

The District shall continue to provide medical care insurance programs to Contract and Regular Full-time employees, and other employees who were covered as of September, 1981, in accordance with provisions of the City Charter.

1.1 The semi-monthly Charter-mandated District contribution effective July 1, 2011 is $251.97. Effective July 1, 2011, the District shall provide the following additional semi-monthly contribution for employee medical insurance premiums:

	Member only	Member + 1 Dependent	Member + 2 or more Dependents
Kaiser	$0.64	$172.74	$225.32
All other plans	$22.07	$221.59	$297.52

This additional contribution, combined with the District's Charter-mandated contribution, is reflected in the following table of semi-monthly rates, effective July 1, 2011:

	Total Premium	District Contribution	Employee Cost
Kaiser			
Employee Only	$252.61	$252.61	$0.00
Employee +1	$504.71	$424.71	$80.00
Employee +2/more	$713.96	$477.29	$236.67
Blue Shield			
Employee Only	$294.70	$274.04	$20.66
Employee +1	$588.91	$473.56	$115.35
Employee +2/more	$833.09	$549.49	$283.60
City Plan			
Employee Only	$555.44	$274.04	$281.40
Employee +1	$1,089.32	$473.56	$615.76
Employee +2/more	$1,527.87	$549.49	$978.38

2. Drug/Dental/Orthodontia/Life Insurance

The District shall continue Drug, Dental (including orthodontia) and Life Insurance Programs to Contract and Regular Full-time employees, and other employees covered as of September, 1981.

2.1 Effective January 1, 1995, the face value of the Life Insurance Policy shall be $50,000.

2.2 The District shall, during the life of this Agreement, pay increased premiums for such coverage, if any.

2.3 Effective July 1, 1993, only employees and their eligible dependents with District-provided Health Service System health plans shall be eligible for the District-provided Drug Plan. Employees and their eligible dependents shall first obtain prescriptions through such plans. The District shall reimburse the employee or eligible dependent co-payment, if any. Employee dependents who are not participating in a District-provided Health Service System health plan shall not be eligible for benefits under the District-provided Drug Plan.

2.4 Effective January 1, 2008, the District shall provide, in accordance with carrier requirements, general dental and orthodontia coverage as follows:

General dental, per calendar year:	$3,000
Orthodontia, lifetime:	$2,000

B. Fringe Benefits – Part-Time Employees Medical and Dental/Orthodontia

1. Eligibility

1.1 Part-time employees who are beginning at least their third semester and who are assigned either twelve and one-half (12½) hours or more per week for a semester in the noncredit program or seven and one-half (7½) units or more per week for a semester in the credit program will be provided health and dental coverage as outlined in this section. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

1.1.1 Effective Spring Semester 2002, part-time employees who (1) were eligible for and received coverage during the Spring Semester, and (2) are subsequently hired for the Fall Semester at a load making them eligible for benefits will be provided health and dental coverage for the Summer period.

1.1.2 In order to continue health benefits through the Summer period, the District will make additional deductions from employees' paychecks in the months of May and June to cover applicable employee premiums during the Summer period, if any. Each year, in April, employees will be notified in writing of the applicable rates and asked to indicate any changes in health plan coverage made during the open enrollment period. Employees who fail to respond to the District will (1) have deductions made from their paychecks in the months of May and June based on health plan coverage information available to the district at that time and (2) be subject to further payroll adjustments as necessary in August or September.

1.1.3 Employees who are not hired for the subsequent Fall or Spring Semester at a load making them eligible for health and dental benefits shall have their benefits terminated. Benefits shall be terminated effective at the conclusion of the week before Fall or Spring Semester instruction commences. Effective Fall Semester 2009, the District will, in advance of the termination of benefits**,** notify the Union of any part-time unit member who it determines is no longer eligible for benefits and whose coverage is being terminated.

1.1.4 Effective Fall Semester 2000, part-time employees initially determined to be eligible for health and dental coverage for a semester under Section 1.1, above, subsequently shall not be determined to be ineligible for health and dental coverage under that section if they should suffer a reduction in assigned hours/units in the same semester due to class cancellation(s) because of low enrollment, provided they continue to be assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment. The total expenditure for this benefit and transit/parking fees (Article 20) shall not exceed $50,000 in any year during the three-year period covered by this Agreement (a total allocation of $150,000 for the three-year period).

1.1.4.1 For Academic Year 2009-1010 in light of the fiscal crisis and course and schedule reductions prior to the beginning of the Fall and/or Spring semester(s), the District shall not deem part-time faculty ineligible for health and dental coverage provided they were (1) eligible for health and dental benefits in the prior semester, and (2) continue to be

assigned for a minimum of five (5) hours per week in the noncredit program or a minimum of three (3) units per week in the credit program. The parties may reopen this provision of the agreement to discuss whether the provision should be continued beyond the 2009-2010 Academic Year.

Section 1.1.4.1 continues for Academic Year 2010-2011; provided, however, that no later than spring 2011, the appropriate Department Chair or Dean must certify that a part-timer retaining eligibility under this Section did not do so through a voluntary reduction in their assignment.

1.1.4.2 Effective Spring Semester 2001, part-time employees who are beginning at least their third semester and who receive assignments with effective dates that cause the employees' load levels to vary during a semester shall be deemed eligible for health and dental coverage provided the employees, on average, work either twelve and one- half (12½) hours or more in the noncredit program or seven and one-half (7½) units or more in the credit program during the semester. For purposes of this section, employees must serve at least 75% of the service days required in a full semester within that assignment.

1.2 Part-time employees within the credit program whose teaching assignment within a department is limited to eight or nine hours per week and such hours do not equal at least seven and one-half units of credit due to laboratory or lab/lecture load differentials may apply for such coverage. Such applications shall be processed through the consultation procedure between District and Union on a case-by-case basis. Any exception granted shall be documented and provided to the Human Resources Department.

1.3 Any other exception that in the view of the Union is unjust or unfair to an individual because the assigned workload in credit or noncredit does not meet the eligibility criteria of this section, may be submitted by the Union on a case-by-case, semester-by-semester basis. Any coverage allowed as an exception in an individual case shall not be considered or construed as a precedent in any way or in any manner. The District decision on each case is not grievable or appealable under any process. Any exception granted shall be documented and provided to the Human Resources Department.

1.4 Effective Fall Semester 2004, part-time faculty members who give birth will remain eligible for District-paid medical and dental benefits

for a maximum period of up to 12 weeks while caring for their newborn child, provided they were already enrolled for and receiving such benefits. The twelve-week period for the care of a newborn child shall not include the six week period of disability under Article 17, Section D, Paid Maternity Leave.

1.5 For purposes of this section, effective Academic Year 2006-2007, following a break in service of more than four consecutive semesters (a one-month grace period shall be given), an employee shall revert to third semester status provided he/she had attained at least that status prior to the break in service. Employees who do not revert to third semester status following a break in service must establish eligibility pursuant to Section 1.1, above.

2. Dental Insurance

2.1 Effective July 1, 1990, eligible employees will be provided, at District expense, as long as so employed, the Delta Dental Plan of California one-hundred percent (100%) Dental Insurance Program, including orthodontia, for employee and dependents, in accordance with carrier requirements.

2.2 The District shall, during the life of this Agreement, pay increased premiums for such coverage, if any.

3. Health Insurance

3.1 Eligible employees will be provided coverage as long as they remain eligible during the academic year. (See 21.B.1 et. seq.)

3.1.1 The semi-monthly Charter-mandated District contribution effective July 1, 2011 is $251.97. Effective July 1, 2011, the District shall provide the following additional semi-monthly contribution for employee medical insurance premiums:

	Member only	Member + 1 Dependent	Member + 2 or more Dependents
Kaiser	$0.64	$172.74	$225.32
All other plans	$22.07	$221.59	$297.52

This additional contribution, combined with the District's Charter-mandated contribution, is reflected in the following table of semi-monthly rates, effective July 1, 2011:

	Total Premium	District Contribution	Employee Cost
Kaiser			
Employee Only	$252.61	$252.61	$0.00
Employee +1	$504.71	$424.71	$80.00
Employee +2/more	$713.96	$477.29	$236.67
Blue Shield			
Employee Only	$294.70	$274.04	$20.66
Employee +1	$588.91	$473.56	$115.35
Employee +2/more	$833.09	$549.49	$283.60
City Plan			
Employee Only	$555.44	$274.04	$281.40
Employee +1	$1,089.32	$473.56	$615.76
Employee +2/more	$1,527.87	$549.49	$978.38

3.2 Coverage shall commence on the first day of the pay period following the first payroll deduction.

3.3 Coverage shall cease on the last day of the pay period in which termination occurs.

C. Dental – Retirees

A full-time or part-time unit member may, upon retirement, elect to continue dental insurance coverage in accordance with carrier requirements and State law, at his/her expense.

D. Insurance Committee

The Union shall be entitled to one (1) representative at all District insurance meetings considering drug, dental and life carriers, bids, specifications and selection, including selection and specifications for consultants for the above-mentioned insurance.

E. Pool Access

Effective Spring 2009, when school is in session, faculty shall have access to the pool within the Wellness Center on the Ocean campus during specified available hours. For Spring 2009, those hours will be from 11 AM to 1 PM Monday through Friday and from 5 PM to 6 PM Monday through Thursday. The parties will jointly publicize faculty pool access hours at the beginning of each semester. The parties shall review the utilization of the pool over the term of the Agreement and pledge to work cooperatively regarding setting of access hours and any protocol issues that may arise.

F. Retiree Health Benefits – During the term of this Agreement

1. The District will conduct further actuarial studies to identify the extent of its unfunded liability for retiree health benefits (GASB 45). Consistent with GASB, the parties will negotiate over means for addressing the unfunded liability stemming from retirees' health costs.

2. The parties will explore potential options for part-time retirees to access retiree health benefits.

G. CalSTRS Contribution Increase

In consideration of the contributions made by the faculty bargaining unit to balancing the District budget in recent years, the District will consider any increase mandated by CalSTRS during the term of this Agreement as a challenge that will not be borne solely by the employees who are STRS members but instead as a cost to be addressed as part of the District's overall plan for addressing its budget gap.

A. Purpose

To provide an orderly procedure for reviewing and resolving grievances promptly and at the lowest administrative level possible.

B. Definitions:

1. Grievance – A formal written allegation by a grievant that the grievant has been adversely affected by a violation of a specific article, section or provision of this Agreement.

1.1 Grievance as defined in this Agreement shall be brought only through this procedure.

1.2 Actions to challenge or change the policies, rules, regulations, or administrative rules or regulations not contained within this agreement, or on matters not within the scope of bargaining must be undertaken under those processes then in effect.

2. Grievant

A. Any unit member with a grievance;

B. Any group of unit members having the same grievance;

C. Local 2121.

3. Day – A "day" (for the purposes of this Grievance Article) is any day on which the central administrative office of the District is regularly open for business.

C. Time Limits

1. Grievant who fails to comply with the established time limits at any step shall forfeit all rights for that grievance to further application of this Grievance Procedure.

2. District failure to respond within established time limits at any step entitles the grievant to proceed to the next step.

3. Time is of the essence in all processing of grievances.

4. Time limits and steps may be waived by mutual agreement.

D. Other Provisions

1. Member's Legal Rights – Nothing contained herein shall deny to any unit member his/her legal rights under State or Federal Constitution and laws.

2. A unit member may be represented and accompanied by a designee of his/her choosing at any point in this procedure.

   2.1 Employees who allege a grievance concerning common matters of fact and contract provisions may elect to file a class action/group grievance. Where a class action/group grievance is filed, one unit member shall represent, at all steps and levels, the entire group, except those not wishing to be included.

   2.2 In all grievance proceedings, including a class action/group grievance, AT THE FORMAL STEP, the Union and District may always have up to three (3) persons each present at the conference; AT THE INFORMAL STEP, the Union and District are limited to a total of two (2) persons each, unless mutually agreed otherwise.

3. Any grievance or alleged grievance which occurs during the period between the termination date of this Agreement and the effective date of a new Agreement shall be processed under this Grievance Procedure.

4. The time and day of any meetings at any stage or level of this procedure shall be by mutual agreement between the grievant, Union designee and management. Any such meeting shall, whenever possible, be during non-working hours of the grievant or designee.

5. Wherever any meeting is agreed to, or required, during the grievant's or designee's regular working hours, he/she shall be excused with pay for that purpose.

6. Only matters essential to the proper maintenance of an accurate personnel file may be placed in an individual's personnel file. Except for the final remedy, no material used or developed solely for processing a grievance shall be placed in the member's personnel file.

7. If the grievant chooses to represent him/herself, the Union shall be given a copy of the grievance at the time of submission at the District level. When the Union is not the designated representative of an employee in the grievance procedure, the employer shall not agree to a resolution of the grievance until the Union has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response. Such response shall be filed within 10 days of receipt of such proposed resolution.

8. The parties shall exchange, upon request, pertinent information necessary or required to process any grievance.

9. No faculty member at any stage of the grievance procedure shall be requested or required to meet with any supervisor or management employee concerning any aspect of a filed grievance other than those outlined in this procedure.

E. Procedural Steps

NOTE: Grievances involving alleged violations of tenure review processes and negative decisions shall be handled in accord with Section 22.F, below.

1. Informal/Oral – Within 20 days of the time an employee knew or reasonably should have known of the occurrence of an alleged grievance, the employee shall discuss the alleged violation with the management-designated employee not in the bargaining unit having jurisdiction.

2. Formal Level

2.1 If a satisfactory resolution is not reached within ten (10) days of the informal/oral step above, the member shall present, within ten (10) days thereafter on the "Statement of Grievance Form," attached hereto as Exhibit E, the grievance in writing to the Chancellor or designee.

The written information provided by the grievant should include:

2.1.1 A description of the grounds of the grievance sufficient for it to be understood, and related facts such as names, dates, and places;

2.1.2 A listing of the provisions of this Agreement which are alleged to have been violated; and

2.1.3 A listing of specific actions requested of the District which will remedy the grievance.

2.2 Either the grievant or the Chancellor or designee may request a personal conference within ten (10) days of filing/receipt of the written grievance. Any such meeting shall be by mutual agreement and held within ten (10) days of request.

2.3 The Chancellor or designee shall communicate the decision to the grievant in writing within fifteen (15) days of receipt or fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period.

3. Arbitration

3.1 Within fifteen (15) days after receipt of the decision of the Chancellor or designee, the Union may, upon written notice to the Chancellor, submit the grievance to arbitration under, and in accordance with, the prevailing rules of the American Arbitration Association. Upon mutual agreement, the AAA rules governing expedited arbitration may be utilized.

3.2 Power of the Arbitrator – It shall be the function of the arbitrator, and he/she is empowered except as his/her powers are herein limited, after investigation and hearings, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

3.3 The arbitrator shall have no power to:

3.3.1 Add to, subtract from, disregard, alter or modify any of the terms of this Agreement;

3.3.2 Establish, alter, modify, or change any salary schedule or salary structure;

3.3.3 Rule on any of the following:

3.3.3.1 Any matter involving evaluation other than compliance with procedures.

3.3.3.2 Termination of services of, or failure to reemploy any temporary or part-time certificated employee, or termination of services of, or failure to reemploy any probationary employee.

3.4 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

3.5 The decision of the arbitrator shall be final and binding on all parties.

3.6 All fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the incurring party, and neither party shall be responsible for the expense of any witness called by the other.

F. Tenure Review Grievances

Grievances involving alleged violations of tenure review processes and negative decisions shall be handled in accord with the following:

1. Procedures governing tenure review decisions pursuant to Article 22.F.2 and 22.F.3, below, are governed by Education Code Section 87610.1 and 87611. The procedures herein are intended to clarify and strengthen Education Code tenure review processes and shall in all regards be read in harmony with the provisions of the Education Code.

2. Allegations that the District, in a decision to reappoint a probationary employee, violated, misinterpreted, or misapplied any of its policies and

procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Ed. Code 87610.1)

3. Allegations that the District, in a decision to grant tenure, made a negative decision that to a reasonable person was unreasonable, or violated, misinterpreted, or misapplied any of its policies and procedures concerning the evaluation of probationary employees shall be classified and procedurally addressed as grievances. (Ed. Code 87610.1)

4. Any grievance pursuant to the provisions of 22.F.2 and 22.F.3, above, may be filed by the employee on his or her behalf or by the Union. The Union shall have no duty of fair representation with respect to taking any of these grievances to arbitration, and the employee shall be entitled to pursue a matter to arbitration with or without the representation of the Union according to the provisions of the law. (Ed. Code 87610.1)

5. Time lines for grievances involving alleged violations of tenure review processes shall be waived until such time as the employee files a grievance against a Board of Trustees decision not to grant tenure or not to reappoint him/her as a contract (i.e., probationary) employee for the ensuing college year (hereafter, "negative decision"). However, the evaluatee may choose to initiate an inquiry relative to a perceived violation of the tenure review process by doing so within fifteen (15) days after receiving knowledge of the event giving rise to the inquiry. The inquiry shall be filed with the Director of Employee Relations or Designee and shall state plainly and clearly the specific facts giving rise to the inquiry. The working papers of the committee are not subject to review during the inquiry. Within fifteen (15) days of receipt of the inquiry, the Director of Employee Relations or Designee shall communicate the decision to the evaluatee in writing. The decision of the Director of Employee Relations shall not be subject to further review, except in the event of a timely grievance after negative decision by the Board of Trustees.

6. Formal Level

6.1 Within 20 days of the date the Board of Trustees gives written notice to an employee, as required by Article 9.D.7.9, of a decision not to grant tenure or not to reappoint him/her as a contract (i.e., probationary) employee for the ensuing college year, the employee shall present the grievance in writing to the Chancellor or designee on the Special Grievance form, attached hereto as Exhibit E-1. The notice from the District shall specify to the employee the procedure and deadline for filing the grievance and the exact manner and location for delivery of the grievance to the District.

6.2 If the employee chooses to file a grievance against a negative decision of the Board of Trustees, all working papers of the tenure review committee shall be made available to the employee and all concerned parties. If the District is unable to provide the working papers to the Union, it will, upon request by the Union, provide a

written explanation of the reasons it cannot produce them. If the Union's review of the working papers results in the discovery of new bases, not previously identifiable, of a grievance, the grievance may be amended accordingly, within 20 days after receipt of the working papers.

6.3 Either the grievant or the Chancellor or designee may request a personal conference within ten (10) days of filing/receipt of the written grievance. Any such meeting shall be by mutual agreement and held within ten (10) days of request.

6.4 The Chancellor or designee shall communicate the decision to the grievant in writing within fifteen (15) days of receipt of the grievance or within fifteen (15) days subsequent to a conference held between the parties, whichever is the longer period.

7. Arbitration

7.1 Within fifteen (15) days after receipt of the formal level grievance decision of the Chancellor or designee, the Union may, or, the probationary employee may, upon written notice to the Chancellor, submit the grievance to arbitration under, and in accordance with, the prevailing rules of the American Arbitration Association. Upon mutual agreement between the party initiating the arbitration and the District, the AAA rules governing expedited arbitration may be utilized.

7.1.1 When a written notice for arbitration of the grievance is not initiated by the Union, the probationary employee providing written notice to submit the grievance to arbitration must deposit with the arbitrator prior to the commencement of the arbitration adequate security to pay the employee's share of the cost of arbitration. (Ed. Code Section 87610.1(c)) If, in the process of arbitration, the arbitrator believes that the cost of arbitration will exceed the original estimate, the arbitrator shall so inform the parties and shall direct the employee to deposit further security. If the employee fails to make any required deposit, the arbitrator shall notify the employee of his or her obligation and give a ten (10) day grace period to fulfill his or her obligation. If the employee fails to make payment within the grace period, the arbitrator shall be authorized to dismiss the grievance. In no event shall the District be liable for the employee's one-half share of the cost of arbitration. Any cash amounts remaining at the conclusion or dismissal of the arbitration after payment in full of the employee's half of the full fees and expenses of the arbitration shall be refunded to the employee.

7.2 Arbitration Standards – In addressing the grievance, the arbitrator shall determine whether the decision of the Board was consistent with the Board's authority under the Education Code.

7.3 Arbitrator Power

7.3.1 The arbitrator may issue an appropriate remedy, which may include, but need not be limited to, back pay and benefits, reemployment in a contract position, and reconsideration.

7.3.2 The arbitrator shall have no power to rule on any matter involving evaluation except as required in applying the standards reflected in Section F.7.2, above.

7.3.3 The arbitrator shall have no power to grant tenure, except for the District's failure to give notice to a contract employee employed under his/her third consecutive contract on or before March 15 pursuant to the final sentence of Subdivision (b) of Education Code Section 87610.

7.3.4 A final decision reached following a grievance or hearing conducted pursuant to Subdivision (b) of Section 87160.1 shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure. (Ed. Code Section 87611)

7.4 Where any grievance is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7.5 All fees and expenses of the arbitrator shall be shared equally by the Board and the Union or by the Board and the probationary employee if the Union is not representing the employee. All other expenses shall be borne by the incurring party, and, as to a probationary employee described in Section 7.1.1, above, shall be in addition to the responsibility to provide adequate security described therein, and neither party shall be responsible for the expense of any witness called by the other party or other such expense of the incurring party.

A. The parties shall conduct additional negotiations on the subject of Faculty Service Areas during the term of this Agreement. Issues include:

1. A review of relevant Education code sections to ensure accuracy, relevancy, and compliance with State law;

2. periodic updates of defined faculty service areas (FSAs) for credit and noncredit modes of instruction;

3. competency criteria for faculty teaching in the credit and noncredit modes of instruction; and

4. any other issues identified and mutually agreed to by the parties.

A. The Union and its members agree that they will not – directly or indirectly – plan, engage or participate in, solicit or sponsor any threatened or actual work stoppage of any type against the District, including slowdowns, partial strikes, concerted refusals to perform mandatory duties, or sickouts. In the event that the Union learns of any such actual or threatened activity, the Union shall inform employees of their obligations under this section and shall make its best efforts to encourage them to comply with their professional obligations and the terms of this section.

B. This Article does not apply to a strike called by the Union after exhausting impasse procedures for reopener negotiations on Article 20.A during the term of this collective bargaining agreement. If such a strike does occur, however, the provisions of Article 7.C, related to the deduction of agency fees, shall be suspended during the pendency of the strike. After the strike is over, the District shall resume deducting agency fees unless modified by the terms of any subsequent collective bargaining agreement.

A. The terms and conditions of this Agreement shall, in regard to categorically-funded programs and positions, be subject to the funding agency requirements and the grant contract provisions.

1. District shall, in all grants applied for, make every effort when applying for categorical funds to incorporate, where appropriate, the applicable provisions of this Agreement.

2. District shall not, in any grant, allow Temporary full-time categorical employees to be required to perform a higher work load than District-funded full-time employees.

3. Calendar for categorically-funded programs or positions shall be in accordance with the terms and conditions of the grant, except that no full-time categorical employee shall be required to perform for more than one hundred seventy-five (175) days without receiving additional compensation at the appropriate hourly rate of pay.

4. All categorically-funded programs and positions applied for shall be for no less than the prevailing applicable salaries, then existing, paid other District-funded employees.

B. Personnel Files – Where a personnel file is maintained for categorically-funded employees, the employee shall have access to such file in accordance with Article 11, "Personnel Files."

C. The following terms and conditions of the contract covering District-funded employees shall be applicable to categorically-funded programs and positions:

Article 1	Duration, Bargaining Unit, Reopeners
Article 4	Separability and Savings
Article 5	Non-Discrimination
Article 6	Management Rights
Article 7	Union Rights
Article 8	Academic Freedom, Duties, and Responsibilities
Article 9.F	Evaluation, Categorical Employees
Article 10	Disciplinary Action
Article 12	Upgrading – Should a categorical employee unit member apply or wish to apply for another District position while in categorical status, he/she shall be considered as part-time for purposes of Upgrading, Article 12.
Article 16	Work Environment
Article 17	Leaves - IN THE FOLLOWING PROVISIONS ONLY:
17.A.1	Definition, Salary
17.B.1.3	Extension
17.A.6.3	Notification of Short Term Leave

17.B.1.1	Unpaid Leave (twenty (20) days per Chancellor approval)
17.G	Pregnancy Disability Leave (PDL) not to exceed the duration of the grant
17.I	Industrial Accident/Illness Leave not to exceed duration of the grant
17.M	Professional Growth Leave
17.F	Personal Emergency/Necessity Leave
17.J	Bereavement Leave
17.K	Jury Duty/Witness Leave not to exceed duration of the grant
17.P	Military Service Leave not to exceed duration of the grant
Article 22	Grievance Procedure

D. Notwithstanding any other provision of this Article, full-time District employees (tenure/tenure track) assigned fully or partially to a categorically-funded program or position whose salary and benefits are fully or partially charged to categorical funding, shall receive and have applied the terms and conditions of this Agreement as though on a District-funded program or position.

E. Evaluation – Consistent with Article 9, Section F, Categorically-funded employees who have been employed for one (1) semester or more may be provided, upon request, evaluations in accordance with Article 9, Section E, whenever possible within that semester or the ensuing two (2) semesters.

Consistent with Article 9, Section F, Full-time Temporary Employee Evaluation may take place when desired and/or scheduled by management. Except as provided in Section 9.B, no more than one official evaluation may take place in any one year.

F. Sick Leave

1. Sick leave for temporary full-time categorically-funded employees' illness or injury (only) shall be credited, in advance, to a maximum of ten (10) days in the following manner and at the time indicated where their assignment begins on the dates specified and continues throughout the period specified:

1.1 Federal Fiscal Year Grants

October 1 through end of the District Fall Semester (October to December – 3 days)

Beginning of Spring Semester through end of Spring Semester (January to May – 5 days)

August through September – 2 days

1.2 State/District Fiscal Year Grants

Beginning first academic day of Fall Semester to end of Fall Semester (August to December – 5 days)

Beginning first academic day Spring Semester to end of Spring Semester (January to May – 5 days)

1.3 Temporary full-time employees whose assignments begin on other dates shall be credited, in advance, pro rata, as their assignment period bears to the above.

1.4 In the credit program, an employee who is absent and takes sick leave for an amount of time less than or equal to one-half (½) of a particular day's assignment shall be charged with only one-half (½) day of sick leave.

1.5 In the noncredit program and for all counselors, sick leave shall be earned and used on an hourly basis in accordance with Article 17.C.1.1.

2. Other employees shall be granted sick leave hours on the basis of 0.057 x the number of hours of service performed during the academic calendar, subject to the following limits:

Limits of Accumulation – No part-time employee may accumulate more hours of sick leave per semester than the usual number of hours per week at 67% of a full-time load in that assignment times 0.057. This includes block hour assignments.

Use and Accrual of Sick Leave – Sick leave may be used at any time after it is earned, provided it is used in one hour increments. (Sick leave may be used in one-half [½] hour increments only when a full assignment is missed and that assignment is one which is regularly scheduled in one-half [½] hour blocks [e.g.,1½ hours, 2½ hours, etc.].)

3. Categorical earned sick leave may only be used by the employee during that grant period employment. Such accumulated sick leave may be used during the summer session when on the same grant.

4. Sick leave shall be accumulated during the applicable Federal or State grant period in accordance with 25.F.1, but shall not be cumulative beyond any program or grant period. Effective at the conclusion of the Spring Semester 2007, such accumulated sick leave may be cumulative beyond the grant period, provided the employee is continuing in the same categorically funded program and position.

5. Part-time employees who have accumulated sick leave while on District funding and accept a categorical position within the District shall have their District accumulated sick leave held in abeyance. When such employees return to District-funded positions, the sick leave held in abeyance shall be restored. A break of more than two consecutive semesters from District

employment, either before or after categorical employment, shall result in forfeiture of District accumulated sick leave except, that a one-month grace period shall be given.

G. Notwithstanding any other provision, the salary provisions of Article 20.A, Compensation, as appropriate, shall be paid to all unit members in the categorically-funded programs.

H. The fringe benefits of Article 21.A and 21.B shall be applicable, as appropriate.

The provisions of this article address the full-time temporary upgrading procedure and short-term and long-term temporary employment, including substitutes (long-term and day-to-day).

A. **Full-Time Temporary Upgrading Procedure (Article 26A.-D).** Hiring standards and the hiring process for full-time and part-time faculty are governed by CCSF Hiring Procedures. Under the CCSF Hiring Procedures, vacancies for full-time faculty who are on planned leaves known well in advance, such as sabbaticals, may be filled using the full-time hiring procedure for Long-Term Substitute (LTS).

B. Temporary short-term vacancies other than LTS regularly arise, creating the potential for additional opportunities for temporary upgrading for part-time faculty. Circumstances that may provide opportunities for full-time temporary upgrading include:

1. Sudden incapacity or death of the faculty member of record;

2. When available hours can no longer be assigned on a Day-to-Day Substitute basis (because the assignment exceeds 12 percent of the total hours of a single course or 20 work days);

3. Sudden retirement/resignation of a faculty member;

4. When a faculty member takes a leave that cannot be backfilled through the LTS hiring procedure because it is not known enough in advance;

5. Sudden increase in or demand for classes or services (per Education Code section 87482(a)(1)).

C. The following delineates the status, usage, duration, and pay rates for each type of temporary vacancy (including LTS):

1. **Day-to-Day Substitute.** A Day-to-Day Substitute generally covers unplanned short-term leaves of absence when it is not known from one day to the next whether a substitute will continue to be needed (such as an illness of unknown duration). A Day-to-Day Substitute may also cover planned short-term leaves of absence. See Section F below for other applicable provisions.

1.1 A Day-to-Day Substitute assignment cannot exceed twenty (20) working days. This limit will be applied as follows:

1.1.1 For semester-long courses that are scheduled to meet three (3) or more days per week, and for short-term courses, the limit on Day-to-Day Substitute status is four (4) weeks (i.e., 20 days of the academic calendar).

1.1.2 For semester-long courses that are scheduled to meet either one (1) or two (2) days per week, the limit on Day-to-Day Substitute status is six (6) weeks (i.e., 30 days of the academic calendar).

1.2 When a Day-to-Day Substitute assignment exceeds twelve (12) percent of the total hours of the course (generally about two weeks), the Department Chair shall evaluate whether the vacancy calls for a temporary upgrade and will strive to utilize the expedited upgrading procedure described in section D below as soon as practicable.

1.3 A Day-to-Day Substitute assignment up to twelve (12) percent of the total hours of the course is paid at the appropriate substitute pay rate (Exhibit C-8). When a Day-to-Day Substitute assignment filled by a full-time or part-time faculty member exceeds twelve (12) percent of the total hours of the course, a full-time faculty member will receive the overload rate (Exhibit C-7); a part-time faculty member will receive the appropriate hourly rate (Exhibits C-1 through C-6).

1.4 When a Day-to-Day Substitute assignment of a part-time faculty member exceeds the four (4) or six (6) week limit in section C.1.1, and section D below has not been utilized, the following shall apply:

1.4.1 Where conversion to a regular assignment does not cause the part-time faculty member's assignment to exceed 67 percent of a full-time load, the remainder of the assignment will be converted to a regular assignment.

1.4.2 Where conversion to a regular assignment would cause the part-time faculty member's assignment to exceed 67 percent of a full-time load, the Department Chair will offer the part-time faculty member the option to be categorized as a Short-Term Temporary per section C.2 and compensated as provided for in section C.2.2. If the part-time faculty member does not opt to be categorized as a Short-Term Temporary, the remainder of the Day-to-Day Substitute assignment must be assigned to a different substitute.

2. **Short-Term Temporary.** When a vacancy of less than one full semester occurs that is not filled as a Day-to-Day Substitute assignment, a part-time faculty member may be assigned in excess of 67 percent of a full-time load as a Short-Term Temporary, in accord with section D below.

2.1 The duration of a Short-Term Temporary assignment is an assignment for less than one full semester. Part-time faculty are limited to exceeding 67 percent of a full time load to no more than

two semesters in any six-semester consecutive period (with the exception of clinical nursing faculty, per Education Code sections 87482(b) and (c)(1)).

2.2 When a Short-Term Temporary assignment causes the faculty member's load to exceed 67 percent of a full-time load, the faculty member will be paid 100 percent pro rata pay at his/her current column and step (Exhibit C through C-8, as appropriate) for his/her entire load for the duration of the Short-Term Temporary assignment.

3. **Long-Term Temporary.** When a vacancy of one full semester or longer cannot be filled through LTS because the need is not known sufficiently in advance, a part-time faculty member may be assigned in excess of 67 percent of a full-time load as a Long-Term Temporary, in accord with section D below.

3.1 The duration of a Long-Term Temporary assignment is for at least one full semester, and is limited to one full academic year. Subsequent need to fill the vacancy must be filled through the LTS or full-time hiring process. Part-time faculty are limited to service of no more than two semesters in any six-semester consecutive period (with the exception of clinical nursing faculty, per Education Code sections 87482(b) and (c)(1)).

3.2 When a Long-Term Temporary assignment causes the faculty member's load to exceed 67 percent of a full-time load, the faculty member will be paid at the 100 percent pro rata pay rate for his/her entire load.

4. **Long-Term Substitute (LTS).** LTS is used to fill vacancies of full-time faculty who are on planned leaves of absence known well in advance (e.g., sabbatical leave).

4.1 The duration of an LTS assignment is for one full semester or one full academic year. Part-time faculty are limited to service of no more than two semesters in any six-semester consecutive period (with the exception of clinical nursing faculty, per Education Code sections 87482(b) and (c)(1)).

4.2 LTS is placed on the full-time faculty salary schedule (Exhibit B) and paid according to his/her column and step placement. See Section E below for other applicable provisions.

D. Expedited Upgrading Procedure

1. When Short-Term Temporary or Long-Term Temporary vacancies arise, Department Chairs may first seek to cover these vacancies by assignment to

a current part-time faculty member of additional hours up to 67 percent of a full time load (in accordance with Article 12.A(1)), or by overload assignment.

2. Short-Term Temporary or Long-Term Temporary vacancies may also be filled through an expedited procedure to upgrade current part-time faculty above 67 percent of a full-time load.

2.1 The Department Chair may seek approval from the appropriate Vice Chancellor to utilize the expedited upgrading procedure for available unassigned hours that qualify for Short-Term Temporary or Long-Term Temporary status.

2.1.1 This expedited upgrading procedure will not be used for vacancies for which LTS was available, or for which LTS was requested but denied by the FPAC or the PBC.

2.2 Upon approval by the appropriate Vice Chancellor, Human Resources will distribute a notice for the temporary upgrade opportunity by posting the announcement electronically college-wide and within the department to current part-timers; a copy will also be provided to AFT. The announcement will include the days, hours, and course name or type of service (if non-instructional) of the assignment, any special job-related skills required for the assignment, the minimum requirements, the length of assignment, and an outline of the expediting hiring procedure.

2.3 Departments will contact part-time faculty who express interest in temporary upgrade either via their last preference form or in response to the announcement.

2.3.1 For the purpose of expressing interest in these vacancies, Short-Term Temporary and Long-Term Temporary vacancies will be collectively referred to as “temporary upgrades.” Part-time faculty may express interest in temporary upgrades either via assignment preference forms, or in response to an announcement for a Short-Term Temporary or Long-Term Temporary vacancy.

2.4 The Department Chair will convene a screening session with two other faculty to identify part-timers who (1) meet the minimum qualifications for the assignment, (2) possess the special job-related skills designated in the announcement, and (3) are available during the days/hours needed for the assignment(s).

2.4.1 Assignments shall be made considering qualifications, affirmative action (See Article 4), seniority, job performance, special job-related skills and the needs of the District.

2.4.2 Among part-time faculty who meet the conditions and whose qualifications are relatively equal, seniority shall be considered as a factor in determining to whom the Chair will offer the assignment(s).

2.5 In no case shall assignments be offered under this process to a particular part-time faculty member for more than two semesters in any six-semester consecutive period.

3. Acceptance of a Short-Term Temporary or Long-Term Temporary assignment may limit a faculty member from accepting an LTS assignment because of the limitation that these assignments cannot exceed two semesters in any six-semester consecutive period.

4. AFT will not pursue tenure claims on behalf of employees who accept a Short-Term Temporary or Long-Term Temporary assignment in accord with, and solely as a result of this expedited upgrading process.

E. The following terms and conditions of the AFT/District Agreement shall be applicable to District-funded Long-Term Substitute positions:

Article 1	Duration, Bargaining Unit, Reopeners
Article 2	Effect of Agreement
Article 3	Past Practices
Article 4	Separability and Savings
Article 5	Non-discrimination
Article 6	Management Rights
Article 7	Union Rights - all provisions that are applicable with the following qualifications: The provisions of Section 7.H.2 - Negotiations - shall apply only to a Full-time Temporary Employee who was a unit member prior to the current assignment.
Article 8	Academic Freedom, Duties, and Responsibilities
Article 9.G	Evaluation - Consistent with Article 9, Section G, Full-time Temporary Employees (LTS) may be provided, upon request, a peer or peer-management evaluation as provided for regular employees except that the provisions of Section 9.E shall apply. Consistent with Article 9, Section G, Full-time Temporary Employee's (LTS) evaluation may take place when desired and/or scheduled by management. Except as provided in Section 9.B, no more than one official evaluation may take place in any one year.
Article 11	Personnel Files - Where a personnel file is maintained for a Full-time Temporary Employee, the provisions of Article 11 shall apply.

Article 12	Should a Full-time Temporary/Long Term Substitute apply or wish to apply for another District position while in the Full-time Temporary/Long Term Substitute status, he/she shall be considered as part-time for purposes of Upgrading, Article 12.
Article 16	Work Environment
Article 17	Leaves - IN THE FOLLOWING PROVISIONS ONLY:
17.A.1	Definition, Salary
17.A.6.2	Notification - of approval/denial
17.A.6.3	Notification - Short-term leaves
17.B.1	Unpaid Leave (up to 20 days)
17.C.1.1	Sick Leave
17.C.2	Earned Sick Leave
17.C.2	Loss of Sick Leave
17.C.3	Sick Leave - Full-time unit member credit for sick leave of absence need not be accrued prior to taking sick leave , and such leave may be taken at any time during the school year, not to exceed the balance of the member's sick leave entitlement through June 30 of that fiscal year.
17.C.6.-6.1	Verification of sick Leave
17.C.7	Quarantine
17.C.8	Sick Leave accruals
17.F	Personal Emergency/Necessity Leave
17.G	Pregnancy Disability Leave (PDL (not to exceed the end of the current semester)
17.I	Industrial Accident - (not to exceed the end of the current semester)
17.J	Bereavement Leave
17.K	Jury Duty/Witness Leave - (not to exceed the end of the current semester)
17.M	Professional Growth
17.P	Military Service Leave - (not to exceed the end of the current semester)
Article 18	Load and Class Size
Article 19	Calendar
Article 20	Salary - IN THE FOLLOWING PROVISIONS ONLY:
20.A	Compensation
20.A.5	Overload Assignments – Payment
20.B	Placement
20.E	Personal Automobile - Reimbursement
Article 21	Fringe Benefits
Article 22	Grievance Procedure

F. The following terms and conditions of the AFT/District Agreement shall be applicable to Day-to-Day Substitute assignments:

Article 1	Duration, Bargaining Unit, Reopeners
Article 2	Effect of Agreement
Article 3	Past Practices
Article 4	Separability and Savings
Article 5	Non-Discrimination
Article 6	Management Rights
Article 7	Union Rights (Excluding I.1 Union Leave)
Article 16	Work Environment
Article 19	Calendar
Article 20.A	Exhibit C-8 Only
Article 22	Grievance Procedure

A. All provisions of the negotiated Agreement by and between the San Francisco Community College District and the American Federation of Teachers, Local 2121, shall be applicable to Summer Session unit employees except the following:

EXCLUSIONS:

Article 7	IN THE FOLLOWING PROVISIONS ONLY:
7.H.1	Contract Administration Released Time
7.I	Union Leave
Article 9	Evaluation
Article 12	Upgrading
Article 13	Assignment/Scheduling
Article 14	Transfer
Article 17	Leaves - IN THE FOLLOWING PROVISIONS ONLY:
17.A.6.1	Notification
17.A.6.2	Notification
17.A.8	Return from Leave
17.B.1-17.B.2	Unpaid Leave
17.C.1.1-17.C.1.1.1	Sick Leave Accrual
17.C.1.2-17.C.1.2.1	Sick Leave Accrual
17.C.1.3	Sick Leave Accrual
17.C.1.5	Unpaid Leaves - Sick Leave
17.C.1.6	Paid Leave - Sick Leave
17.C.2	Unused Sick Leave
17.C.2	Unused Sick Leave - Part-Time
17.C.3	Accrual of Sick Leave - Full-Time
17.D	Partially Paid Sick Leave
17.I	Industrial Accident/Illness
17.K and all subsections	Jury Duty/Witness
17.R and all subsections	Legislative Leave
17.S and all subsections	Post-Retirement Consultancy Contracts
17.O and all subsections	Reduced Workloads
17.L and all subsections	Sabbatical Leave
17.Q and all subsections	Exchange Leave
17.N	Partial Load Leave
Article 18	Load and Class Size
Article 19	Calendar
Article 20 and all subsections	Salaries EXCEPT THE FOLLOWING:

20.B.1	Initial Placement
20.G	Extra Assignments
Article 21 and all subsections	Fringe Benefits EXCEPT THE FOLLOWING:
21.B.2	Part-Time Dental Benefits
21.B.1.1.1 21.B.1.1.2	Part-Time Medical Coverage - Summer
Article 25	Categorical Employees
25.A.2	Categorical Workload
25.C	Categorical Terms/Conditions
25.C.7.G	Parking Permits
25.C.7.H.1	Contract Administration Released Time
25.C.7.I	Union Leave
25.C.17	Leaves
25.C.17.K	Jury Duty/Witness - See C. below
25.D	Full-Time Tenured - Track Rights
25.E	Evaluation
25.F.1	Sick Leave 10 days in advance
25.F.1.1	Sick Leave Accumulation
25.F.1.2	Sick Leave Accumulation
25.F.1.3	Sick Leave Accumulation
25.G	Upgrading
25.G	Salaries

For salary, categorical employees shall be covered by all provisions of Article 20 EXCEPT THE FOLLOWING:

Article 20.B	Initial Placement
20.G	Extra Assignments

For fringe benefits, categorical employees shall be covered by all provisions of Article 21 EXCEPT THE FOLLOWING:

Article 21.B.2	Part-Time Dental Benefits
21.B.1.1.1- 21.B.1.1.2	Part-Time Medical Coverage - Summer

B. The "Summer Session" is not a "semester," and is not a part of the "academic year," "school year" or "academic calendar" as used within the negotiated Agreement for any purpose of calculation, application or definition.

C. Jury Duty/Witness Leave – A member serving on jury duty, or one regularly called for jury duty or as a witness during the Summer Session(s) shall be granted a leave of absence without loss of pay for no more than four (4) regularly assigned work days. Any further jury or witness leave of absence during Summer Session shall be without pay. Summer Session announcements and/or applications, as applicable, shall cite this provision.

D. Sick leave may not be accumulated during Summer Session, but sick leave accumulated during regular Academic Year and not used, may be utilized during Summer Session.

ARTICLE 28 (DAY-TO-DAY SUBSTITUTES) DELETED – INCORPORATED INTO ARTICLE 26.F

A. Applicable Provisions

The following terms and conditions of the Agreement are applicable to faculty retired from the District who are subsequently re-employed as temporary, part-time faculty:

Article 1	Duration, Bargaining Unit, Reopeners
Article 2	Effect of Agreement
Article 3	Past Practices
Article 4	Separability and Savings
Article 5	Non-Discrimination
Article 6	Management Rights
Article 7	Union Rights (Excluding 7.I - Union Leave)
Article 8	Academic Freedom, Duties, and Responsibilities
Article 9.E	Only at the sole discretion of management, where such an evaluation is deemed in the best interests of the District and its educational programs.
Article 10	Disciplinary Action
Article 11	Personnel Files
Article 15	Resignation
Article 16	Work Environment
Article 17.C.1.2 - 17.C.1.2.2.1	Sick Leave Accrual
Article 18	Load and Class Size
Article 19	Calendar
Article 20.A	Exhibit C - C-8, as appropriate
Article 22	Grievance Procedure

B. Access to District E-mail and Individual Web Sites for Retired Faculty

For the life of this Agreement, faculty who retire may continue to use their District e-mail accounts subject to the conditions and limitations applicable to active employees. The District acknowledges the potential value of retired faculty members' ongoing involvement in the District educational process, including non-commercial contributions to the District intranet and District web site. Faculty who wish to maintain their individual City College-supported web sites can request to continue their access by application to their dean subject to approval of the appropriate vice chancellor.

A. Purpose and Scope

The understandings regarding Intellectual Property that are set forth in this Article are intended to:

- encourage faculty to engage in the production of scholarly works, creative publications, and technology-based materials, including works utilized in distance education;
- promote the right of faculty members to benefit from their scholarly work; and
- avoid copyright disputes by facilitating advance agreement between faculty members and the District regarding the ownership and use of such works.

B. Copyright Definitions

1. Commissioned/Institutional Works are defined and directed by the District for a specific District purpose. Faculty members' contributions to such work are outside their normal duties, and are specified in advance by written agreement (Exhibits N & O).

2. Derivative Work is a work based upon one or more preexisting works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adopted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work."

3. Good Standing, for purposes of this agreement only, means the faculty member's performance is satisfactory or above in connection with the on-line course(s) he or she is teaching. In the absence of an evaluation, good standing shall be presumed unless the District has documented the deficiency and followed the process set forth in Article 11.C.4 through 11.C.6. Mere unsatisfactory performance in teaching an online course does not constitute an independent basis for discipline but may preclude the faculty member from further assignment to an online course. When the faculty member's deficiency is solely related to the unique nature of on-line teaching, the District shall not rely on such documentation in connection with future discipline.

4. Intellectual Property means any work that is eligible for copyright protection including (but not limited to) literary works, books, articles, dramatic and musical compositions, poetry, instructional materials (e.g., syllabi, lectures, student exercises, multimedia programs, and tests), analysis (e.g., scientific, logical, opinion or criticism), works of art and design, including pictorial, graphic and sculptural works, photographs, films, video and audio recordings, computer based programs and media (e.g., software or

computed code of their representation in forms such as CD-ROM, video disk, compressed video, web-based material and the like), original "maskworks" (i.e., original images derived from semi-conductor chip products), architectural and engineering drawings and choreography.

5. Joint Work is a work prepared by two or more authors with the intention that their contributions be merged into inseparable or interdependent parts of a unitary whole

6. License is contract in which a copyright owner grants to another permission to exercise one or more of the rights under the copyright.

7. Personal Work is intellectual property that is prepared outside the course and scope of District employment without the use of District resources.

8. Royalty is a payment made to an owner of a copyright for the privilege of practicing a right under the copyright.

9. Scholarly/Aesthetic Work is "Intellectual Property" originated by a faculty member resulting from independent academic effort. Such works include faculty prepared textbooks, lecture notes, syllabi, journal articles, reviews, and other course materials such as outlines, workbooks, presentations, and laboratory manuals, as well as literary, musical and artistic works, and periodicals or other serial publications.

10. Substantial Support means financial support over and above the cost of the faculty member's normal compensation, office space, office computer, local telephone use, minimal office supplies and copy services. Substantial support includes extra compensation or the assignment of reassigned time to create the work, the cost of providing secretarial, technical, legal or creative services specifically for the creation of work, as well as the cost or value of the use of District equipment or facilities. Neither District-sponsored training nor compensation to a faculty member while on sabbatical, standing alone, constitutes substantial support.

C. Copyright Ownership

1. Scholarly/Aesthetic Works are the property of the faculty member and the copyright is owned by the faculty member.

2. Commissioned/Institutional Works – unless otherwise stipulated in the agreement, ownership will rest with the District if the elements of this definition are substantially present.

3. Personal Work – ownership of copyrights to personal works shall reside with the faculty member.

4. Faculty Efforts Supported by District – Where the faculty work(s) as defined in Section B involve(s) substantial support of District resources (as defined in Section B.10), the faculty member and the District will negotiate a separate agreement as outlined in Exhibit N. As provided in Section D, AFT will be a party to the negotiations. In addition, one of the following applies:

   4.1 The faculty member shall retain the right to copyright the material, but shall reimburse the District for the reasonably assessed cost of the substantial support.

   4.2 The District and the faculty member may agree to share the right to copyright materials. This will be accomplished through a separate contract at the time the project is initiated. As provided in Section D, AFT will be a party to the negotiations.

   4.3 The District may seek the right to market the work(s) created by the faculty member. The terms of the license to market the work(s) shall be agreed upon by the faculty member and the District. As provided in Section D, AFT will be a party to the negotiations.

   4.4 Before a faculty member makes substantial use of District facilities, equipment and resources to create a work, he/she shall seek approval from his/her Department Chair or Dean and the appropriate Vice Chancellor. If the request is approved, the Vice Chancellor and faculty member shall enter into a signed agreement specifying the degree to which District facilities, equipment and resources will be permitted to be used, as well as disposition, including use, of copyrighted works. As provided in Section D, AFT will be a party to the negotiations.

5. Creation of Intellectual Property During Paid Sabbatical

   5.1 Creation of intellectual property during a paid sabbatical leave is the property of the faculty member and the copyright to the work(s) is owned by the faculty member, except as stated in Section C.4.

   5.2 Where the District has provided to the faculty member substantial support as defined in Section B.10 above in the creation of work(s) included in the faculty member's approved sabbatical proposal, issues of approval for the use of District resources, ownership, and copyright of the created work(s) shall be governed by Section C.4.

6. Joint Work – Rights between joint owners of a copyright shall be determined pursuant to copyright law.

7. Grant-funded Work – Ownership and use of works stemming from grant-funded projects shall be subject to and determined by the terms of the grant. This provision shall not be deemed to create a beneficial interest for any Grantor.

8. District License for Use of Copyrighted Materials – In cases where the faculty member retains ownership of a work produced during the faculty member's employment, with the exception of Personal Work as defined in section B.7, the faculty member and the District may agree upon terms for a license permitting the District's use of such work for internal instructional, educational and administrative purposes. Under normal circumstances, the license shall be non-exclusive and royalty-free. In the event of a dispute under this section, the Union, faculty member and Chancellor shall meet in an effort to collegially resolve the dispute.

D. AFT's Role in Intellectual Property Rights Negotiations between the District and Individual Faculty Members

In negotiations pursuant to this Article between the District and a faculty member over the terms of a written agreement covering matters within the scope of representation (Government Code Section 3543.2), AFT will be a party to the negotiations. Before initiating any negotiations with any faculty member over a written agreement pursuant to this Article, the District shall notify AFT.

E. Copyright Registration

Responsibility for official registration of copyright will lie with the owner of the copyright. Where the District and faculty member(s) share ownership, the District will be responsible for filing for both parties for registration of copyright.

F. Royalties and Distribution Rights

Unless mutual agreement is made to the contrary, the ownership of copyright determines royalty distribution as follows:

1. When faculty has full copyright ownership, they retain full royalty distribution rights.

2. When the District has full copyright ownership, it retains full royalty distribution rights.

3. If the District and the faculty member(s) share copyright ownership, all royalties or profits will be distributed to reimburse copyright owners for documented expenses related to the creation and production of the materials. Any remaining royalties or profits will be distributed equally among the owners or according to a different percentage under the terms of a separate agreement.

G. Distance Education

1. Distance Education is defined as instruction, education or training where the instructor and the student are separated geographically. Communication between the student and instructor is made through one or more technological devices such as live or recorded visual presentations and materials using direct signal or cable, transmission by telephone line, fiber-optic line, video tape, CD-ROM, computer or internet technology, or email. "Course" as used in this Article refers to any class offered by the District.

2. Compensation, including extra pay or release time for work performed by faculty members who develop Distance Education courses, shall be negotiated by the Union and the District. In each case in which the faculty member develops a Distance Education course, an agreement regarding this compensation and the work to be performed will be executed by the faculty member, the District and AFT (see Exhibit O).

3. The faculty member retains ownership of and the right to copyright course materials of Distance Education courses, except for ownership of the courseware shell.

4. Right of First Refusal and License

4.1 The faculty member who creates a distance education course, whether a new distance education course or an existing course converted to a distance education course, shall maintain the right of first refusal to teach the course for four (4) semesters, provided that (a) there is adequate enrollment to offer the course, and (b) the faculty member remains in good standing, as defined above. Faculty members meeting these conditions are referred to as "such originating faculty members."

4.1.1 If such originating faculty members decide not to continue to teach the course, the terms of G.4.2 apply.

4.1.2 If the District wishes to reassign the course and provide the course materials of such originating faculty members to another faculty member over the originating faculty members' objection, the District shall consult with the originating faculty members and Union before determining a final course of action, with review by the Chancellor in the event of continued disagreement. The District, Union and originating faculty members shall agree, prior to reassignment of the course, to the amount to be paid the originating faculty member for a license fee and shall also agree to the duration of the license.

4.1.3. If the faculty member does not remain in good standing with adequate enrollment for the entire four semesters, the terms of G.4.2 apply.

4.2 After the initial period defined in G.4.1, the District shall retain a non-exclusive, non-transferable license to use such course for internal instructional, educational and administrative purposes without compensation for a period of four (4) semesters additional to any semesters in which the course was already taught by the originating faculty member. This license shall not include the right to create derivative works absent the written consent of the originating faculty member.

5. If the district seeks to assign one or more other faculty member(s) one or more additional section(s) of an online course using the materials from an online course currently taught by a unit member:

5.1 the decision shall be subject to agreement with the Union and originating faculty member;

5.2 the load factor for the additional section(s) shall be the same as provided for the original section; and

5.3 the parties will reach a written agreement over an appropriate license fee and duration of use.

6. Distance education course curriculum shall be developed pursuant to established curriculum policies and procedures.

7. Teaching of distance education courses shall be on a voluntary basis.

8. The decision of whether and when to offer distance education courses shall remain the exclusive prerogative of the District, except as limited by the specific terms of this Section G. Assignment and scheduling of faculty who volunteer for such courses shall be in accordance with Article 13 of this Agreement and this Section G.

9. If the creating faculty member is not going to continue teaching a distance education course, the assignment decision in respect to volunteers shall be made in accordance with Article 13.

10. Faculty selected to teach a distance education course must participate in District-sponsored training as required and agree to follow the guidelines and requirements of the Office of Technology-Mediated Instruction.

11. Existing class size limits for conventional courses shall apply to their on-line versions. Telecourse limits are as set forth in Article 18.A.3.

Side Letter Between SFCCD and AFT Local 2121 (2005 - 2007 Agreement)

The parties agree:

1. The attached draft Policy Proposal for Electronic Communications and Information Technology will be referred to the Information Technology Policy Committee (ITPC) in Spring 2005. The parties anticipate that the ITPC will complete its process and make recommendations about the Policy by Fall 2005. Thereafter, the recommended Policy will be reviewed by the Administration, AFT and other employee organizations; employee organizations will have an opportunity to review and provide input regarding the penultimate version of the Policy; and the District and employee organizations will work together in good faith toward finalization of the Policy.

2. After the Policy is finalized, the District and AFT will meet and negotiate in respect to the specific provisions of the Agreement that are affected by the Policy, as specified in the Successor Agreement.

Dated:_____ Dated: _____

_____ _____

for the District for AFT

D R A F T
Policy Proposal for Electronic Communications & Information Technology
Feb 14, 2005

It is the District's policy that the rights of academic freedom and freedom of expression apply to the use of District computing resources. The District supports a campus and computing environment open to the free expression of ideas, including unpopular points of view. The District recognizes the privacy interests of faculty and their rights of academic freedom, freedom of expression, and participatory governance. Accordingly, the District does not and shall not monitor individual usage of its computing resources, including e-mail accounts, internet usage or data created by individuals, except as provided herein.

The use of District computing resources, like the use of other District resources, is subject to legal requirements, to standards of ethical behavior as defined and refined through the ongoing shared governance process, and usage policies. Both the nature of electronic communication and the public character of District business make electronic communication inherently less private than many users anticipate. Even the most perfect computer network is not immune from hacking or efforts to compromise the integrity and security of the system. Hence, although the District strives to develop and implement safeguards to protect system integrity and security, it cannot guarantee privacy or confidentiality of data. In addition, the normal operation and maintenance of the District's computing resources require backup and caching of data and communications, logging of activity, monitoring of general usage patterns and aggregated usage data, and other such activities that are necessary to provide network services that are relatively secure.

Under **special** circumstances, the District may monitor the activity and accounts of users of District computing resources, including login sessions and the content of individual communications, with or without notice, when:

1. required by law
2. necessary to protect the integrity, security, or functionality of District or other computing resources
3. necessary or to protect the District from criminal or civil liability
4. there is sufficient and reasonable cause to believe that (a) the user has violated or is violating this policy or other District policies/procedures, including the District's policy and procedure against discrimination/harassment/retaliation or other violations of law, or (b) the use of such computing resources may reflect cause for discipline.

Except in the event of such special circumstances as documented by the Chancellor or Vice Chancellor (such as imminent system crashes, excessive network bandwidth usage, internal or external denial-of-service attacks), any monitoring or examination of individual accounts, usage, content or hardware shall not occur unless it has been approved in advance by the appropriate Vice Chancellor, with notification to the affected employee(s) unless the Vice Chancellor concludes that good cause exists to refrain from immediately notifying the employee. Good cause may exist, e.g., in the event of an ongoing investigation into misconduct; when the District has a reasonable basis to believe that disclosure could result in destruction of evidence or retaliation against other persons; or when employees are not readily available to receive notice. A joint labor-management work group augmented with representation by the Chairperson of the

ITPC or his/her designee shall serve as a resource in defining appropriate standards and procedures regarding "special circumstances" and "good cause" based on case-by-case assessment and discussion after the fact, with appropriate confidentiality afforded to the identity of the employee(s) involved.

The results of general or individual monitoring specifically authorized by this Policy may be disclosed, after review and approval by the Chancellor or Vice Chancellor,

(a) as appropriate if requested by law enforcement agencies;

(b) in disciplinary proceedings or, as relevant, in litigation; and/or

(c) as otherwise required by law.

It should be understood by all District employees and users of District computer resources that communications may be subject to the California Public Records Act, Government Code § 6250, to the same extent as they would be if made on paper.

Limitations on Use

Computing resources are provided for professional and business use and not for personal, financial or other gain. Reasonable personal use of District computing resources for other purposes is permitted when it does not consume a significant amount of those resources, does not interfere with the performance of the user's job or other District responsibilities, and is otherwise in compliance with this policy.

Side Letter Between SFCCD and AFT Local 2121
(2005-2008 Agreement)

Education Code section 87482.8 provides:

> Whenever possible:
>
> (a) Part-time faculty should be informed of assignments at least six weeks in advance.
>
> (b) Part-time faculty should be paid for the first week of an assignment when class is cancelled less than two weeks before the beginning of a semester. If a class meets more than once per week, part-time faculty should be paid for all classes that were scheduled for that week.
>
> (c) The names of part-time faculty should be listed in the schedule of classes rather than just described as "staff."
>
> (d) Part-time faculty should be considered to be an integral part of their departments and given all the rights normally afforded to full-time faculty in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, copy machines, supplies, office space, mail boxes, clerical staff, library, and professional development.

In signing this language, the Governor stated that this provision stated legislative *intent*, that "implementation of the intent language of AB 654 will be costly and may adversely affect other aspects of community college programs, particularly in these times of funding shortages," and that "the intent language of AB 654 should not be implemented until there are adequate fiscal resources available."

During reopener negotiations in Spring 2005, the parties shall discuss and negotiate over this provision, existing practice, the other provisions of the Collective Bargaining Agreement, and costs and funding prospects, including possible allocation of formula revenue for the cost of such matters.

Dated: _____ Dated: _____

_____ _____

For the District For AFT

Side Agreement Between the San Francisco Community College District
and the American Federation of Teachers Local 2121

SALARY OVERPAYMENT PROCEDURE
DECEASED FACULTY

A. Background

On September 17, 2007, representatives of the Union and the District reached agreement on a Standard Operating Procedure (SOP) regarding Salary Overpayments made to faculty. The SOP contemplates full recovery of salary overpayments because to not do so could be considered a gift of public funds. Subsequently, the parties expressed a mutual interest in not pursuing recovery of salary overpayments resulting from the District's practice of pre-paying faculty for their services in a given academic year if a faculty member should die after having received advance payment by the District. Accordingly, this side agreement addresses the limited circumstance of how the District will treat salary overpayments involving deceased faculty members.

B. Terms

Effective Fall 2008, the District shall not seek recovery of any monies paid as base salary to a faculty member if she or he should die after having received advance payment by the District for services he or she would have performed within a defined academic year.

The District shall maintain a record of all deceased faculty who have had salary overpayments under the conditions described herein and the amount of those overpayments. The record shall be shared, upon request, with the Union leadership, the Chancellor's designee(s) and the Board of Trustees. Nothing precludes the parties from revisiting this side agreement in subsequent negotiations.

A copy of this side agreement shall be distributed to relevant administrators and support staff to insure that the terms of this side agreement are adhered to as intended by the parties.

For the District	For the Union
_____	_____
Date:_____	Date:_____

Side Letter Between SFCCD and AFT Local 2121

(Regarding Article 12)

Background

Article 12 of the CBA between the District and the Union provides certain rights and procedures regarding upgrading of part-time instructors to full-time jobs. Those rights and procedures include provisions whereby the Union may grieve and arbitrate over disputes regarding the District's administration of Article 12.

Union review of upgrading decisions by the District necessarily requires review of highly confidential information relating to faculty screening/interviewing committees. In Article 12, the Union pledged to uphold and protect the confidentiality of committee processes and procedures in conjunction with its review of such processes and procedures. The Union's agreement includes the pledge not to disclose information regarding candidates to any other person except as is essential for the Union to evaluate the grievance.

The parties' practice under Article 12 has enabled the Union to review, in the Employee Relations Office, specified confidential data relating to faculty screening/interviewing processes, provided that the Union does not photocopy or remove data from District files or the Employee Relations Office. The Union has abided by its confidentiality agreement.

Interest of the Parties

The confidential review process would be facilitated by a modification allowing the Union to photocopy interview questions and paper-screening criteria, because such information is both critical for review yet time-consuming to review, copy by hand and digest in the Employee Relations Office.

Resolution

1. The Union may photocopy and remove to its office interview questions and paper-screening criteria only, subject to the same confidentiality restrictions set forth in Article 12.
2. The Union will make its utmost effort to protect confidentiality of all such documents and of the other documents it reviews in the Article 12 review process.
3. This agreement makes no other change in the Article 12 review process.
4. In the event of a perceived violation(s) of confidentiality, the District will consult with the Union and identify means for redress. In the event of a dispute, the Union and the Director of Employee Relations will meet with the Chancellor in an effort to resolve the matter.

Side Letter Regarding Article 17.B, Unpaid Leave, Section 2, Part-time Unit Members
June 4, 2009

BACKGROUND

On June 4, 2009, the parties reached a tentative agreement regarding a successor collective bargaining agreement for a three year period commencing on the date of ratification, currently anticipated to be in early Fall 2009, through June 30, 2012. The tentative agreement includes a new provision allowing part-time faculty to apply for unpaid leaves under specified conditions. The parties wish to allow part-time faculty who want to avail themselves of this new leave opportunity to be able to do so as early as Fall 2009, particularly in view of the course and schedule reductions the College is implementing for 2009-2010.

TERMS

Notwithstanding respective ratification processes to occur in early Fall 2009, the parties agree to implement the new leave provision (Article 17.B.2) for leaves commencing as early as Fall 2009. The parties shall work cooperatively to process any leave requests in an expeditious manner.

For the District	For the Union
_____	_____
Date:_____	Date:_____

Side Agreement Between the San Francisco Community College District
and the American Federation of Teachers Local 2121

TENURE REVIEW COMMITTEES

A. Background

Given multi-year budget deficits and a strong desire to avoid faculty layoffs, the parties have explored various cost saving measures for Academic Year 2010-2011 and beyond. The parties have examined the size of tenure review committees under the current provisions of the Collective Bargaining Agreement. They have determined that it would be in the District's interest to limit the size of tenure review committees where involved departments have significant numbers of new probationary faculty undergoing tenure review or other significant workload issues confronting the departments. Accordingly, this side agreement provides authority for department chairpersons ("immediate supervisors") to select fewer tenured faculty members to serve on tenure review committees within respective departments.

B. Terms

Effective Fall 2010, Article 9, Section 9.D.3.2 is modified as follows:

The Tenure Review Committees shall ordinarily consist of four faculty members and the immediate supervisor of the contract employee. The immediate supervisor is the lowest level non-bargaining unit member who has supervision over the employee. A department of eight tenured faculty members or fewer may choose to use only two faculty members and the immediate supervisor of the contract employee, or it may choose to function as a committee-of-the-whole, provided that the committee-of-the-whole has at least three members, including the supervisor. Departments who have a significant number of faculty under tenure review, or significant other workload beyond tenure review, may opt to have Tenure Review Committees that consist of either two or three faculty members and the immediate supervisor of the contract employee. All faculty members of the Tenure Review Committees must be tenured.

A copy of this side agreement shall be distributed to relevant administrators and support staff to insure that the terms of this side agreement are adhered to as intended by the parties.

For the District	For the Union
_____	_____
Date:_____	Date:_____

STATE DISABILITY INSURANCE SIDE LETTER

April 7, 2011

Side Letter Between SFCCD and AFT Local 2121
(SDI Election for Temporary Faculty)

Background/Interest

After a change in State law, which now allows temporary faculty to be covered by State Disability Insurance (SDI), the District and AFT agreed to assess options to provide disability insurance to temporary faculty.

Resolution

The parties have agreed to jointly conduct an election for temporary faculty to determine whether there is majority support for SDI coverage, which currently requires a 1.2% deduction from pay, to be effective Fall Semester 2011.

The District will provide reasonable support to AFT to facilitate the election process. Temporary faculty who will be eligible to vote will include all current part-time-temporary and full-time-temporary faculty, including part-time-temporary faculty on approved leaves of absence at the time of election. Employees who have retired and are reemployed as temporary faculty will not be eligible to vote.

If a majority of the votes cast in the election support SDI implementation, the District will implement the program effective Fall Semester 2011 for temporary employees.

PART-TIME FACULTY ACCESS TO RETIREE MEDICAL/DENTAL

April 28, 2011

Side Letter Between SFCCD and AFT Local 2121
(Part-Time Faculty Access to Retiree Medical)

Background/Interest

AFT and the District agreed to explore potential options for part-time retirees to access retiree health benefits.

Resolution

A part-time faculty member who is enrolled in a health benefit plan through the Health Service System (HSS) immediately prior to his or her retirement may elect to continue coverage through HSS, in accord with the following:

1. The faculty member must apply for continuation coverage within thirty (30) days of the member's retirement date.

2. The part-time retiree must make all required premium contributions to the District thirty (30) days in advance for the following month's health care coverage. If sufficient funds are available, the part-time retiree may request that all required premium contributions to the HSS be paid through the retiree's pension check.

3. If a part-time retiree has not made the required premium contribution by the applicable due date, the District will apply a fifteen (15) day grace period beyond the applicable due date before notifying HSS that coverage has been terminated.

4. There shall be no District contribution to the required premium contributions.

At the time this side letter goes into effect, part-time retirees who had continued their HSS coverage through COBRA will be deemed eligible to access retiree health coverage as described above.

DAY

INSTRUCTIONAL CALENDAR - 2011-2012 ACADEMIC YEAR
CITY COLLEGE OF SAN FRANCISCO - ALL CAMPUSES

	S M T W T F S	INSTRUCTIONAL DAYS	SIGNIFICANT DATES AND HOLIDAYS
July 2011	~~03 04 05 06 07~~ ~~01 02 08 09~~ ~~10 11 12 13 14 15 16~~ ~~17 18 19 20 21 22 23~~ ~~24 25 26 27 28 29 30~~ ~~31~~	**NONE**	Jul. 4: Independence Day
August 2011	~~01 02 03 04 05 06~~ ~~07 08 09 10 11~~ *(12)* ~~13~~ ~~14~~ *(15, 16)* **17 18 19** ~~20~~ ~~21~~ **22 23 24 25 26** ~~27~~ ~~28~~ **29 30 31**	**11** ***(3)***	*Aug. 12: Flex Day (Independent Study)* *Aug. 15: Flex Day (Independent Study/Voluntary Workshops)* *Aug. 16: Flex Day (Professional Development)* Aug. 17: Fall Semester Day Instruction Begins
September 2011	**01 02** ~~03~~ ~~04 05~~ **06 07 08 09** ~~10~~ ~~11~~ **12 13 14 15 16** ~~17~~ ~~18~~ **19 20 21 22 23** ~~24~~ ~~25~~ **26 27 28 29 30**	**21**	Sep. 5: Labor Day
October 2011	~~01~~ ~~02~~ **03 04 05 06 07** ~~08~~ ~~09 10~~ **11 12 13 14** ~~15~~ ~~16~~ **17 18 19 20 21** ~~22~~ ~~23~~ **24 25 26 27 28** ~~29~~ ~~30~~ **31**	**20**	Oct. 10: Faculty Day (A Faculty Holiday)
November 2011	**01 02 03 04** ~~05~~ ~~06~~ **07 08 09 10** ~~11 12~~ ~~13~~ **14 15 16 17 18** ~~19~~ ~~20~~ **21 22 23** ~~24 25 26~~ ~~27~~ **28 29 30**	**19**	Nov. 11: Veterans Day Nov. 23: Day classes only; no classes beginning after 3:59 p.m.; all classes must end by 5:15 p.m. Nov. 24-27: Thanksgiving Vacation
December 2011	**01 02** ~~03~~ ~~04~~ **05 06 07 08 09** ~~10~~ ~~11~~ **12 13 14 15 16** ~~17~~ ~~18~~ **19 20** ~~21 22 23 24~~ ~~25 26 27 28 29 30 31~~	**14**	Dec. 20: Fall Semester Day Instruction Ends Dec. 21 – Jan. 11: Mid-Year Recess
January 2012	~~01 02 03 04 05 06 07~~ ~~08 09 10 11~~ *(12, 13)* ~~14~~ ~~15 16~~ **17 18 19 20** ~~21~~ ~~22 23~~ **24 25 26 27** ~~28~~ ~~29~~ **30 31**	**10** ***(2)***	*Jan. 12: Flex Day (Independent Study)* *Jan. 13: Flex Day (Professional Development)* Jan. 16: Dr. Martin Luther King, Jr. Day Jan. 17: Spring Semester Day Instruction Begins Jan. 23: Lunar New Year
February 2012	**01 02 03** ~~04~~ ~~05~~ **06 07 08 09 10** ~~11~~ ~~12~~ **13 14 15 16** ~~17 18~~ ~~19 20~~ **21 22 23 24** ~~25~~ ~~26~~ **27 28 29**	**19**	Feb. 17: Lincoln Day Feb. 20: Washington Day
March 2012	**01 02** ~~03~~ ~~04~~ **05 06 07 08 09** ~~10~~ ~~11~~ **12 13 14 15 16** ~~17~~ ~~18~~ **19 20 21 22** ~~23 24~~ ~~25 26 27 28 29 30 31~~	**16**	Mar. 23-30: Spring Vacation/Cesar Chavez Day Observed
April 2012	~~01~~ **02 03 04 05 06** ~~07~~ ~~08~~ **09 10 11 12 13** ~~14~~ ~~15~~ **16 17 18 19 20** ~~21~~ ~~22~~ **23 24 25 26** *(27)* ~~28~~ ~~29~~ **30**	**20** ***(1)***	*Apr. 27: Flex Day (Independent Study)*
May 2012	**01 02 03 04** ~~05~~ ~~06~~ **07 08 09 10 11** ~~12~~ ~~13~~ **14 15 16 17 18** ~~19~~ ~~20~~ **21 22 23 24 25** ~~26~~ ~~27 28 29 30 31~~	**19**	May 25: Spring Semester Day Instruction Ends May 28: Memorial Day
June 2012	~~01 02 03 04 05 06 07 08 09~~ ~~10 11 12 13 14 15 16~~ ~~17 18 19 20 21 22 23~~ ~~24 25 26 27 28 29 30~~	**NONE**	

FALL SEMESTER		SPRING SEMESTER	
TOTAL MONDAY CLASSES:	16 + *(1)*	TOTAL MONDAY CLASSES:	15
TOTAL TUESDAY CLASSES:	18 + *(1)*	TOTAL TUESDAY CLASSES:	18
TOTAL WEDNESDAY CLASSES:	18	TOTAL WEDNESDAY CLASSES:	18
TOTAL THURSDAY CLASSES:	17	TOTAL THURSDAY CLASSES:	18 + *(1)*
TOTAL FRIDAY CLASSES:	16 + *(1)*	TOTAL FRIDAY CLASSES:	15 + *(2)*
	85 + *(3)*		84 + *(3)*

***TOTAL: 175** (of which 6 days are Flex)*

CAL 11-12 Day –FINAL [12/13/2010]

EVENING/WEEKEND INSTRUCTIONAL CALENDAR - 2011-2012 ACADEMIC YEAR
CITY COLLEGE OF SAN FRANCISCO - ALL CAMPUSES

	S	M	T	W	T	F	S	INSTRUCTIONAL DAYS	SIGNIFICANT DATES AND HOLIDAYS
July 2011						~~01~~	~~02~~	NONE	Jul. 4: Independence Day
	~~03~~	~~04~~	~~05~~	~~06~~	~~07~~	~~08~~	~~09~~		
	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~		
	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	~~23~~		
	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~		
	~~31~~								
August 2011		~~01~~	~~02~~	~~03~~	~~04~~	~~05~~	~~06~~	Su - 2	*Aug. 12:* *Flex Day (Independent Study)*
	~~07~~	~~08~~	~~09~~	~~10~~	~~11~~	*(12)*	~~13~~	M - 2 + *(1)*	*Aug. 15:* *Flex Days (Independent Study/Voluntary Workshops)*
	~~14~~	*(15,16)*	17	18	~~19~~	20		T - 2 + *(1)*	*Aug. 16:* *Flex Day (Professional Development)*
	21	22	23	24	25	~~26~~	27	W - 3	Aug. 17: First Wednesday Evening Class
	28	29	30	31				Th - 2	Aug. 18: First Thursday Evening Class
								F - 0 + *(1)*	Aug. 20/21: First Saturday and Sunday Classes
								Sa - 2	Aug. 22: First Mon., Mon./Wed. Evening Class
									Aug. 23: First Tues., Tues./Thurs. Evening Class
September 2011					01	~~02~~	~~03~~	Su - 3	
	~~04~~	~~05~~	06	07	08	~~09~~	10	M - 3	Sep. 3 & 4: No Saturday and Sunday Classes – Labor Day Weekend
	11	12	13	14	15	~~16~~	17	T - 4	Sep. 5: Labor Day
	18	19	20	21	22	~~23~~	24	W - 4	
	25	26	27	28	29	~~30~~		Th - 5	
								Sa - 3	
October 2011							01	Su - 5	
	02	03	04	05	06	~~07~~	08	M - 4	Oct. 10: Faculty Day (A Faculty Holiday)
	09	~~10~~	11	12	13	~~14~~	15	T - 4	
	16	17	18	19	20	~~21~~	22	W - 4	
	23	24	25	26	27	~~28~~	29	Th - 4	
	30	31						Sa - 5	
November 2011			01	02	03	~~04~~	05	Su - 2	Nov. 11: Veterans Day
	06	07	08	09	10	~~11~~	~~12~~	M - 4	Nov. 12/13: No Saturday and Sunday Classes
	~~13~~	14	15	16	17	~~18~~	19	T - 5	Nov. 23: Day classes only; no classes beginning after 3:59 p.m.; all classes must end by 5:15 p.m.
	20	21	22	23	~~24~~	~~25~~	~~26~~	W - 5	
	~~27~~	28	29	30				Th - 3	Nov. 24-27: Thanksgiving Vacation
								Sa - 2	
December 2011					01	~~02~~	03	Su - 3	Dec. 14: Last Wednesday Evening Class and Final Exam
	04	05	06	07	08	~~09~~	10	M - 3	Dec. 15: Last Thursday Evening Class and Final Exam
	11	12	13	14	15	~~16~~	17	T - 3	Dec. 17/18: Last Saturday and Sunday Classes and Final Exams
	18	19	20	~~21~~	~~22~~	~~23~~	~~24~~	W - 2	Dec. 19: Last Monday, Mon/Wed. Evening Class and Final exam
	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	~~31~~	Th - 3	Dec. 20: Last Tuesday, Tues./Thurs. Evening Class and Final Exam
								Sa - 3	Dec.: 21- Jan. 11: Mid-Year Recess
January 2012								Su - 2	*Jan. 12:* *Flex Day (Independent Study)*
	~~01~~	~~02~~	~~03~~	~~04~~	~~05~~	~~06~~	~~07~~	M - 1	*Jan. 13:* *Flex Day (Professional Development)*
	~~08~~	~~09~~	~~10~~	~~11~~	*(12,13)*		~~14~~	T - 3	Jan. 16: Dr. Martin Luther King, Jr. Day
	~~15~~	~~16~~	17	18	19	~~20~~	21	W - 2	Jan. 17: First Tuesday, Tues./Thurs. Evening Class
	22	~~23~~	24	25	26	~~27~~	28	Th - 2 + *(1)*	Jan. 18: First Wednesday, Mon./Wed. Evening Class
	29	30	31					F - 0 + *(1)*	Jan. 19 First Thursday Evening Class
								Sa - 2	Jan. 21/22: First Saturday and Sunday Classes
									Jan. 23: Lunar New Year
									Jan 30: First Monday Evening Class
February 2012				01	02	~~03~~	04	Su - 3	
	05	06	07	08	09	~~10~~	11	M - 3	Feb. 17: Lincoln Day
	12	13	14	15	16	~~17~~	~~18~~	T - 4	Feb. 18: No Saturday Class
	~~19~~	~~20~~	21	22	23	~~24~~	25	W - 5	Feb. 19: No Sunday Class
	26	27	28	29				Th - 4	Feb. 20: Washington Day
								Sa - 3	
March 2012					01	~~02~~	03	Su - 3	
	04	05	06	07	08	~~09~~	10	M - 3	Mar. 23 - 30: Spring Vacation/Cesar Chavez Day
	11	12	13	14	15	~~16~~	17	T - 3	Mar. 31: Instruction Resumes
	18	19	20	21	22	~~23~~	~~24~~	W - 3	
	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~	31	Th - 4	
								Sa - 4	
April 2012	01	02	03	04	05	~~06~~	07	Su- 5	
	08	09	10	11	12	~~13~~	14	M - 5	*Apr. 27:* *Flex Day (Independent Study)*
	15	16	17	18	19	~~20~~	21	T - 4	
	22	23	24	25	26	*(27)*	28	W - 4	
	29	30						Th - 4	
								F - 0 + *(1)*	
								Sa - 4	
May 2012			01	02	03	~~04~~	05	Su - 3	May 19/20: Last Saturday and Sunday Classes and Final Exams
	06	07	08	09	10	~~11~~	12	M - 3	May 21: Last Monday Evening Class and Final Exam
	13	14	15	16	17	~~18~~	19	T - 4	May 22: Last Tuesday Evening Class and Final Exam
	20	21	22	23	24	~~25~~	~~26~~	W - 4	May 23: Last Wed., Mon./Wed. Evening Class and Final Exam
	~~27~~	~~28~~	~~29~~	~~30~~	~~31~~			Th - 4	May 24: Last Thursday, Tues./Thurs. Evening Class and Final Exam
								Sa - 3	
June 2012						~~01~~	~~02~~	NONE	
	~~03~~	~~04~~	~~05~~	~~06~~	~~07~~	~~08~~	~~09~~		
	~~10~~	~~11~~	~~12~~	~~13~~	~~14~~	~~15~~	~~16~~		
	~~17~~	~~18~~	~~19~~	~~20~~	~~21~~	~~22~~	~~23~~		
	~~24~~	~~25~~	~~26~~	~~27~~	~~28~~	~~29~~	~~30~~		

FALL SEMESTER	TOTAL SUNDAY CLASSES:	15	**SPRING SEMESTER**	TOTAL SUNDAY CLASSES:	16
	TOTAL MONDAY CLASSES:	16 + *(1)*		TOTAL MONDAY CLASSES:	15
	TOTAL TUESDAY CLASSES:	18 + *(1)*		TOTAL TUESDAY CLASSES:	18
	TOTAL WEDNESDAY CLASSES:	18		TOTAL WEDNESDAY CLASSES:	18
	TOTAL THURSDAY CLASSES:	17		TOTAL THURSDAY CLASSES:	18 + *(1)*
	TOTAL FRIDAY CLASSES:	*0 + (1)*		TOTAL FRIDAY CLASSES:	*0 + (2)*
	TOTAL SATURDAY CLASSES:	15		TOTAL SATURDAY CLASSES:	16
(CAL 11-12 EVE/WKND-FINAL)		99 + *(3)*	***TOTAL: 206*** *(of which 6 days are Flex)*		101 + *(3)*

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT
CONTRACT & REGULAR FACULTY & FULL-TIME TEMPORARY FACULTY ANNUAL SALARY SCHEDULE
Effective Date 8/01/07
(Retroactive rates in effective for 2006-2007 plus 3.5% across-the-board wage increase effective 8/1/07)

RATINGS→	**E***	**F**	**F plus 15**	**F plus 30**	**F plus 45**	**G**
Disciplines requiring a Masters Degree		MA or Equivalent**	BA plus 45 units with MA	BA plus 60 units with MA	BA plus 75 units with MA	Ph.D. or BA plus 90 units with MA
Disciplines <u>not</u> requiring a Masters Degree	Minimum Qualification: AA plus 6 Years Experience or BA plus 2 Years Experience or Equivalent	Minimum Qualification plus 30 units	Minimum Qualification plus 45 units	Minimum Qualification plus 60 units with BA	Minimum Qualification plus 75 units with BA	Minimum Qualification plus 90 units with BA
STEPS↓						
1	51,494	53,955	55,189	56,420	57,652	58,883
2	53,955	56,420	57,652	58,883	60,112	61,343
3	56,420	58,883	60,112	61,343	62,573	63,807
4	58,883	61,343	62,573	63,807	65,038	66,268
5	61,343	63,807	65,038	66,268	67,501	68,732
6	63,807	66,268	67,501	68,732	69,962	71,194
7	66,268	68,732	69,962	71,194	72,424	73,657
8	68,732	71,194	72,424	73,657	74,888	76,119
9	71,194	73,657	74,888	76,119	77,350	78,581
10	73,657	76,119	77,350	78,581	79,813	81,046
11	76,119	78,581	79,813	81,046	82,277	83,504
12	78,581	81,046	82,277	83,504	84,736	85,971
13	81,046	83,504	84,736	85,971	87,200	88,430
14	83,504	85,971	87,200	88,430	89,659	90,892
15	85,971	88,430	89,659	90,892	92,124	93,354
15.5	87,203	89,659	90,892	92,124	93,354	94,586
16***	88,430	90,892	92,124	93,354	94,586	95,817

* Column A has been eliminated effective Academic Year 1990/91. Columns B, C, and D have been eliminated effective Academic Year **2004-2005.**
** Reference to BA plus 60 has been eliminated effective **Academic Year 2004-2005.** (Ref. Article 20.A.4)
***Step 15.5 becomes a full Step 16, effective Spring semester 2008 and Step 15.5 is eliminated.

86% CREDIT *LABORATORY-PERFORMANCE* INSTRUCTIONAL PRO RATA "MIRROR" SCALE (INTERIM) (.67 SIZE FACTOR) EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
40	Instructor, Hourly	1-4	1	62.16	63.58	65.00	66.41	67.83
		5-8	2	65.00	66.41	67.83	69.25	70.67
		9-12	3	67.83	69.25	70.67	72.08	73.51
		13-16	4	70.67	72.08	73.51	74.92	76.34
		17-20	5	73.51	74.92	76.34	77.76	79.18
		21-24	6	76.34	77.76	79.18	80.60	82.01
		25-28	7	79.18	80.60	82.01	83.43	84.85
		29-32	8	82.01	83.43	84.85	86.27	87.69
		33-36	9	84.85	86.27	87.69	89.11	90.52
		37-40	10	87.69	89.11	90.52	91.94	93.36
		41-44	11	90.52	91.94	93.36	94.78	96.20
		45 & Over	12	93.36	94.78	96.20	97.61	99.04

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 787.5 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

Note: The rates in the above scale do not reflect the preceding Pro Rata Formula. Rather, the rates in the above scale exceed the rates that would be derived by application of the Pro Rata Formula. Therefore, the scale is an interim one. The rates in the above scale represent the retroactive rates in effect for Academic Year 1999-2000 plus an across-the-board increase of 4.62%. Additionally, Steps 10, 11, and 12 were added effective 8/1/01. Employees paid on this interim scale will be paid at the above rates until such future time as the actual pro rata formula rates exceed the rates in the interim scale.

86% CREDIT *LECTURE-LABORATORY* INSTRUCTIONAL PRO RATA "MIRROR" SCALE (.75 SIZE FACTOR) EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
41	Instructor, Hourly	1-4	1	66.29	67.80	69.32	70.83	72.34
		5-8	2	69.32	70.83	72.34	73.85	75.36
		9-12	3	72.34	73.85	75.36	76.88	78.39
		13-16	4	75.36	76.88	78.39	79.90	81.41
		17-20	5	78.39	79.90	81.41	82.93	84.44
		21-24	6	81.41	82.93	84.44	85.95	87.47
		25-28	7	84.44	85.95	87.47	88.98	90.49
		29–32	8	87.47	88.98	90.49	92.01	93.52
		33-36	9	90.49	92.01	93.52	95.03	96.54
		37-40	10	93.52	95.03	96.54	98.06	99.57
		41-44	11	96.54	98.06	99.57	101.08	102.59
		45 & Over	12	99.57	101.08	102.59	104.10	105.62

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2006-2007), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 700 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

86% CREDIT *LECTURE-LABORATORY* INSTRUCTIONAL PRO RATA "MIRROR" SCALE (.85 SIZE FACTOR) SCIENCE-RELATED DISCIPLINES ONLY*--EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
42	Instructor, Hourly	1-4	1	75.11	76.83	78.55	80.26	81.97
		5-8	2	78.55	80.26	81.97	83.68	85.40
		9-12	3	81.97	83.68	85.40	87.11	88.83
		13-16	4	85.40	87.11	88.83	90.54	92.25
		17-20	5	88.83	90.54	92.25	93.97	95.69
		21-24	6	92.25	93.97	95.69	97.40	99.11
		25-28	7	95.69	97.40	99.11	100.82	102.54
		29–32	8	99.11	100.82	102.54	104.26	105.97
		33-36	9	102.54	104.26	105.97	107.68	109.40
		37-40	10	105.97	107.68	109.40	111.11	112.83
		41-44	11	109.40	111.11	112.83	114.54	116.25
		45 & Over	12	112.83	114.54	116.25	117.97	119.68

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 617.75 X .86 = Hourly Rate. (Ref. Article 20.A.1.1.2 and 20.A.5 et seq.)

*Note: The science-related disciplines are defined as Architecture (ARCH, CM, INTR, DSGN), Astronomy (ASTR), Biology (ANAT, BIO, BOT, GEN, M B, PHYS, ZOOL), Chemistry (CHEM), Computer Networking & Information Technology (CNIT), Earth Sciences (GEOG, GEOL, GIS, OCAN, PALE), Engineering (BTEC, CAD, ELEC, ENGN, ET, GIS, WELD), and Physics (PHYC, P SC).

86% CREDIT *LECTURE* INSTRUCTIONAL
PRO RATA "MIRROR" SCALE (1.00 SIZE FACTOR)
EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
51	Instructor, Hourly	1-4	1	88.38	90.40	92.42	94.44	96.46
		5-8	2	92.42	94.44	96.46	98.47	100.49
		9-12	3	96.46	98.47	100.49	102.50	104.52
		13-16	4	100.49	102.50	104.52	106.54	108.55
		17-20	5	104.52	106.54	108.55	110.57	112.59
		21-24	6	108.55	110.57	112.59	114.60	116.62
		25-28	7	112.59	114.50	116.62	118.64	120.66
		29–32	8	116.52	118.64	120.66	122.67	124.69
		33-36	9	120.66	122.67	124.69	126.71	128.72
		37-40	10	124.69	126.71	128.72	130.74	132.76
		41-44	11	128.72	130.74	132.76	134.78	136.79
		45 & Over	12	132.76	134.78	136.79	138.81	140.83

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 525 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

86% CREDIT *COMPOSITION* INSTRUCTIONAL
PRO RATA "MIRROR" SCALE (1.25 SIZE FACTOR)
EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
50	Instructor, Hourly	1-4	1	110.48	113.01	115.53	118.05	120.57
		5-8	2	115.53	118.05	120.57	123.09	125.61
		9-12	3	120.57	123.09	125.61	128.13	130.65
		13-16	4	125.61	128.13	130.65	133.17	135.69
		17-20	5	130.65	133.17	135.69	138.22	140.74
		21-24	6	135.69	138.22	140.74	143.26	145.78
		25-28	7	140.74	143.26	145.78	148.30	150.82
		29-32	8	145.78	148.30	150.82	153.34	155.86
		33-36	9	150.82	153.34	155.86	158.38	160.90
		37-40	10	155.86	158.38	160.90	163.43	165.95
		41-44	11	160.90	163.43	165.95	168.47	170.98
		45 & Over	12	165.95	168.47	170.98	173.51	176.04

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, F+60/Ph.D. ÷ 420 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

86% *NONCREDIT* INSTRUCTIONAL
PRO RATA "MIRROR" SCALE
EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
61	Instructor, Hourly	1-4	1	53.03	54.24	55.45	56.66	57.87
		5-8	2	55.45	56.66	57.87	59.08	60.29
		9-12	3	57.87	59.08	60.29	61.50	62.71
		13-16	4	60.29	61.50	62.71	63.92	65.13
		17-20	5	62.71	63.92	65.13	66.34	67.55
		21-24	6	65.13	66.34	67.55	68.76	69.97
		25-28	7	67.55	68.76	69.97	71.18	72.39
		29-32	8	69.97	71.18	72.39	73.60	74.81
		33-36	9	72.39	73.60	74.81	76.02	77.23
		37-40	10	74.81	76.02	77.23	78.44	79.66
		41-44	11	77.23	78.44	79.66	80.87	82.07
		45 & Over	12	79.66	80.87	82.07	83.28	84.50

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 875 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

100% *COUNSELORS AND LIBRARIANS* PRO RATA "MIRROR" SCALE
EFFECTIVE 8/01/07

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
91	Instructor, Hourly	1-4	1	51.40	52.57	53.74	54.93	56.10
		5-8	2	53.74	54.93	56.10	57.27	58.44
		9-12	3	56.10	57.27	58.44	59.61	60.79
		13-16	4	58.44	59.61	60.79	61.95	63.14
		17-20	5	60.79	61.95	63.14	64.31	65.47
		21-24	6	63.14	64.31	65.47	66.65	67.82
		25-28	7	65.47	66.65	67.82	68.99	70.16
		29-32	8	67.82	68.99	70.16	71.35	72.52
		33-36	9	70.16	71.35	72.52	73.70	74.86
		37-40	10	72.52	73.70	74.86	76.04	77.21
		41-44	11	74.86	76.04	77.21	78.38	79.56
		45 & Over	12	77.21	78.38	79.56	80.72	81.89

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, F+60/Ph.D. ÷ 1050 = Hourly Rate. (Ref. Article 20.A.5 et seq.)

*Counselors and librarians who have substitute counselor or librarian assignments shall be paid at Step 1, Rating F, of this scale for such substitute assignments.

86% CREDIT & NONCREDIT *INSTRUCTIONALLY-RELATED*
PRO RATA "MIRROR" SCALE
EFFECTIVE 01/10/08

TABLE	TITLE	SEMESTERS	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
71	Instructor, Hourly	1-4	1*	37.88	38.74	39.61	40.47	41.34
		5-8	2*	39.61	40.47	41.34	42.20	43.07
		9-12	3	41.34	42.20	43.07	43.93	44.80
		13-16	4	43.07	43.93	44.80	45.66	46.52
		17-20	5	44.80	45.66	46.52	47.39	48.25
		21-24	6	46.52	47.39	48.25	49.12	49.98
		25-28	7	48.25	49.12	49.98	50.84	51.71
		29–32	8	49.98	50.84	51.71	52.57	53.44
		33-36	9	51.71	52.57	53.44	54.30	55.17
		37-40	10	53.44	54.30	55.17	56.03	56.90
		41-44	11	55.17	56.03	56.90	57.76	58.62
		45 & Over	12	56.90	57.76	58.62	59.49	60.36

Pro Rata Formula: Steps 1 through 12 of Exhibit B (2007-2008), Columns F, F+15, F+30, F+45, and F+60/Ph.D. ÷ 1225 X .86 = Hourly Rate. (Ref. Article 20.A.5 et seq. and Article 20.A.6)
*Step 1 is not applicable to faculty whose first date of paid service on this scale was prior to 1/19/99.
Effective Academic Year 1999-2000, Part-time Office Hours will be paid in accord with this scale.

CREDIT *LABORATORY-PERFORMANCE* INSTRUCTIONAL OVERLOAD "MIRROR" SCALE EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
43	Instructor, Hourly	0 – 4	1*	62.16	63.58	65.00	66.41	67.83
		5 – 9	2	65.00	66.41	67.83	69.25	70.67
		10 or More	3	67.83	69.25	70.67	72.08	73.51

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Credit Laboratory-Performance Instructional Pro Rata "Mirror" Scale (Interim) (Exhibit C (2007-2008)). (Ref. Article 20.A.5 et seq.)

CREDIT *LECTURE-LABORATORY* INSTRUCTIONAL OVERLOAD "MIRROR" SCALE EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
44	Instructor, Hourly	0 – 4	1*	66.29	67.80	69.32	70.83	72.34
		5 – 9	2	69.32	70.83	72.34	73.85	75.36
		10 or More	3	72.34	73.85	75.36	76.88	78.39

Pro Rata Formula: Steps 1, 2, and 3 of this scale shall be the same as Steps 1, 2, and 3 of the 86% Credit Lecture-Laboratory Instructional Pro Rata "Mirror" Scale (Exhibit C-1 (2007-2008)). (Ref. Article 20.A.5 et seq.)

CREDIT *LECTURE-LABORATORY* INSTRUCTIONAL OVERLOAD "MIRROR" SCALE (Science-Related Disciplines ONLY) EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
48	Instructor, Hourly	0 – 4	1*	75.11	76.83	78.55	80.26	81.97
		5 – 9	2	78.55	80.26	81.97	83.68	85.40
		10 or More	3	81.97	83.68	85.40	87.11	88.83

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Credit Lecture Laboratory-Instructional Pro Rata "Mirror" Scale (.85 size factor) Science-Related Disciplines Only (Exhibit C-1-1 (2007-2008)). (Ref. Article 20.A.5 et seq.)

CREDIT *LECTURE* INSTRUCTIONAL OVERLOAD "MIRROR" SCALE EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
54	Instructor, Hourly	0 – 4	1*	88.38	90.40	92.42	94.44	96.46
		5 – 9	2	92.42	94.44	96.46	98.47	100.49
		10 or More	3	96.46	98.47	100.49	102.50	104.52

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Credit Instructional Pro Rata "Mirror" Scale (Exhibit C-2 (2007-2008)). (Ref. Article 20.A.5 et seq.)

*Step 1 is not applicable to contract and regular faculty whose first date of paid service was prior to 8/1/96.

CREDIT *COMPOSITION* INSTRUCTIONAL OVERLOAD "MIRROR" SCALE
EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
53	Instructor, Hourly	0 – 4	1*	110.48	113.01	115.53	118.05	120.57
		5 – 9	2	115.53	118.05	120.57	123.09	125.61
		10 or More	3	120.57	123.09	125.61	128.13	130.65

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Credit Composition Instructional Pro Rata "Mirror" Scale (Exhibit C-3 (2007-2008)). (Ref. Article 20.A.5 et seq.)

NONCREDIT INSTRUCTIONAL OVERLOAD "MIRROR" SCALE
EFFECTIVE 01/10/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
64	Instructor, Hourly	0 – 4	1*	53.03	54.24	55.45	56.66	57.87
		5 – 9	2	55.45	56.66	57.87	59.08	60.29
		10 or More	3	57.87	59.08	60.29	61.50	62.71

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Noncredit Instructional Pro Rata "Mirror" Scale (Exhibit C-4 (2007-2008)). (Ref. Article 20.A.5 et seq.)
*Step 1 is not applicable to contract and regular faculty whose first date of paid service was prior to 8/1/96.

COUNSELORS AND LIBRARIANS OVERLOAD "MIRROR" SCALE
EFFECTIVE 8/01/07

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
94	Instructor, Hourly	0 – 4	1*	51.40	52.57	53.74	54.93	56.10
		5 – 9	2	53.74	54.93	56.10	57.27	58.44
		10 or More	3	56.10	57.27	58.44	59.61	60.79

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 100% Counselors and Librarians Pro Rata "Mirror" Scale (Exhibit C-5 (2007-2008)). (Ref. Article 20.A.5 et seq.)
*Step 1 is not applicable to contract and regular faculty whose first date of paid service was prior to 8/1/96.

CREDIT & NONCREDIT *INSTRUCTIONALLY-RELATED* OVERLOAD "MIRROR" SCALE
EFFECTIVE 01/01/08

TABLE	TITLE	YEARS COMPLETED	STEP	RATINGS				
				F	F+15	F+30	F+45	F+60/ Ph.D.
74	Instructor, Hourly	0 – 4	1*	37.88	38.74	39.61	40.47	41.34
		5 – 9	2	39.61	40.47	41.34	42.20	43.07
		10 or More	3	41.34	42.20	43.07	43.93	44.80

Pro Rata Formula: Steps 1, 2, and 3 of this Scale shall be the same as Steps 1, 2, and 3 of the 86% Credit and Noncredit Instructionally-related Pro Rata "Mirror" Scale (Exhibit C-6 (2007-2008)). (Ref. Article 20.A.5 et seq.)
*Step 1 is not applicable to contract and regular faculty whose first date of paid instructionally-related overload service was prior to 1/19/99.
*Tenure review overload assignments will be paid at Step 1 or 2 of this Scale only, not Step 3.

CREDIT LABORATORY-PERFORMANCE INSTRUCTIONAL SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S40	Instructor, Hourly (Substitute)	62.16

Pro Rata Formula: Step 1, Rating F, of the 86% Credit Laboratory-Performance Instructional Pro Rata "Mirror" Scale (Interim) (Exhibit C (2007-2008)) (Ref. Article 20.A.5 et seq.)

CREDIT LECTURE-LABORATORY INSTRUCTIONAL SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S41	Instructor, Hourly (Substitute)	66.29

Pro Rata Formula: Step 1, Rating F, of the 86% Credit Lecture-Laboratory Instructional Pro Rata "Mirror" Scale (Exhibit C-1 (2007-2008)) (Ref. Article 20.A.5 et seq.)

CREDIT LECTURE-LABORATORY INSTRUCTIONAL SUBSTITUTE SCALE
Science-Related Disciplines ONLY

TABLE	TITLE	EFFECTIVE 01/10/08
S41	Instructor, Hourly (Substitute)	75.11

Pro Rata Formula: Step 1, Rating F, of the 86% Credit Lecture-Laboratory Instructional Pro Rata "Mirror" Scale Science-Related Disciplines ONLY (Exhibit C-1-1 (2007-2008)) (Ref. Article 20.A.5 et seq.)

CREDIT LECTURE INSTRUCTIONAL SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S51	Instructor, Hourly (Substitute)	88.38

Pro Rata Formula: Step 1, Rating F, of the 86% Credit Lecture Instructional Pro Rata "Mirror" Scale (Exhibit C-2 (2007-2008)) (Ref. Article 20.A.5 et seq.)

CREDIT COMPOSITION INSTRUCTIONAL SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S50	Instructor, Hourly (Substitute)	110.48

Pro Rata Formula: Step 1, Rating F, of the 86% Credit Composition Instructional Pro Rata "Mirror" Scale (Exhibit C-3 (2007-2008)) (Ref. Article 20.A.5 et seq.)

NONCREDIT INSTRUCTIONAL SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S61	Instructor, Hourly (Substitute)	53.03

Pro Rata Formula: Step 1, Rating F, of the 86% Noncredit Instructional Pro Rata "Mirror" Scale (Exhibit C-4 (2007-2008)) (Ref. Article 20.A.5 et seq.)

COUNSELORS AND LIBRARIANS SUBSTITUTE SCALE

TABLE	TITLE	EFFECTIVE 8/1/07
S91	Instructor, Hourly (Substitute)	51.40

Pro Rata Formula: Step 1, Rating F, of the 100% Counselors and Librarians Pro Rata "Mirror" Scale (Exhibit C-5 (2007-2008)) (Ref. Article 20.A.5 et seq.)

CREDIT AND NONCREDIT *INSTRUCTIONALLY-RELATED SUBSTITUTE* SCALE

TABLE	TITLE	EFFECTIVE 01/10/08
S71	Instructionally-Related, Hourly (Substitute)	37.88

Pro Rata Formula: Step 1, Rating F, of the 86% Credit & Noncredit Instructionally-related Pro Rata "Mirror" Scale (Exhibit C-6 (2007-2008). (Ref. Article 20.A.5 et seq.)

San Francisco Community College District

SELF EVALUATION FORM

FOR REGULAR TENURED FULL-TIME FACULTY AND
TEMPORARY, PART-TIME FACULTY UNDER SPECIFIED CONDITIONS
(See Article 9, Section E.1.1)

Name _____ Department _____

☐ Instructor ☐ Counselor ☐ Librarian ☐ Resource Instructor ☐ Other - Specify:_____
☐ Full-Time ☐ Part-Time

Please answer these questions as fully as you can, using the subtopics as guidelines. Attach your answers to this cover sheet and number them accordingly.

A. PROFESSIONAL QUALITIES

1. *HOW DO YOU EVALUATE YOUR PROFESSIONALISM?*

a. Keeps current in discipline.
b. Has good rapport with colleagues.
c. Accepts criticism.
d. Submits required departmental reports/information, including census, positive attendance, and/or grade sheets on time.
e. Maintains adequate and appropriate records.
f. Observes health and safety regulations.
g. Demonstrates sensitivity in working with students, faculty, and staff from diverse academic, socioeconomic, cultural, sexual orientations, disabilities, and ethnic backgrounds.
h. Attends required meetings (full-time only).

2. *HOW DO YOU EVALUATE YOUR PROFESSIONAL CONTRIBUTIONS?* **(This section does not pertain to temporary, part-time faculty.)**

a. Makes contributions to the discipline/department/district.
b. Serves effectively on special assignments, instructionally-related assignments, committees, projects, and research and development areas as needed by department/district.
c. Bears an appropriate share of faculty responsibilities.

B. JOB PERFORMANCE *(To be answered by ALL CLASSROOM FACULTY)*

1. *HOW DO YOU EVALUATE YOUR COURSE CONTENT AND SUBJECT KNOWLEDGE?*

a. The course content is up to date and appropriate.
b. The course content is taught in an approach that is acceptable to the discipline/department.
c. The materials used are pertinent to the course outline.
d. The class is taught at an appropriate level.
e. The pacing of the class is appropriate to the level and the material presented.

2. *HOW DO YOU EVALUATE YOUR COURSE PRESENTATION?*

a. Establishes a student-instructor relationship conducive to learning.
b. Communicates ideas clearly, concisely, and effectively.
c. Demonstrates sensitivity to the learning difficulties of the student.
d. Stimulates students' interest in the field and their desire to learn.
e. Tests students' progress in valid and appropriate ways.
f. Uses class time efficiently.
g. Student-instructor contact is timely and appropriate (Distance Education Only).
h. Course structure is consistent and easy to navigate (Distance Education Only).

SELF EVALUATION FOR CERTAIN ACADEMIC EMPLOYEES Page 2

[Complete the applicable section(s).]

C. JOB PERFORMANCE - NON-CLASSROOM FACULTY

HOW DO YOU EVALUATE YOUR PERFORMANCE IN RELATION TO THE FOLLOWING CATEGORIES THAT APPLY TO YOU?

1. ***This section to be answered only by LIBRARIANS.***

a. Provides students with instruction and materials, at the reference desk, that are appropriate for their needs; is able to refer students when necessary.
b. Maintains effective communication and outreach to department and program faculty as assigned.
c. Contributes to building, organizing, and maintaining library collections and resources.
d. Communicates ideas clearly, concisely, and effectively during workshops and instructional sessions at the reference desk.
e. Presents material in ways that actively engages student learning in workshops and at the reference desk.
f. Strives to maintain an environment conducive to study, research, reading, and learning.

2. ***This section to be answered only by COUNSELORS.***

a. Provides opportunities for counselees to express concerns, listens well, and is accessible to students.
b. Helps students define problems, and is able to support counselees in seeking solutions to problems.
c. Researches questions brought by counselees or directs counselees to appropriate sources of information/assistance when advisable.
d. Keeps current with District classes, programs and resources for students.
e. Demonstrates knowledge of District policies and procedures affecting students.
f. Communicates well with faculty in other departments.
g. Communicates ideas clearly, concisely, and effectively during workshops and classes, using an approach that is acceptable and in alignment with the discipline.

3. ***This section to be answered only by RESOURCE INSTRUCTORS.***

a. Responds to instructors' resource needs.
b. Develops instructional resources.

4. ***This section to be answered only for ALL OTHER NON-CLASSROOM FACULTY.***

a. Communicates well with faculty, staff, students, and administrators as appropriate.
b. Keeps current with District policies and programs.

Additional Evaluation Criteria for Non-classroom Faculty May be Determined by Discipline/Department. (*See Department Head/Dean/Director.*) (*Must have approval of District and Union.*)

D. OVERALL RATING - ALL FACULTY

HOW DO YOU RATE YOUR OVERALL PERFORMANCE?

1. Strengths/Outstanding Performance Areas
2. Plans for Improvement

SIGNATURE PAGE

Evaluatee: _____

Department: _____ Semester: _____

Date evaluation submitted to peer evaluators: _____

Evaluatee signature: _____

This evaluation is acceptable

Peer Evaluator Names	Signatures
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Date evaluatee notified of acceptance: _____

This evaluation requires revision

Please address the following concerns. Revised evaluation due date: _____

_____

_____

_____

Peer Evaluator Names	Signatures
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

We have reviewed the revised evaluation, and it is acceptable.

Peer Evaluator Names	Signatures
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Date evaluatee notified of acceptance: _____

We recommend re-evaluation in accordance with Articles 9.C.4.1.5. and 9.B.2.

Rationale:

_____

_____

_____

	Peer Evaluator Names		Signatures
1.	_____	1.	_____
2.	_____	2.	_____
3.	_____	3.	_____

I have had an opportunity to read the reasons why the committee is recommending re-evaluation.

Evaluatee Signature: _____ Date _____

Note: In accordance with Article 9.C.4.1.5, the evaluatee must sign the form to indicate he/she has received notice of the committee's decision and its written criticism of the self evaluation. The evaluatee's signed recognition does not imply acceptance of the recommendation of the committee.

❑ I have the following objections to the conclusions of the peer evaluators:

_____

_____

_____

❑ I have attached objections to the conclusions of the peer evaluators

❑ I will submit my objections to the conclusions of the peer evaluators to the Dean of Instruction.

Evaluatee Signature: _____ Date _____

San Francisco Community College District

PEER OR PEER-MANAGEMENT EVALUATION

PROCEDURES FOR EVALUATION OF ACADEMIC EMPLOYEES

SAN FRANCISCO COMMUNITY COLLEGE DISTRICT

Evaluatee (Please Print):_____

Department_____ Semester_____

PREFACE TO EVALUATORS:

Please take note of the calendar of evaluation and make sure your evaluation is concluded, signed by all the evaluators and the evaluatee, and submitted to the Office of Instruction by the end of the sixteenth week of the semester.

Notations in the boxes on the evaluation forms attached represent only a part of this evaluation. No evaluation will be complete unless you also provide thoughtful, complete written comments on the faculty member's performance in the spaces provided, using additional sheets if necessary. To provide comments on professionalism and contributions, you may want to seek information in the pre-conference with the evaluatee.

Section D of this form asks for an overall rating. Use this section to recognize the strengths and the special qualities of the evaluatee. You should also use this section to provide feedback on areas that need improvement.

Effective Fall 2009, there is a new category of overall rating: Satisfactory but Needs Improvement. The intent of this new category is to address situations in which committees identify defined areas that require significant improvement but do not warrant an unsatisfactory finding. In such situations, i.e., when committees conclude that detailed improvement plans are warranted-with follow-up by the department chair or designee (non-bargaining unit member, unless by mutual agreement) in the subsequent semester(s)-they may utilize the new category and follow-up procedures under Article 9.C.4.2.11. In Satisfactory evaluations, committees should continue to complete Section D. Please note that identifying areas for improvement does not necessarily trigger a Satisfactory but Needs Improvement finding.

Please note that in accord with Article 9.C.4.2.7, if the evaluators anticipate writing an unfavorable or unsatisfactory evaluation report, the evaluators shall so inform the evaluatee at the post-evaluation conference. The evaluators shall repeat the classroom or work site visitation(s) within ten (10) working days after the post-evaluation conference. If, as a result of the second visitation(s), the evaluation cannot be completed within the Evaluation Calendar, Article 9.A.4, such time limits shall be waived.

Submit the signed completed forms promptly to the Office of Instruction (Cloud 308).

San Francisco Community College District

PEER OR PEER-MANAGEMENT EVALUATION FORM

FOR ACADEMIC EMPLOYEES

☐ **PEER EVALUATION**

☐ **PEER-MANAGEMENT EVALUATION**

Name_____ Department_____

☐ Instructor ☐ Counselor ☐ Librarian ☐ Resource Instructor ☐ Other - Specify: _____

☐ Full-Time ☐ Long-Term Substitute ☐ Temporary Part-Time

Semester?_____

[Use additional sheet(s) if necessary.]

A. PROFESSIONAL QUALITIES *(To be answered for ALL FACULTY.)*

1. Professionalism	**Satisfact. Or Better**	**Satisfact. but Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Keeps current in discipline.					
b. Has good rapport with colleagues.					
c. Accepts criticism.					
d. Submits required departmental reports/information, including census, positive attendance, and/or grade sheets on time.					
e. Maintains adequate and appropriate records.					
f. Observes health and safety regulations.					
g. Demonstrates sensitivity in working with students, faculty, and staff from diverse academic, socioeconomic, cultural, sexual orientations, disabilities, and ethnic backgrounds.					
h. Attends required meetings (FT Tenured, LTS only).					

Comment on the professionalism of this instructor.

_____

_____

2. Professional Contributions *(This section does NOT pertain to part-time faculty)*	**Satisfact. Or Better**	**Satisfact. but Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Makes contributions to the discipline/ department/district.					
b. Serves effectively on special assignments, instructionally-related assignments, committees, projects, and research and development areas as needed by the discipline/department/ district.					
c. Bears an appropriate share of faculty responsibilities.					

Comment on the professional contributions of this instructor.

_____

_____

[Complete the section(s) that apply.]

B. JOB PERFORMANCE – CLASSROOM INSTRUCTORS (INCLUDES DISTANCE EDUCATION)

☐ **Course Observation**

☐ **Video Observation**

1. Course Content *(To be answered for all CLASSROOM FACULTY.)*	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. The course content is up to date and appropriate.					
b. The course content is taught in an approach that is acceptable to the discipline/ department.					
c. The class segment observed and any materials furnished were pertinent to the course outline.					
d. The class is taught at an appropriate level.					
e. The pacing of the class is appropriate to the level and the material presented.					

Comment on the course content and the subject knowledge of the instructor.

_____

_____

_____

2. Course Presentation *(To be answered for CLASSROOM FACULTY.)*	Satisfact. or Better	Satisfact. but Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Establishes a student-instructor relationship conducive to learning.					
b. Communicates ideas clearly, concisely, and effectively.					
c. Demonstrates sensitivity to the learning difficulties of the student.					
d. Stimulates students' interest in the field and their desire to learn.					
e. Tests students' progress in valid and appropriate ways.					
f. Uses class time efficiently (classroom observation only).					
g. Student-instructor contact is timely and appropriate (Distance Education only).					
h. Course structure is consistent and easy to navigate (Distance Education only).					

Comment on the course presentation of the instructor._____

_____

_____

[*When this section has been completed, continue with Section D - Overall Rating.*]

C. NON-CLASSROOM FACULTY (Librarians, Counselors, Resource Instructors, Others)

1. ***This section to be answered only for LIBRARIANS.***	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Provides students with instruction and materials, at the reference desk, that are appropriate for their needs; is able to refer students when necessary.					
b. Maintains effective communication and outreach to department and program faculty as assigned.					
c. Contributes to building, organizing, and maintaining library collections and resources.					
d. Communicates ideas clearly, concisely, and effectively during workshops and instructional sessions at the reference desk.					
e. Presents material in ways that actively engages student learning in workshops and at the reference desk.					
f. Strives to maintain an environment conducive to study, research, reading, and learning.					

Comment on the performance of this faculty member in relation to the section above.

2. ***This section to be answered only for COUNSELORS.***	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Provides opportunities for counselees to express concerns, listens well, and is accessible to students.					
b. Helps students define problems, and is able to support counselees in seeking solutions to their problems.					
c. Researches questions brought by counselees or directs counselees to appropriate sources of information/assistance when advisable.					
d. Keeps current with District classes, programs, and resources for students.					
e. Demonstrates knowledge of District policies and procedures affecting students.					
f. Communicates well with faculty.					
g. Communicates ideas clearly, concisely, and effectively during workshops and classes, using an approach that is acceptable and in alignment with the discipline.					

Comment on the performance of this faculty member in relation to the section above.

3. *This section to be answered only for RESOURCE INSTRUCTORS.*	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Responds to instructors' resource needs.					
b. Develops instructional resources.					

Comment on the performance of this faculty member in relation to the section above.

4. *This section to be answered only for ALL OTHER NON-CLASSROOM FACULTY.*	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Communicates well with faculty, staff, students, and administrators as appropriate.					
b. Keeps current with District policies and programs.					

Comment on the performance of this faculty member in relation to the section above.

Additional Criteria for Non-classroom Faculty May be Determined by Discipline/Department.
(See Department Head/Dean/Director.) (Must have approval of District and Union.)

D. OVERALL RATING - ALL FACULTY

1. Strengths/Outstanding Performance Areas:

2. Plans for Improvement:

3. Summary*:* How do you rate overall performance of this faculty member?

SIGNATURE PAGE

EVALUATEE (Please Print):_____

Department _____ Semester _____

OVERALL EVALUATION:

☐ This is a SATISFACTORY evaluation.

☐ This is a SATISFACTORY BUT NEEDS IMPROVEMENT evaluation. We have written an improvement plan in accord with 9.C.4.2.12.

☐ This is an UNSATISFACTORY evaluation. We have conducted second observations in accord with Article 9.C.4.2.7, have written an improvement plan in accord with 9.C.4.2.14, and we recommend further evaluation in accord with Article 9.B.2.

EVALUATION TEAM

Please Print Names:	*Signatures:*
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Date:_____

I have had an opportunity to read this evaluation.

Evaluatee Comments, if any: _____

_____

_____

Signature of Evaluatee:_____ Date:_____

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that she/he has had an opportunity to read this report.)

I have had an opportunity to read this evaluation, and I do not concur.

Check one: ☐ I have attached a rebuttal.

☐ I will forward a rebuttal within one week.

Signature of Evaluatee:_____ Date:_____

The evaluatee has refused to sign this evaluation.

Committee Chair Signature:_____ Date:_____

San Francisco Community College District

NONCREDIT ONLY

INSTRUCTOR - STUDENT EVALUATION
(Questions and Scale)

Instructor: _____ Date: _____

Course: _____ Department: _____

THE INSTRUCTOR	I DON'T KNOW 0	NEVER 1	2	SOME-TIMES 3	4	ALWAYS 5
1. Explains the goals of the course.						
2. Prepares for class.						
3. Knows his/her subject.						
4. Presents material clearly.						
5. Returns assignments promptly.						
6. Makes the class interesting.						
7. Allows time for questions and discussions.						
8. Makes you feel comfortable in the classroom.						
9. Appears enthusiastic about teaching.						
10. Shows courtesy and respect to all students.						
11. Shows interest in your progress.						
12. Keeps sufficient order in the classroom.						
13. Starts and ends the class on time.						
14. Respects your individual efforts and opinions.						
15. Answers your questions and those of other students in the class.						
16. Shows respect for all racial, sexual, religious, and political groups.						

17. Would you recommend this instructor to other students?..... ☐ Yes ☐ No

18. What is your overall evaluation of this instructor? _____

_____

_____

19. Comments: _____

_____

_____

San Francisco Community College District
CREDIT ONLY
INSTRUCTOR - STUDENT EVALUATION
(Questions and Scale)

Instructor: _____ Date: _____

Course: _____ Department: _____

If you wish to add any comments concerning your instructor or this evaluation, please write them on the back of this answer sheet.

	I DON'T KNOW 0	NEVER 1	2	SOME-TIMES 3	4	ALWAYS 5
1. Does the instructor organize the material well?						
2. Is the instructor's presentation of material clear and understandable?						
3. Does the instructor seem to have adequate knowledge of the subject area of this course?						
4. When possible does the instructor relate subject matter to other fields and situations?						
5. Does the instructor respect your efforts and opinions as an individual?						
6. Does the instructor try to interest you in the subject and encourage you to learn more about it?						
7. Were your responsibilities in the course (exams, term papers, attendance regulations, etc.) clearly stated and explained?						
8. Is the grading system fair?						
9. Does the instructor follow his/her stated grading system?						
10. Are the methods of testing (examinations, papers, etc.) a valid evaluation of the knowledge and or skills you have gained from this course?						
11. Is the instructor sufficiently available to you during regularly scheduled office hours or at other times by appointments?						
12. Are assignments relevant and helpful in understanding the subject area?						
13. Is the instructor receptive to questions from students either during or outside class?						
14. Is the instructor enthusiastic about teaching this course?						
15. Does the instructor meet and dismiss class at the scheduled time?						
16. Does the instructor return exams and homework promptly?						
17. Does the instructor speak clearly and understandably?						
18. Does the instructor seem to be free of racial, sexual, religious and political prejudices?						
19. What is your overall evaluation of this instructor?		Unsatis-factory		Average		Excellent

San Francisco Community College District

ESL Instructor Evaluation Questionnaire

INSTRUCTOR - STUDENT EVALUATION
(Questions and Scale)

Instructor: _____ Date: _____

Course: _____ Department: _____

THE INSTRUCTOR	I DON'T KNOW 0	NEVER 1	2	SOME-TIMES 3	4	ALWAYS 5
1. The teacher explains English well.						
2. The teacher respects the students.						
3. The lesson is organized.						
4. The books and materials help me learn English.						
5. The teacher helps me understand my mistakes.						
6. The teacher wants the students to ask questions.						
7. The teacher gives time for questions.						
8. The teacher answers the questions well.						
9. The teacher returns my work quickly.						
10. The teacher starts the class on time.						
11. The teacher ends the class on time.						
12. The teacher uses class time well.						
13. The teacher likes to teach.						
14. What else would you like to say about the class? Please write your comments on the back.						

San Francisco Community College District

LIBRARIAN QUESTIONNAIRE

INSTRUCTOR - STUDENT EVALUATION
(Questions and Scale)

Instructor: _____ Date: _____

Course: _____ Department: _____

	I DON'T KNOW 0	NEVER 1	2	SOME-TIMES 3	4	ALWAYS 5
1. Was the presentation well organized?						
2. Did the Library instructor seem to have adequate knowledge of research skills?						
3. Did the library instructor use examples and illustrations effectively?						
4. Did the library instructor speak clearly and understandably?						
5. Did the library instructor try to answer questions from students during or after the workshop?						
6. Did the library instructor show interest and enthusiasm in teaching the class?						
7. Did the library instructor seem to be free of racial, sexual, religious and political prejudices?						
8. Was this workshop useful and relevant to your academic needs?						
9. Do you now feel more confident about using the library resources taught in this class?						
10. What is your overall evaluation of this library instructor?		Unsatis-factory		Average		Excellent

If you wish to add any comments concerning the library instructor or this evaluation questionnaire, please write them on the back of this answer sheet.

San Francisco Community College District
ONLINE ONLY

INSTRUCTOR - STUDENT EVALUATION
(Questions and Scale)

Instructor: _____ Date: _____

Course: _____ Department: _____

	I DON'T KNOW 0	NEVER 1	2	SOME-TIMES 3	4	ALWAYS 5
1. Does the instructor organize the material well?						
2. Is the instructor's presentation of material clear and understandable?						
3. Does the instructor seem to have adequate knowledge of the subject area of this course?						
4. When possible does the instructor relate subject matter to other fields and situations?						
5. Does the instructor respect your efforts and opinions as an individual?						
6. Does the instructor try to interest you in the subject and encourage you to learn more about it?						
7. Were your responsibilities in the course (exams, term papers, participation requirements, etc.) clearly stated and explained?						
8. Is the grading system fair?						
9. Does the instructor follow his/her stated grading system?						
10. Are the methods of testing (examinations, papers, etc.) a valid evaluation of the knowledge and or skills you have gained from this course?						
11. Is the instructor sufficiently available to you during the semester?						
12. Are assignments relevant and helpful in understanding the subject area?						
13. Is the instructor receptive to questions from students?						
14. Is the instructor enthusiastic about teaching this course?						
15. Does the instructor respond to student inquiries in a timely manner?						
16. Does the instructor make your exam and assignment results available promptly?						
17. Does the instructor communicate clearly and understandably?						
18. Does the instructor seem to be free of racial, sexual, religious and political prejudices?						
19. What is your overall evaluation of this instructor?		Unsatis-factory		Average		Excellent
20. If you wish to add any comments concerning your instructor or this evaluation questionnaire, please write them below.						

STATEMENT OF GRIEVANCE **EXHIBIT E**

Grievant: Fill out Sections 1-5 and file one copy at Chancellor's level.

1.	GRIEVANT NAME:		LOCATION (SITE) _____ LOCATION (DEPT) _____	
2.	DATE OF ALLEGED GRIEVANCE:	DATE OF INFORMAL / ORAL DISCUSSION:	DATE OF INFORMAL/ ORAL RESPONSE:	AFT IS AUTHORIZED TO FILE THIS GRIEVANCE. ☐ YES ☐ NO
3.	DATE OF FILING THIS STATEMENT:	SPECIFIC ARTICLE(S), SECTION(S), PROVISION(S) ALLEGED TO HAVE BEEN VIOLATED:		

4. EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION(S). WHAT IS THE FACTUAL CONTENTION(S)? WHAT OCCURRED? HOW DID THE ALLEGED VIOLATION(S) AFFECT CONTRACT RIGHTS? PROVIDE FACTS NECESSARY TO SUPPORT YOUR POSITION/CONTENTION.

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

5. STATE FULL RELIEF, REMEDY, OR ACTION YOU REQUIRE OR BELIEVE NECESSARY TO RESOLVE THIS ALLEGED VIOLATION/GRIEVANCE.

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

GRIEVANT: DO NOT WRITE BELOW THIS LINE.

6. DATE OF RECEIPT: _____
DATE OF CONFERENCE: _____
DATE OF RESPONSE: _____

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

7.	FINAL/BINDING ARBITRATION DECISION: GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____ ATTACH ARBITRATOR DECISION.	DATE OF REQUEST: _____ DATE ARBITRATOR REQUESTED: _____ DATE ARBITRATOR SELECTED: _____ DATE ARBITRATION HEARING: _____ DATE ARBITRATION DECISION: _____

Attach all responses, all extra pages, all information to this form.

TIME IS OF THE ESSENCE IN ALL MATTERS.

TENURE REVIEW - STATEMENT OF GRIEVANCE **EXHIBIT E-1**

(This form is to be used only for grievances challenging negative decisions of the Board of Trustees made pursuant to Article 22, Subsections F.2 and F.3.)

NOTE: There is no informal grievance step for this type of grievance.

Grievant: Fill out Sections 1-5 and file one copy at Chancellor's level.

1.	PROBATIONARY EMPLOYEE'S NAME:	LOCATION (SITE): _____ LOCATION (DEPT.): _____
2.	DATE OF BOARD OF TRUSTEE'S WRITTEN NOTICE TO PROBATIONARY EMPLOYEE:	AFT IS AUTHORIZED TO FILE THIS GRIEVANCE. ☐ YES ☐ NO
3.	DATE OF FILING THIS STATEMENT:	SPECIFIC POLICY OR PROCEDURE THE BOARD'S DECISION ALLEGEDLY VIOLATED, MISINTERPRETED OR MISAPPLIED:

4. PROBATIONARY EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION(S). WHAT IS THE FACTUAL CONTENTION(S)?
WHAT OCCURRED? HOW DID THE ALLEGED VIOLATION(S) AFFECT CONTRACT RIGHTS?
PROVIDE FACTS NECESSARY TO SUPPORT YOUR POSITION/CONTENTION.

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

5. STATE FULL RELIEF, REMEDY, OR ACTION YOU REQUIRE OR BELIEVE NECESSARY TO RESOLVE THIS ALLEGED VIOLATION/GRIEVANCE.

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

6.	CHANCELLOR LEVEL - RESPONSE TO ALLEGED GRIEVANCE	DATE OF RECEIPT: _____ ___ DATE OF CONFERENCE: _____ DATE OF RESPONSE: _____

[Use reverse side and/or attach pages (specify number) if necessary for full presentation.]

7.	ARBITRATION DECISION:* GRIEVANCE RESOLVED: _____ GRIEVANCE DENIED: _____ ATTACH ARBITRATOR DECISION.	DATE OF REQUEST: _____ DATE ARBITRATOR REQUESTED BY PROBATIONARY EMPLOYEE: _____ DATE ARBITRATOR REQUESTED BY AFT, LOCAL 2121: _____ DATE ARBITRATOR SELECTED: _____ DATE OF ARBITRATION HEARING: _____ DATE OF ARBITRATION DECISION: _____

*A final decision reached following a grievance or hearing conducted pursuant to Subdivision (b) of Section 87160.1 shall be subject to judicial review pursuant to Section 1094.5 of the Code of Civil Procedure. (Ed. Code Section 87611.)

Attach all responses, all extra pages, all information to this form. TIME IS OF THE ESSENCE IN ALL MATTERS.

EXHIBIT E-2

REEMPLOYMENT PREFERENCE GRIEVANCE FORM (ARTICLE 13-1 ONLY)

EMPLOYEE NAME:	
DEPARTMENT(S):	LOCATION (SITE):
AFT IS AUTHORIZED TO FILE THIS GRIEVANCE	□ YES □ NO
TIME OF ORIGINAL ASSIGNMENT (Reference Article 13-1.B.1):	
DATE OF INFORMAL DISCUSSION:	
DATE OF INFORMAL RESPONSE:	
DATE OF FILING THIS WRITTEN GRIEVANCE WITH THE REEMPLOYMENT PREFERENCE COMMITTEE:	

EMPLOYEE'S STATEMENT OF ALLEGED VIOLATION(S) OF ARTICLE 13-1.
Provide facts necessary to support your position/contention. Include your number of semesters of service, your modal load, and example(s) of specific course assignment(s) that you have taught before but which have been assigned to less senior hourly faculty, etc.

_____

_____

_____

_____

_____

_____

_____

RESOLUTION BY THE COMMITTEE:

DATE OF COMMITTEE MEETING: _____

_____ The Committee reached consensus on the resolution of this grievance, and has attached a signed, written statement of resolution, including those remedies granted pursuant to Article 13-1.E.

_____ The Committee failed to reach consensus.

EXHIBIT F

SIGNATURE PAGE

This Agreement was tentatively agreed upon by the negotiating teams on June 4 and 25, 2009.

The Union, by a majority vote of its unit, ratified the Agreement on October 1, 2009

The District, at a regular meeting of the Board of Trustees, ratified the Agreement on October 22, 2009.

FOR THE DISTRICT	FOR THE UNION
Steven R. Hale Employee Relations Manager San Francisco Community College District	Chris Hanzo Executive Director/Chief Negotiator AFT, Local 2121
Emily Prescott Renne Sloan Holtzman & Sakai, LLP Public Law Group	Augusta Goldstein President AFT, Local 2121
Dr. Don Q. Griffin Chancellor San Francisco Community College District	Ed Murray Vice-President AFT, Local 2121

DEPARTMENTAL GUIDELINES FOR TENURE EVALUATION

It is the intent of AB 1725 that tenure should be granted to new faculty members only after an evaluation process which is more rigorous, of longer duration, and more representative of the state's diversity than has previously been the case at California community colleges. The bill provides that each district shall develop its own evaluation procedures through collective bargaining between the Community College District and the faculty's representative. The procedures now in effect for the San Francisco Community College District have been prepared by AFT Local 2121 in consultation with the Academic Senate and negotiated with the District as part of the current Agreement. These procedures are in many ways distinct from those used for the evaluation of tenured faculty. Faculty evaluators and new faculty members should be thoroughly familiar with them.

The most obvious change from past procedure is the lengthened period of evaluation leading to the granting or denial of tenure. While in exceptional cases tenure may be awarded after two years, or even one year, of service, it is anticipated that the decision to grant tenure will normally NOT be made until the fourth year of employment. A decision of such importance must be based on thorough and well-documented evaluation of the new employee over an extended period of time.

The faculty bears the primary responsibility for this evaluation of new faculty members through the peer review process. "The peer review process shall be on a departmental or divisional basis, and shall address the forthcoming demographics of California, and the principles of affirmative action. The process shall require that the peers reviewing are both representative of the diversity of California and sensitive to affirmative action concerns, all without compromising quality and excellence in teaching." (Ed. Code §87663(d)) Many tenured faculty members will be called upon to participate in this process. In recognition of the seriousness of the responsibility and the demands it will make on their time, funds have been made available for supplemental pay.

These guidelines are intended to familiarize the departments with: (I.) the general responsibilities of those who will be participating in tenure review evaluations; (II.) the several components of evaluation; and (III.) the new role of departmental mentor. They do NOT give a thorough description of the evaluation process and MUST be read in conjunction with Article 9.D of the Agreement concerning tenure review.

I. RESPONSIBILITIES OF EVALUATORS

The heart of the peer review process is the departmental tenure review committee. Its members are appointed by the department's immediate supervisor in consultation with the hiring committee which interviewed the employee being evaluated.

A. It is the responsibility of every member of a tenure review committee to:

1. Familiarize himself/herself with the new evaluation procedures contained in the Agreement;

2. Attend the evaluation orientation and workshop which will be conducted annually;

3. Schedule, conduct, and document frequent evaluations of new faculty in accordance with the Agreement;

4. Attend all scheduled meetings of the Tenure Review Committee on which he/she serves.

B. A tenure review committee shall elect, from its faculty members, a chairperson for EACH new faculty member being evaluated. Ordinarily, no committee member should serve as the chair for more than one new employee's evaluation team. It shall be the responsibility of a committee chair to:

1. Meet all requirements of Paragraph A above.

2. Schedule and chair meetings of the Tenure Review Committee.

3. Supervise the process of evaluation to assure its timeliness and accordance with the provisions of the Agreement.

4. Advise the immediate supervisor or department chair of the inability of any member of the tenure review committee to continue in that capacity so that a temporary or permanent replacement can be appointed.

5. Write draft consensus reports from the various evaluation components to serve as a basis for the committee's final recommendations.

6. Maintain a file of all working evaluation documents until a final decision regarding tenure has been reached by the Board of Trustees and the period for legal challenge to such a decision has passed.

II. COMPONENTS OF EVALUATION

A tenure review committee shall consider three elements of the evaluation process in making its recommendations to the Chancellor and Board of Trustees regarding renewal/non-renewal of contracts or the granting of tenure.

A. <u>Direct observation</u>

A regular schedule of direct observations is mandated by the Agreement and is the responsibility of the tenure review committee. A modified version of the standard peer evaluation document will be completed after each observation. Tenure review committee members will seek to document such qualities as:

1. Professionalism
2. Knowledge of subject matter
3. Teaching effectiveness
4. Fulfillment of college and departmental requirements
5. Good collegial relationships
6. Communication skills
7. Organizational skills
8. Sensitivity to students' needs
9. Creativity and innovation

B. Tenure Portfolio for Classroom Faculty

Each new faculty member is required to maintain a tenure portfolio which shall be made available to the employee's tenure review committee. The portfolio shall be assembled during the first semester of employment and up-dated each semester thereafter. The contents will be determined by the nature of the employee's department. For instructional departments the portfolio shall contain:

1. An annual self-evaluation
2. Course syllabuses
3. A short summary listing the courses taught with enrollments and distribution of grades. (A department may choose to include grade distributions in all tenure review portfolios or in no tenure review portfolios.)
4. Other classroom related material deemed appropriate by the department or the instructor such as evidence of creativity and innovation in teaching, examples of the adaptation of course content to reflect new developments in the discipline, students' term papers, lab. reports, assignments, exams, etc.
5. Other material which the employee might wish to include as a measure of his/her professional growth, achievement, or participation in non-classroom activities. Examples might include:
    a. Service on departmental and/or college committees
    b. Attendance at workshops, in-service training sessions, and other activities designed to enhance teaching effectiveness
    c. Attendance at professional conferences or involvement in other professional activities
    d. Community service relating to college or professional responsibilities
    e. Publications, honors, awards, etc.
    f. Other material relevant to the criteria for Early Tenure consideration (Exhibit K).

C. Tenure Portfolio for Non-classroom Faculty

1. Specific areas you may want to address in your portfolio:

   a. Describe those accomplishments you feel had a significant impact on your area of responsibility. Include supporting material (e.g. reports, projects, policies, etc.) that highlights these accomplishments.

   b. In reference to your position, describe those activities, projects and ideas you intend to pursue in the near future. Include a description of the anticipated impact of these activities, projects, and ideas.

   c. Indicate the strengths you bring to the position. Also indicate the skills you wish to develop and how you intend to develop these skills.

   d. Other areas you may want to address:

      - Service on departmental and/or college committees
      - Attendance at workshops, in-service training sessions, conferences, and other professional activities.
      - Community service relating to college or professional responsibilities
      - Publications, honors, and awards

D. Tips for Constructing Portfolio:

1. When constructing your portfolio be sure to stay organized and focused. It's important to remember that your tenure review committee, senior administrators, and the Board of Trustees will review you portfolio.

2. The portfolio should provide the reader with a clear idea of who you are as a professional faculty member at CCSF. As such, the portfolio is an opportunity for you to delineate your accomplishments, showcase your talents/skills, and provide a sense of what you intend to accomplish at CCSF in the future.

3. The portfolio should be thought of as a "work in progress." That is, its contents should be constantly under review with revisions occurring as needed.

4. Mentors may assist in the construction of the portfolio.

5. All portfolio material should fit in one (1) binder. Quantity is not a substitute for quality.

E. Student Evaluation

1. Student evaluations must be conducted in all of a non-tenured instructor's classes when possible.

2. At a minimum these evaluations will be conducted once in each of the first three years of employment.

III. DEPARTMENTAL MENTORS

Each new faculty member who is required to have a mentor shall be assigned a mentor during the first year of probationary employment to enable him/her to learn through a direct, sustained association with an experienced, accomplished colleague. New contract faculty who have served as San Francisco Community College District hourly faculty in the two years prior to their being hired as contract faculty may choose to forego having a mentor. At the end of the first year, if the probationary faculty member receives an evaluation that is not satisfactory or if that faculty member feels the need for further assistance from a mentor, he/she may elect to have a mentor assigned for an additional semester or year.

Full-time, tenured faculty members who wish to serve as mentors shall notify their department chairpersons, who shall select the mentors. No faculty member may concurrently serve as the mentor for more than one probationary instructor. Mentors may not serve on the tenure review committee of the employee for whom they are serving as mentor; nor may a mentor's opinion be solicited by the committee in any matter relating to that employee. Mentors shall be compensated in accordance with the terms of the Agreement.

The duties of the Mentor shall include:

1. Attending an annual workshop for faculty mentors;

2. Observing classes taught by the probationary faculty member;

3. Recommending workshops, courses to attend, classes to observe, in-service training sessions, or any other materials, activities or programs the mentor believes would be beneficial. While participation in such developmental opportunities does not in itself guarantee tenure, it is considered evidence of dedication to professional growth and should be documented in the new employee's tenure portfolio.

4. Introducing the new faculty member to his colleagues, directing him/her to campus facilities, assisting with the complexity of roll sheets, grades, and other paperwork, helping with student problems, providing assistance in the preparation of the tenure portfolio, and generally being available when advice or a sympathetic ear is needed.

EXHIBIT H

San Francisco Community College District

SELF EVALUATION GUIDELINES

FOR CONTRACT EMPLOYEE'S TENURE REVIEW PORTFOLIO

Name _____ Department _____

☐ Instructor ☐ Counselor ☐ Librarian ☐ Resource Instructor ☐ Other - Specify:_____

Please answer these questions as fully as you can, using the subtopics as guidelines. Attach your answers to this cover sheet and number them accordingly.

A. PROFESSIONAL QUALITIES

1. *HOW DO YOU EVALUATE YOUR PROFESSIONALISM?*

a. Keeps current in discipline.
b. Has good rapport with colleagues.
c. Accepts criticism.
d. Submits required departmental reports/information, including census, positive attendance, and/or grade sheets on time.
e. Maintains adequate and appropriate records.
f. Observes health and safety regulations.
g. Demonstrates sensitivity in working with students, faculty, and staff from diverse academic, socioeconomic, cultural, sexual orientations, disabilities, and ethnic backgrounds.
h. Attends required meetings.

2. *HOW DO YOU EVALUATE YOUR PROFESSIONAL CONTRIBUTIONS?*

a. Makes contributions to the discipline/department/district.
b. Serves effectively on special assignments, instructionally-related assignments, committees, projects, research and development areas as needed by department/district.
c. Bears an appropriate share of faculty responsibilities.

B. JOB PERFORMANCE *(To be answered by ALL CLASSROOM FACULTY)*

1. *HOW DO YOU EVALUATE YOUR COURSE CONTENT AND SUBJECT KNOWLEDGE?*

a. The course content is up to date and appropriate.
b. The course content is taught in an approach that is acceptable to the discipline/department.
c. The materials used are pertinent to the course outline.
d. The class is taught at an appropriate level.
e. The pacing of the class is appropriate to the level and the material presented.

2. *HOW DO YOU EVALUATE YOUR COURSE PRESENTATION?*

a. Establishes a student-instructor relationship conducive to learning.
b. Communicates ideas clearly, concisely, and effectively.
c. Demonstrates sensitivity to the learning difficulties of the student.
d. Stimulates students' interest in the field and their desire to learn.
e. Tests students' progress in valid and appropriate ways.
f. Uses class time efficiently.
g. Student-instructor contact is timely and appropriate (Distance Education Only).
h. Course structure is consistent and easy to navigate (Distance Education Only).

[Complete the applicable section(s).]

C. JOB PERFORMANCE - NON-CLASSROOM FACULTY

HOW DO YOU EVALUATE YOUR PERFORMANCE IN RELATION TO THE FOLLOWING CATEGORIES THAT APPLY TO YOU?

1. ***This section to be answered only by LIBRARIANS.***
   a. Provides students with instruction and materials, at the reference desk, that are appropriate for their needs; is able to refer students when necessary.
   b. Maintains effective communication and outreach to department and program faculty as assigned.
   c. Contributes to building, organizing, and maintaining library collections and resources.
   d. Communicates ideas clearly, concisely, and effectively during workshops and instructional sessions at the reference desk.
   e. Presents material in ways that actively engages student learning in workshops and at the reference desk.
   f. Strives to maintain an environment conducive to study, research, reading, and learning.
2. ***This section to be answered only by COUNSELORS.***
   a. Provides opportunities for counselees to express concerns, listens well, and is accessible to students.
   b. Helps students define problems, and is able to support counselees in seeking solutions to problems.
   c. Researches questions brought by counselees or directs counselees to appropriate sources of information/assistance when advisable.
   d. Keeps current with District classes, programs and resources for students.
   e. Demonstrates knowledge of District policies and procedures affecting students.
   f. Communicates well with faculty in other departments.
   g. Communicates ideas clearly, concisely, and effectively during workshops and classes, using an approach that is acceptable and in alignment with the discipline.

3. ***This section to be answered only by RESOURCE INSTRUCTORS.***
   a. Responds to instructors' resource needs.
   b. Develops instructional resources.

4. ***This section to be answered only for ALL OTHER NON-CLASSROOM FACULTY.***
   a. Communicates well with faculty, staff, students, and administrators as appropriate.
   b. Keeps current with District policies and programs.

   Additional Evaluation Criteria for Non-classroom Faculty May be Determined by Discipline/Department. (*See Department Head/Dean/Director.*) (*Must have approval of District and Union.*)

D. OVERALL RATING - ALL FACULTY

HOW DO YOU RATE YOUR OVERALL PERFORMANCE?

1. Strengths/Outstanding Performance Areas
2. Plans for Improvement

San Francisco Community College District

PEER-MANAGEMENT EVALUATION FORM

FOR CONTRACT EMPLOYEES UNDER TENURE REVIEW

Name_____ Department_____

☐ Instructor ☐ Counselor ☐ Librarian ☐ Resource Instructor ☐ Other - Specify: _____

☐ Contract, 1st Year ☐ Contract, 2nd Year ☐ Contract, 3rd Year ☐ Contract, 4th Year

[Use additional sheet(s) if necessary.]

A. PROFESSIONAL QUALITIES *(To be answered for ALL FACULTY.)*

1. Professionalism	**Satisfact. Or Better**	**Satisfact. but Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Keeps current in discipline.					
b. Has good rapport with colleagues.					
c. Accepts criticism.					
d. Submits required departmental reports/information, including census, positive attendance, and/or grade sheets on time.					
e. Maintains adequate and appropriate records.					
f. Observes health and safety regulations.					
g. Demonstrates sensitivity in working with students, faculty, and staff from diverse academic, socioeconomic, cultural, sexual orientations, disabilities, and ethnic backgrounds.					
h. Attends required meetings.					

Comment on the professionalism of this instructor.

_____

_____

_____

2. Professional Contributions	**Satisfact. Or Better**	**Satisfact. but Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Makes contributions to the discipline/ department/district.					
b. Serves effectively on special assignments, instructionally-related assignments, committees, projects, and research and development areas as needed by the discipline/department/district.					
c. Bears an appropriate share of faculty responsibilities.					

Comment on the professional contributions of this instructor.

_____

_____

_____

[Complete the section(s) that apply.]

B. JOB PERFORMANCE – CLASSROOM INSTRUCTORS (INCLUDES DISTANCE EDUCATION)

☐ **Course Observation**

☐ **Video Observation**

1. Course Content *(To be answered for all CLASSROOM FACULTY.)*	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. The course content is up to date and appropriate.					
b. The course content is taught in an approach that is acceptable to the discipline/department.					
c. The class segment observed and any materials furnished were pertinent to the course outline.					
d. The class is taught at an appropriate level.					
e. The pacing of the class is appropriate to the level and the material presented.					

Comment on the course content and the subject knowledge of the instructor.

_____

_____

2. Course Presentation *(To be answered for all CLASSROOM FACULTY.)*	Satisfact. or Better	Satisfact. but Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Establishes a student-instructor relationship conducive to learning.					
b. Communicates ideas clearly, concisely, and effectively.					
c. Demonstrates sensitivity to the learning difficulties of the student.					
d. Stimulates students' interest in the field and their desire to learn.					
e. Tests students' progress in valid and appropriate ways.					
f. Uses class time efficiently (classroom observation only).					
g. Student-instructor contact is timely and appropriate (Distance Education only).					
h. Course structure is consistent and easy to navigate (Distance Education only).					

Comment on the course presentation of the instructor.

_____

_____

_____

[*When this section has been completed, continue with Section D - Overall Rating.*]

C. NON-CLASSROOM FACULTY (Librarians, Counselors, Resource Instructors, Others)

1. ***This section to be answered only for LIBRARIANS.***	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Provides students with instruction and materials, at the reference desk, that are appropriate for their needs; is able to refer students when necessary.					
b. Maintains effective communication and outreach to department and program faculty as assigned.					
c. Contributes to building, organizing, and maintaining library collections and resources.					
d. Communicates ideas clearly, concisely, and effectively during workshops and instructional sessions at the reference desk.					
e. Presents material in ways that actively engages student learning in workshops and at the reference desk.					
f. Strives to maintain an environment conducive to study, research, reading, and learning.					

Comment on the performance of this faculty member in relation to the section above.

2. ***This section to be answered only for COUNSELORS.***	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Provides opportunities for counselees to express concerns, listens well, and is accessible to students.					
b. Helps students define problems, and is able to support counselees in seeking solutions to their problems.					
c. Researches questions brought by counselees or directs counselees to appropriate sources of information/assistance when advisable.					
d. Keeps current with District classes, programs, and resources for students.					
e. Demonstrates knowledge of District policies and procedures affecting students.					
f. Communicates well with faculty in other departments.					
g. Communicates ideas clearly, concisely, and effectively during workshops and classes, using an approach that is acceptable and in alignment with the discipline.					

Comment on the performance of this faculty member in relation to the section above.

3. *This section to be answered only for RESOURCE INSTRUCTORS.*	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Responds to instructors' resource needs.					
b. Develops instructional resources.					

Comment on the performance of this faculty member in relation to the section above.

4. *This section to be answered only for ALL OTHER NON-CLASSROOM FACULTY.*	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Communicates well with faculty, staff, students, and administrators as appropriate.					
b. Keeps current with District policies and programs.					

Comment on the performance of this faculty member in relation to the section above.

Additional Criteria for Non-classroom Faculty May be Determined by Discipline/Department.
(See Department Head/Dean/Director.) (Must have approval of District and Union.)

D. IMPROVEMENT SINCE LAST EVALUATION

1. ***This section to be answered for ALL FACULTY.***	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Seeks to improve in those areas where deficiencies were noted in previous evaluations.					
b. Maintains and updates tenure review portfolio.					
c. Endeavors to be well-informed of departmental and college goals, needs, regulations, etc.					

Comment on this employee's progress since the last evaluation *(Please give detailed comments on a., b., and c. above):*

E. OVERALL RATING - ALL FACULTY

1. Strengths/Outstanding Performance Areas:_____

2. Plans for Improvement:_____

3. Summary*:* How do you rate overall performance of this faculty member?_____

To be completed when this form is used as the working document for a visitation:

PRE-CONFERENCE: _____ _____
DATE TIME

VISITATION: _____ _____
DATE TIME

POST-CONFERENCE:_____ _____
DATE TIME

SIGNATURE PAGE

EVALUATEE (Please Print):_____

Department_____ Semester_____

TENURE REVIEW COMMITTEE RECOMMENDATION TO BOARD OF TRUSTEES

(See Article 9.D.7 for details)

Year	Fall	Spring
1	**First Semester** ❑ Contract should be renewed for one year effective the fall semester of the next academic year ❑ Contract should not be renewed	**Second Semester** ❑ Contract should be renewed for one year effective the fall semester of the next academic year ❑ We affirm the previous semester's recommendation that the contract should not be renewed
2	**Third Semester** ❑ Contract should be renewed for two years effective the fall semester of the next academic year ❑ Contract should not be renewed	**Fourth Semester** ❑ Contract should be renewed for two years effective the fall semester of the next academic year ❑ We affirm the previous semester's recommendation that the contract should not be renewed
3	**Fifth Semester** *No recommendation required*	**Sixth Semester** *No recommendation required*
4	**Seventh Semester** ❑ Tenure should be granted effective the fall semester of the next academic year ❑ Tenure should be denied	

*NOTE: In the evaluation of contract employees, the base-line first semester of employment is deemed to be the first fall semester of employment.

EVALUATION TEAM

Please Print Names:	***Signatures:***	***Date:***	
1. _____ **COMMITTEE CHAIR**	1._____	_____	☐ I do not concur.
2. _____ **DEPARTMENT CHAIR**	2._____	_____	☐ I do not concur.
3. _____	3._____	_____	☐ I do not concur.
4. _____	4._____	_____	☐ I do not concur.
5. _____	5._____	_____	☐ I do not concur.
6. _____	6._____	_____	☐ I do not concur.
7. _____	7._____	_____	☐ I do not concur.
8. _____	8._____	_____	☐ I do not concur.

NOTE: An evaluator who does not concur must attach a dissenting report.

I have had an opportunity to read this evaluation.

Evaluatee Comments, if any: _____

_____

_____

Signature of Evaluatee: _____ Date: _____

(The signature of the evaluatee shall not necessarily indicate agreement with the opinions expressed but only that she/he has had an opportunity to read this report.)

I have had an opportunity to read this evaluation, and I do not concur.

Check one: ☐ I have attached a rebuttal.

☐ I will forward a rebuttal within one week.

Signature of Evaluatee: _____ Date: _____

The evaluatee has refused to sign this evaluation.

Committee Chair Signature: _____ Date: _____

A. Tenure Review and the Criteria Related to Exceptional Circumstances for Early Tenure Consideration

Tenure Review is a four-year process during which the institution gives support and positive reinforcement to probationary instructors. The tenure review process is a period of time when peers have the opportunity to work closely together in a mutually supportive manner, give each other assistance, resources, and the opportunity to discuss ideas and teaching techniques. Hence, the four-year tenure review period is one of validation, intended as a positive experience which sets the tone for the professional life of a new full-time instructor in this District.

Only in rare and exceptional circumstances is this period shortened and an individual faculty member is given the opportunity to be reviewed for tenure earlier than four years. Of course, being given the opportunity to go through an early tenure review process does not guarantee the awarding of early tenure or tenure after four years.

Qualifying elements and the criteria that comprise "Exceptional Circumstances" are as follows:

1. Senior Faculty member (with extensive experience as a tenured faculty member) from another community college or institution of higher education hired as faculty by the college because of his/her outstanding track record, expertise, and commitment to students and quality instruction; or,

2. The reputational qualities and contributions of the individual to a particular field and/or discipline are such that he or she is worthy of state/national/international recognition and the expectation is that this individual will bring same to the college, and have a dramatic qualitative impact on the program/college.

3. The individual faculty member in the early tenure review process must necessarily be engaged in a full-time faculty assignment. Approved release time opportunities for activities directly related to the academic mission of the institution shall not automatically disqualify an early tenure candidate from consideration; however, extensive time spent away from teaching during an abbreviated tenure review process may deprive a faculty member's department of their ability to assess his/her teaching ability and contributions. Such approved released time opportunities may include Union service of benefit to the College, as referenced in 4.f., below.

4. In terms of New Probationary Faculty with previous years of City College experience as a Part-time Faculty member, the following considerations should apply:

    a) All candidates must satisfy condition number three above;

b) Consideration of the extent to which candidate may meet criteria one, or two, above; or

c) Long-term and consistent service as a part-time faculty member at City College, and,

d) At least 8 years of continuous academic service leading up to full-time status, should be at the level of an average of at least 50% academic service (this means consecutive, immediately prior service at City College, provided that approved absences under Article 13-1.H shall not be viewed as a break in service and may, depending on the activity, be counted as applicable service under this section); and,

e) Documented evidence of sustained performance at a truly exceptional level, with a particular emphasis on teaching or other academic services (library, counseling, etc.). The potential applicant must show evidence of strong/outstanding teacher evaluations leading up to full-time status and during the period of Tenure Review; and,

f) Documented evidence of a significant, high quality, and sustained level of involvement in College Service and in this area, the emphasis must be on college-wide service and not exclusively departmental. The latter distinction is critically important. Effective and high quality involvement in Departmental Committees which tie directly into college-wide issues related to teaching and learning, budget, curriculum, personnel, and facilities could be eligible to qualify as college-wide service. Involvement in various committees of shared governance, self-study, etc., would clearly qualify. Also eligible for consideration is work on employee relations or legislative programs of benefit to the College, which may include Union work (e.g., service on the Union negotiations team or service as a Union officer, including Grievance Officer, or Union work on behalf of legislative initiatives benefiting community colleges).

g) "Exceptional circumstances" is not synonymous with a long history of hourly/part-time faculty assignments.

B. Application of the Early Tenure Review Criteria

1. In the first or third semester of employment (as defined by Article 9 D.7.1 and 9.D.7.1.1), the Tenure Review Committee ("Committee") has the opportunity to measure the faculty member's qualifications against the criteria in Section A to determine if consideration for early tenure is warranted. The following applies:

a) A faculty member may initiate a request for consideration for early tenure based on the criteria in Section A above by submitting to the Committee the appropriate form (FORM 1) by the end of the sixth week of instruction. In so requesting, the faculty member shall consent to the Committee's review of the faculty member's application for employment.

b) During the semester in which the faculty member submits FORM 1, the Committee shall assess the faculty member's readiness for early tenure consideration in light of the criteria in Section A, the faculty member's application for employment, the content of the tenure review evaluation document and the information provided in FORM 1. The Committee shall complete FORM 2, specially addressing the question of the extent to which the candidate meets the criteria set forth in Section A. The Committee shall submit the completed FORM 1 and FORM 2 to the Chancellor or designee by the end of the sixteenth week of instruction.

c) By unanimous vote of all members of the Committee or within one vote of being unanimous, the Committee may decide to recommend the faculty member as a candidate for early tenure. Should the appropriate number of members of the Committee so decide, the Committee shall submit their recommendation for early tenure consideration using FORM 3**.** This recommendation shall be submitted to the Chancellor or designee by the end of the sixteenth week of instruction, with each member of the Committee affirming his/her vote.

2. The Chancellor has the sole discretion to determine whether to advance a faculty member for consideration for early tenure. However, if the Chancellor is not inclined to support a recommended candidate for early tenure consideration, the Chancellor will meet with the Tenure Review Committee to allow for a discussion of perspectives before making a final decision, which shall not be subject to review.

3. In the event that the Chancellor determines that a faculty member is to be afforded early tenure consideration, he or she shall so advise the Committee and faculty member by the end of the first week of instruction in the Spring semester. **(**FORM 4)

4 If the faculty member is approved for consideration as a candidate for early tenure, the Committee shall evaluate the candidate in the second, third, and fourth semester (as defined by Article 9.D.7.1 and 9.D.7.1.1), unless the candidate has been granted early tenure in a previous semester. In each evaluation, the Committee and faculty member shall complete FORM 5, specifically assessing the candidate in light of the

evaluation criteria. The Committee and faculty member shall complete their forms by the end of the sixteenth week of instruction.

5. In the second, third or fourth semester, the Committee shall determine whether to recommend the candidate for early tenure. In order to make a positive recommendation, the Committee must reasonably conclude, based on the evaluations, that the instructor has demonstrated outstanding service to the District, above and beyond the "satisfactory or better" rating necessary to attain tenure after four years, consistent with the "rare and exceptional" finding originally made by the District. The decision to award early tenure will most likely be made at the conclusion of the fourth semester. However, the Committee has the discretion to make this recommendation in the second or third semester. Candidates who have only three years of tenure review by virtue of application of Article 9.D.7.1.1 will, as a result, have the opportunity for only one year of early tenure review. Should the Committee decide to recommend early tenure by appropriate vote (per Article 9.D.7, unanimous or within one vote of being unanimous), they shall so certify on FORM 5 and shall transmit their recommendation to the Chancellor or designee for consideration at the end of the sixteenth week of instruction.

6. If the Committee recommends early tenure, the recommendation shall be submitted to the Chancellor for review prior to submission to the Board. In the event that the Chancellor agrees that early tenure is appropriate, he or she shall so recommend to the Board. If the Chancellor is not inclined to support a recommended candidate for early tenure, the Chancellor will meet with the tenure review committee to allow for a discussion of perspectives. Thereafter, if the Committee maintains its recommendation, the matter shall be referred to the Board per the provisions of 9.D.7.9. If the Committee does not recommend early tenure, the declination shall not proceed to the Board and not be reviewable. The final determination to grant early tenure is within the sole discretion of the Board and shall not be subject to review.

7. In the second semester, the Committee shall follow the recommendation/ decision process in Article 9.D.7.3. If the Committee does not recommend early tenure at the conclusion of the second semester, (a) the declination to recommend early tenure shall not proceed to the Board, and (b) assuming renewal of the contract, a third semester evaluation is required, per Article 9.D.7.4.

8. In the third semester, the Committee shall follow the recommendation/decision process in Article 9.D.7.4. If the Committee does not recommend early tenure at the conclusion of the third semester, (a) the declination to recommend early tenure shall not proceed to the Board, and (b) assuming renewal of the contract, a fourth semester evaluation is required, per Article 9.D.7.5.

9. In the fourth semester, the Committee shall follow the recommendation/ decision process in Article 9.D.7.5. If the Committee does not recommend early tenure at the conclusion of the fourth semester, (a) the declination to recommend early tenure shall not proceed to the Board, and (b) assuming renewal of the contract, the provisions of Article 9.D.4.3.5 shall apply. This means that the Committee will conduct a fifth and seventh semester evaluation, with the final decision regarding tenure being made in the seventh semester per 9.D.7.6.

10. In connection with early tenure, where the Board does not affirm the recommendation of the Committee, and upon request of the Committee Chairperson, the Chancellor or designee may meet with the Committee, prior to the next series of evaluations, to provide guidance.

C. The standards for early tenure consideration and conferral are unique. They are not intended to, and shall not, modify the standards that apply for four-year tenure determinations.

D. This Exhibit K does not affect or limit employee's Tenure Review Grievance rights under Article 22.F., including the provisions, timelines and procedures set forth in 22.F.2 - 22.F.5.

[FORM 1]
San Francisco Community College District

SELF EVALUATION GUIDELINES
REQUEST FOR EARLY TENURE REVIEW

Name _____ Assignment_____

□ Instructor □ Counselor □ Librarian □ Other (*Specify)*:_____

Tenure is a four-year process during which the institution gives support and positive reinforcement to probationary instructors. Only in rare and exceptional circumstances is this period shortened and an individual faculty member given the opportunity to be reviewed for tenure earlier than four years. Of course, being given the opportunity to go through an early tenure review process does not guarantee the awarding of early tenure or tenure after four years.

Please indicate how or in what manner you exhibit the following qualifying elements or criteria that comprise "Exceptional Circumstances."

A. NEW PROBATIONARY-FACULTY WITHOUT PRIOR YEARS OF PART-TIME SERVICE AT CITY COLLEGE

PLEASE PROVIDE A DETAILED EXPLANATION OF HOW YOU MEET THE FOLLOWING CRITERIA:

1. You were a Tenured Senior Faculty member at another community college or institution of higher education with an outstanding track record, expertise, and commitment to students and quality instruction; **or**

2. Your reputational qualities and contributions to a particular field and/or discipline are worthy of state, national, or international recognition and the expectation is that you will bring same to the college, and have a dramatic qualitative impact on the program/college.

B. NEW PROBATIONARY-FACULTY WITH PREVIOUS YEARS OF CITY COLLEGE EXPERIENCE AS A PART-TIME FACULTY MEMBER

PLEASE PROVIDE A DETAILED EXPLANATION OF HOW YOU MEET THE FOLLOWING CRITERIA:

1. You were a Tenured Senior Faculty member at another community college or institution of higher education with an outstanding track record, expertise, and commitment to students and quality instruction; **or**

2. Your reputational qualities and contributions to a particular field and/or discipline worthy of state, national, or international recognition and the expectation is that you will bring same to the college, and have a dramatic qualitative impact on the program/college; **or**

3. You meet all of the following criteria:

   a) Long-term and consistent service as a part-time faculty member at City College, at least 10 years; **and**

   b) At least 8 years of continuous academic service leading up to full-time status, should be at the level of at least 50% pro rata academic service (this means consecutive, immediately prior service at City College, provided that approved absences under Article 13-1.H shall not be viewed as a break in service and may, depending on the activity, be counted as applicable service under this section); **and**

   c) Documented evidence of sustained performance at a truly exceptional level, with a particular emphasis on teaching or other academic services (library, counseling, etc.). You must show evidence of strong/outstanding teacher evaluations leading up to full-time status and during the period of Tenure Review; **and**

   d) Documented evidence of a significant, high quality, and sustained level of involvement in College Service and in this area, the emphasis must be on college-wide service and not exclusively departmental. The latter distinction is critically important. Effective and high quality involvement in Departmental Committees which tie directly into college-wide issues related to teaching and learning, budget, curriculum, personnel, and facilities could be eligible to qualify as college-wide service. Involvement in various committees of shared governance, self-study, etc., would qualify. Also eligible for consideration is work on employee relations or legislative programs of benefit to the College, which may include Union work (e.g., service on the Union negotiations team or service as a union officer, including grievance officer, or work on behalf of legislative initiatives benefiting community colleges).

Note: Per Exhibit K, Section A.3, to qualify for early tenure, you must necessarily be engaged in a full-time faculty assignment. Approved release time opportunities for activities directly related to the academic mission of the institution will not automatically disqualify you from consideration. However, extensive time spent outside away from teaching during an abbreviated tenure review process may deprive your department of their ability to assess your teaching ability and contributions. Such approved release time opportunities may include Union service of benefit to the College as referenced in Exhibit K, Section A.4.f.

[FORM 2]
San Francisco Community College District

EARLY TENURE REVIEW REQUEST EVALUATION
FOR CONTRACT EMPLOYEES

[Note: this form is to be completed by the end of the sixteenth week of instruction.]

Name_____ Assignment_____

□ Instructor □ Counselor □ Librarian □ Other (*Specify)*:_____
□ Contract 1st Year □ Contract 2nd Year

[Please attach supporting documentation]
[Use additional sheets if necessary]

Tenure is a four-year process during which the institution gives support and positive reinforcement to probationary instructors. Only in rare and exceptional circumstances is this period shortened and an individual faculty member given the opportunity to be reviewed for tenure earlier than four years. Of course, being given the opportunity to go through an early tenure review process does not guarantee the awarding of early tenure or tenure after four years.

Please indicate how or in what manner the candidate exhibits the following qualifying elements or criteria that comprise "Exceptional Circumstances."

A. NEW PROBATIONARY-FACULTY WITHOUT PRIOR YEARS OF PART-TIME SERVICE AT CITY COLLEGE

PLEASE PROVIDE A DETAILED EXPLANATION OF HOW THE CANDIDATE MEETS THE FOLLOWING CRITERIA:

1. Tenured Senior Faculty member at another community college or institution of higher education with an outstanding track record, expertise, and commitment to students and quality instruction; **or**

2. The reputational qualities and contributions of the individual to a particular field and/or discipline are worthy of state, national, or international recognition and the expectation is that the individual will bring same to the college, and have a dramatic qualitative impact on the program/college.

B. NEW PROBATIONARY-FACULTY WITH PREVIOUS YEARS OF CITY COLLEGE EXPERIENCE AS A PART-TIME FACULTY MEMBER

PLEASE PROVIDE A DETAILED EXPLANATION OF HOW THE INDIVIDUAL MEETS THE FOLLOWING CRITERIA:

1. Tenured Senior Faculty member at another community college or institution of higher education with an outstanding track record, expertise, and commitment to students and quality instruction, **or**

2. The reputational qualities and contributions of the individual to a particular field and/or discipline worthy of state, national, or international recognition and the expectation is that the individual will bring same to the college, and have a dramatic qualitative impact on the program/college; **or**

3. The individual meets all of the following criteria:

   a) Long-term and consistent service as a part-time faculty member at City College, at least 10 years; **and**

   b) At least 8 years of continuous academic service leading up to full-time status, should be at the level of at least 50% pro rata academic service (this means consecutive, immediately prior service at City College, provided that approved absences under Article 13-1.H shall not be viewed as a break in service and may, depending on the activity, be counted as applicable service under this section); **and**

   c) Documented evidence of sustained performance at a truly exceptional level, with a particular emphasis on teaching or other academic services (library, counseling, etc.). The individual must show evidence of strong/outstanding teacher evaluations leading up to full-time status and during the period of Tenure Review; **and**

   d) Documented evidence of a significant, high quality, and sustained level of involvement in College Service and in this area, the emphasis must be on college-wide service and not exclusively departmental. The latter distinction is critically important. Effective and high quality involvement in Departmental Committees which tie directly into college-wide issues related to teaching and learning, budget, curriculum, personnel, and facilities could be eligible to qualify as college-wide service. Involvement in various committees of shared governance, self-study, etc., would qualify. Also eligible for consideration is work on employee relations or legislative programs of benefit to the College, which may include Union work (e.g., service on the Union negotiations team or service as a union officer, including grievance officer, or work on behalf of legislative initiatives benefiting community colleges).

Note: Per Exhibit K, Section A.3, to qualify for early tenure, the individual must necessarily be engaged in a full-time faculty assignment. Approved release time opportunities for activities directly related to the academic mission of the institution will not automatically disqualify an early tenure candidate from consideration. However, extensive time spent outside away from teaching during an abbreviated tenure review process may deprive a faculty member's department of their ability to assess his/her teaching ability and contributions. Such approved release time opportunities may include Union service of benefit to the College *as referenced in Exhibit K, Section A.4.f.*

[FORM 3]

RECOMMENDATION FOR EARLY TENURE REVIEW OF

_____

Whereas Tenure is a four-year process during which the institution gives support and positive reinforcement to probationary instructors; and

Whereas Only in rare and exceptional circumstances is this period shortened and an individual faculty member given the opportunity to be reviewed for tenure earlier than four years; and

Whereas The members of the Tenure Review Committee whose signatures appear below have reviewed the record and accomplishments of the above-named faculty member; and

Whereas The members of the Tenure Review Committee whose signatures appear below believe the aforementioned record and accomplishments demonstrate the requisite rare and exceptional circumstances necessary to support a recommendation for early tenure review;

The Undersigned hereby request and recommend the above-named faculty member as a candidate for consideration of early tenure.

_____ _____

_____ _____

_____ _____

_____ _____

The following committee member dissents from the recommendation for early tenure:

_____

[FORM 4]

APPROVAL OF EARLY TENURE REVIEW FOR

Whereas Tenure is a four-year process during which the institution gives support and positive reinforcement to probationary instructors; and

Whereas Only in rare and exceptional circumstances is this period shortened and an individual faculty member given the opportunity to be reviewed for tenure earlier than four years; and

Whereas The members of the Tenure Review Committee for the above-named instructor have recommended that the above-named instructor be given the opportunity to be reviewed for tenure earlier than four years; and

Whereas I have determined the above-named instructor's record and accomplishments demonstrate the requisite rare and exceptional circumstances necessary to support a recommendation for early tenure review;

The recommendation of the Tenure Review Committee is hereby approved.

The above-named instructor shall be reviewed for early tenure.

_____ _____

Chancellor Date

[FORM 5]

San Francisco Community College District

PEER-MANAGEMENT EVALUATION FORM

FOR CONTRACT EMPLOYEES UNDER EARLY TENURE REVIEW

[To be used only when the Chancellor has determined that the faculty member is to be afforded consideration for early tenure.]

Name_____ Department_____

☐ Instructor ☐ Counselor ☐ Librarian ☐ Resource Instructor ☐ Other - Specify: _____

☐ Contract, 1st Year ☐ Contract, 2nd Year

[Use additional sheet(s) if necessary.]

A. PROFESSIONAL QUALITIES *(To be answered for ALL FACULTY.)*

1. Professionalism	Outstanding	Satisfact. Or Better	Satisfact. but Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Keeps current in discipline.						
b. Has good rapport with colleagues.						
c. Accepts criticism.						
d. Submits required departmental reports/informa-tion, including census, positive attendance, and/or grade sheets on time.						
e. Maintains adequate and appropriate records.						
f. Observes health and safety regulations.						
g. Demonstrates sensitivity in working with students, faculty, and staff from diverse academic, socioeconomic, cultural, sexual orientations, disabilities, and ethnic backgrounds.						
h. Attends required meetings.						

Comment on the professionalism of this instructor.

_____

_____

2. Professional Contributions	Outstanding	Satisfact. Or Better	Satisfact. but Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Makes contributions to the discipline/ department/district.						
b. Serves effectively on special assignments, instructionally-related assignments, committees, projects, and research and development areas as needed by the discipline/department/district.						
c. Bears an appropriate share of faculty responsibilities.						

Comment on the professional contributions of this instructor.

_____

_____

_____

[Complete the section(s) that apply.]

B. JOB PERFORMANCE – CLASSROOM INSTRUCTORS (INCLUDES DISTANCE EDUCATION)

☐ **Course Observation**

☐ **Video Observation**

1. Course Content *(To be answered for all CLASSROOM FACULTY.)*	Outstanding	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. The course content is up to date and appropriate.						
b. The course content is taught in an approach that is acceptable to the discipline/department.						
c. The class segment observed and any materials furnished were pertinent to the course outline.						
d. The class is taught at an appropriate level.						
e. The pacing of the class is appropriate to the level and the material presented.						

Comment on the course content and the subject knowledge of the instructor.

2. Course Presentation *(To be answered for all CLASSROOM FACULTY.)*	Outstanding	Satisfact. or Better	Satisfact. but Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Establishes a student-instructor relationship conducive to learning.						
b. Communicates ideas clearly, concisely, and effectively.						
c. Demonstrates sensitivity to the learning difficulties of the student.						
d. Stimulates students' interest in the field and their desire to learn.						
e. Tests students' progress in valid and appropriate ways.						
f. Uses class time efficiently (classroom observation only).						
g. Student-instructor contact is timely and appropriate (Distance Education only).						
h. Course structure is consistent and easy to navigate (Distance Education only).						

Comment on the course presentation of the instructor.

[*When this section has been completed, continue with Section D - Overall Rating.*]

C. NON-CLASSROOM FACULTY (Librarians, Counselors, Resource Instructors, Others)

1. ***This section to be answered only for LIBRARIANS.***	Outstanding	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Provides students with instruction and materials, at the reference desk, that are appropriate for their needs; is able to refer students when necessary.						
b. Maintains effective communication and outreach to department and program faculty as assigned.						
c. Contributes to building, organizing, and maintaining library collections and resources.						
d. Communicates ideas clearly, concisely, and effectively during workshops and instructional sessions at the reference desk.						
e. Presents material in ways that actively engages student learning in workshops and at the reference desk.						
f. Strives to maintain an environment conducive to study, research, reading, and learning.						

Comment on the performance of this faculty member in relation to the section above.

_____

_____

2. ***This section to be answered only for COUNSELORS.***	Outstanding	Satisfact. or Better	Satisfact. But Needs Improv.	Unsatis-factory	Not Observed	Not Applicable
a. Provides opportunities for counselees to express concerns, listens well, and is accessible to students.						
b. Helps students define problems, and is able to support counselees in seeking solutions to their problems.						
c. Researches questions brought by counselees or directs counselees to appropriate sources of information/assistance when advisable.						
d. Keeps current with District classes, programs, and resources for students.						
e. Demonstrates knowledge of District policies and procedures affecting students.						
f. Communicates well with faculty.						
g. Communicates ideas clearly, concisely, and effectively during workshops and classes, using an approach that is acceptable and in alignment with the discipline.						

Comment on the performance of this faculty member in relation to the section above.

_____

_____

3. *This section to be answered only for RESOURCE INSTRUCTORS.*	**Outstanding**	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Responds to instructors' resource needs.						
b. Develops instructional resources.						

Comment on the performance of this faculty member in relation to the section above.

4. *This section to be answered only for ALL OTHER NON-CLASSROOM FACULTY.*	**Outstanding**	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Communicates well with faculty, staff, students, and administrators as appropriate.						
b. Keeps current with District policies and programs.						

Comment on the performance of this faculty member in relation to the section above.

Additional Criteria for Non-classroom Faculty May be Determined by Discipline/Department.
(See Department Head/Dean/Director.) (Must have approval of District and Union.)

D. IMPROVEMENT SINCE LAST EVALUATION

1. ***This section to be answered for ALL FACULTY.***	**Outstanding**	**Satisfact. or Better**	**Satisfact. But Needs Improv.**	**Unsatis-factory**	**Not Observed**	**Not Applicable**
a. Seeks to improve in those areas where deficiencies were noted in previous evaluations.						
b. Maintains and updates tenure review portfolio.						
c. Endeavors to be well-informed of departmental and college goals, needs, regulations, etc.						

Comment on this employee's progress since the last evaluation? *(Please give detailed comments on a., b., and c. above):*

E. OVERALL RATING - ALL FACULTY

1. Strengths/Outstanding Performance Areas:_____

_____

_____

2. Plans for Improvement:_____

_____

_____

3. Summary*:* How do you rate overall performance of this faculty member?_____

_____

_____

_____

_____

To be completed when this form is used as the working document for a visitation:

PRE-CONFERENCE:_____ _____
DATE TIME

VISITATION: _____ _____
DATE TIME

POST-CONFERENCE:_____ _____
DATE TIME

RECOMMENDATION

EVALUATEE (Please Print): _____

Department: _____ Semester: _____

TENURE REVIEW COMMITTEE RECOMMENDATION TO CHANCELLOR/BOARD OF TRUSTEES
(for details, see Article 9, Section D.7 and Exhibit K, Section B)

Semester	Recommendation (check one)
2	❑ Tenure should be granted effective the fall semester of the next academic year. ❑ Readiness for early tenure should be reassessed in the third semester.
3	❑ Tenure should be granted effective the fall semester of the next academic year. ❑ Contract should be renewed for two years effective the fall semester of the next academic year. Readiness for early tenure should be reassessed in the fourth semester. ❑ Contract should not be renewed.
4	❑ Tenure should be granted effective the fall semester of the next academic year. ❑ Contract should be renewed for two years effective the fall semester of the next academic year. We will continue the tenure evaluation process and make a recommendation for or against the conferral of tenure in semester 7. ❑ We affirm the previous semester's recommendation that the contract should not be renewed.

PROFESSIONAL DEVELOPMENT PLAN

I. PURPOSE

City College of San Francisco is committed to fostering the continued professional growth of its faculty, and recognizes the mutual advantage which results when Faculty increase their education and training. The procedure set forth herein is designed to foster, encourage and assist faculty members in approaching their own professional development in an organized, long-term manner through the use of pre-approved multi-year Professional Development Plans.

Under this pilot program, faculty have the option of developing a long-term professional development plan that can clarify and help focus each faculty member's professional goals and a plan towards reaching them. Faculty participating in the program may gain pre-approval for a course of study involving an array of courses and/or seminars consistent with the faculty member's development plan rather than approving courses on a course-by-course basis as provided in Article 20 Section D. The criteria outlined herein for approval of a faculty member's professional development plan are broader than the criteria of Article 20 Section D, since they are tied to the College's Strategic Plan.

This procedure is intended to support and further the eight (8) Strategic Priorities set forth in the College's Strategic Plan, and shall be implemented and utilized in a fashion consistent with that intent. Those eight (8) Priorities are:

1. Increasing student success, as demonstrated by student learning outcomes;
2. Strengthening and improving academic programs;
3. Expanding programs to meet educational and training needs related to workforce, economic, and community development;
4. Expanding campus outreach and recruitment, increasing access to educational opportunities for all those in need;
5. Increasing the quality and accessibility of student development services;
6. Identifying and promoting strategies to ensure stabilized funding resources;
7. Upgrading and expanding technology utilization; and
8. Promoting a dynamic organizational climate and promoting diversity.

II. TERM OF THE PILOT PROGRAM

The Parties shall evaluate the program in EXHIBIT L in Fall 2008. Unless the parties evaluate and expressly extend or modify the program by the last day of Fall Semester 2008, it shall "sunset at that time" and no new Plans shall be initiated after that date absent express mutual agreement between the District and AFT.

III. PROCEDURES

A. INITIAL SELF ASSESSMENT

All faculty members who wish to develop a Professional Development Plan shall begin by conducting a self-assessment using the attached Self-Assessment Survey [ATTACHMENT A].

B. DEVELOPMENT AND SUBMISSION OF INITIAL PLAN

1. After completing a Self-Assessment Survey and based upon the information provided therein, participating faculty members shall propose a Plan to the School Dean by means of the attached Professional Development Plan form [Attachment B]. Completed forms shall be submitted (with Self-Assessment Survey attached) to the School Dean no later than 60 days prior to the commencement of the course(s)/seminar(s).

2. Professional Development Plans may be proposed covering up to a three year period, and shall in all cases include:

   a) A clear statement of the faculty member's goals;

   b) A clear explanation of how each goal will further the Priorities set forth in the College's Strategic Plan;

   c) A timeline for completion of each goal;

   d) A description of how the accomplishment of each goal is proposed to be demonstrated or assessed; and

   e) A listing of all courses to be taken during the Plan period, from accredited institutions including:

      - Course/Seminar Title;
      - Course Number;
      - Brief Description of the Course/Seminar;
      - Location and Time;
      - Credit Value; and
      - An explanation of the relevance of the Course/Seminar to the overall Plan.

   f) Seminar(s), workshop(s) and/or coursework not from an accredited institution may also be submitted for approval as part of an overall plan:

      - Course/Seminar/Workshop Title;

- Course Number (if available);
- Brief Description of the Course/Seminar/Workshop;
- Location and Time;
- Credit Value/Units Equivalence (See III.C.5); and
- An explanation of the relevance of the Course/Seminar/Workshop to the overall Plan.

3. The School Dean may (1) accept the proposed Plan without modifications, (2) suggest modifications to the Plan, or (3) reject the proposed Plan. Depending on the scope of the proposed plan, the School Dean may wish to consult with other School Deans or Administrators. Plans approved by the School Dean will be submitted to the appropriate Vice-Chancellor for final approval.

4. If the School Dean rejects the plan or suggests modifications, and the Faculty member disagrees with that decision or the suggestions made, he or she may within twenty (20) days request review by the Vice Chancellor. In all cases, decisions of the Vice Chancellor shall be final.

5. A copy of the Plan signed by the Vice Chancellor shall be provided to the faculty member upon final approval, with copies to the School Dean, the Office of Human Resources, and the appropriate Department Chair.

C. IMPLEMENTATION OF PLAN

1. Participating faculty members seeking column advancement are solely responsible for implementing and following through upon Plans once approved. Proof of completed coursework pursuant to the Plan shall be submitted to the Office of Human Resources.

2. Documentation must consist of official transcripts mailed directly to the District by the granting institution, except as provided in paragraph C.5 below. Each faculty member is solely responsible for requesting and arranging for the payment of the official transcript.

3. All course units are to be from accredited institutions, except as provided in paragraph No. 5 below. Semester units are assumed for purposes of computing applicable course units. Quarter units shall be converted to semester units using established District formula. (Multiply the number of quarter units by 2/3 or 0.667.) After all quarter hours have been totaled and converted to semester units, partial unit totals shall be rounded to the closest whole number; .5 and above shall be counted as one (1).

4. Graduate course units (as defined by the course numbering system of the granting institution) determined to be appropriate for column advancement purposes but insufficient in number to place the faculty member on the next column shall be considered to be vested units. Vested units may be credited toward future column advancement.

5. Continuing education courses sponsored by an accredited institution approved in advance by the appropriate School Dean and Vice Chancellor shall be granted two (2) units for every three (3) continuing education units. (Multiply the number of continuing education units by 2/3 or 0.667.) Continuing education courses sponsored by organizations other than an accredited institution will be given credit pursuant to paragraph six below.

6. Courses, seminars and/or workshops sponsored by accredited institutions that do not assign a unit value or sponsored by organizations other than accredited institutions approved in advance by the School Dean and Vice Chancellor shall be granted one unit for 16 hours of attendance and an outside study assignment. If there is no outside study assignment, one unit of credit shall be granted for 32 hours of attendance. Verification of attendance and completion of seminar must be submitted to the Office of Human Resources as soon as possible after completion.

7. In the event that a faculty member wishes to modify his/her approved plan, any substitutions or alterations of courses included in the approved Plan must be approved in advance in writing by the appropriate School Dean and Vice Chancellor. The decision of the Vice Chancellor regarding the appropriateness of any substituted or altered course shall be final, and communicated to the School Dean, the Office of Human Resources, and the appropriate Department Chair.

8. Official transcripts must be submitted to the Human Resources Department immediately upon receipt but must be submitted by November 30 to affect salary for that current Academic Year.

D. ANNUAL REVIEW

1. Before the end of each Academic Year, all participating faculty members shall consult with the School Dean to review the Faculty member's progress and evaluate the continued appropriateness of the Plan.

2. During the Annual Review, a Faculty member subject to a multi-year Plan may propose to amend his or her Plan by adding, deleting, or changing goals or components as appropriate.

3. In response to that proposal, the School Dean may accept the modification, suggest an alternative modification, or reject the modification. Modifications approved by the School Dean shall be submitted to the Vice Chancellor for final approval.

4. If the School Dean rejects the modification or suggests modification, and the faculty member disagrees with that decision or the suggestion made, he or she may within twenty (20) days request review by the Vice Chancellor. In all cases, the decision of the Vice Chancellor shall be final.

5. A copy of the modified Plan signed by the Vice Chancellor shall be provided to the faculty member upon final approval, with copies to the School Dean, the Office of Human Resources, and the appropriate Department Chair.

ATTACHMENT A (SELF ASSESSMENT SURVEY)

SECTION I: PERSONAL PROFILE

My professional and personal strengths are (please be specific):

My professional and personal limitations and areas of potential growth are (please be specific):

SECTION II: CURRENT RESPONSIBILITIES

My major current professional responsibilities are (e.g. classroom teaching, advising and counseling students, research, publications, committee memberships, administrative duties and shared governance):

List the approximate amount of time spent on each of the above responsibilities:

In light of the College's strategic priorities, my primary professional growth concerns are:

SECTION III: LONG RANGE VIEW

In five years, with respect to my professional growth I hope to accomplish the following:

ATTACHMENT B (PROFESSIONAL DEVELOPMENT PLAN FORM)

INSTRUCTIONS to FACULTY MEMBER

By agreement between the District and AFT Local 2121, this form shall be used by faculty members proposing Professional Development Plans.

A completed copy of this form should be submitted, along with a completed Self Assessment Survey, to the School Dean for approval. Upon final approval, the appropriate Vice Chancellor shall sign the Plan and the original shall be returned to you with copies to your School Dean, the Office of Human Resources and your Department Chair. It is your responsibility to retain this document and all attachments.

PART ONE: BACKGROUND SUMMARY

FACULTY MEMBER INFORMATION

Name _____
Department_____
Phone # _____
Email address _____

PLAN TERM:

This Plan is for: 1 year ____ 2 years ____ 3 years _____

Beginning Semester _____ Ending Semester _____

GOALS SUMMARY:

My Goals for this Professional Development Plan are:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Total Number of Goals: _____

PART TWO: GOALS

Please duplicate and complete a separate copy of **PART TWO** for each goal listed in **PART ONE** of this form.

GOAL:

_____
_____

Proposed Goal Completion Date: _____

This Goal furthers the Priorities set forth in the College's Strategic Plan by:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Completion of this Goal shall be demonstrated or assessed in the following manner:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Check here __ and attach separate page if necessary.

The following courses and/or seminars will assist me in achieving this Goal. (NOTE: Unit equivalency for seminars should be calculated consistent with EXHIBIT L, Section.III.C.5):

Course Title/Number or
Seminar/Workshop Title:_____
Time and Dates: _____Units /Unit Equivalence: _____
Description: _____
Relevance to Goal: _____
_____

Course Title/Number or
Seminar/Workshop Title:_____
Time and Dates: _____Units /Unit Equivalence: _____
Description: _____
Relevance to Goal: _____
_____

Course Title/Number or
Seminar/Workshop Title: _____
Time and Dates: _____Units /Unit Equivalence: _____
Description: _____
Relevance to Goal: _____
_____

Course Title/Number or
Seminar/Workshop Title;_____
Time and Dates: _____Units /Unit Equivalence: _____
Description: _____
Relevance to Goal: _____
_____

Check here __ and attach separate page if necessary.

I certify that the information provided above and in the attachments is true and correct.

Date: _____ Signature: _____

Date: _____ Approval by School Dean: _____

Date: _____ Approval by Vice Chancellor _____

STUDENT COMPLAINTS

A student complaint is an allegation by a student against a faculty member that the member has harmed a student by violating a policy, rule, or regulation, or otherwise engaged in inappropriate conduct. A complaint does not include a grade or file challenge, or an allegation of discrimination or sexual harassment, or other conduct for which immediate disciplinary action or suspension could result.

Student complaints are governed by the following procedure:

Informal Process

1. A complaint should first be raised directly with the faculty member concerned.

2. If a direct meeting does not resolve the complaint, or if either party is unable or unwilling to meet, the complaint should be taken to the faculty member's supervisor.

3. The supervisor may take the following action, including, but not limited to:

    a. Investigating the complaint.
    b. Meeting with any party separately or facilitating a joint meeting.
    c. Recommending appropriate action to any party.
    d. Recommending an evaluation of the faculty member to the Chancellor.
    e. Redirecting the matter as appropriate.

4. If the supervisor fails to resolve the complaint within 20 semester instructional days, then the student may file a formal complaint in accordance with the process set forth below. Semester instructional days include only regular business days during the Fall and Spring semesters, and not summer sessions.

5. If, after the failure of the supervisor to resolve the complaint at the informal level, the student fails to file a formal complaint within an additional 20 semester instructional days, then the matter will be considered dropped unless renewed by the student within the first 20 semester instructional days of the next semester.

Formal Process

1. If any party is dissatisfied with the result of the informal process, that party may appeal the matter to the Dean of Students, at the College, or the Dean of the Student Service Center, as appropriate, whose role is to channel the complaint to the appropriate Vice-Chancellor and to the Academic Senate. If any party chooses to pursue the matter to the formal level, all parties shall be given written notice of that fact.

2. Any party who appeals a complaint to the formal level must complete a form which describes:

   a. The specific nature of the complaint and its history;

   b. All efforts which have been made to resolve the complaint;

   c. What the appealing party would consider a fair and appropriate resolution of the complaint.

3. Upon receiving a formal complaint, the designated Vice-Chancellor and the Academic Senate shall each appoint one member to a committee whose function shall be to hear and decide the matter.

4. In reaching its decision, the committee may take any action which could have been taken pursuant to the informal process, except that the committee may not redirect the matter.

5. The findings and decision of the committee must be made in writing and provided to the student, the faculty member, and the member's supervisor, and must encompass some or all of the following results:

   a. Resolution of the complaint to the satisfaction of all parties.

   b. Dismissal of the complaint with or without the consent of all parties.

   c. Recommendation of appropriate action to the faculty member's supervisor.

   At the committee's discretion, its decision and the underlying student complaint may be inserted into the faculty member's personnel file.

6. Formal complaints should be resolved as quickly as possible. Except under unusual circumstances, the written findings and decision of the committee should be provided within forty (40) semester instructional days of its receipt of the formal complaint.

7. Any student or faculty member involved in a student complaint may, by his/her own initiative, provide representation of their choice.

NOTICE

STUDENT COMPLAINTS MAY HAVE SERIOUS CONSEQUENCES FOR THE FACULTY MEMBER CONCERNED. STUDENTS SHOULD RECOGNIZE THAT DIFFERENCES IN PERSONALITY, OPINION, AND PERCEPTION DO OCCUR, AND CAN OFTEN BE RESOLVED BY DISCUSSION BETWEEN THE PARTIES. WHENEVER POSSIBLE, STUDENTS ARE ENCOURAGED TO ADDRESS SUCH DIFFERENCES DIRECTLY WITH THE FACULTY MEMBER.

EXPLANATORY NOTES

1. At Step 2 of the informal process, the student will be required to complete a form which:

   a. Briefly describes the complaint and identifies witnesses to any incident complained of therein;

   b. Authorizes the supervisor to act;

   c. Acknowledges that anonymity may not be preserved;

   d. Includes the student's signature and the date;

   e. Notifies the student that if he or she is unwilling to complete the form at that time, or is unwilling to authorize the supervisor to act, then the complaint must be renewed within the first 20 semester instructional days of the next semester and that, except under unusual circumstances, the student's failure to bring a claim within this timeline would foreclose the availability of the student complaint process; and,

   f. Reprints the notice provided to students in the College Catalog regarding the consequences of student complaints.

   The sole purpose of this form is to document the authority of the supervisor to act on the complaint and the student's acknowledgment that anonymity may not be preserved.

2. One particular unusual circumstances we envisioned which could delay resolution at both the formal and informal levels is the case of sequential courses.

3. If the supervisor recommends an evaluation pursuant to Step 3(d) of the informal process, the President shall act in accordance with Article 9.A.1.2 through 9.A.1.4.

4. The form used at Step 2 of the formal process should advise each party of the right to provide representation of their choice and of other procedural aspects of the process. We agreed that this form could be required of all parties at the formal level and not just the appealing party.

5. We recognized that the designation and selection of faculty committee members are issues which, because they may affect others who are not at the bargaining table, cannot be immediately determined. However, one option we discussed was a system whereby the Academic Senate and the Vice-Chancellors would pre-designate representatives from which committee members would be chosen, either with discretion or mechanically from a list. Ideally, such designations would be made prior to the semester in which the designees would serve so that they could receive Flex-day training. We also discussed staggering the terms of pool participants and setting up the selection process so that each committee would have at least one experienced member.

6. Appeal: A faculty member shall have the right to challenge the documentation of a student complaint in his/her personnel file and the procedure by which such documentation is placed in the file. In those cases, the appeal shall have the same scope and procedure as an Article 11 personnel file appeal. See Article 11.C.5 and 11.C.6.

7. Representation: A faculty member may be represented by an agent of AFT 2121.

8. Sealing/Purging: Unless there is a subsequent entry in the personnel file within five years which concerns similar inappropriate conduct, the decision of a committee which results in the documentation of a student complaint in a faculty member's personnel file shall be purged from such file, as allowed by law; and, if purging is not allowed by law, shall be sealed. In the case where such a subsequent entry or entries do appear in the personnel file, such entries shall be purged or sealed, as allowed by law, on the fifth anniversary of the date of the last entry concerning the similar conduct.

9. Training: We have discussed two elements of training for committee members: (1) written guidelines on complaint handling process; and (2) flex-day training in conflict resolution.

EXHIBIT M

STUDENT COMPLAINT FORM (Formal Level)

This form must be completed to appeal a complaint to the formal level. Once this form is completed, we will attempt to resolve your complaint before _____.

NAME DATE: _____

Last First Middle Telephone Number

Address City Zip / / Social Security Number

DESCRIPTION OF COMPLAINT: Attach a statement which describes:

1. The specific nature of the complaint, including the date of the incident(s) and names of witnesses, if any.

2. All efforts which have been made to resolve the complaint.

3. What you would consider a fair and appropriate resolution of this matter.

By my signature below, I request that formal action be taken on the above complaint. I understand that I may choose to be represented in this matter and that it is my responsibility to obtain such representation.

Student Signature Received By

cc: Student and Faculty Member

STUDENT COMPLAINT FORM (Informal Level)

This form must be completed in order for action to be taken on your complaint. Once this form is completed, we will attempt to resolve your complaint before _____. If, at that time, you are not satisfied with the result on this process, you may take your complaint to the Dean of Students or the Dean of the Student Service Center, as appropriate. If you are presently unwilling to complete this form then, except under unusual circumstances, your complaint must be renewed before _____ or no action will be taken.

NAME DATE: _____

Last First Middle Telephone Number

Address City Zip / / Social Security Number

DESCRIPTION OF COMPLAINT: Attach a statement which describes:

1. The specific nature of the complaint, including the date of the incident(s) and names of witnesses, if any.

2. All efforts which have been made to resolve the complaint.

3. What you would consider a fair and appropriate resolution of this matter.

Do you request to remain anonymous? Yes ___ No ____

By my signature below, I request that action be taken on the above complaint. I understand that, if requested, every effort will be made to keep my complaint anonymous. I further understand, however, that as a result of this process, my identity may become known.

Student Signature Received By

STUDENT COMPLAINTS MAY HAVE SERIOUS CONSEQUENCES FOR THE FACULTY MEMBER CONCERNED. STUDENTS SHOULD RECOGNIZE THAT DIFFERENCES IN PERSONALITY, OPINION, AND PERCEPTION DO OCCUR, AND CAN OFTEN BE RESOLVED BY DISCUSSION BETWEEN THE PARTIES. WHENEVER POSSIBLE, STUDENTS ARE ENCOURAGED TO ADDRESS SUCH DIFFERENCES DIRECTLY WITH THE FACULTY MEMBER.

cc: Student

EXHIBIT N

APPLICATION & AGREEMENT Re SUBSTANTIAL USE OF DISTRICT RESOURCES IN THE CREATION OF INTELLECTUAL PROPERTY (CBA Art. 30.C.4.4)

INSTRUCTIONS TO FACULTY MEMBER

By agreement between the District and AFT Local 2121, this form is to be used by faculty members seeking the substantial use of District facilities, equipment, or resources (including staff time or extra compensation) in creating intellectual property (see definition of substantial support in Article 30.B.10 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121). Faculty members shall not begin using District resources in the production of any intellectual property work unless and until this Application is completed and is agreed upon between the faculty member(s), the appropriate Vice Chancellor, and AFT Local 2121.

FACULTY MEMBER INFORMATION

Name _____
Department_____
Phone # _____
Email address _____

If the work will have any co-authors employed by the District, check here __ and attach a completed form for each co-author

PROPOSED TITLE AND DESCRIPTION OF WORK

_____
_____
_____
_____
_____

DISTRICT FACILITIES, EQUIPMENT, OR RESOURCES TO BE USED: please identify each facility, piece of equipment, or resource (including staff time or extra compensation) with particularity; summarize the purpose or character of the proposed use; and, state an estimated amount, extent, or length for the use that will be required

_____
_____
_____
_____
_____
_____
_____
If needed, check here __ and attach additional page(s)

OWNERSHIP OF COPYRIGHT IN WORK

__ **Creator(s)/Author(s)** __ **District** __ **Joint** (Please specify percentages)

__ **Other (Explain)**

EXHIBIT N

APPLICATION & AGREEMENT Re SUBSTANTIAL USE OF DISTRICT RESOURCES IN THE CREATION OF INTELLECTUAL PROPERTY (CBA Art. 30.C.4.4)

REIMBURSEMENT FOR USE OF DISTRICT RESOURCES

Where the author(s) retain a full or partial right to copyright the material, the District shall be reimbursed for the reasonably assessed cost of the substantial support, as follows:

_____
_____
_____

DISTRIBUTION OF ROYALTIES/INCOME:

__ % Creator(s)/Author(s) __ % District

__ % Other (Explain)

LICENSE GRANTED TO THE DISTRICT (if applicable)**:**

_____
_____
_____

I certify that the information provided above and in the attachments is true and correct.

Printed Name _____

Signature _____

Date _____

Signatures acknowledging District and AFT agreement to the terms of this Application:

FOR THE DISTRICT: FOR AFT LOCAL 2121:

_____ Signature	_____ Signature
_____ Vice Chancellor (Printed Name)	_____ Printed Name
_____ Date	_____ Title
	_____ Date

AGREEMENT RE DEVELOPMENT/TEACHING OF DISTANCE EDUCATION CLASSES

INSTRUCTIONS to FACULTY MEMBER

By agreement between the District and AFT Local 2121, this form shall be the appropriate vehicle for specifying compensation, duties and the ownership of intellectual property created in connection with the development and/or teaching of distance education classes.[3] After receiving approval to teach such a class, and before commencing work on any such intellectual property, the faculty member shall complete and sign this form, and submit it to the following three offices for agreement/approval:

- Dean
- Department Chair
- Chancellor

This Agreement shall not be binding until approved by the District and by an authorized representative of AFT Local 2121.

FACULTY MEMBER INFORMATION

Name _____
Department_____
Phone # _____
E-mail address_____

Employed by District as a full-time faculty member? Yes ___ No ___

Check here ___ if you are a part-time faculty member. Part-time faculty members may not exceed 67% of normal load for a full time instructor with comparable duties.

CO-CREATOR/CO-AUTHOR INFORMATION (IF APPROPRIATE)

Name _____
Department_____
Phone # _____
Address _____
_____
E-mail address_____

Employed by District as a full-time faculty member? Yes ___ No ___

Check here ___ if you are a part-time faculty member. Part-time faculty members may not exceed 67% of normal load for a full time instructor with comparable duties.

[3] Under Article 30.G.1 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121, "Distance Education" is defined as instruction, education or training where the instructor and student are separated geographically. Communication between the student and instructor is made through one or more technological devices such as live or recorded visual presentations and materials using direct signal or cable, transmission by telephone line, fiber-optic line, video tape, CD-ROM, computer or internet technology or email. "Course" as used in this article refers to any class offered by the District.

Check here __ and attach separate page if additional proposed co-authors exist

COURSE INFORMATION

Course # _____
Course Title _____
Units _____
First Semester To Be Offered _____

***SIGNATURES AND ASSIGNMENT OF ALL CREATORS/AUTHORS EMPLOYED BY THE DISTRICT (All Creators/Authors employed by the District must sign below and have their signatures witnessed at the time of signature; the witness must not have been directly involved in the creation/authorship of the work)*:**

I certify that I have read Article 30 of the Collective Bargaining Agreement between SFCCD and AFT Local 2121, and that the information provided above and in the attachments is true and correct. I further warrant that I understand that:

- **I have been assigned to produce the intellectual property referenced herein in the course and scope of my normal employment.**
- **I shall receive the following pay to assist me with course development:**

  For a 3-unit load, the equivalent of 7 hours of work per week during semester, as follows: 3 units of release time for full-time teachers, OR 122.5 non-instructional hours at my salary scale.

  For a 1- or 2-unit load, or for development of a second course, the equivalent of 4.6 hours of work per week during semester, as follows: 2 units of release time OR 81.5 non-instructional hours at my salary scale.
- **Course development may require time in excess of the amounts allocated above, and additional hours shall not result in additional payment.**
- **I may receive training, course planning, design and development support from the Office of Technology Mediated Instruction ("TMI Office") Instructional Design staff, TMI Online Peer, or others as appropriate. Skilled student aids may also be assigned to assist course development, if appropriate. I shall participate in District-sponsored training as required, and agree to follow the guidelines and requirements of the TMI Office. No required trainings will be held outside of the academic calendar.**
- **If needed, I will be provided a computer from the District for use in developing and delivering the course. Any such computer shall remain property of the District, and I shall have no property interest or expectation of privacy in that computer or any data therein.**
- **I shall be trained in the current course management system in use at CCSF (e.g., WebCT).**
- **Course development shall require that I:**
  - **Work closely with the Instructional Design Support Team and the DSPS Alternative Media Specialist.**
  - **Develop and follow a regular weekly schedule for course completion in cooperation with said Team and Specialist.**

- **Integrate TMI and/or State Chancellor's Office student surveys for feedback into the course.**

- **Part-time faculty may not exceed 67% of the hours per week considered a full-time assignment for regular employees having comparable duties.**
- **Failure to develop a course after receiving compensation may result in my owing the College the equivalent in units or return of overpayment.**
- **Unless otherwise agreed to with the District, I retain ownership of and the right to copyright the course materials developed under this agreement, except for ownership of the courseware shell, which shall be the sole property of the District.**
- **After the first four (4) semesters that the Distance Education course has been taught, the District shall retain a non-exclusive, non-transferable license to use such course for internal instructional, educational and administrative purposes without compensation for an additional four (4) semesters. The license shall not include the right to create derivative works absent written consent of the originating creator/author.**
- **The work referenced herein shall be developed pursuant to all established curriculum, policies and procedures, including standards and criteria for compliance with DSPS guidelines for website accessibility for disabled students.**
- **The work referred to herein shall not infringe any preexisting copyright, and I agree to cooperate with the District in the pursuit of copyright protection.**

CREATOR/AUTHOR	**WITNESS**
Signature _____	**Signature** _____
Printed Name _____	**Printed Name** _____
Date _____	**Date** _____

Check here __ and attach separate signature page if other creator/authors exist.

SO APPROVED & AGREED:

For the District:	For AFT Local 2121:
Signature:	Signature:
Printed name:	Printed name:
Title:	Title:
Date:	Date:

	A	B	C	D	E
1	**EXHIBIT P - PAGE 1**				
2					
3	**Review of 2006-07 Fund 11 Revenues Available for New AFT2121 Compenstation Items**				
4					
5	**Ongoing Revenues**				
6					
7		Total Estimated Revenues			$182,158,000
8					
9		Less Trigger Revenue Level			($179,400,000)
10					
11		Total Change			$2,758,000
12					
13		One Time Funds:			
14			Credit Equalization	$762,000	
15			Prior Year Correction	$137,000	
16			Mandated Costs	$157,000	
17			Local Prior Year Correction	$100,000	
18		Less Total One Time Funds			($1,156,000)
19					
20		New Ongoing Revenue			$1,602,000
21					
22		Less District Share (10%)			($160,200)
23					
24		Available New Ongoing Revnue			$1,441,800
25					
26		AFT2121 Share (67.19%)			$968,745
27					
28		Less Estmiated Cost of 1/2 of 1% Across-the-Board Increase			($516,000)
29					
30		**Ongoing Amount Owed to AFT2121**			**$452,745**
31					
32	**One Time Revenues**				
33					
34		Total One Time Funds minus Mandated Cost			$999,000
35					
36		Less District Share (10%)			($99,900.0)
37					
38		Subtotal			$899,100.0
39					
40		AFT2121 Share (67.19%)			$604,105.29
41					
42		One Time Converted 1/3 to Ongoing			$201,368
43					
44		One Time Lost Value from Ongoing 2006-07 Converted 1/3 to Ongoing			$150,915
45					
46		**Total One Time Converted to Ongoing**			**$352,284**
47					
48					
49	**Total Funds Owed Ongoing to AFT2121**				**$805,029**
50					

	A	B	C	D	E
1	**EXHIBIT P - PAGE 2**				
2					
3	**Review of 2006-07 Fund 11 Revenues Available for AFT2121 Compenstation Items Based Upon 2006-07 Audit Report**				
4					
5	**Ongoing Revenues**				
6					
7		Total Estimated Revenues			$0
8					
9		Less Trigger Revenue Level			($179,400,000)
10					
11		Total Change			($179,400,000)
12					
13		One Time Funds:			
14			Credit Equalization	$0	
15			Prior Year Correction	$0	
16			Mandated Costs	$0	
17			Local Prior Year Correction	$0	
18		Less Total One Time Funds			$0
19					
20		New Ongoing Revenue			($179,400,000)
21					
22		Less District Share (10%)			$17,940,000
23					
24		Available New Ongoing Revnue			($161,460,000)
25					
26		AFT2121 Share (67.19%)			($108,484,974)
27					
28		Less Estmiated Cost of 1/2 of 1% Across-the-Board Increase			$0
29					
30		**Ongoing Amount Owed to AFT2121**			**($108,484,974)**
31					
32	**One Time Revenues**				
33					
34		Total One Time Funds minus Mandated Cost			$0
35					
36		Less District Share (10%)			$0
37					
38		Subtotal			$0
39					
40		AFT2121 Share (67.19%)			$0
41					
42		One Time Converted 1/3 to Ongoing			$0
43					
44		One Time Lost Value from Ongoing 2006-07 Converted 1/3 to Ongoing			($36,161,658)
45					
46		**Total One Time Converted to Ongoing**			**($36,161,658)**
47					
48					
49	**Total Funds Owed Ongoing to AFT2121**				**($144,646,632)**
50					

	A	B	C	D	E
1	**EXHIBIT Q - PAGE 1**				
2					
3	**Initial Estimates of 2007-08 Fund 11 Revenues Available for New AFT2121 Compensation Items**				
4					
5		Improved Base Apportionment			$300,000
6					
7		COLA (4.53%)			$6,985,000
8					
9		Growth (@ 50%)			$1,000,000
10					
11		Sales Tax			$850,000
12					
13		Lottery			$0
14					
15		NonCredit Rate Enhancement			$0
16					
17		Total New Revnue			$9,135,000
18					
19		Less District Share (20%)			($1,827,000)
20					
21		Staff Costs of Opening 2 New Facilities			
22			Mission Staff	$1,100,000	
23			Wellness Center Staff	$300,000	
24		Less Staff Costs of Opening 2 New Facilities			($1,400,000)
25					
26		Subtotal Available for Compensation Increases			$5,908,000
27					
28		AFT2121 Share (67.19%)			$3,969,585
29					
30		Plus Amount Owed Ongoing from 2006-07			$805,029
31					
32		**Total Ongoing AFT2121 Amount**			**$4,774,614**
33					
34		Costs of AFT2121 Compensation Items			
35			Increased Cost of Health Insurance Premiums for AFT2121	$700,000	
36			Across-the-Board Increase (@$970K/1%)	$3,395,000	
37			Completion of Step 16 (Effective 1/1/08)	$297,000	
38			Science Load Improvement (Effctive 1/1/08)	$130,000	
39			Part-Time Pro Rate Increase (@$400K/1%)	$200,000	
40			Increased Dental Coverage for AFT2121	$90,000	
41		**Less Total 2007-08 Costs of New AFT2121 Compensation Items**			**($4,812,000)**
42					
43					
44		**Total AFT2121 Share Net of Costs of AFT2121 Compensation Items**			**($37,386)**
45					
46					
47					

	A	B	C
1	EXHIBIT Q - PAGE 2		
2	Review of 2007-08 Fund 11 Revnues	Final Audited 2006-07	Estimated Final 2007-08
3			
4	**REVENUES:**		
5	**GENERAL REVENUES:**		
6	**STATE:**		
7	GENERAL APPORTIONMENT	-	-
8	RESTORATION	-	-
9	GROWTH	-	-
10	NON CREDIT RATE INCREASE	-	-
11	M & O	-	-
12	COLA	-	-
13	**LOCAL:**		
14	PROPERTY TAXES	-	-
15	STUDENT CHARGES/ENROLLMENT FEE (98%)	-	-
16	EXCESS DGR (RESERVE FOR ADJ)	-	-
17	**SUB-TOTAL, DISTRICT GEN REVENUES**	-	-
18			
19	**OTHER REVENUES**		
20	**FEDERAL:**		
21	OTHER FEDERAL REVENUES	-	-
22	**STATE:**		
23	PARTNERSHIP FOR EXCELLENCE	-	-
24	PY CORRECTION TO ST APPORTIONMENT	-	-
25	LOTTERY	-	-
26	MANDATED COSTS	-	-
27	PART-TIME EQUALIZATION	-	-
28	PART-TIME FACULTY HEALTH INSURANCE	-	-
29	PART-TIME FACULTY INSTRUCTIONAL	-	-
30	PART-TIME FACULTY OFFICE HOURS	-	-
31	BASIC SKILLS / One-Time Appt.	-	-
32	APPRENTICESHIP	-	-
33	EQUALIZATION	-	-
34	OTHER	-	-
35	**LOCAL:**		
36	SALES TAX (PROP A)	-	-
37	INTEREST INCOME: NET	-	-
38	OTHER	-	-
39	STUDENT CHGS - NON-RESIDENT TUITION	-	-
40	STUDENT CHGS - ENROLLMENT FEE (2%)	-	-
41	**OTHER:**		
42	TRANSFERS IN	-	-
43	**SUB-TOTAL, OTHER REVENUES**	-	-
44			
45			
46	**TOTAL REVENUES AND TRANSFER IN**	-	-
47			
48			

	D	E	F	G	H
1			**EXHIBIT Q - PAGE 3**		
2			**Review of 2007-08 Fund 11 Revenues Available for AFT2121 Compensation Items**		
3			**NEW ONGOING REVENUE**		
4			Improved Base Apportionment		$0
5			Growth (@50%)		$0
6			Non-Credit Rate Enhancement		$0
7			Lotery		$0
8			Part-Time Equalization		$0
9			Part-Time Faculty Health Insurance		$0
10			Part-Time Faculty Instructional		$0
11			Part-Time Faculty Office Hours		$0
12			Apprenticeship		$0
13			Sales Tax (Prop. A)		$0
14			Interest Income: Net		$0
15			Student Chgs - Non-Resident Tuition (@50%)		$0
16			Student Chgs - Enrollment Fee (2%)		$0
17			**SUBTOTAL, ONGOING REVENUES**		$0
18					
19			Less District Share (20%)		
20					
21			Staff Costs of Opening 2 New Facilities		
22			Mission Staff	$0	
23			Wellness Center Staff	$0	
24			Less Staff Costs of Opening 2 New Facilities		$0
25					
26			Subtotal Ongoing Available for Compensation Increases		$0
27					
28			AFT2121 Share ((67.19%)		$0
29					
30			Plus Amount Owed Ongoing from 2006-07		$0
31					
32			**TOTAL ONGOING AMOUNT OWED TO AFT2121**		**$0**
33					
34			Costs of AFT2121 Compensation Items		
35			Increased Cost of Health Insurance Premiums for AFT2121	$0	
36			Across-the-Board Increase (@$970K/1%)	$0	
37			Completion of Step 16 (Effective 1/1/08)	$0	
38			Science Load Improvement (Effctive 1/1/08)	$0	
39			Part-Time Pro Rate Increase (@$400K/1%)	$0	
40			Increased Dental Coverage for AFT2121	$0	
41			**Less Total 2007-08 Costs of New AFT2121 Compensation Items**		**$0**
42					
43			**TOTAL ONGOING OWED TO AFT2121 NET OF COSTS OF COMPENSATION ITEMS**		**$0**
44					
45			**NEW ONE TIME REVENUE**		
46			Other Federal Revnues	$0	
47			Prior year Correction to State Apportionment	$0	
48			Other Local Revnue	$0	
49			Transfers In	$0	
50			Amount of Ending Balance of 2006-07 In Excess of $1.5 million	$0	
51			Subtoal of One Time Funds		**$0**
52					
53			Less District Share (20%)		**$0**
54					
55			Subtotal of One Time Funds Available for Compensation Increases		**$0**
56					
57			**TOTAL AFT2121 SHARE OF ONE TIME FUNDS (67.19%)**		**$0**

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