

Addendum

MASTER CONTRACT

between the

**San Joaquin Delta Community
College District**

and the

**San Joaquin Delta College
Teachers' Association
CTA/NEA**



July 1, 2021
through
June 30, 2024

Demand to Bargain Tentative Agreement Between the District and SJDCTA
Addendum to the 2021-2024 CBA
Unless otherwise outlined below nothing else in the 2021-2024 CBA changes

Strike Through = Deletion

Bold, Underlined, Italics = New language

Regular font = current language

1) Changes to 18.1.4.3 – 18.1.4.5

18.1.4.3 For Academic Year 2022/23, the contract and regular faculty salary schedule, and the adjunct faculty salary schedule shall be increased by one percent (1%) to the 2021/22 salary schedules provided the District achieves the full-time equivalent student (FTES) count of 16,000 for Academic Year 2021/22, as reported in October 2022, 320 recalculation report with and including a three percent (3%) increase in overall supplemental and success metrics for student success under the Student Centered Funding Formula (SCFF); payable retroactive to the beginning of Academic Year 2022/23. An additional one-half percent (.5%) increase on schedule to the contract and regular salary schedule, and the adjunct faculty salary schedule shall be added to the adjusted 2021/22 Academic Year salary schedule if the District achieves a 16,500 FTES count as reported in the October 2022, 320 recalculation report with and including a three percent (3%) increase in overall supplemental and success metrics for student success under the Student Centered Funding Formula (SCFF); payable retroactive to the beginning of Academic Year 2022/23.

18.1.4.4 For Academic Year 2023/24, the contract and regular faculty salary schedule and the adjunct faculty salary schedule shall be increased by one percent (1%) to the 2022/23 salary schedule provided the District achieves the full-time equivalent student (FTES) of 16,500 for Academic Year 22/23, as reported in October 2023, 320 recalculation report including an additional three percent (3%) increase in overall supplemental and success metrics under the Student Centered Funding Formula (SCFF) provided that 18.1.4.3 is met, if not, this increase will be added to the salary schedule as listed in 18.1.4.2; payable retroactive to the beginning of Academic Year 2023/24. There shall be an additional one percent (1%) on schedule salary increase for each additional 1,000 FTES count beyond 16,500 with the three percent (3%) increase to overall supplemental and student success SCFF metric, payable retroactive to the beginning of Academic Year 2023/24.

18.1.4.5 Each Academic Year after the October 320 recalculation, the 2021/22 contract and regular salary schedule and the adjunct faculty salary schedule shall be updated, posted to the website and provided to SJDCTA.

18.1.4.3 Effective July 1, 2022, a six and fifty-six one hundredth percent (6.56%) on schedule salary increase shall be added to all Appendix A Faculty Salary Schedules (A-1 Regular and Contract 2021-22, A-2 Hourly and Overload 2021-22, and A-3 POST 2021-24). New salary schedules for Appendix A will be created for 2022-23 (6.56%).

18.1.4.4 Effective July 1, 2023, a two and one-half percent (2.50%) on schedule salary increase shall be added to all Appendix A Faculty Salary Schedules (A-1 Regular and Contract 2022-23, A-2 Hourly and Overload 2022-23 and A-3 POST 2022-23). New salary schedules for Appendix A will be created for 2023-2024 (2.50%).

2) Changes to 17.17.2.3

Effective August 1, 2022 17.17.2.3 will be modified as follows:

17.17.2.3. Counselor contact hours/load units include, but are not limited to one-on-one student appointments, field trips, high school and college visitations, student conferences, college counseling and student services or district required ad hoc committee meetings (e.g., common assessment, SSSP, task force, CTE), online counseling advising services, delivery of mandated counseling services and activities, orientations, personal career and academic counseling, triage, professional development, professional conferences, TrAC and program meetings scheduled during assigned contact time, liaison and other district assigned **activities assigned by the dean. Any meeting scheduled by the Dean (TrAC meeting or other) that falls within the work schedule of a counselor will be included as part of a counselor's workload/contact hours, if the counselor is scheduled to work during that time.**

3) Changes to 10.8.4.2

10.8.4.2 Benefits Group III: Beginning ~~For the~~ Academic Year 2021/22, and continuing through the ratification and Board of Trustees' approval of the next successor contract, the District shall contribute a monthly (based on 10 months of payroll) allocation of two-hundred dollars (\$200) into a Health Retirement Account (HRA) for only those SJDCTA contract and regular full-time faculty members in Group III medical; and a one-time, one thousand dollar (\$1,000) per year funding start up for each academic year of tenure track service for those hired after June 1, 2007. The one-thousand dollars (\$1,000) per year allocation is a one-time payment for all Group III contract and regular full-time faculty members hired between June 1, 2007, through May 31, 2021, and continues to remain employed as full-time contract and regular faculty during the Academic Year 2021/22. This benefit is contingent upon all Mid-America contract terms including the start of a 5-year 50% vesting and 10-year 100% vesting schedule. This vesting schedule provides that after the establishment of the HRA, employees in Group III medical must remain as full-time contract and regular faculty with the District for an additional 5 years to vest at 50% in the HRA and remain as full-time regular and contract faculty for 10 years to vest at 100%. Any faculty member who separates from the District prior to the 5 years of vesting shall forfeit all investments of the HRA funds to the District. All administrative fees to be paid by the employer until the faculty member retires and/or separates, and then the faculty member assumes responsibility for all administrative fees. **For the Academic Year 2022/23 and forward, the District shall contribute a monthly (based on 10 months of payroll) allocation of four-hundred dollars (\$400) for a total of \$4000.00 into a Health Retirement Account (HRA) for only those SJDCTA contract and regular full-time faculty members in Group III medical.**

4) Changes to Appendix C Summer Stipends – Effective Summer 2022

SUMMER STIPENDS

Horticulture/Greenhouse Coordinator \$1,000.00	<u>\$2000.00</u>
Faculty Professional Growth Chair \$750.00	<u>\$1000.00</u>
Academic Senate President \$1,000.00	<u>\$3000.00</u>
SJDCTA President \$1,000.00	<u>\$3000.00</u>

5) Adding the following after 17.17.1.1 Effective January 1, 2023

17.17.1.2 Effective January 1, 2023, Counselors 15 units will equate to the following work load hours: 30 hours of counseling (No more than 3 units of instructional/counseling class(es) may be scheduled in load. Exceptions to this workload must be approved by the VPI/VPS and SJDCTA President). Additionally, all contract and regular counseling faculty shall schedule five (5) hours each week of office/desk time (as outlined in 17.18.1- 17.18.5). All contract and regular counseling faculty will be exempt from the average of five (5) hours of service to District as outlined in 17.17.1.

17.17.1.3 Effective January 1, 2023, Librarians 15 units will equate to the following work load hours: 30 hours of Library Services (No more than 3 units of instructional/library class(es) may be scheduled in load. Exceptions to this workload must be approved by the VPI/VPS and SJDCTA President). Additionally, all contract and regular library faculty shall schedule five (5) hours each week of office/desk time (as outlined in 17.18.1- 17.18.5). All contract and regular counseling faculty will be exempt from the average of five (5) hours of service to District as outlined in 17.17.1.

6) Changes to 17.17.2.1 – Effective January 1, 2023

17.17.2.1 Counseling faculty (General, EOPS/CARE, DSP&S) will work the "Academic Year" (as defined in Article 3.1) for their respective departments. The hours that counselors are scheduled shall not exceed ~~twenty five (25)~~ **thirty (30)** contact hours or fifteen (15) load units of the normal Monday through Friday workweek and shall be in accordance with the "College Day" (as defined in Article 3.10). Counseling faculty who teach courses shall have their ~~twenty five (25)~~ **thirty (30)** contact hour work week adjusted according to Appendix K.

7) Changes 17.17.3.1 Effective January 1, 2023

17.17.3.1 Librarian faculty will work the "Academic Year" (as defined in Article 3.1). The hours that librarians are scheduled shall not exceed ~~twenty five (25)~~ **thirty (30)** contact hours or fifteen (15) load units of the normal Monday through Friday workweek **and shall be in accordance with the "College Day" (as defined in Article 3.10).** Librarian faculty who teach courses shall have their ~~twenty five (25)~~ **thirty (30)** contact hour work week adjusted according to Appendix K.

8) Changes to 17.18.1 – Effective August 1, 2022

17.18.1 All contract and regular faculty shall schedule their own office/desk hours to meet the needs of students. **Faculty will schedule these hours after the contract and regular faculty members have received their fulltime load assignment for the semester from the District.**

9) Changes to Appendix D - Effective January 1, 2023

APPENDIX D FACULTY LOAD UNITS

2. Load units shall be assigned as follows:

Lecture hours/unit 1:1

Laboratory hours/units 1:0.8

Non-teaching assignments **(e.g. Articulation Officer, Learning Center Coordinator, Instructional Designers, Assistive Technology/Computer Adaptive Specialist) hours/unit 1:0.6. Any office/desk hours will be included as part of the thirty-five (35) work week.**

Counselors and Librarian hours/unit 1:0.5*

* See Appendix K for a chart to convert contact hours for counselors and librarians to incorporate instructional units as part of their load requirement.

10) Changes to Appendix K - Effective January 1, 2023 (New chart to replace old chart and language changes below the chart)

APPENDIX K
COUNSELOR/LIBARIAN WORK LOAD HOURS

<u>Instruction Units Taught</u>	<u>Counseling/Librarian Contact Load Hours Per Week for the Semester</u>
<u>0.0</u>	<u>30 hours</u>
<u>0.5</u>	<u>29 hours</u>
<u>1.0</u>	<u>28 hours</u>
<u>1.5</u>	<u>27 hours</u>
<u>2.0</u>	<u>26 hours</u>
<u>2.5</u>	<u>25 hours</u>
<u>3.0</u>	<u>24 hours</u>
<u>3.5</u>	<u>23 hours</u>
<u>4.0</u>	<u>22 hours</u>
<u>4.5</u>	<u>21 hours</u>
<u>5.0</u>	<u>20 hours</u>
<u>5.5</u>	<u>19 hours</u>
<u>6.0</u>	<u>18 hours</u>
<u>6.5</u>	<u>17 hours</u>
<u>7.0</u>	<u>16 hours</u>
<u>7.5</u>	<u>15 hours</u>
<u>8.0</u>	<u>14 hours</u>
<u>8.5</u>	<u>13 hours</u>
<u>9.0</u>	<u>12 hours</u>
<u>9.5</u>	<u>11 hours</u>
<u>10.0</u>	<u>10 hours</u>
<u>10.5</u>	<u>9 hours</u>
<u>11.0</u>	<u>8 hours</u>
<u>11.5</u>	<u>7 hours</u>
<u>12.0</u>	<u>6 hours</u>
<u>12.5</u>	<u>5 hours</u>
<u>13.0</u>	<u>4 hours</u>
<u>13.5</u>	<u>3 hours</u>
<u>14.0</u>	<u>2 hours</u>
<u>14.5</u>	<u>1 hour</u>
<u>15.0</u>	<u>0 hours</u>

This addresses the work load/hours Counselors/Librarians should be working (pursuant to contract) when teaching course(s) for load. The following was utilized in developing this spread sheet:

- Counselors/Librarians are responsible for 15 units of Counselor/Librarian related activities (as specified in the contract)
- The unit/hour ratio is ~~4.6~~ **1/5** so one unit is equal to ~~4.666~~ **2 hours** (therefore Counselors/Librarians are responsible for ~~25~~ **30 hours** of Counselor or Librarian related activities per week. In addition, they will hold five (5) hours of Desk time (Counselors) or Office hours (Librarians). **Counselors/Librarians shall be exempt from completing service hours (17.17.1) to the District each semester.**
- The amount of hours/units required will be adjusted downward, pursuant to the above chart commensurate with any units taught for load.

11) Changes to 11.9.1 and 11.9.2 Effective August 1, 2022

11.9.1 Normally, **Each** affected faculty member shall be provided sufficient **a minimum of seven calendar days** notice of the meeting, and normally an agenda shall be distributed at least two (2) **business** days in advance. **(11.9.2 is an exception to this article)**

11.9.2 In the event of an emergency meeting or one involving required attendance **(as outlined in 11.9.1)**, all affected faculty members shall be relieved of **ALL** of their professional responsibilities for the duration of the meeting **(No other faculty responsibilities will be required during this time). Failure to attend a required meeting without proper leave request or notification may result in disciplinary action.** A faculty member shall not be required to make up a missed class or office/desk hour, if **mandated to attend** a required to attend such a faculty meeting.

12) New Language – Effective August 1, 2022 – Article XI

11.20. All faculty will be assigned a District email account and granted access to all digital resources necessary for the completion of work including, but not limited to, Word, Excel, PowerPoint, Teams, Box, Canvas, and Zoom, within one week of their date of hire. Once assigned, email accounts and digital resource access will remain active for all employees post voluntary separation, including retirement, until there has been no activity in the accounts for a period of 39 months. In addition, an employee's account and access will be terminated when there is a specific, individual, legal requirement to do so, such as a court order, or if the employee has been terminated, or resigned as a result of an investigation or disciplinary action.

13) Language Clarification for Reduced Service – New Language – Article XXIII

Effective January 1, 2023

23.2.11 No matter what prorated amount, faculty who are on Reduced Service Partial Retirement Plan will participate in all of the required mandatory flex days per year. Faculty who are on Reduced Service Partial Retirement Plan will do a prorated amount of office/desk hours, variable flex and district service activities hours equal to the percentage of their plan (i.e., a faculty member who is on a 60% service partial retirement plan would do the following: 3 office/desk hours per week, 3 days of variable flex per year (6 variable flex days minus the 3 mandatory days), and 51 district service activities hours per semester.

Effective August 16, 2022

23.2.12 Faculty who are on Reduced Service Partial Retirement Plan will be exempt from 17.19.3 article of the contract.

14) Office/Desk Hours Part-Time Faculty – New Language - Article XVII

Effective the 22/23 Academic Year and forward

17.18.6 Part-time faculty, while not required to have scheduled office hours/desk time, have provided office hours/desk time to students for consultation and advising as it pertains to their individual load assignments. In an effort to contribute to the success of students, the District will institute a program that will provide a stipend (as outlined in 17.18.6.1) for office hours/desk time for part-time faculty for both the fall and spring semesters.

17.18.6.1 The District agrees to pay each part-time faculty member for office hours/desk time during both the fall and spring semesters in the form of a stipend. Part-time faculty members assigned between .5 to 2.99 load units in a semester will be paid a stipend of \$200.00 for office hours/desk time. Part-time faculty members assigned between 3.00 to 6.00 units in a semester will be paid a stipend of \$300.00 for office hours/desk time. Part-time faculty members assigned over 6.00 units in a semester will be paid \$500.00 for office hours /desk time. The stipend payment will be added to the Jan 10 or June 10 payroll. The District agrees to cover all additional payroll costs associated with this payment. Full-time faculty members or faculty members on Reduced Service Partial Retirement Plan who work overload will not be eligible to receive part-time office hours/desk time stipend compensation.

17.18.6.2 No faculty member full or part-time will be paid a stipend for office hours/desk time in the summer.

15) New Language – Part-Time Health Insurance Reimbursement – Article X

Effective Academic Year 22/23 and forward

10.9 Part-Time Faculty Health Insurance Reimbursement

10.9.1 The District shall maintain a pool of \$200,000 per fiscal year (\$100,000 per semester) towards the reimbursement of medical, dental and/or vision expenses (excluding copayments) or medical/dental and/or vision premiums for eligible part-time faculty. Eligible part-time faculty can request reimbursement for up to a \$1,000 stipend (stipend may be less depending on the total number of requests received) per semester (fall and spring).

10.9.2 Eligibility

10.9.2.1 Part-time faculty must teach at least one class in the semester for which they are seeking reimbursement.

10.9.3 Stipend Reimbursement

10.9.3.1 Part-time faculty members wishing to receive a stipend under this article must complete the Appendix N Part-Time Faculty Medical Reimbursement Request form. The employee must furnish documentation (cancelled check, paid statements, etc.) showing proof of purchasing insurance or medical/dental/vision procedures that were not covered by insurance during the semester for which the part-time faculty member (or their dependent(s)) is seeking reimbursement. These claims were not eligible for reimbursement from any other source.

10.9.3.2 Part-time faculty members need to complete the Appendix N Part-Time Faculty Medical Reimbursement Request Form and submit it with supporting documentation to the human resources department no later than February 1 by 5:00 p.m. for fall stipend reimbursement and June 1 by 5:00 p.m. for spring stipend reimbursement. Fall stipends will be paid on or before March 15 and spring stipends will be paid on or before July 15. Any part-time faculty member who fails to submit the Appendix N Part-Time Faculty Medical Reimbursement form by the required deadline forfeits the stipend for that semester.

16) Discipline Chair Job Description - Adding Language - an additional bullet points will be added to the Discipline Chair list of duties – Effective August 22, 2022

Three bullet points will be added to the end of the of the “ The typical duties of a Discipline Chair may include, but are not limited to:” list

- Will participate in and assist the Dean in organizing and facilitating TrAC events and meetings as requested by the TrAC Dean.
- Will assist the TrAC Dean with career and/or discipline related presentations as requested by the TrAC Dean
- Will provide discipline related presentations at TrAC events as requested by the Dean (once a semester).

17) New Language - SLO Assessment Pilot Program - Added to Article XVI- Effective August 22, 2022

16.1.2.8 SLO Assessment and Pilot Program

16.1.2.8.1 The District and SJDCTA agree to create an SLO Assessment Pilot program for the academic year 2022-2023. One full-time faculty from each discipline and one part-time faculty member from each TrAC will participate in the pilot program. Each discipline group will decide on their full-time faculty representative and forward the name to the VPI. The District in consultation with SJDCTA President will select the part-time faculty TrAC participants. During the summer of 2023 the pilot program will be reviewed.

16.1.2.8.2 In the academic year following the successful implementation of the SLO Assessment Pilot Program (target year 2023-2024) all full-time and part-time faculty members are responsible for assessing and reporting student learning outcomes. Each faculty member will select one SLO for one class section (complete the assessment for each student enrolled in the class) to complete each semester including summer (the faculty member will select a different course each semester if multiple courses are taught). Participating in the assessment of student learning outcomes and reporting the results of class assessments will be done according to mutually agreed upon established procedures. Data shall be submitted no later than 20 calendar days after the last day of the semester, unless technical difficulties of the data delivery system prevent such a deadline from successfully being implemented.

18) Changes to 16.1.2.5 – Effective August 22, 2022

16.1.2.5 No faculty member's administrative evaluation shall contain any reference to the development, writing, ~~or~~ assessment, **or student achievement data from SLO measurements related to** ~~of~~ Student Learning Outcomes.

19) New Language – Adding Appendix N - Effective Academic Year 22/23 and forward –(see next page)

APPENDIX N

Part-Time Faculty Medical Reimbursement Stipend Request Form

Employee Name: _____ Semester ____Fall ____year or ____Spring ____year

Discipline/TrAC _____ Employee ID: _____

PART A: PROGRAM ELIGIBILITY (to be completed by employee)

Eligibility: Part-time instructional faculty member taught at least one course in the semester which they are applying for the reimbursement stipend. Faculty member has attached all required documentation to this form including, if applicable, any dependent(s) verification. Form must be submitted to the Human Resources department no later than February 1 by 5:00 p.m. for Fall stipend reimbursement and June 1 by 5:00 by p.m. for Spring stipend reimbursement. Any part-time faculty member who fails to submit the form by the required deadline forfeits the stipend for that semester. See Article 10.9 – 10.9.3.3 for more specific guidelines.

I am requesting reimbursement for employee-incurred expenses as follows (\$1,000 maximum):

Medical	Insurance Premium	\$ _____
	And/or Doctor visits, procedures, labs, prescriptions, etc.	\$ _____
And/or		
Dental	Insurance Premium	\$ _____
	And/or Dental visits, procedures, labs, prescriptions, etc.	\$ _____
And/or		
Vision	Insurance Premium	\$ _____
	And/or Vision visits, glasses, contact lens, etc.	\$ _____
TOTAL REQUEST		\$ _____

I certify that the expenses submitted for reimbursement have not already been reimbursed from any other source and any indication to the contrary may disqualify my participation in the Part-time Faculty Medical Reimbursement Stipend Program in the future.

Employee Signature: _____ Date: _____

PART B: ELIGIBILITY VERIFICATION (To Be Completed by Human Resources Only)

Date form was received: _____ Date adjusted form was received (if applicable) _____

_____ YES. Request for reimbursement is approved. All the required program criteria have been met and verified. Required proof has been attached to this form

_____ NO. Request for reimbursement is denied.

Denial reason: _____

Total amount approved: \$ _____

HR Staff Member Review Signature/Date: _____

HR Manager Approved Signature/Date: _____

Date Submitted to Payroll: _____

Date Stipend to be paid to Employee: _____

20) For clarification the following is being added to Article III – Definitions

3.20 “Contact Hour” For the purposed of determining college workload, a “contact hour” shall be defined as fifty-two (52) clock minutes.

Signatures

Signed this 4th of August 2022.

For the District:

DocuSigned by:
Dr. Lisa Aguilera Lawrenson
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Dr. Lisa Aguilera Lawrenson
President/Acting Superintendent

DocuSigned by:
Joseph R Gonzales
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Joseph R. Gonzales
Acting Assistant Superintendent/Vice
President of Instruction & Planning

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Dr. Lonita Cordova
Assistant Superintendent/ Vice President
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Interim Vice President of Human Resources
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For the Association:

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President & Chief Negotiator SJDCTA

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