

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

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ARTICLE I
AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Board of Trustees of the San Joaquin Delta Community College District ("District") and the San Joaquin Delta College Teachers Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7 (commencing with Section 3540), of Division 4 of Title 1 of the Government code ("Act").
- 1.3 This Agreement shall remain in full force and effect from July 1, 2021, to June 30, 2024.
- 1.4 Any item negotiated and agreed to by both the District and the Association shall become a part of this Agreement.
- 1.5 SJDCTA agrees to waive filing a grievance related to section 18.1.1 from July 1, 2021, through June 30, 2024. This waiver shall not establish a precedent.

ARTICLE II
RECOGNITION

- 2.1 The District recognizes the Association as the exclusive representative of all full-time and adjunct faculty of the District, including librarians and counselors, excluding management, confidential and supervisory employees as defined in the Division 4 of Title 1 of the Government code ("Act"), for the purposes of meeting and negotiating.

ARTICLE III
DEFINITIONS

- 3.1 "Academic year" means that period between the first duty day of a fall semester and the last duty day of the following spring semester.
- 3.2 "Adjunct Faculty" refers to a temporary faculty member whose compensation basis is hourly rather than annually.
- 3.3 "Agreement" refers to a statement of understanding and intention between two or more parties with respect to the effect upon their relative rights and duties, of certain past or future facts or performances.
- 3.4 "Assignment" means the discipline(s) taught or regular duties performed as faculty members.
- 3.5 "College Instructional Day" is defined as 6:00 a.m. to 10:00 p.m. This definition is intended to describe the operation of the college, rather than assignment responsibility of the faculty, which will continue as per current practice.
- 3.6 "Consultation" refers to meetings, after proper notification, between designated management and association representatives to weigh the arguments for and against a proposed course of action, with the intent of such meetings to be to reach an understanding on the issues. Consultation shall occur on the definition of educational objectives, on the determination of content of courses and curriculum, on the selection of textbooks to the extent such matters are within the discretion of the District, and on other matters which are of mutual concern as determined by the District or the Association.
- 3.7 "Contract Employee" means a probationary employee as defined in Education Code.
- 3.8 "Contract Year" means that period between the first duty day and the last duty day of the faculty member's contract.
- 3.9 "Daily rate of pay" means the annual contract salary divided by the total number of duty days specified in the faculty member's contract.
- 3.10 "College Day" means all college classes and assignments which fall between the hours of 7:30 a.m. to 4:30 p.m. on Monday through Friday.
- 3.11 "Duty Days" mean the total required work days each semester as specified in Board-approved Academic Calendar (instructional days, mandatory and variable flex days and commencement).
- 3.12 "Faculty and Faculty member" refer to all members of the bargaining unit. The terms are also understood to refer to Professors (faculty who have received

tenure), Associate Professors (faculty who are on the tenure track but have not yet received tenure or temporary one-year instructors), and Adjunct Associate Professors (adjunct faculty).

- 3.13 "Full-Time Teaching Faculty on fixed hour schedules" are those faculty whose full-time load is based on a set number of hours of work per week.
- 3.14 "Full-Time Teaching Faculty on unit-based schedules" are those faculty whose full-time load is based on 15 units per semester.
- 3.15 "Late Evening Class" or "Late Evening Assignment" refers to a class or assignment commencing at 4:30 P.M. or later.
- 3.16 "Notification" means to inform in writing the party entitled to receive information regarding any action that will affect any item contained in this contract requiring mutual consultation and/or agreement between management and the association or bargaining unit members.
- 3.17 "Team Teaching" refers to instruction which involves two or more faculty members who are involved in the presentation of class materials requiring interdisciplinary topics. The hours of classroom presentation are shared by the faculty involved. The faculty members involved and the TrAC Dean(s)/Director(s) will determine the number of hours to be taught by each one.
- 3.18 "Regular Employee" means a faculty member who has acquired permanent status with the District.
- 3.19 "TrAC" means Transfer and Career (TrAC) Pathways

ARTICLE IV
NEGOTIATION PROCEDURES

- 4.1 Not later than November 1 of the academic year in which this Agreement expires, the District and the Association shall meet and negotiate in good faith with regard to negotiable items. The District and the Association shall "sunshine" their proposals at the same Board of Trustees meeting. Salaries and benefits will automatically be included in the negotiations. Any agreement reached between the parties shall be stated in writing and signed by both the District and Association.
- 4.2 Upon agreement of the negotiating teams to the terms of this Agreement, it shall be submitted to the membership of the Association for approval. Upon approval of the Association membership, the Agreement will be presented to the Governing Board of the District at the next scheduled Board meeting or a special meeting.
- 4.3 Either party may utilize the services of outside consultants to assist in the negotiations.
- 4.4 Negotiations shall take place at mutually agreeable times and places.
- 4.5 The District and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- 4.6 Members of the Association's negotiation team shall receive reasonable reassigned time without loss of compensation to participate in negotiations and impasse proceedings. Substitutes will be provided when required.
- 4.7 The Association shall have the right to receive budget or financial material approved by the Governing Board of the District and such other information, including the Policy and Procedures Manual that is necessary for the Association to fulfill its role as the exclusive bargaining representative.
- 4.8 The District and the Association shall meet to negotiate any proposed changes in the Policies and Procedures Manual which modify or conflict with any provision of this Agreement.

ARTICLE V

NON-DISCRIMINATION AND HARASSMENT

- 5.1 The District shall not discriminate against a faculty member with respect to employment, either directly or indirectly, on the basis of such matters as race, ethnicity, religion, color, ancestry, age, sex, national origin, marital status, physical or mental disability, medical condition, genetic information, gender, gender identification, gender expression, sexual orientation, pregnancy, military and veteran status, membership or activity in the Association, political affiliation, domicile, or concurrent employment by the District members of the same family, or any other legally protected status. Alleged violations of Section 5.1 shall be addressed as prescribed in Administrative Procedure 3435 (Unlawful Discrimination and Harassment Complaint Procedure and Investigative Process, effective as of December 2015.) or as interpreted through a court of competent jurisdiction. Prior to implementing new changes to BP/AP 3435, the parties agree to meet to determine the impact of the proposed changes.
- 5.2 The District shall not discriminate, either directly or indirectly, against any faculty member with respect to hours, wages, terms or conditions of employment or application of the provisions of the Agreement or Board Policies. Alleged violations of Section 5.2 shall be addressed through procedures described in Section 8.1 of the Agreement ("Grievances").

ARTICLE VI
ASSOCIATION RIGHTS

- 6.1 The Association and its duly authorized campus representatives shall have use, on a cost covering basis, subject to the same charges as those made to TrACs and departments, of college equipment and building facilities at all reasonable times, which shall include evening and weekend hours. Such equipment shall include, but shall not be limited to, word processing equipment, typewriters, duplicating equipment, calculating machines, data processing services to include mailing labels as regularly needed, and salary printouts and extra duty salary printouts, audiovisual equipment when such equipment is not otherwise in use, and reasonable use of the Publication Center.
- 6.2 The District shall make adequate bulletin board space available for Association use in each building housing faculty members, in the faculty dining area, and near the central mailboxes.
- 6.3 The Association and its campus representatives shall have the right to use the college mail distribution service for Association business. The material mailed shall indicate that it originated with the Association.
- 6.4 Duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on campus property as necessary.
- 6.5 The bargaining unit members shall be granted "reasonable periods of reassigned time without loss of compensation when meeting and negotiating and for the processing of grievances," as defined in the Educational Employment Relations Act.
- 6.6 Reassigned Time
- 6.6.1 The Association may purchase, in any year, additional reassigned time for its officers and bargaining team members.
- 6.6.2 Instructional Time: Such time may, by mutual agreement, be purchased in faculty load units per semester. The charge to the Association will be the cost to the District of employing an hourly instructor to teach the class or classes from which the instructor has been reassigned. No individual faculty member may be reassigned for more than six (6) units in any semester under the provisions of this section.
- 6.6.3 Payment to the District for reassigned time according to the provisions of this Agreement will be made annually.

- 6.7 The campus faculty parking identification sticker shall be provided at no cost to the Association for its designated CTA/NEA state or national staff representatives if one is required for preferred parking.
- 6.8 Names, principal division assignment, home addresses and telephone numbers of all full-time and adjunct faculty members shall be provided upon request to the Association no later than 30 days from the first day of each recognized semester or summer session, unless the unit member objects to the release of this information.
- 6.9 Changes
 - 6.9.1 The Association may consult with the District on proposed changes to:
 - 6.9.1.1 The definition of educational objectives,
 - 6.9.1.2 The determination of the content of courses and curriculum,
 - 6.9.1.3 The selection of textbooks.
 - 6.9.2 The District shall consult with the Association, upon request, on any proposed changes in the use of electronic and technological devices if the use impacts working conditions. Such consultation shall occur during the decision-making process at a time that will allow the Association input into the eventual District decision.

ARTICLE VII

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 7.1 Any faculty member who is a member of the Association, or who has applied for membership may sign and deliver to the college administration an assignment authorizing deduction of unified SJDCTA/CTA/NEA dues or assessments required by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the faculty member each month for ten months. Deductions for faculty members who sign such authorization after the commencement of the academic year shall be appropriately prorated to complete payments by the end of the period for which the faculty member was contractually employed during the current academic year.
- 7.2 With respect to all sums for membership dues deducted by the District pursuant to authorization of the employee, the District agrees promptly to remit such monies to the Association's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 7.3 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 7.4 Upon appropriate written authorization from the faculty member, the District shall deduct from the salary of any faculty member and make appropriate remittance for plans or programs as approved by the Association.

ARTICLE VIII
DISPUTE SETTLEMENT PROCEDURES

8.1 Grievances

8.1.1 Definitions

- 8.1.1.1 A "grievance" is a claim by a grievant that there has been a violation, misapplication or misinterpretation of any of the provisions of this Agreement or of any law, Board Policy, regulation or practice.
- 8.1.1.2 A "grievant" is the person or persons, including the Association or representatives thereof, making the claim.
- 8.1.1.3 A "party in interest" is any person who might be required to resolve the claim.
- 8.1.1.4 The term "days" used for calculating timelines are "business days" (definition of a "business day" is Monday through Friday, excluding District approved holidays), not calendar days.
- 8.1.1.5 The term "calendar year" means dates between January 1 and December 31.

8.1.2 Purpose and Scope

- 8.1.2.1 A grievance shall mean that there has been an alleged misinterpretation, misapplication or a violation of terms and conditions of employment, such as matters relating to wages, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class load, or procedures to be used for the evaluation of faculty members, as contained in negotiated agreements or Board policy or administrative procedures, and the denial of permanent status to third year contract faculty members if the denial was unreasonable to a reasonable person, or violated, misinterpreted or misapplied a policy or procedure regarding evaluation of probationary faculty members.
- 8.1.2.2 The failure of the grievant to act on any grievance within the prescribed time limits will act as a bar to any further appeal. A manager's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.

- 8.1.2.3 An investigation or other handling or processing of any grievance shall be conducted so as to result in minimal interference with, or interruption of, the instructional program and related work activities.

8.1.3 Procedures

- 8.1.3.1 A grievant may be represented at all steps of the grievance by an Association representative(s). The grievant and representative are responsible for citing the violation.
- 8.1.3.2 If at any step in the following process, the date when the step must be completed falls after the last day of Spring semester, the process will continue during the summer if the grievant (including the Association) are available for processing of the grievance.
- 8.1.3.3 Grievances may be filed on any date during the calendar year except when the campus is closed. If a grievant is off contract, the District will not be responsible to pay faculty or witnesses for their time to help resolve the issue.
- 8.1.3.4 Upon mutual agreement between the Association and the District, grievances can be started or forwarded at any level.
- 8.1.3.5 Upon mutual agreement of the Association and the District, a grievance may be taken directly to an advisory hearing.
- 8.1.3.6 Copies of all grievances and findings will be filed with the Vice President of Human Resources and Risk Management and the appropriate Manager/Supervisor.
- 8.1.3.7 First Step: Prior to filing a formal grievance at step two below, the grievant and/or the Association shall make a reasonable effort to discuss the matter with the Manager/Supervisor responsible for the action in question. This conversation shall be held within ten (10) days of the time of the request to discuss the matter with the Manager/Supervisor.
- 8.1.3.8 Second Step: If an informal meeting has not been held within ten (10) days of the notification of the Manager/Supervisor and if the grievance cannot be resolved informally, the grievant shall file the formal grievance in writing and, at a mutually agreeable time, discuss the matter with the appropriate Manager/Supervisor. The written grievance shall state the nature of the grievance and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The manager shall make a decision on the grievance

and communicate it in writing to the grievant within ten (10) days after receipt of the grievance.

8.1.3.9 Third Step: In the event the grievance has not been satisfactorily resolved at the second step, the grievant shall file, within ten (10) days of the Manager/Supervisor's written decision at the second step, a copy of the grievance with Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or Assistant Superintendent/Vice President of Student Services (for counselors) or the Vice President of Human Resources and Risk Management (for issues pertaining, but not limited to payroll, employee benefits, etc.). Within ten (10) days after such written grievance is filed, the grievant and Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management, shall meet to resolve the grievance. The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management shall file an answer within ten (10) days of the third step grievance meeting and communicate it in writing to the grievant and the grievant's Manager/Supervisor.

8.1.3.10 Fourth Step: In the event that the grievance has not been satisfactorily resolved at the third step, the Association shall file, within thirty (30) days of the written decision of the Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services or Vice President of Human Resources and Risk Management, a demand with the Superintendent/President, to proceed to the fourth step: a hearing before a Hearing Officer.

8.1.3.10.1 The Hearing Officer will be selected as follows:

8.1.3.10.1.1 With the concurrence of the Association, the Superintendent/President may serve as the Hearing Officer.

8.1.3.10.1.2 If the Association does not agree to have the Superintendent/President as the Hearing Officer, then the Association or District may request an Arbitrator chosen from the list of seven (7) names requested jointly by the Vice President of Human

Resources and Risk Management and the Association from the American Arbitration Association. The Association shall strike from the list the name of one candidate; then the Vice President of Human Resources and Risk Management shall strike the name of one candidate; the names will be stricken in this manner until the name of one candidate remains, who shall be the Hearing Officer.

8.1.3.10.2 The Hearing Officer shall conduct a hearing within either ten (10) days of the receipt of the written appeal of the third step decision or ten (10) days of agreement on the Hearing Officer. The Hearing Officer shall notify the District and the Association of his/her advisory decision within ten (10) days of such hearing. Within ten (10) days of the receipt of this written advisory decision by the Hearing Officer, the Superintendent/President will render a final written decision setting forth the reasons for such decision. This decision shall be final insofar as this administrative procedure is concerned.

8.1.3.10.3 The Association will pay half of the unreimbursed cost of any hearing.

8.1.3.11 Optional Fifth Step: At the option of the Association, the Board of Trustees may be requested to review the written record of the hearing procedure. The dispute settlement procedure must have gone through the hearing process before this is done.

8.2 Unlawful Discrimination and Harassment

8.2.1 Charges of harassment and/or discrimination shall be handled in accordance with Article V Non-Discrimination and Harassment.

ARTICLE IX
LEAVES

- 9.1 The benefits provided faculty members by Sections 87763 through 87788 and 87700 and 87701 of the Education Code are incorporated into this agreement except as supplemented in this Article. Adjunct faculty are entitled only to sick leave as enumerated in this Article, and such other leaves as are provided by law.
- 9.1.1 Whenever possible, advance notification to the immediate supervisor of any absence shall be given
- 9.2 Sick Leave (including parental leave): Full-time contract and regular faculty members will be entitled to ten (10) days (which will equal 60 hours) of paid sick leave each academic year (Education Code, Section 87781). Hourly faculty shall accrue sick leave at the rate of 1.09375 hours of sick leave for each pay unit assigned opposed to load units assigned (e.g., a 3-unit lab would equal 2.4 load units, but would equal 3 pay units).
- 9.2.1 Unused sick leave will accrue throughout the period of employment by each faculty member with the District.
- 9.2.2 At the beginning of each school year, every contract and regular faculty member will receive a sick leave allotment credit, equal to the entitlement for the school year. A faculty member may use this credited sick leave at any time during the school year. At the beginning of each semester, every hourly faculty member will receive a sick leave allotment credit based on their assigned hours. Upon separation from the District, any sick leave paid but not earned by a faculty member shall be deducted from the final paycheck.
- 9.2.3 With the first regular payroll of each semester, the District will provide every member with a written statement of the current and accrued sick leave for contract, regular, and hourly faculty.
- 9.2.4 Faculty employed during the summer session may utilize any hourly sick leave accumulated during the regular school year.
- 9.3 Sick Leave Reporting: For full-time contract and regular faculty, sick leave reporting will be deducted as follows:
- Sick leave reporting of three (3) hours or less (of class, counseling, or library time), on any given day will result in a deduction of one-half (.5) day (the equivalent of three (3) hours) of sick leave.
 - Sick leave reporting of more than three (3) hours (of class, counseling or library time), on any given day will result in a deduction of one (1) full day (the equivalent of six (6) hours) of sick leave.

- Sick leave will be charged ONLY for the days a faculty member is scheduled to work, per the contract, as assigned by the District.
- Office hours and service to the college are not included in the above calculation.

For adjunct faculty or overload hourly faculty:

- Sick leave will be reported and deducted on an hour per hour basis (regardless of how many full-time hours are reported/deducted per day).

9.4 Supplemental Sick Leave: In each academic year, if a faculty member has utilized all individual accumulated sick leave and is still absent from duty on account of illness or accident for a period of five (5) school months or less, the faculty member shall receive 50% of pay for time missed. For accounting purposes, any time used in one day shall be counted as one full day of supplemental sick leave. The five (5) months or less period during which the above leave is calculated includes all other paid sick leave provisions for which the faculty member is eligible (Education Code Section 87780).

9.5 Voluntary Sick Leave Bank: A Voluntary Sick Leave Bank will be established and maintained by the voluntary contributions of accrued sick leave days by full-time contract and regular faculty. The intent of the Voluntary Sick Leave Bank shall be to assist and aid contract and regular faculty who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued. The Voluntary Sick Leave Bank shall be managed by the District's Human Resources Office.

9.5.1 Eligibility: Participation in the Voluntary Sick Leave Bank shall be limited to full-time contract and regular faculty. In order to be eligible, the contract or regular faculty member must have authorized the District's Human Resources Office in writing to deduct one day of sick leave immediately and an additional day each time the Sick Leave Bank balance falls below one hundred (100) days. Such deductions shall continue until the member notifies the Human Resources Office in writing of his/her withdrawal from participation in the Bank. Participation in the Voluntary Sick Leave Bank shall be voluntary and may be withdrawn at any time without retrieval of contributed leave.

Contributing faculty participating in the Voluntary Sick Leave Bank upon implementation of the Bank are eligible for benefits immediately. Newly hired contributing faculty who join the Sick Leave Bank within thirty (30) days are eligible for benefits immediately. Contributing faculty joining or rejoining the Sick Leave Bank at a subsequent time can only enroll during an annual open enrollment period which will be the same annual open enrollment period used for employee health insurance changes.

- 9.5.2 All regular sick leave must be exhausted before a member of the Bank is eligible for benefits from the Voluntary Sick Leave Bank.
 - 9.5.3 A Bank member's ability to draw on the Bank is subject to there being an available balance in the Bank.
 - 9.5.4 Physician Certification: In order to utilize the Sick Leave Bank an employee must present to the District's Human Resources Office a physician's statement certifying that the employee will be unable to perform the function of the job for a period extending at least ten (10) working days beyond the exhaustion of available sick leave.
 - 9.5.5 Coordination of Benefits: Voluntary Sick Leave Bank benefits must be coordinated with supplemental sick leave, until an employee is eligible for disability. In no case will an employee be allowed to draw from the Bank after he/she is eligible for disability payments. An eligible member shall be limited to a maximum of one hundred (100) days of half-pay per academic year in conjunction with the use of supplemental sick leave.
- 9.6 Voluntary Adjunct Sick Leave Bank: A Voluntary Adjunct Sick Leave Bank will be established and maintained by the voluntary contributions of accrued sick leave hours by adjunct faculty. The intent of the voluntary sick leave bank shall be to assist and aid only adjunct faculty who experience unusual circumstances that cause a need for sick leave beyond that which they have earned and accrued. Contract and regular faculty who work overload shall not be eligible to participate in the Voluntary Adjunct Sick Leave Bank. The Voluntary Adjunct Sick Leave Bank will be managed by the District's Human Resources Office.
- 9.6.1 Eligibility: Participation in the Voluntary Sick Leave Bank shall be limited to adjunct faculty who have received and signed a contract for the semester. In order to be eligible, the faculty member must have accrued a minimum of three (3) hours of sick leave. Eligible members shall authorize the District's Human Resources Office in writing to deduct three (3) hours of sick leave immediately and three (3) hours each time the Sick Leave Bank balance falls below 200 hours. Such deductions shall continue until the faculty member notifies the Office of Human Resources in writing of withdrawal from participating in the Bank. Participation in the Bank shall be voluntary and will be continuous. Participation may be withdrawn at any time without retrieval of contributed leave.
 - 9.6.2 Contributing faculty participating in the Bank must join within 15 days of the start of the fall or spring semester or within 5 days of the start of the summer term.
 - 9.6.3 All hourly sick leave must be exhausted before a member of the Bank is eligible for benefits from the Voluntary Sick Leave Bank.

- 9.6.4 A Bank member's ability to draw on the Bank is subject to there being an available balance in the Bank.
 - 9.6.5 Adjunct faculty separating from the District who are ineligible to convert unused sick leave hours for service credit retirement in CalSTRS or CalPERS may donate their unused sick leave hours to the Sick Leave Bank and/or any current employee of their choosing.
 - 9.6.6 In no case will an adjunct faculty member be allowed to draw from the Bank after the adjunct faculty member is eligible for disability payments. An eligible member shall be limited to a maximum of 70 hours per semester.
 - 9.6.7 Physician Certification: In order to utilize the Sick Leave Bank an adjunct faculty member must present to the District's Human Resources Office a physician's statement certifying that the adjunct faculty member is unable to perform the function of the job.
- 9.7 Leave for Industrial Accident or Illness: All District faculty members who are eligible for Workers' Compensation benefits will be provided with industrial accident and illness leave according to the following provisions: (Education Code 87787)
- 9.7.1 The accident or illness must have arisen out of and in the course of the employment of the faculty member and must be accepted by the District's Self Insurance Fund as a bona fide injury or illness utilizing the same standards used by the State Compensation Insurance Fund.
 - 9.7.2 Allowable leave for each industrial accident or illness shall not exceed 60 days, during which the college is in session, or when the faculty member would otherwise have been performing work for the District in any one fiscal year.
 - 9.7.3 Allowable leave will not be accumulated from year to year.
 - 9.7.4 When an industrial accident or illness leave overlaps into the next fiscal year, the faculty member shall be entitled to only the amount of unused leave (from the 60 days allotment) due for the same illness or injury.
 - 9.7.5 The leave under these rules and regulations will commence on the first day of absence.
 - 9.7.6 Payment for wages lost shall not, when added to an award granted the faculty member under the Workers' Compensation laws of this State, exceed the normal wage for the day.
 - 9.7.7 Industrial accident or illness leave will be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.

- 9.7.8 During any paid leave of absence, the faculty member will endorse to the District the temporary disability indemnity checks received on account of the faculty member's industrial accident or illness. The District, in turn, will issue the faculty member appropriate salary warrants for payment of the faculty member's salary and will deduct normal retirement (on the full salary) and other authorized contributions.
- 9.7.9 Upon termination of the industrial accident or illness leave, the faculty member will be entitled to the benefits provided for sick leave (Education Code 87781) and absence for such purpose will be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the faculty member continues to receive temporary disability indemnity, the faculty member may elect to draw on accumulated sick leave to provide (with temporary disability indemnity payments) total income not to exceed normal full wages.
- 9.7.10 The Governing Board may provide for such additional leave of absence for industrial leave as it deems appropriate.
- 9.7.11 Periods of leave of absence under this provision shall not be considered to be a break in service of the faculty member.
- 9.7.12 Any faculty member receiving Workers' Compensation benefits shall remain within the State of California during periods of illness or injury unless otherwise authorized by the Governing Board.

9.8 Personal Necessity Leave

- 9.8.1 The faculty member requiring a leave under this section shall verify by submitting a signed Faculty Personnel Absence Report that leave will be taken for one of the reasons listed as permissible under this section. A faculty member may elect to use not more than six (6) days of accumulated sick leave benefits in a school year in the following cases of personal necessity:
- 9.8.1.1 Death of member of the faculty member's immediate family. According to Education Code 87788, immediate family is defined as mother, father, grandmother, grandfather, or grandchild of the faculty member or of the spouse of the faculty member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the faculty member, or any relative living in the immediate household of the faculty member.
- 9.8.1.2 Accident involving the faculty member's person or property, or the person or property of a member of the faculty member's immediate family, as defined above, of such an emergency nature that the immediate presence of the faculty member is required during a work day.

- 9.8.1.3 Appearance in court or mandatory legal proceeding, as litigant, or as a witness under an official order, except as a party in an action against the District. If the faculty member is a party in an action against the District, and appearance in court or a mandatory legal proceeding is required, an unpaid leave of absence will be granted by the District, upon request by the faculty member.
- 9.8.1.4 Serious or critical illness of a member of the immediate family, as defined above, calling for services of a physician and of such an emergency nature that the immediate presence of the family member is required during the workday.
- 9.8.1.5 Death of a member of the family not considered immediate family, i.e., aunt, uncle, brother-in-law, sister-in-law.
- 9.8.1.6 When events of compelling personal importance (Section 87781.5) occur, which require the immediate attention of the faculty member during assigned hours of service and the circumstances cannot be reasonably disregarded, leave up to a maximum of six (6) days may be granted, as authorized by Section 87784 of the Education Code in any school year for all cases of personal necessity listed in paragraph (1) through (5) above, or:
 - 9.8.1.6.1 To a parent upon the birth or adoption of a child.
 - 9.8.1.6.2 To take any advanced educational degree examination.
 - 9.8.1.6.3 To get married.
 - 9.8.1.6.4 To attend marriage of a child.
 - 9.8.1.6.5 To attend a graduation for spouse/partner or a child.
 - 9.8.1.6.6 To appear before a governmental agency when compelled to do so by the agency for purposes directly related to the faculty member. This provision shall not be construed to authorize leave for purposes of providing services to such an agency, whether for compensation or otherwise, nor shall this provision be deemed to authorize leave for the purpose of seeking membership in or employment with such governmental agency.

9.8.1.6.7 Six (6) days per year, of the existing allowed days for compelling personal importance may be used for personal necessity as determined by the employee.

9.8.1.7 In a situation which makes it impossible for a faculty member to get to the work location due to a natural disaster as declared by the Superintendent/President, the faculty member may use up to three (3) days personal necessity leave for this purpose.

9.8.2 Leaves not qualifying under provisions for Personal Necessity Leave may be considered under Article 9.13, Other Paid Leaves.

9.9 Bereavement Leave - Every faculty member shall be entitled to three (3) days of paid leave of absence, or five (5) days if out-of-state travel is required, for each occurrence on account of the death of any member of the immediate family. This leave shall not be deducted from sick leave.

9.10 Jury Leave - A faculty member shall be entitled to as many days of paid leave as are necessary for jury duty. This leave will not be deducted from any accumulated leave. The faculty member shall deposit with the Cashier, checks received from the judicial system for jury duty. Any meals, mileage, or parking allowance provided the employee for jury duty shall not be considered in the amount received for jury duty.

9.11 Sabbatical Leave - The Board may grant any regular faculty member a leave of absence not to exceed one year for the purpose of permitting study or travel by the employee which will benefit the college and students of the District. A faculty member who has been granted a sabbatical leave and refuses it after 30 days from Board approval may not re-apply for 7 years.

9.11.1 Sabbatical leaves may be granted for a full year or for one semester for regular faculty who have rendered at least six (6) consecutive years of service to the District or at least six (6) years of service since initial hire or the last sabbatical leave. A one semester leave shall constitute a complete sabbatical.

9.11.2 The number of faculty on a full year or semester leave during any one year shall be limited to three percent (3%) of the contract and regular faculty employed by the District.

9.11.3 Granting a sabbatical leave is to permit the faculty member an opportunity to pursue a planned and definite project of study, travel or research, or a combination of these, which will have a substantial benefit to the District and its students.

9.11.4 The Faculty Professional Growth Committee shall make available to the faculty Sabbatical Leave Application forms no later than September 1

of each year. The faculty shall be informed of the availability of the applications in a timely manner.

- 9.11.5 The formal application requesting sabbatical leave for the fall or spring semester, or both, will be submitted to the Faculty Professional Growth Committee on or before October 1 of the school year prior to the year for which leave is being requested.
- 9.11.6 The Faculty Professional Growth Committee will submit its decision either to recommend or not to recommend the application to the Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services, as appropriate. The Assistant Superintendent/Vice President will review the proposals and submit a decision either to recommend or not recommend to the Superintendent/President by January 15. Applicants will be notified within 7 working days of the Assistant Superintendent/Vice President's decision. The Superintendent/ President will consider the recommendation(s) of the Assistant Superintendent/Vice President and make a recommendation to the Board of Trustees. The Superintendent/President or designee will notify the applicant within 24 hours of the Board's action. Within thirty (30) days after the Board action, those applicants who were rejected for sabbatical leave will be given, in writing, the specific reasons for rejection.
- 9.11.7 A faculty member who is on sabbatical leave will be paid full salary by the District for a semester's leave and at a level of sixty-two and one-half percent (62.5%) of salary for a full year's leave. There shall be no reduction in employee benefits during the term of a faculty member's sabbatical leave. Faculty shall not be given any work assignment including overload during the period of the sabbatical.
- 9.11.8 Upon request the District and a faculty member who is to go on sabbatical leave shall develop a payment schedule which is acceptable to both, at least thirty (30) days before the sabbatical leave is scheduled to commence.
- 9.12 In-Service Leave - A faculty member may apply for in-service leave, using the normal procedure for submitting a Faculty Travel Request. If the request is granted, the paid leave shall not exceed three (3) days for each school year. All expenses for in-service leave will be paid at the rate listed in the Travel and Mileage Reimbursement Bulletin and will be charged to the appropriate travel budget.
- 9.13 Other Paid Leaves - Leaves may be granted for mini-sabbatical and staff development purposes.
- 9.14 Leave of Absence - The Board of Trustees may grant a leave of absence to any permanent faculty member for a purpose other than those listed in this Agreement

or the Policy Manual if such leave meets with the approval of said Board. A faculty member who has applied for a disability allowance under STRS shall be granted an unpaid leave of absence of up to the date of the STRS ruling on disability.

- 9.15 Miscellaneous - Unless otherwise provided in this Article, a faculty member on paid leave of absence shall be entitled to (a) a return to the same assignment held immediately before commencement of the leave; (b) receive credit for annual salary increments provided during the leave; and (c) receive during the leave all other employee benefits, to the extent not expressly prohibited by law. A faculty member on unpaid leave shall be entitled to return to the assignment, unless mutually agreed to by both parties, held immediately before commencement of the leave. The faculty member shall be entitled to all other employee benefits granted faculty members on paid leave, through the payment of appropriate premiums and other charges on a payment schedule acceptable to the faculty member and the District. Employees on unpaid leave shall not be eligible for sick leave, the use of bereavement leave, or jury or personal necessity leave.

ARTICLE X
EMPLOYEE BENEFITS

10.1 Eligibility

10.1.1 The District shall provide all contract and regular faculty members and their dependents benefits under the following plans:

10.1.1.1 Health Insurance and Prescription Drug Plan Coverage via a choice of one or more Preferred Provider Option (PPO) with a Drug Plan, or Health Maintenance Organization (HMO) options which include drug plans or coverage.

10.1.1.2 Dental Insurance

10.1.1.3 Life Insurance

10.1.1.4 Vision Care Plan

10.1.1.5 Long-Term Disability Plan

10.1.2 New eligible members receive benefits beginning the first of the month following thirty (30) days of continuous employment.

10.1.3 Adjunct faculty may elect to participate in the current health benefit package provided by the California's Valued Trust (CVT) for active employees. These benefits will be fully paid by the adjunct faculty member and on terms acceptable to CVT, with the qualification that there will be no continuing obligation by the District if CVT or other carrier later removes eligibility of adjunct faculty. In the event CVT or subsequent carrier disallows health benefits for adjunct faculty, the District will meet with the Association to negotiate on the issue of health benefit coverage for adjunct faculty.

10.1.4 The District will meet and negotiate with the Association regarding any contemplated change in carrier or coverage.

10.1.5 For purposes of this Article, faculty members employed on a half-time basis pursuant to the provisions of Article XXIII of this Agreement shall be deemed to be full-time faculty members.

10.2 Tax Sheltered Annuities

10.2.1 Faculty members may participate in a tax-sheltered annuity from the District provided list of vendors, with the District providing payroll deductions for this purpose.

10.3 Voluntary Payroll Deductions

10.3.1 Deductions will be made from salary upon request by the faculty member for District-approved purposes.

10.4 Medical Examinations and Tests

10.4.1 All medical examinations and tests requested by the District shall be paid for by the District.

10.5 Enrollment Fee for Delta College Classes: The District will pay the enrollment fee for contract and regular faculty and their dependents, as claimed on the contract and regular faculty member's tax return for the year in which the faculty member and/or dependent is enrolling. The enrollment fee shall be paid for any Delta College credit class. The individual faculty member or dependent must enroll through the regular registration process and will be responsible for all other costs associated with the class.

10.6 Benefits for Active Contract and Regular Faculty Members

10.6.1 The benefits provided in this Article shall remain in effect without interruption during the term of this Agreement.

10.6.1.1 CVT is the current provider, but the District will meet and negotiate with the Association regarding any contemplated change in carrier or coverage.

10.6.1.2 Within the restrictions of CVT, the Association will select the plan and level of coverage it wishes to offer its members.

10.6.1.3 Contract and regular faculty members do not have the option of not participating or "opting out" of selecting health benefits.

10.6.2 If a faculty member desires insurance coverage to continue during periods of unpaid leaves of absence from the District, the faculty member will be required to pay the premiums on insurance benefits monthly in advance. Unpaid leaves are to be considered interruption – not a break in service. Under this section, the period required for benefits upon retirement would be extended beyond the twenty-two (22) years, by the length of the unpaid leave.

10.6.3 Continued health plan coverage will be provided in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA).

10.6.4 A year of service will be that period determined by the State Teachers' Retirement System or Public Employees' Retirement System as constituting a year.

- 10.6.5 Effective October 1, 2021, each active contract and regular faculty member shall receive an employer healthcare contribution of twenty-six thousand dollars (\$26,000) for health, vision, and dental benefits. Beginning October 1, 2022, the employer healthcare contribution shall be calculated using the CVT composite rate structure for the combined cost of the vision, basic incentive dental with prosthodontic rider, and Kaiser 7 or Blue Cross 10D medical plan whichever is more expensive. The annual employer healthcare contribution will be equal to the calculation stated above, however the contribution shall not exceed four percent (4%) over the employer's prior year's contribution.
- 10.6.6 Life insurance and long-term disability is paid for and provided by the District.
- 10.6.7 Each active contract and regular faculty member shall select a plan and the level of coverage, and the District shall contribute towards the cost of the selected plan up to the annual employer healthcare contribution allocated monthly. If the cost of the selected plan(s) is greater than the annual employer healthcare contribution, the faculty member shall pay the difference each month through a payroll deduction.
- 10.6.8 The annual employer healthcare contribution and the corresponding payroll deductions for these benefits will be divided and distributed by the number of months the faculty member works, although the benefits will be received each of the twelve (12) months of the benefit year.
- 10.6.9 Benefits paid by the employee and/or the District will be for the current month, on a pay-as-you-go basis.
- 10.6.10 Faculty members may individually elect to pay for such benefit costs on a pre-tax basis via payroll deductions through the District's Section 125 Flexible Benefit Plan. Payroll deductions will be made from the employee's salary.
- 10.6.11 Notification of changes in plans, deadlines for payments, and plan coverage will be provided to current and retired employees thirty (30) days prior to the effective dates.

10.7 Surviving Spouses

- 10.7.1 The employment benefits as stated below will be granted the surviving spouses of retired regular faculty members who have qualified for the continuation of such retiree health benefits provided that the surviving spouse notifies the District within a 30-day period after the death of the retired faculty member of their election to continue the coverage. In order to continue coverage as provided herein, the surviving spouse shall be responsible for payment at the District retiree rate at the time of retirement.

10.7.1.1 Health Insurance and Prescription Drug Plan Coverage

10.7.1.2 Dental Insurance

10.7.1.3 Vision Care Plan

10.7.2 Should a contract or regular faculty member die while under contract to the District, the surviving spouse shall be entitled to continued coverage under the benefits stated below provided that the surviving spouse notifies the District within a 30-day period after the death of the faculty member of election to continue coverage. Such spouse shall pay the premium for the continued coverage on a month-to-month basis.

10.7.2.1 Health Insurance and Prescription Drug Plan Coverage

10.7.2.2 Dental Insurance

10.7.2.3 Vision Care Plan

10.8 Continuation of Benefits Upon Retirement

10.8.1 The District agrees the contract language for both Group I and Group II shall include continuing medical benefits upon retirement as defined below in Groups I and II for active employees who retire from the District and their eligible dependents. Dependent shall be defined as spouse or domestic partner, dependent child, stepchild, child of domestic partner and/or legal guardianship of minor child. Dependents must meet the eligibility requirements and age limits of the current third-party administrator and plan providers. Verification of dependency will be required. (i.e. marriage license, domestic partnership certification, birth certificate, etc.).

10.8.2 Group I:

10.8.2.1 Hire Dates and Service Criteria: Group I include faculty employees who were employed prior to October 20, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under State Teachers' Retirement System or State Public Employees' Retirement System.

10.8.2.2 Benefits Upon Retirement: Group I faculty employees are eligible for continuing medical benefits (including prescription drug plan), dental, life insurance, vision, and Employee Assistance Program coverage after their retirement from the District. These faculty employees may continue to be employed by the District until they choose to retire. Upon retirement, the level of medical benefits during retirement shall be the same as stated in Appendix L, provided that such retirees have satisfied

the appropriate qualification period of consecutive years of service and are enrolled (spouse included) in Medicare when eligible. The cost of premiums and Medicare shall be borne by the District.

10.8.3 Group II

10.8.3.1 Hire dates and Service Criteria: Group II includes active faculty employees who do not meet the eligibility criteria of Group I, and who were continuously employed by the District prior to May 31, 2007.

10.8.3.2 Current faculty employees hired between October 20, 1987 and May 31, 2007 (inclusive) must have twenty-two (22) years of continuous District service immediately preceding their retirement under State Teachers' Retirement System or the State Public Employees' Retirement System to be eligible to receive medical benefits upon retirement.

10.8.3.2.1 Benefits upon Retirement: Group II:

10.8.3.2.1.1 Faculty employees who meet the Group II eligibility criteria and are under the age of Medicare eligibility will continue to receive the same annual employer healthcare contribution as a current active employee allocated on a monthly basis until they reach the age of Medicare eligibility, after which point they will receive benefits as detailed in 10.8.3.2.1.2. The pre-Medicare Group II retirees shall select from the benefit plans that are available to the active faculty. These pre-Medicare Group II retirees are eligible for continuing medical (including prescription drug plan), dental, life insurance, vision, and Employees Assistance Program coverage.

10.8.3.2.1.2 Group II Faculty employees who meet retiree Benefit eligibility criteria and who have reached the age of Medicare eligibility shall select a Medicare Carve Out Plan from the benefit plans that are available to the

active faculty which maintains the level of Medicare benefits to the level of the active faculty employees. The District's contribution to the Medicare Carve Out Plan shall not exceed the amount of the annual employer healthcare contribution provided to active faculty employees. The Medicare Group II retirees are eligible for continuing medical (including prescription drug plan), dental, life insurance, vision, and Employee Assistance Program coverage.

10.8.3.2.1.3 The total level of benefits provided to any retiree in Group II (pre- Medicare and Medicare) by the District will be equal to the level of benefits provided to an active faculty.

10.8.3.2.1.4 If the cost of the plan selected is more than the annual employer healthcare contribution, the retiree is responsible for any additional cost of the plan on a monthly basis.

10.8.4 Group III

10.8.4.1 Hire dates and service criteria: Group III includes active faculty employees who do not meet the eligibility criteria of Group I or II, and who began their continuous employment with the District after May 31, 2007.

10.8.4.2 Benefits upon retirement: Group III faculty employees who begin their continuous employment in a benefited position with the District after May 31, 2007, will be eligible for active faculty employee health benefits during their employment, but will not be eligible for continuing medical benefits from the District upon retirement.

10.8.4.3 Current and future faculty employees who retire after May 31, 2007, and who are either eligible to be covered by Medicare or who are not eligible for continuing health benefits upon retirement will have access to available supplemental health plans at District rates for themselves and their eligible

dependents. The cost for this coverage will be borne exclusively by the retired faculty employee and/or their dependents.

- 10.8.4.4 Benefits Group III: Beginning 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.

ARTICLE XI
WORKING CONDITIONS

- 11.1 Upon appointment, and during every year of employment thereafter, each contract and regular faculty member shall be provided with an individual office unless an exception is requested by the faculty member. Said office shall be maintained, lighted, ventilated, and heated or cooled, as applicable, during all faculty duty days and to the extent practicable during other periods where special arrangements have been made. Faculty offices, including those designated for part-time faculty, shall be equipped at least with the following, all of which shall be maintained in working order:
- 11.1.1 A lockable door
 - 11.1.2 One (1) desk with one (1) lockable drawer
 - 11.1.3 One (1) rolling desk chair
 - 11.1.4 Up to two (2) chairs for visitors
 - 11.1.5 One (1) lockable filing cabinet
 - 11.1.6 One (1) wastebasket
 - 11.1.7 One (1) desktop or laptop computer
 - 11.1.8 One (1) bookcase
- 11.2 Each faculty member shall be provided with keys to his/her individual office and appropriate keys to the building in which the office is located.
- 11.3 Conference rooms for faculty use will be available for meetings and conferences related to employment. Use of such rooms shall be approved by the proper authority.
- 11.4 Clerical assistance shall be available to all faculty members through their respective TrAC Office for teaching, certificate and program support to be provided within normal business operational hours unless prior approved by management.

Faculty members may have reasonable use of the duplicating equipment in any TrAC Office (not to supplant Duplicating Services).

In addition, adequate clerical assistance to support curriculum development and administrative functions associated with Academic Senate, Curriculum Committee, Faculty Professional Growth Committee, Flex, and curriculum development will be provided.

- 11.5 Faculty members' participation in, or attendance at, all college-sponsored functions and activities shall be voluntary.
- 11.6 Protective attire required by the District or law, will be provided and maintained by the District.
- 11.7 All faculty members and members of their immediate families and retired faculty members shall be provided free tickets to all District athletic events and other activities to which student activity tickets normally apply.
- 11.8 Parking
 - 11.8.1 The District will provide each member of the CTA bargaining unit with one parking permit per year without charge. The District will also provide one additional permit upon request.
- 11.9 Any faculty or staff meeting called by the college administration, a TrAC, or a department shall be scheduled during a regular duty day at a time when a minimal number of classes are in session, except that there may be one TrAC meeting each semester at which the entire TrAC faculty, including the hourly instructors and regular day instructors, will meet together that will not be scheduled during the regular duty day.
 - 11.9.1 Normally, each affected faculty member shall be provided sufficient notice of the meeting, and normally an agenda shall be distributed at least two (2) days in advance.
 - 11.9.2 In the event of an emergency meeting or one involving required attendance, all affected faculty members shall be relieved of their professional responsibilities for the duration of the meeting. A faculty member shall not be required to make up a missed class or office/desk hour, if required to attend such a faculty meeting.
 - 11.9.3 In the event contract or regular faculty are required to participate in a District sponsored activity that necessitates the cancelling of a faculty member's assigned duties/class assignments, the faculty member shall not be required to make up the missed assignment.
- 11.10 Administration-ordered class or other duty cancellations for whatever reason on established duty days shall not in any way alter the status of those days as duty days for the purpose of faculty members' contractual rights, compensation and benefits; in no event, however, will classes be held for less than the minimum number of days provided in Section 84370 of the Education Code.
- 11.11 Faculty members' daily teaching or duty schedules shall comprise an elapsed time of no more than six (6) consecutive hours, from the beginning of the first contract or regular assignment through the end of the last contract or regular assignment

on that day. Lunch breaks may be provided but are not to be considered as part of the consecutive hours.

11.11.1 Exceptions may be permitted in cases where a faculty member specifically requests or agrees in writing to a different type of schedule.

11.11.2 Hourly assignments shall not be considered part of the duty day and shall be compensated in accordance with the provisions of Article XIX - Hourly Compensation.

11.11.3 All travel time involved in meeting contract and regular assignments at a site other than the main college campus shall be included in determining the six-hour period where such assignments are part of a faculty member's full-time work load.

11.11.4 Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where an exception is necessary in order to complete a full contract load. The District will take no punitive action against employees to assign them evening or weekend classes.

11.12 Faculty members shall be provided no less than twelve (12) consecutive hours elapsed time between the end of the last contract or regular assigned class, or hour on one day, and the beginning of the first assigned class, or hour, on the following day.

11.12.1 In the case of late evening assignments, a minimum of nine (9) consecutive hours shall elapse between the last class or the conclusion of travel on one day and the first class or the initiation of travel on the following day.

11.12.2 Exception to the elapsed time provisions above may be permitted in cases where a faculty member specifically requests or agrees in writing to a different elapsed time period, or in cases where the instructor must take a late evening class in order to complete a full contract load.

11.13 All faculty members shall be notified in writing at least six (6) weeks in advance of a given academic session of their tentative schedules for the ensuing academic period. Each faculty member shall meet with the faculty member's immediate supervisor, or TrAC Dean, to modify or otherwise alter said schedule as necessary.

11.13.1 Signed contracts shall be mutually binding. Course cancellations shall in no way affect the District's contractual obligation to compensate the faculty member or the faculty member's contractual obligation to serve the District. Hourly contracts may be terminated for low enrollment or reassignment.

- 11.13.2 All classes shall be assigned to rooms and laboratories which can accommodate them and which are also heated, cooled, lighted, ventilated, equipped, and maintained.
- 11.13.3 Classes for a given course section in any given academic period shall be assigned to the same room for all scheduled class meetings, barring extraordinary or emergency circumstances.
- 11.13.4 A faculty member shall not be assigned any class or duty for which the faculty member does not have adequate training and experience as determined by meeting Board of Governors minimum qualifications and competence in the appropriate Faculty Discipline Area.
- 11.14 All hourly assignments shall be voluntary and shall be treated in accordance with the provisions of Article XIX - Hourly Compensation when any such assignment represents a load in excess of the full-time workload as defined in Article XVII - Workload.
- 11.15 Individual bargaining unit members or groups of bargaining unit members may use college facilities when those facilities are not being used during the regular academic year. The use of college facilities shall be for the purpose of meetings or recreation and avocational interests if the facility used for avocational interest is a laboratory which is normally used by the faculty member in his/her regular assignment. College facilities may not be used for commercial purposes, avocational interests (except as noted above), or personal financial gain. The use of college facilities by bargaining unit personnel does not permit the concurrent use of the same facility by non-college personnel. The use of college facilities by members of the bargaining unit shall not be at District expense; charges will be made for overtime of additional support personnel, equipment, material supplies and energy-related utilities required beyond that normally furnished in the day to day business of the District. The TrAC Dean of Arts and Communications, TrAC Dean of Physical Education, Recreation, and Athletics and/or Director of Facilities and Operations have the prerogative to determine which facilities may be used and when supervision of any activity will be required in the interest of district liability. Regular facilities use procedures, as outlined in the 9000 Series of the Board Policies and Procedures, must be followed.
- 11.16 The District hereby recognizes and reaffirms its belief that faculty, as professionals and as employees in a non-traditional work setting, follow non-traditional working patterns as a means of best discharging their professional responsibilities. The District and the Association agree that past practices with respect to the non-traditional working patterns of faculty shall not in any way be abridged, diminished, or altered during the life of this agreement and shall be applied in a manner consistent with the terms and conditions of this Agreement.
- 11.17 All forms currently required of faculty members will be maintained in the Instruction Office. The District will provide the Association a complete set of the actual forms

required of faculty members. It is understood that any additional information required by any governmental agency or accrediting authority or the District's insurance carriers will be provided by the faculty member. The faculty will provide this information in a timely and accurate manner. The District has the right to change forms unless 30 percent of the faculty disagree. In that event, the change would be negotiated.

- 11.18 It is the existing policy of the District to maintain and encourage academic freedom, tenure rights, and recourse on these items consistent with the existing laws and District policies. In the event that a faculty member is of the opinion that the right of academic freedom, tenure rights, or recourse on these items is in any way under restraint, that faculty member shall have the right to proceed against this restraint through the Dispute Settlement Policy and through those avenues of recourse guaranteed by existing civil statutes. Upon request of a bargaining unit member, the Association may provide assistance and counsel on these matters.
- 11.19 Faculty shall be allowed mileage according to rates established by the Internal Revenue Service for off-campus travel required as part of the faculty member's assignment.

ARTICLE XII
PERSONNEL FILES

- 12.1 Records relating to the employment of faculty members shall be maintained in individual personnel files located in the Office of Human Resources.
- 12.2 Materials in personnel files of faculty members which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved.
- 12.3 Faculty members shall not be entitled to review ratings, reports or records which (a) were obtained prior to the employment of the person involved, (b) were prepared by identifiable examination committee members, or (c) were obtained in connection with a promotional examination.
- 12.4 Faculty members shall have the right to examine and/or obtain copies of any materials contained in the personnel file upon request, provided the request is made at a time when such person is not actually required to render services to the District and the Office of Human Resources is open for official business.
- 12.5 No person shall have access to faculty member's confidential personnel file except when actually necessary in the proper administration of the District's affairs, including, but not limited to the supervision of the employee, or when compelled by law. The Vice President of Human Resources and Risk Management shall maintain in each file a log showing the date access to each file was granted and the signature of the person to whom access was granted.
- 12.6 Information of a derogatory nature, except the items listed in 12.3 above, shall not be entered or filed unless and until the faculty member is given notice and an opportunity to review and comment thereon. Faculty members shall have the right to have such comments entered and attached to any such derogatory statement. Faculty members shall have the right to grievance procedures for the purpose of having false, erroneous or detrimental information rectified or expunged. Faculty members shall have the right to grieve the content of evaluations through the third step of the Dispute Settlement Procedure only.
- 12.7 No anonymous material will be placed in a personnel file.
- 12.8 The exclusive bargaining representatives may have access to a unit member's personnel file only with the specific written authorization of the member. Such written authorization shall be entered into the file on each occasion.

ARTICLE XIII
COLLEGE CALENDAR

- 13.1 For the 2021-2022 year and forward there shall be 175.5 duty days composed of 162 instructional days, three (3) mandatory and ten (10) variable flex duty days to be used for staff development activities as described in Title 5, Section 55720 et seq. and 0.5 days for graduation exercises. (Faculty on sabbatical will be exempt from .5 days for graduation exercises).
- 13.2 Flex calendar provisions shall apply to all faculty. The following parameters shall apply:
- 13.2.1 Flex activities will be planned and/or approved by the Faculty Professional Growth Committee within the parameters of Title 5. The Committee may schedule group flex activities and approves faculty flex plans.
- 13.2.2 For the 2021-2022 year and forward, each contract and regular faculty member shall be responsible for planning and completing a minimum of 13 days (65 hours) of approved flex activities each fiscal year. Of these 13 days, faculty members are responsible for attending three (3) mandatory flex days (15 hours) of flex activities for the academic year scheduled by the District. A faculty member may fulfill up to 50 hours of their variable flex obligation during instructional duty days provided the activity is approved by the Faculty Professional Growth Committee and no class, regular duty, office hour or committee assignment is missed. In fiscal years during which Cesar Chavez Day (March 31) occurs during Spring Break or on a weekend, one of the mandatory flex days will not be required.
- 13.2.3 Breaks between semester and summer calendar.
- 13.2.3.1 There will be a minimum of a three week break between the end of the fall semester (the Sunday of the week after the last day of finals) and the start of the spring semester (which includes the variable flex days in the calendar). There will be a minimum of one week between the end of the last summer session and the start of the fall semester. There will be a minimum of one week between the end of the spring semester (the Sunday of the week after the last day of finals) and the start of the first summer session.
- 13.2.4 Adjunct faculty, and contract and regular faculty who teach overload will be compensated for participating in flex activities for assignments during the fall and spring semesters. For each adjunct and overload assignment, an additional 8.5% of the assigned instructional hours will be added to the faculty assignment for flex activities.

- 13.2.4.1 Each adjunct and overload hourly faculty member is required to complete and submit a Report of Hourly Flex Activities documenting hourly flex activities no later than 14 calendar days prior to the beginning of final examination week to the Flex Program Coordinator in the Academic Senate Office showing completion of approved flex activities.
- 13.2.4.2 Hours for individual faculty assignments that have not been completed will be deducted from the final paycheck of the semester, on or about January 10 or June 10.
- 13.2.4.3 The District shall provide the Flex Program Coordinator a listing of individual flex assignments for adjunct and overload faculty no later than seven (7) calendar days following the fall and spring census days. The Flex Program Coordinator will be available to respond to inquiries, assist faculty in completing flex reports, and for general oversight of the program throughout the semester.
- 13.2.5 No later than fourteen (14) calendar days prior to the beginning of final examination week of the spring semester, contract and regular faculty members shall submit an Annual Report of Flex Activities to the Flex Program Coordinator in the Academic Senate Office showing completion of approved flex activities for the annual “variable” flex assignment.
- 13.2.6 Travel time and other time not directly spent in participation in an approved flex activity shall not be counted as fulfilling the annual flex obligation. For presentations of activities, hours will be counted on a two-for-one ratio.
- 13.2.7 Variable flex activities completed during July of the fiscal year may be reported on the Fall Report of Hourly Flex Activities, or in the case of contract and regular faculty on the Annual Report of Flex Activities.
- 13.2.8 In order to qualify for flex credit, all activities must be approved by the Faculty Professional Growth Committee. The committee shall meet regularly to consider individual requests.
- 13.2.9 At the first Faculty Professional Growth Committee meeting of each semester, the committee will consider appropriate activities and the Flex Program Coordinator will publish a list of approved flex activities or types of activities. This list shall be published on the web site, *flex.deltacollege.edu* and shall be updated throughout the semester as additional activities are considered and approved. The Faculty Professional Growth Committee shall classify the activities in categories as defined by the California Community College Chancellor’s Office.

- 13.2.10 On at least a monthly basis, the Flex Program Coordinator shall notify faculty by email message of the list of flex activities and any updates or modifications made by the Faculty Professional Growth Committee.
- 13.2.11 No later than the first day of final examinations of the fall semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Report of Hourly Flex Activities forms submitted by adjunct and overload faculty members and a summary report of all approved flex activities completed during the fall semester.
- 13.2.12 No later than the first day of final examinations of the spring semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Report of Hourly Flex Activities forms submitted by adjunct and overload faculty members and a summary report of all approved flex activities completed during the spring semester.
- 13.2.13 No later than the first day of final examination of the spring semester, the Flex Program Coordinator shall provide to the Office of Instructional Services each of the Annual Report of Flex Activities forms submitted by contract and regular faculty members and a summary report of all approved flex activities completed during the current fiscal year.
- 13.2.14 The summary reports shall include approved activities compiled from Reports of Flex Activities. The summary report shall include:
1. TrAC
 2. Instructor Name
 3. Assignment Type
 4. Sum of Assigned Flex Hours
 5. Flex Category and Completed Hours
 6. Total Hours Reported

The District agrees that clerical staff will be provided to assist the Flex Program Coordinator in compiling and summarizing reports of flex activities.

- 13.2.15 Flex hours will be accounted for on a fiscal year basis.
- 13.2.16 Faculty who do not fulfill the required number of flex hours shall have their salary reduced for each hour not fulfilled (or may choose to have their sick leave reduced in an amount equivalent to the flex hours requirement not fulfilled) except in the following circumstances, which will be reviewed for waiver by the District and Association.
- 13.2.16.1 Extended illness, disability, or death which precludes the completion of flex activities.
- 13.2.16.2 Approved paid, unpaid, or sabbatical leave.

13.2.16.3 Other circumstances as mutually agreed upon

13.2.17 The District agrees to assign a Flex Program Coordinator as agreed in Appendix C. The Flex Program Coordinator shall be assigned to the Faculty Professional Growth Committee as a voting member.

13.2.18 Prior to the beginning of each semester the Office of Instructional Services will compile a report of the positions and the corresponding release time granted and submit the report to the Association for their review. The District and the Association will confirm the Release time report. It will be signed and retained in the Office of Instructional Services for reference for a period of one academic year.

13.3 The District will consult annually with the Association a minimum of one week prior to any release of information concerning the proposed academic calendar for the ensuing year. This calendar will be consistent with all applicable articles in this Agreement.

ARTICLE XIV
HOLIDAYS

14.1 Duty days shall not be assigned on the following days:

- Labor Day
- Veterans Day
- Thanksgiving Day and the Friday immediately following
- Christmas Day
- New Year's Day
- Martin Luther King Day
- Lincoln Day
- Washington Day
- Cesar Chavez Day
- Memorial Day
- Independence Day

14.2 Any additional holiday, or day for a public fast or thanksgiving appointed by the Governor or President, shall be observed as a non-duty day, provided that the day so appointed is one on which the public schools shall close as provided by Section 79020 of the Education Code. Where an additional non-duty day is observed as herein provided, an additional duty day shall be scheduled by the governing board of District to make up for the day when the public schools are closed in order to reach the minimum number of days as provided in Section 84370 of the Education Code.

14.3 If a designated holiday falls on a Saturday or Sunday, either the Friday preceding the holiday or the Monday following said day shall be considered a non-duty day.

ARTICLE XV
TRANSFERS

15.1 Definition - A transfer refers to any District action which results in the movement of a contract or regular faculty member from the position held immediately preceding such action to a vacant position in another discipline.

15.1.1 A voluntary transfer is initiated by the faculty member.

15.1.2 An involuntary transfer is initiated by the District, but will become effective only after consultation with the Association.

15.2 Voluntary Transfers - A faculty member may request a voluntary transfer to a vacant position to take effect at the beginning of the next semester.

15.2.1 All requests for voluntary transfers shall be considered by a transfer committee composed of the Dean or Director of the TrAC or program, and three (3) contract and/or regular faculty within a discipline who have taught or worked in the discipline within the last two years. Selection of the transfer committee shall be as follows:

15.2.1.1 If there are more than three (3) contract and/or regular faculty within the discipline who meet the requirements of 15.2.1, the President of the Academic Senate or his/her designee shall appoint two (2) contract and/or regular faculty within the discipline and the Association or his/her designee shall appoint one (1) contract or regular faculty within the discipline.

15.2.1.2 If there are fewer than three (3) contract and/or regular faculty within the discipline who meet the requirements of 15.2.1, the Dean or Director shall meet with the Association to select the additional contract and/or regular faculty from a related TrAC or program group who meet the requirements of 15.2.1 so that the transfer committee consists of three (3) faculty members.

15.2.2 The transfer committee shall meet and consider the following criteria when determining whether to recommend a voluntary transfer. The Dean or Director shall arrange the meeting.

15.2.2.1 The transfer applicant meets the Board of Governors and any additional District minimum qualifications for the position at the time of transfer; and

15.2.2.2 Performance of a satisfactory teaching demonstration.

15.2.3 Voluntary transfers are subject to the Superintendent/President's recommendation and Board approval.

- 15.2.4 When two or more faculty apply for and have been recommended by the transfer committee for transfer, the faculty member with the greatest District seniority shall be recommended for transfer.
- 15.2.5 If a voluntary transfer request is denied, the faculty member shall be provided with the specific reasons for the denial.
- 15.3 Involuntary Transfers - After consultation with the Association, the District may initiate an involuntary transfer to a vacant position to take effect at the beginning of the next semester. The District must demonstrate that the transfer is based exclusively on the legitimate educational or financial needs of the District to maintain or improve the programs.
- 15.3.1 Faculty members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies.
- 15.3.2 All involuntary transfers shall be made on the basis of two criteria:
- 15.3.2.1 Board of Governor's minimum qualifications to perform the required services.
- 15.3.2.2 When two or more faculty members meet the above criteria, the faculty member with the least District seniority shall be selected to fill the position.
- 15.3.3 A faculty member who is to be involuntarily transferred shall be given the reasons in writing for the impending transfer.
- 15.4 Transfers to Mountain House Center and any new educational center that may be opened will be handled according to the procedures set out in Appendix J.
- 15.5 Assignments to Appendix C positions, whether through voluntary or involuntary assignments, are made on the basis of the procedures described in Appendix C.

ARTICLE XVI
EVALUATION OF FACULTY

16.1 General and Administrative Evaluation

16.1.1 Objectives of the Evaluation Program

- 16.1.1.1 "Evaluation" in an education institution has two geneses: (1) It is a legal requirement, and (2) it is a professional responsibility.
- 16.1.1.2 The ultimate goal of all faculty evaluation is to promote high quality instruction, counseling, and library services and active engagement in helping the District achieve its mission, vision and strategic goals with a focus on student success and service excellence.
- 16.1.1.3 The evaluation procedure shall demonstrate clear and reasonable evidence for determining retention and tenure.
- 16.1.1.4 The purpose of an evaluation is to provide encouraging feedback coupled with constructive recommendations.

16.1.2 Premises Basic to the Evaluation Program

- 16.1.2.1 Management has the right and the responsibility to observe personnel.
- 16.1.2.2 Evaluation requires consideration of a faculty member's total performance and should not be limited simply to classroom visitations.
- 16.1.2.3 It is recognized that there is no single way to teach effectively, no single blueprint for every course of instruction or delivery of services, and that quality does not necessarily imply uniformity. Therefore, evaluation requires participation of the person being evaluated.
- 16.1.2.4 Changes indicated in the faculty evaluation regarding performance must include constructive suggestions for improvement.
- 16.1.2.5 No faculty member's administrative evaluation shall contain any reference to the development, writing or assessment of Student Learning Outcomes.
- 16.1.2.6 The DEI (Diversity, Equity and Inclusion) data shall be used solely to work in partnership with the District to improve equity

gaps and/or student success rates/retention rates. The District will work with the faculty member to provide professional development opportunities with the intent of identifying growth and strategies for improving equity gaps, student success and retention, which may be utilized by the faculty member. Improving equity gaps and/or student success rates/retention rates will be discussed as part of the peer review process. In the comments section of the evaluation, comments about professional development opportunities related to the data may be recommended. The DEI data will not be used in a punitive manner. No faculty member shall be held accountable for educational programs or course outcomes that are beyond the faculty member's control. Faculty are encouraged to participate in the pilot program and additionally to use the resources provided by the District in a reflective manner to address equity gaps and student success.

The District and SJDCTA agree to create a pilot program (with up to three representatives from each side with equal representation) during the 2021-2022 academic year with the goal of implementing the pilot program in 2022-2024, which addresses a consistent way of discussing and implementing the sharing of data, identifying professional development opportunities and trainings, and research based instructional strategies for improving equity gaps, student success and retention.

16.1.2.7 The peer online course review process (POCR) evaluation shall not be used in a faculty member's administrative evaluation and is for the purpose of identifying professional development opportunities.

16.1.3 Definitions

16.1.3.1 Authorized evaluators include TrAC Deans, Directors, Immediate Supervisors, Deans, Assistant Superintendent /Vice President of Student Services, Assistant Superintendent/Vice President of Instruction, and outside evaluators.

16.1.3.2 A visitation is a specific observation of a faculty member's assigned activities.

16.1.3.3 A follow-up conference is a meeting with a faculty member following an evaluation by an authorized evaluator.

16.1.4 Plan for Evaluating Personnel

16.1.4.1 Contract faculty members will be evaluated at least once each year in accordance with Section 87663 of Education Code, as follows:

- 16.1.4.1.1 All contract faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.
- 16.1.4.1.2 An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.
- 16.1.4.1.3 A minimum of one visitation must be made. For online assignments a visitation is defined as the observation of any communication platform such as live chat rooms, listservs, discussion forums and class and/or service materials excluding email.
- 16.1.4.1.4 A follow-up conference must be held and shall include (a) discussion of the evaluation including the student evaluation; (b) notification of the faculty member's right to respond in writing; and (c) mutual signing of the form(s).
- 16.1.4.1.5 A follow-up conference must be held within twenty (20) duty days of the visitation or pre-conference (if no visitation is being made).
- 16.1.4.1.6 If the immediate supervisor questions the subject matter competence of a contract faculty member and is not competent in that subject area, the contract faculty member may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or the Assistant Superintendent/Vice President of Student Services (for counselors) from a list of recommendations agreed upon by both parties. The individuals recommended shall not be members of the Bargaining Unit.

- 16.1.4.2 Regular faculty members will be evaluated at least once every three years in accordance with Section 87663 of Education Code, as follows:
- 16.1.4.2.1 All regular faculty members will be initially evaluated by their immediate supervisors. Subsequent evaluations may be made by other authorized evaluators.
 - 16.1.4.2.2 An individual or group pre-conference will be held to discuss contract provisions regarding evaluation.
 - 16.1.4.2.3 A minimum of one visitation must be made each six years. For online assignments a visitation is defined as the observation of any communication platform such as live chat rooms, listservs, discussion forums and class and/or service materials excluding email.
 - 16.1.4.2.4 A follow-up conference must be held within twenty (20) duty days of the visitation or pre-conference (if no visitation is being made) and shall include (a) discussion of the evaluation including the student evaluation; (b) notification of faculty member's right to respond in writing; and, (c) mutual signing of the form(s).
 - 16.1.4.2.5 A copy of the evaluation and any written comments by the faculty member will be placed in the personnel file. The faculty member shall be provided a copy of any written evaluation to be placed in the personnel file and have the opportunity to discuss the report with the evaluator before signing it.
 - 16.1.4.2.6 If the immediate supervisor questions the subject matter competence of a regular faculty member and is not competent in that area, the regular faculty member may request another evaluation by someone competent in the area. In this case, the evaluator will be selected by the Assistant Superintendent/Vice President of Instruction (for instructors and librarians) or the Assistant Superintendent/Vice President of Student Services (for counselors) from a list of recommendations agreed upon by both parties. The individuals

recommended shall not be members of the Bargaining Unit.

16.1.4.3 In the same manner as outlined above, adjunct faculty members will be evaluated in their first year of employment and at least once every six (6) semesters thereafter.

16.1.5 Performance Improvement Process

If a faculty member's evaluation form indicates unsatisfactory performance in any area, a performance improvement plan is required. The plan will enable the TrAC Dean or Director to assist the faculty member to improve performance and provide a fair and equitable procedure that will be carefully documented.

Four points that are to be addressed in the performance improvement plan include:

16.1.5.1 An explanation in detail of the problem or problems involved so that the faculty member may understand the deficiencies.

16.1.5.2 A detailed assistance plan which will be given the faculty member to assist in the improvement desired to correct the unsatisfactory performance. The first effort must be to help people improve.

16.1.5.3 A written timeline that will indicate the date(s) when improvements are expected. At that time an evaluation of whether the faculty member should be given additional time or assistance with specific explanation of things to be achieved will be considered.

16.1.5.4 A written notice shall be given to the faculty member outlining 16.1.5.1 – 16.1.5.3 above. This written notice may follow the form of the optional due process attachment to the evaluation form.

16.2 All forms related to evaluation are in Appendix E. Peer Review

16.2.1 All contract and regular faculty will be given a peer review the same year as their regular administrative evaluation.

16.2.2 The peer review process will be a review in the "formative" style. All persons involved in this process need to be especially sensitive to the cultural, ethnic and gender diversity of the college staff.

- 16.2.2.1 The peer reviewer(s) will be selected according to procedures established by a committee within each TrAC and may not be a member of the tenure review committee.
- 16.2.2.2 A faculty member may refuse to serve as a peer reviewer, but in the event all faculty refuse, the TrAC Dean or Director will appoint one or more reviewers (as necessary) and these appointments may not be refused.
- 16.2.2.3 If more than two (2) reviews are to be done by a reviewer in any academic year, the reviewer will be compensated at a rate equal to their hourly rate on the hourly salary schedule for two hours of pay for each person above two (2) reviewed. This will be in addition to any other hourly assignment. The TrAC Dean or Director shall approve peer reviews in excess of two.
- 16.2.2.4 Peer review is to be comprehensive of all the faculty member's responsibilities including work on curriculum development, review, and revision and participation in the collaborative student learning outcomes and assessment process that leads to improvement of student learning.

16.2.3 The Process for Peer Review

- 16.2.3.1 The review for faculty shall include:
 - 16.2.3.1.1 A pre-review conference between the faculty to be reviewed and the reviewer.
 - 16.2.3.1.2 A review of materials, in particular the stated objectives.
 - 16.2.3.1.3 A review of student grade determination procedures if appropriate.
 - 16.2.3.1.4 A review of other professional work including but not limited to committees, Academic Senate, professional organizations, curriculum and course development, review, and revision, participation in the collaborative student learning outcomes and assessment process that leads to improvement of student learning, review of relationships with students, and work with advisory groups.
 - 16.2.3.1.5 A post-review discussion, at which time the reviewer will give the reviewed faculty written suggestions as to how the reviewed instructor's

performance may be improved, if needed. Also, positive comments should be included.

16.2.3.2 A peer review visitation will be made if an administrative visitation is to be done. Time and day will be agreed upon at the pre-review conference.

16.2.3.2.1 The Peer Review Verification Form is contained in Appendix E.

16.3 Student Evaluation

Student evaluations will be conducted in conjunction with each administrative evaluation for all faculty, and shall be coordinated by the TrAC Dean, Director or other authorized evaluator.

16.3.1 The appropriate Student Evaluation Form in Appendix E shall be used for this purpose.

16.3.2 The student evaluation for teaching faculty shall not be completed before the eighth week of the semester (or, for short-term classes, not before one-half of the scheduled class meetings has passed). The student evaluations for all classes taught by a faculty member shall be distributed by a student volunteer in each class. The student volunteer shall collect and return the completed Student Evaluation Forms to the TrAC Office in a sealed envelope.

16.3.3 Student evaluation forms for counseling faculty will only be given to students who have a scheduled appointment during the month of October. Individually addressed student evaluation forms generated from counseling appointment schedules will be provided to each student upon arrival for his/her appointment by the counseling receptionist. Completed forms shall be returned to the appropriate counseling TrAC office and placed in a secured box.

16.3.4 Student evaluation forms for library faculty will be distributed by the Librarian after providing the student with library services. Forms will be distributed during the month of October. Completed forms will be returned to a secured box located at the library circulation desk.

16.3.5 A summary of student ratings will be shared with the faculty member at the follow-up conference.

16.3.6 The evaluator may consider the student evaluation in the development of the administrative evaluation. Where a minimum of 25% of the returned evaluations contain similar negative comments or ratings (Column D or E ratings of the Student Evaluation Form(s)) about the classes, faculty member, or services provided, the TrAC Dean, Director or other

authorized evaluator shall document, in writing, the negative ratings and comments. The documentation will be placed in a separate secured file in the faculty member's personnel file.

16.3.6.1 In the case of regular faculty, the secured file documentation shall be opened and used by the District only in preparation for a notice of unprofessional conduct or unsatisfactory performance pursuant to Education Code Section 87734 or in preparation for a dismissal or the imposition of a penalty pursuant to Education Code Section 87672.

16.3.6.2 In the case of contract faculty, the secured file shall be opened and used by the District only in the event that (1) the faculty member's first or second contract is not renewed and a challenge is filed by the faculty member or (2) in anticipation of the denial of tenure.

16.3.6.3 The secured file shall not be placed in the faculty member's personnel file until the faculty member is given notice and an opportunity to review and comment thereon. A faculty member shall have the right to have such comments entered and attached to the evaluator's documentation to be sealed. Except as provided herein, the provisions of Article XII shall not otherwise apply.

16.3.6.4 The provisions of Section 16.3.6.1, 16.3.6.2 and 16.3.6.3, however, do not preclude the right of the TrAC Dean, Director, or other authorized evaluator, to include comments in the administrative evaluation based on the ratings or comments contained in the student evaluation.

16.3.7 A summary report of the ratings and all student comments, separated via class will be provided to the faculty member at the follow up conference. Original copies will be provided to the faculty member within five (5) business days of the last day of the Finals schedule. If not picked up by the end of the second week from the start of classes of the following semester/term, then the supervisor will destroy original copies.

16.4 Self-Evaluation

In conjunction with the peer review, a self-evaluation will be done by all faculty. This evaluation shall be shared with the peer reviewer but shall not be given to any other person, or placed in any file, except in the case of contract faculty. Contract faculty shall share the self-evaluation with their evaluator who will provide it to the Tenure Review Committee. See Appendix E for the form.

ARTICLE XVII
WORKLOAD

- 17.1 The full-time workload for all contract and regular faculty shall be the equivalent of fifteen (15) load units per semester or thirty (30) load units per academic year. The minimum number of student contact hours for a full-time faculty assignment is 525 in an academic year (15 lecture hours/week times 35 weeks).
- 17.1.1 Load units earned in excess of thirty (30) per academic year shall reduce the subsequent semester's load unit obligation.
- 17.1.2 Load unit deficits below thirty (30) in an academic year shall increase the subsequent semester's load unit obligation.
- 17.1.3 In no event shall a contract or regular faculty member be assigned a workload in a single semester in excess of twenty (20) load units.
- 17.2 District managers shall have the right to assign all contract and regular faculty members an initial load of as close to fifteen (15) load units as possible. It is understood that because program differences and variations in load units may not allow for the assignment of fifteen (15) load units, some leeway may be necessary to accommodate these variations. In such cases, faculty assignments shall remain within two (2) load units of the required load balance.

Every effort shall be made to assign contract and regular faculty their fifteen (15) semester load units during the hours of the "College Day." In those instances where additional assignments are needed beyond the "College Day," and no contract or regular faculty member has agreed to take the assignment, then a contract or regular faculty member shall be assigned in reverse seniority order, not to exceed one assignment outside of the College Day per week, per semester (e.g., a contract or regular faculty member will not be scheduled to work more than one early morning or evening assignment per week for the semester).

- 17.2.1 The District retains the right of assignment for Faculty loads, including the right to split loads across regular assignments and overload. (For example, a 3- unit lecture may count as 2 units towards regular load and 1 unit towards overload; or, a lab assignment may be split across regular load and overload).
- 17.2.2 Effective Spring 2020 the District will exercise all of their right to assign loads including laboratory units to either the Faculty load and/or overload. When the lab units are assigned as overload, the units shall be paid at the faculty member's hourly/overload rate of pay (i.e., 1 to 1 and not 1:0.8).

The District understands that overload assignments are voluntary.

17.3 OVERLOAD AND HOURLY ASSIGNMENTS

17.3.0 Seniority Lists

The District shall maintain separate seniority lists for full-time and adjunct associate faculty based on original date of hire and sorted by faculty service areas (FSA's). The Instruction Office shall maintain these lists updated annually for each discipline group. These lists will be provided to the SJDCTA President no later than September 30 of each year. If two or more members in the same group have the same hire date, seniority placement shall be determined by lot. Only service as a faculty member shall count toward the attainment of seniority for purposes of this paragraph.

Adjunct associate faculty who do not teach for 39 months shall be removed from the seniority list. Full-time faculty who retire and seek to teach part time shall be placed on the adjunct associate faculty list based on their original date of hire as full-time faculty. Full-time faculty on a Reduced Service Partial Retirement Plan shall not be eligible for overload (fall, spring and summer). Faculty on sabbatical leave shall not be eligible for overload during the semester(s) (fall, spring or both) while on sabbatical. Based on program and student needs, by mutual agreement, between the District and SJDCTA, the overload restrictions for faculty on reduced service partial retirement or sabbatical may be waived.

17.3.1 Full-Time Faculty Overload

Based on the seniority list described in 17.3.0, and after the completion of the survey process as outlined in 17.3.3 below the District shall make every reasonable effort to provide full-time faculty who request overload assignments a minimum of five (5) units and at the District's discretion can go up to and including ten (10) units per semester prior to offering assignments to adjunct associate faculty or outside hires. Requests for overloads shall be conducted by the process outlined in Section 17.3.3 below.

Additional assignments may be offered when the District determines the additional units would be in the best interest of the District and student success. Assignment of overload in excess of ten (10) units requires approval of the appropriate Vice President with concurrent notification to the SJDCTA President.

17.3.2 Adjunct Assignments and Seniority

17.3.2.1 Assignment

Based on the seniority list described in 17.3.0, the availability of load as determined by the District, and the completion of the

survey process as outlined in 17.3.3, all adjunct associate faculty shall be considered for assignment each semester.

The District shall make every reasonable effort to honor the requested number of units and assignments per the survey referenced in 17.3.3 below.

The foregoing assignments shall take into consideration adjunct evaluations, seniority, qualifications and availability as referenced in Education Code Section 87482.3.

Additional assignments may be offered when the District determines the additional units would be in the best interest of the District and student success. In no case shall assigned loads exceed 67% of a full-time load in hours without approval of the appropriate Vice President with concurrent notification to the SJDCTA President.

17.3.2.2 No Reasonable Assurance of Continued Employment

In accordance with Education Code, Section 87482.3.d, all instances of adjunct associate assignments for faculty shall be considered temporary and contingent on enrollment, adequate funding and subject to program changes; no adjunct associate faculty member shall have reasonable assurance of continued employment at any point regardless of their seniority status.

17.3.3 Availability Survey

The District shall send all eligible faculty an Availability Survey which will come out in January for summer session; February for Fall session and April for Spring session. Prior to the survey being sent the District will send out an announcement regarding the forthcoming Availability Survey. The survey will ask faculty to indicate course titles/counseling/library services, as well as modalities, for which they would like to be considered. Additionally, faculty will be asked to provide their days/times available and campus locations. Faculty will need to complete an Availability Survey for each faculty service area in which they want to be considered for overload/hourly assignments. Faculty shall have ten (10) working days to complete and submit the completed survey in order to be considered for assignment. The Availability Survey final due date will not occur during breaks, holidays or weekends which in some cases means the 10-day time frame will be extended.

17.3.4 Class Sections Added

In cases where District managers need to add classes or counseling/library services after the publication of the schedule, they may rely on full-time or

part-time faculty. The District manager will make every effort to first rely on the processes defined in 17.3.1 and 17.3.2, when issuing overload or adjunct assignments.

17.3.5 Timely Response to Requests

When District managers offer faculty an overload or hourly assignment, faculty shall have ten (10) working days to accept or refuse the assignment. Failure to respond within the allotted time can result in loss of the unit assignment for that semester. In the event of extenuating circumstances (e.g., hospitalization or military duty, with documentation), the faculty member may request an exemption. The exemption will be granted or denied by the appropriate Assistant Superintendent/Vice President with concurrent notification to the SJDCTA President. If granted, the faculty member will be offered the next available load to meet the requirements of 17.3.1 or 17.3.2. If faculty withdraw after having accepted an assignment and it is within fifteen (15) calendar days of the start of class, the Dean retains the right to assign the class at their discretion.

17.3.6 No “Bumping” After Class Cancellations

The parties understand that when class sections or assignments get cancelled, faculty have no right to “bump” less senior faculty from an already approved assignment. Faculty whose class(es) were cancelled shall be given priority to any assignments that have not been assigned, including but not limited to newly added courses and/or hours.

17.3.7 Cross-Discipline Assignments

Faculty with FSA’s that cross discipline lines shall be responsible to coordinate with the dean of their primary area of assignment and the dean(s) of any secondary area(s) in which they seek additional load/overload in a timely manner.

17.3.8 Underperforming Faculty

17.3.8.1 Faculty who receive an overall unsatisfactory rating in the course of the evaluation process and who are placed on a Performance Improvement Plan (PIP) shall be assigned only one overload/hourly class section in the subsequent semester/term in the seniority selection process. Once a faculty member successfully completes a PIP, they shall return to their status on the seniority list. If a faculty member is unsuccessful in completing a PIP, the District, at minimum, shall place that faculty member at the bottom of the appropriate seniority list. For the purposes of evaluation, part-time faculty shall not be subject to the final two evaluative domains on the administrative evaluation (Campus Involvement and Professional Community

Involvement/ Achievement – these shall be marked “not applicable”

17.3.8.2 When a faculty member has allegations that have been confirmed by an investigation, or the District is utilizing the progressive discipline process, the District has the option to place that faculty member on a PIP and/or use other disciplinary sanctions.

17.3.8.3 A faculty member who is on a PIP for the above described reasons (listed in 17.3.8.2) will not be eligible for overload or hourly assignments until the PIP has been successfully completed.

17.4 Earned Bonus Units, as defined within this Article, will be rolled over to the following semester and used to front-load the fifteen (15) load unit assignment in order to maintain an average thirty (30) load unit assignment over a two-semester period. It is understood that because variations in class load may not allow for the assignment of fifteen (15) units, some leeway may be necessary to accommodate these variations. In such cases, faculty assignments will remain within two (2) units of the required semester load.

17.5 If a faculty member has not been assigned a fifteen (15) unit load during the faculty member’s final semester of employment, it is agreed that accrued units in the faculty member's Load Bank will not be used to offset any obligation to the District.

17.6 The District acknowledges that if a faculty member separates from the District, any deficit in the load unit balance will be waived by the District.

17.6.1 The District acknowledges that if a faculty member separates from the District, any overage in the load unit balance will be paid to the faculty member within 60 days from separation.

17.7 A contact hour shall not be interpreted as being comprised of other faculty responsibilities, including, but not limited to, the following:

17.7.1 Office/desk hours

17.7.2 Course preparation and evaluation of student course assignments

17.7.3 Assigned committees

17.7.4 In-service training

17.7.5 Scheduled mandatory TrAC meetings

- 17.8 A contract or regular faculty member shall not receive any reduction in compensation as the result of any imbalanced or reduced semester workload resulting from units accumulated in previous semesters or from under assignment planned by the District.
- 17.9 Faculty who agree in writing to assume, in addition to their normal contract workloads, such extra-duty assignments as are provided in Article XX - Extra Duty Pay, shall receive additional monetary compensation in accordance with the applicable provisions of that Article.
- 17.10 The average semester full-time equivalent student (FTES) per full-time equivalent faculty (FTEF) member will be set at 19.52 (productivity factor). The total FTEF for a semester is calculated by summing all Load Units for FTES-generating assignments in the fall and spring terms and dividing by fifteen (15). The productivity factor is determined by dividing all FTES in the fall and spring terms by the FTEF assigned to those FTES-generating assignments (FTES/FTEF).
- 17.11 TrAC faculty shall be responsible for recommending appropriate class sizes to the appropriate supervisor or to the appropriate Assistant Superintendent/Vice President.
- 17.11.1 The number of students in laboratory sections shall not exceed the number of established stations, available equipment, or teaching aids.
- 17.11.2 The number of students in classrooms shall not exceed established seating capacity.
- 17.12 TrAC and individual course differences in the FTES/FTEF average of 19.52 shall be permitted, subject to the specific needs of students in acquiring knowledge in different academic disciplines or subject areas.
- 17.13 Faculty shall not be required to be present on campus during periods when college classes are not in session, except as otherwise specified in the Agreement.
- 17.14 Reader Budget and Large Class Enrollment Compensation (LCEC) Units/Hours
- 17.14.1 Reader Budget and earned LCEC units/hours are earned by all lecture classes based upon the census for regular credit classes and upon the fourth week enrollment for credit positive attendance classes.
- 17.14.2 FTES computed for laboratory classes will not be counted in this formula. The calculation applies strictly to lecture classes.
- 17.14.3 FTES shall be calculated from enrollment figures shown in the census (4th week) enrollment report. In as much as State payments to the college as well as faculty LCEC units/hours are based upon such enrollment

reports, instructors are cautioned to reflect accurate current enrollment in such reports. (See Board Policy regarding the college's mandatory drop policy. Students subject to mandatory drop shall not be listed in the census enrollment report).

17.14.4 Reader budget allowances will be adjusted annually to reflect mandated minimum wage requirements. The method of computing average class size, LCEC units and the Reader Budget are contained in Appendix G.

17.14.5 Additional load units and reader budget for large classes shall be calculated as follows:

<u>Average FTES per Load Unit</u>	<u>Contract/Overload LCEC Unit/Hours</u>	<u>Additional Reader Budget*</u>
1.29 to 1.39	.066 per unit/hour	84.00 per unit/hour
1.40 to 1.46	.100 per unit/hour	103.60 per unit/hour
1.47 to 1.53	.133 per unit/hour	124.60 per unit/hour
1.54 to 1.63	.166 per unit/hour	145.60 per unit/hour
1.64 to 1.69	.200 per unit/hour	166.62 per unit/hour
1.70 to 1.86	.213 per unit/hour	169.40 per unit/hour
1.87 to 2.03	.226 per unit/hour	175.00 per unit/hour
2.04 to 2.20	.240 per unit/hour	177.80 per unit/hour
2.21 to 2.38	.253 per unit/hour	183.40 per unit/hour
2.39 to 2.55	.266 per unit/hour	184.80 per unit/hour
2.56 to 2.71	.273 per unit/hour	191.80 per unit/hour
2.72 to 2.88	.280 per unit/hour	198.80 per unit/hour
2.89 to 3.05	.286 per unit/hour	203.00 per unit/hour
3.06 to 3.22	.293 per unit/hour	205.80 per unit/hour
3.23 to 3.40	.300 per unit/hour	205.80 per unit/hour
3.41 to 3.74	.307 per unit/hour	205.80 per unit/hour
3.75 to 4.07	.313 per unit/hour	205.80 per unit/hour
4.08 to 4.42	.320 per unit/hour	205.80 per unit/hour
4.43 to 4.76	.327 per unit/hour	205.80 per unit/hour
4.77 or more	.333 per unit/hour	205.80 per unit/hour

**Based on the \$14-hour minimum wage in effect in 2021.*

17.14.6 Payment of LCEC Units

LCEC hours that are earned/generated for an overload class will be paid at the end of the semester (i.e. Fall will be paid on January 10, Spring will be paid on June 10, and Summer will be paid on August 10, or September 10).

17.15 Laboratory or Activity Unit Assignments

Laboratory hours and load units will be assigned as listed in Appendix D of this Agreement.

17.16 Counselor/Librarian Work Load Hours

Counselor/Librarian work load hours/load units are defined in Appendix D and Appendix K.

17.17 Minimum Scheduled Day on Campus

17.17.1 All contract and regular faculty shall be assigned fifteen (15) load units per semester. All contract and regular faculty members shall schedule five (5) hours each week of office/desk time. Additionally, all contract and regular faculty shall provide an average of five (5) hours each week of service to the District, which may include one or more of the following activities: membership on a shared governance, hiring, ad hoc, and/or advisory committees; curriculum development, including the student learning outcomes and assessment process; advising a student club or activity; field trips; participation in a community organization; or activity of benefit to the District or students. Within five (5) days of the end of each semester (fall and spring), the contract and regular faculty shall submit the District Service Activities Form (see Appendix E-6). In recognition of the faculty's obligation to provide five (5) hours of service and five (5) hours of office/desk time to the District per week as part of their regular/contract assignment, faculty recognize the responsibility to provide these hours of service in a manner that meets the needs of students and the District. Faculty may choose to schedule service to the District and students beyond the days assigned for their regular contract load.

17.17.1.1 District managers shall have the right to assign faculty a work week other than Monday through Friday and outside of the College Day with the mutual consent of the individual instructor.

17.17.2 Counselors

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) 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) contact hour work week adjusted according to Appendix K.

17.17.2.2 The counselor entitlement of September 15, 2008, (18 full-time equivalent [FTE] Guidance; 2.0 FTE Disabled; 4.0 FTE EOPS) will not be reduced unless there is a reduction of ten (10) percent or more in enrollment from the FTES reported to the Chancellor's Office in the Fall term of 2015 (6814.89). This does not preclude the hiring of additional counselors.

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.

17.17.3 Librarians

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) contact hours or fifteen (15) load units of the normal Monday through Friday workweek. Librarian faculty who teach courses shall have their twenty-five (25) contact hour work week adjusted according to Appendix K.

17.17.3.2 The librarian entitlement of September 15, 2008 (4.0 FTE) will not be reduced unless there is a reduction of ten (10) percent or more in enrollment from the FTES reported to the Chancellor's Office in the Fall term of 2015 (6814.89). This does not preclude the hiring of additional librarians.

17.17.3.3 Librarian contact hours/load units duties include performing various professional tasks, but are not limited to providing reference services both in person and online, preparing and teaching library courses, library workshops, and course-integrated instruction online or in person, developing LibGuides or other online library instructional tutorials, helping students in person or online with their research or information needs, providing technical services and staff training, working on collection development and deselection of library materials, attending college committee meetings, professional development, professional conferences, and outreach services during their scheduled work hours.

17.18 Office/Desk Hours

- 17.18.1 All contract and regular faculty shall schedule their own office/desk hours to meet the needs of students.
- 17.18.2 All contract and regular faculty members shall post their schedule of office/desk hours on, or adjacent to, their office doors.
- 17.18.3 All contract and regular faculty members retain the right to reschedule office/desk hours as necessary. Such changes shall be posted on their office door and provided to their supervisor.
- 17.18.4 Office/desk hours will be canceled and not rescheduled because of faculty meeting or other assignments directed by the administration of the college or regularly scheduled Association meetings.
- 17.18.5 Faculty office/desk hours may be used to confer with students or engage in professional responsibilities of the faculty's choice.

17.19 Distance Education Instruction

- 17.19.1 Distance Education means instruction in which the instructor and student are separated by distance and interact through the assistance of communication technology, and when any portion of a course is offered via technology, at a distance in lieu of traditional face-to-face(FTF) meeting time on campus.
- 17.19.2 All distance education assignments will be voluntary, and TrAC Deans will retain the right of assignment for those volunteer assignments.
- 17.19.3 On-line instruction courses are not to exceed eighty percent (80%) of a full-time faculty load. They will be given the same units and maximum credit as in the face-to-face courses.
- 17.19.4 Whenever an on-line course is offered, the traditional classroom course shall also be offered by demand and need.

17.20 Enrollment Caps

- 17.20.1 The class size enrollment for all public speaking classes held fully online or as a hybrid class shall be capped at 35 students.

ARTICLE XVIII
SALARIES

18.1 The District and the Association agree on the following guidelines for determining faculty salaries.

18.1.1 In exchange for the salary being set with respect to the third quartile of the sixteen (16) comparison districts*, the bargaining unit accepts an instructional average of 19.52 FTES per FTEF per semester. For purposes of this article, the non-doctorate top salary of each comparison district without special increments for the previous year will be used to determine the third quartile.

* Butte, Cerritos, Chaffey, El Camino, Glendale, Long Beach, Mt. San Antonio, Palomar, Pasadena, Rio Hondo, Riverside, Santa Barbara, Santa Monica, Sierra, Sonoma, Southwestern.

18.1.2 No downward adjustments to the third quartile will be made.

18.1.3 The contract/regular faculty salary schedules are contained in Appendix A.

18.1.4 Salary Adjustment

18.1.4.1 A three and a half percent (3.5%), one-time payment shall be paid to all faculty members and is based on all earnings from Fiscal Year 2020/21, to be paid within ninety (90) days after Board of Trustees approval of the Parties July 1, 2021, through June 30, 2024, collective bargaining agreement (CBA) in a separate payroll check, that will be after the one-quarter percent (.25%) increase to all earnings for 2020/21. This one-time payment is not reportable as a CalSTRS defined benefit compensable earning.

18.1.4.2 For Academic Year 21/22, a four percent (4%) on schedule increase shall be added to both the contract and regular faculty schedule, and the adjunct faculty schedule after the one-quarter percent (.25%) salary schedule adjustment as defined in the 2018-2021 CBA page 64 item 18.1.4.4 has occurred.

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.

One Time Money Allocation:

For Academic Year 2021-2022, there will be one million dollars (\$1,000,000) allocated by the District for classroom and faculty technology needs.

For Academic Year 2021-2022 the District agrees to allocate five-hundred thousand dollars (\$500,000) for Program Review.

The District and the Association reaffirm that maintenance of relatively high salaries for faculty is dependent in large part on maintenance of relatively high average class size taught by faculty at the college. The

District and the Association recognize the mutual benefit derived from achieving 19.52 FTES per FTEF faculty defined in Article 18.1.1.

18.2 Adjunct Salary Schedules

18.2.1 The adjunct schedules will be derived from the Contract and Regular Faculty Salary Schedule using the traditional 1/1000 factor applied to Steps 1 - 7.

18.2.2 The adjunct salary schedules are contained in Appendix A of this Agreement.

18.3 Longevity Increments

Regular faculty who have completed twelve (12) years of full-time service in the District shall receive a two and one-half percent (2.5%) increase in their base salary beginning the thirteenth (13th) year of service. Beginning the seventeenth (17th) year of service, they shall receive a second two and one-half percent (2.5%) increase in their base salary. Beginning the twenty-first (21st) year of service, they shall receive a third two and one-half percent (2.5%) increase in their base salary. Beginning the twenty-fifth (25th) year of service, they shall receive a fourth two and one-half percent (2.5%) increase in their base salary.

Effective July 1, 2017, the Contract and Regular Faculty Salary Schedule shall include a ninth (9th) year longevity increment of two and one-half percent (2.5%). The longevity increments for the thirteenth (13th), seventeenth (17th), twenty-first (21st), and twenty-fifth (25th) years of service will be adjusted accordingly to reflect the additional two and one half percent (2.5%) for each longevity increment (Appendix A).

18.4 Classification by Professional Preparation

Faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed. Reassignment to a next higher classification shall become effective at the beginning of the next college year after the new classification requirements have been met.

18.4.1 Classification requirements are provided below: _

Class

18.4.1.1 BA or Equivalent or less

18.4.1.2 BA plus 30*

18.4.1.3 MA

- 18.4.1.4 MA with 45
- 18.4.1.5 MA with 60
- 18.4.1.6 MA with 84
- 18.4.1.7 Earned Doctor's Degree

* All references are to semester units.

18.5 Salary Advancement

18.5.1 Faculty members are encouraged and expected to make continuous professional progress while members of San Joaquin Delta College. No salary advancement can be obtained if it is required for your licensure to maintain your current position.

18.5.1.1 All faculty members applying for salary advancement will complete the Salary Schedule Advancement form (Appendix M). For those forms requiring approval, a response will be provided no later than 30 days.

18.5.1.2 Upper Division and Graduate Course Work

Salary schedule credit shall be granted to full-time and part-time faculty for completion of any upper division or graduate level course work at an accredited institution according to salary placement guidelines. Advanced approval for such course work is not required. Official transcripts shall be submitted to the Assistant Superintendent/Vice President of Instruction who will forward them to the Office of Human Resource and Risk Management within 30 days. Upon the receipt and verification from the VPIs Office, the faculty member shall advance beginning on the first of the month of next pay cycle.

18.5.1.3 Lower Division Units

Twelve (12) lower division semester units is the maximum number of units that can be applied toward salary advancement inclusive of all advancement levels. Lower division units shall be related to the faculty member's FSA, support student success and equity, or broaden a faculty member's ability to serve students.

18.5.1.3.1 If the employee does not submit the salary advancement form for prior approval of lower division units, the request will be denied.

- 18.5.1.4 For the calculation of salary advancement quarter units will be converted to semester units at the following ratio of 1.5 quarter unit equals 1 semester unit (for example 90 quarter units equals 60 semester units).
- 18.5.1.5 The Vice President of Instruction shall be the final authority for approving all lower division academic units completed.
- 18.5.1.6 Courses to be claimed for units must have a grade of C or higher as evidenced by an official college transcript.

18.6 Initial Step Placement

18.6.1 Contract faculty first employed on or after July 1, 1993 shall be given credit at the time of initial placement on the faculty salary schedule for previous teaching experience at the college level and/or relevant teaching experience at another level and/or relevant experience of up to 10 years. (Step 11 if available) Full-time faculty shall be placed on the Hourly Salary Schedule step that corresponds to an equivalent step on the Contract and Regular Faculty Salary Schedule. Maximum placement is at step 7.

18.6.2 Adjunct faculty shall be placed on the appropriate class of the salary schedule in accordance with the degrees, advanced preparation, or relevant experience they have completed.

18.7 Step Requirements – Effective July 1, 2016

Teaching Experience for Adjunct Faculty Initial Placement:

<1 year	Step 1
1 year	Step 2
2 years	Step 3
3 years	Step 4
4 years	Step 5

Effective July 1, 2016, adjunct faculty maximum initial placement on the Hourly Salary Schedule shall be step 5 of the appropriate class. Contract and regular faculty shall be placed on the Hourly Salary Schedule step that corresponds to an equivalent step on the Contract and Regular Faculty Salary Schedule. Maximum placement is at step 7.

Effective July 1, 2016, advancement on the Hourly Salary Schedule will occur whenever an additional 290 hours of assigned adjunct work at Delta College are completed. Step advancement on the Hourly Salary Schedule will adjust annually, at the beginning of the Fall Semester.

Effective July 1, 2016, teaching at Delta College (cumulative hours) *Until the maximum step is reached.

<290	Initial step
290 – 579	+ one additional step*
580 – 869	+ one additional step*
870 – 1159	+ one additional step*
1160 – 1449	+ one additional step*
1450 – 1739	+ one additional step*
≥1740	+ one additional step*

18.8 Parity Pay

The District and the Association agree to pay the allocation received from the State Part-Time Faculty Salary Compensation (Parity Pay) for part-time faculty who taught in the Fall and Spring semesters in an academic year. Parity Pay will be based on the blended gross earnings of both semesters (less bonus pay). Part-time faculty members who taught only in the Fall or Spring semester shall receive pay based on their gross earnings less bonus pay for that semester. The District agrees to cover all additional payroll cost associated with this payment. The calculation for payment shall be based on the amount received divided by the total hours compensated to calculate each part-time member's percentage of the total compensation to be paid. The payment will be disbursed within sixty (60) days of the end of the Spring semester. Full-time faculty members who work overload will not receive Parity Pay for their overload compensation.

18.9 STRS Refund

The District will issue STRS refunds to eligible faculty, on a separate payroll check, within 60 days of receipt of the STRS refund to the District. The District will notify the SJDCTA president upon the District's receipt of the refund and also when the checks will be issued to the faculty.

18.10 All previous documented grandfathering will be recognized.

ARTICLE XIX
HOURLY COMPENSATION

19.1 Hourly assignments for faculty will be divided into five categories:

19.1.1 Hourly Assignments.

19.1.2 Travel Classes (domestic and overseas tours).

19.1.3 Non-teaching assignments or duties.

19.1.4 Non-credit classes, excluding Community Education.

19.1.5 Extra Duty Compensation.

19.2 Initial placement and advancement shall be defined in each category.

19.2.1 Hourly Assignments

Hourly assignments for faculty shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

19.2.2 Travel Classes

19.2.2.1 Hourly Assignments for faculty teaching travel classes shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Five (5) such hours on campus are mandatory for each student unit offered.

19.2.2.2 No additional salary compensation is possible while off campus, but necessary budget expenses will be determined by the faculty member and the administration.

19.2.3 Non-Teaching Assignments or Duties

Hourly assignments for non-teaching assignments or duties shall be paid on the hourly rate as shown in Appendix A, Hourly Salary Schedule. Initial placement and advancement shall be as defined in Article XVIII - Salaries.

19.2.4 Payment for Credit for Prior Learning/Examination

Faculty members will be paid at their hourly rate (Appendix A, Hourly Salary Schedule) one hour per unit, up to a maximum of three (3) hours, to evaluate Credit for Prior Learning requests/portfolios/examinations and completing the credit for prior learning evaluation form. However, at the discretion of the faculty member, the examination/evaluation will be as

long as necessary to evaluate whether the course competencies have been met.

By mutual agreement between the District and SJDCTA, the faculty member will be paid at their hourly rate (Appendix A, Hourly Salary Schedule) up to a maximum of five (5) hours to create a comprehensive comparison chart/guide to allow for an expedited process. (Examples – correctional officers, industry recognized credential/certification_ documentation) Faculty who subsequently review the student’s credit for prior learning application using the faculty generated comprehensive comparison chart/guide will not receive additional compensation for the time necessary to complete the credit for prior learning form.

- 19.3 In the event a class is canceled, the faculty member will receive an amount equal to the hourly rate times the number of hours of actual instruction in the scheduled class to include the total number of hours scheduled the day the class is canceled.
- 19.4 In the event classes are scheduled off campus, instructors shall be allowed mileage according to AP 6535.
- 19.5 Large enrollment is permitted in those lecture classes in which it is determined that the quality of education will not be jeopardized. Instructors shall receive added compensation as determined in the additional teacher unit table in Article XVII - Workload, Section 17.13.5. The per unit/hour factor will be multiplied times the total number of hours of instruction for the class for the semester, and the product multiplied by the appropriate hourly rate to determine total extra compensation.
- 19.6 Subject to the following limits, faculty may choose to bank seven (7) units for classes within the TrAC of their principal assignment for which they otherwise would be paid hourly. When used, banked units do not affect requirements on work schedule except to reduce the required teaching load and to reduce the 25 hour-per week work schedule requirement by one hour per banked unit used. Banked units may not be cashed out except upon separation from the District. Upon separation, cash out will be at the rate of 17.5 hours per unit. Banked units may be used on mutual agreement of the faculty member and the TrAC Dean/Director.

ARTICLE XX
EXTRA DUTY COMPENSATION

- 20.1 Additional Salary Compensation is defined in Article XIX - Hourly Compensation.
- 20.2 Positions to receive units of reassigned time and/or additional salary compensation are listed in Appendix C.
- 20.3 Contract and regular teaching faculty will be paid for extra duty according to the provisions of Article XIX - Hourly Compensation.
- 20.4 Summer Session compensation shall be provided in accordance with the provisions of Article XIX - Hourly Compensation.
- 20.5 Any extra duty assignment and compensation formula not listed herein can be added to this agreement by negotiation.
- 20.6 The District agrees that any activity associated with assignments listed in Appendix C, which is required by the TrAC Dean outside the regular College calendar will be compensated at the appropriate hourly rate. Those periods addressed by this agreement include only the summer before the beginning of the fall semester, the traditional Christmas holiday period, the break between semesters, the spring break, summer after the end of the spring semester, and holidays declared by the Board of Trustees. This definition specifically excludes non-holiday Saturdays and Sundays, and evening activities during the regular College year. Compensation shall be limited to a maximum of 5 hours per day.

ARTICLE XXI
SUBSTITUTING

- 21.1 Faculty members employed as substitutes will be paid according to the Adjunct Salary Schedule. Faculty bargaining unit members employed as substitutes will have access to the reader budget established for the class being taught and will be entitled to earn prorated sick leave after they have substituted for at least 17 percent of the total scheduled class hours for a class. Substitutes may use any accrued hourly sick leave.
- 21.2 Faculty members shall have the right to accept or reject a request to substitute for another faculty member.
- 21.3 A faculty member substituting during a scheduled duty hour will be expected to reschedule the duty hour within the following five (5) working days.
- 21.4 In the event that a faculty member will not be able to meet his/her class, the TrAC Dean in consultation with the faculty member will determine if a substitute is required. If it is determined a substitute is required, the TrAC Dean will make a good faith effort to obtain a substitute.

ARTICLE XXII

TRAVEL

- 22.1 Faculty members are entitled to use District automobiles as available, if they so desire, for travel on official business of the District both within the State of California and outside of the State.
- 22.2 At the beginning of each fiscal year, the District will allocate \$300 per full-time faculty member to be placed in a rollover Travel Fund which all faculty members may draw on to defray expenses of attending conferences, workshops, or other activities designed to enhance professional development. Expenses allowed will include registration fees, travel, hotel accommodation, meals, and materials. At the beginning of the fiscal year, a minimum of 7.5% of the fund will be reserved for adjunct faculty. Recommendations for the allocation of travel funds will be made by a committee of the Academic Senate and forwarded to the Office of Instruction for administrative approval and processing to determine if the travel is in accordance with District policy and state/federal law. District mandated or sponsored travel (e.g., field trips, recruitment, coaches' meetings) will be funded from other District sources.
- 22.3 VTEA categorical funds for instructor in-service shall be handled through an Instructional In-service and Travel Account to be administered by the Office of Instruction. Instructors with assignments relating to vocational students and programs shall be eligible to apply for in-service training and travel by submitting a proposal to the Office of Instruction. All instructor requests for in-service training and travel shall first be reviewed and authorized by the responsible Dean.
- 22.4 No faculty member shall be permitted to transport students in a private car, nor shall a faculty member be required to use a private car for District business. If, however, a faculty member chooses to use a privately-owned automobile for District business, other than to transport students, the District will provide reimbursement for such use at the rate set forth in Policies and Procedures, AP 6535.
- 22.5 If special California Driver's License and special requirements for licensing are required in order for a currently employed faculty member to fulfill such duties, the District shall pay all reasonable costs involved in obtaining these licenses or for fulfilling these requirements.
- 22.6 Faculty members shall be covered under Workers' Compensation insurance in the event of accident or injury arising out of and in the course of the faculty member's employment.

ARTICLE XXIII
REDUCED SERVICE PARTIAL RETIREMENT PLAN

23.1 Retired Service Partial Retirement Plan

- 23.1.1 It shall be the policy of the District to permit faculty members of the District, with the approval of the Superintendent/President, to reduce their workload from full-time to no less than 50% time and have benefits based on full-time employment. The approval shall be in accordance with the provisions of this article and applicable provisions of the Education Code.
- 23.1.2 To qualify for this program, the faculty member (a) shall have completed ten (10) years of prior full-time service with the District with sabbatical leaves being counted as full-time employment, and (b) shall have attained the age of 55 prior to the beginning of the semester in which the reduction in service begins. It shall be the faculty member's responsibility to initiate the request for reduced service.
- 23.1.3 The agreement for reduced service must be initiated by the faculty member prior to April 1st and the agreement shall be executed by the faculty member and the District in writing each year prior to May 1. Exceptions may be made for the mutual benefit of the faculty member and the District. The agreement can be revoked or extended only with the mutual consent of the faculty member and the District.
- 23.1.4 If, at the end of the ten (10) year maximum period of reduced service, the faculty member wishes to continue employment, the faculty member is guaranteed no less than the reduced part-time employment. If the faculty member chooses part-time, the faculty member would receive only the same percentage of credit toward retirement for which the faculty member is under contract. The faculty member may return to full-time employment subject to District agreement.
- 23.1.5 A one-half time schedule could, with the approval of the District, be either full-time for one semester and no duties during the other semester, or a half-time teaching load, which does not necessarily require daily presence on campus, throughout both semesters.
- 23.1.6 The faculty member shall be paid a salary which is the pro-rata share of the salary the faculty member would be earning had the faculty member not elected to exercise the options of part-time benefits for which the faculty member of the District makes the payments, including those as provided in Sections 53201 of the Government Code, that would be required if the faculty member remained in full-time employment.
- 23.1.7 The faculty member, who is employed on a part-time basis, and the District agree to contribute to the Teacher's Retirement Fund the amount

that would have been contributed if the faculty member were employed on a full-time basis.

23.1.8 Full retirement credit is not earned until the end of the full school term or full school year. Participants who terminate prior to concluding periods will receive retirement credit based on the salary actually paid in the proportion that it related to the annual salary that would have been paid had the employment continued.

23.1.9 All rights mandated by law and additional benefits which may be granted by the District to its certificated employees shall be applicable to any and all such faculty members who are on contract for reduced service.

23.1.10 None of these provisions shall be in conflict with Chapter 1367 of the Statutes of 1974.

23.2 Employment After Retirement

23.2.1 Any full-time or adjunct faculty member who chooses to return to employment after retirement (within 39 months) and who has completed the appropriate waiting period as specified by STRS/PERS and Ed Code and received BOT approval shall be eligible for active status. Upon retirement, faculty members must indicate on the Voluntary Separation Form their intent to return as an adjunct associate faculty member and/or retired annuitant.

The faculty member will be placed on the adjunct salary schedule at the rate that corresponds to the level that the faculty member had on the adjunct salary schedule at the time of retirement.

A faculty member who retires and returns as an adjunct associate faculty member and/or retired annuitant shall be placed on the seniority list and assigned classes as outlined in all appropriate sections of articles 17.3.

23.2.2 Retirees employed pursuant to this policy shall not receive benefits except pursuant to Article X - Employee Benefits, Section 8 of this Agreement.

23.2.3 Retirees employed under this policy shall be subject to established evaluative procedures and will have normal access to due process under the law.

23.2.4 Any adjunct associate faculty member and/or retired annuitant who does not teach a course within 39 months is subject to the rehiring process.

23.3 Retirement/Resignation

- 23.3.1 In order to provide the District with sufficient time to recruit and hire replacements, faculty members are encouraged to provide 90 days or more advance notice. Written retirement/resignation notices shall be submitted to the VP of Human Resources and will be accepted at any time. The notice will be taken to the next Board of Trustee meeting. For faculty who submit their retirement papers by October 1, for an end of spring, summer, or the following academic year retirement will be paid a one-time incentive of \$1000.00. The incentive will be paid in the form of a stipend on the final paycheck from the District. This incentive will not exclude a faculty member from participating in any other District offered retirement incentive.
- 23.3.2 When the District offers a Supplemental Employee Retirement Plan (SERP) incentive, all faculty who submit retirement/resignation notices, within the same academic year that the SERP incentive is offered, will be eligible to receive the incentive no matter when their retirement/resignation notices are filed. In a year where a SERP is offered, a faculty member is not entitled to receive the one-time incentive listed in 23.3.1.

ARTICLE XXIV
UNIT STABILITY

- 24.1 Should any new job titles be established or regular job titles be reclassified during the term of this Agreement, the placement of those positions in or out of the bargaining unit shall be negotiated with the Association. Should the issue not be resolved within thirty (30) days of the establishment of a new job title, it shall be submitted to the Public Employee Relations Board.

- 24.2 The District shall notify all faculty and affected TrACs, via a general college-wide publication, of all full-time faculty and management vacancies in a timely manner.

ARTICLE XXV
MAINTENANCE OF BENEFITS

- 25.1 Existing rules, regulations, policies and procedures are amended to conform with the terms and provisions of this Agreement.
- 25.2 Those rules, regulations, policies and procedures subject to the terms and provisions of this agreement shall remain unchanged during the term of this agreement, unless changed by mutual agreement with the Association.

ARTICLE XXVI
STATUTORY AND JUDICIAL CHANGES

- 26.1 If any provision of this Agreement or application hereof to any faculty member is held by a court having competent jurisdiction to be contrary to law, or is in conflict with Federal or State orders, laws or regulations, then such provision or application will be deemed invalid, to the extent required by such court decision, order, law or regulation, but all other provisions or applications shall continue in full force and effect.
- 26.2 In the event an article, section, or provision is rendered void, the parties agree to meet within ten (10) calendar days to negotiate only those specific article(s), section(s) or provision(s) impacted.

ARTICLE XXVII
MISCELLANEOUS CONDITIONS

- 27.1 Unemployment Compensation - All faculty shall be eligible for unemployment compensation benefits as provided by law.
- 27.2 Defense of Faculty Member by District - If a faculty member or former faculty member requests a District defense against any claim or action against the faculty member for an injury arising out of an act or omission occurring within the scope of employment as an employee of the District, and such request is made in writing not less than ten (10) days before the day of trial, and the faculty member or former faculty member reasonably cooperates in good faith in the defense of the claim or action, the District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the District has agreed. If the District conducts the defense of a faculty member or former faculty member against any claim or action with reasonable good faith cooperation, the District shall pay any judgment based thereon or any compromise or settlement of the claim or action to which the District has agreed only if it is established that the injury arose out of any act or omission occurring in the scope of the employment of the faculty member or former faculty member as an employee of the District.

In no event shall the District pay such part of a claim or judgment as is for punitive or exemplary damages (Government Code, Section 825).

- 27.3 Policy and Procedures Manual - The District shall have a Policy and Procedures Manual containing such general information as is necessary to assist faculty members in the full and proper discharge of their professional responsibilities, and as is consistent with the terms of this Agreement and all other existing documents incorporated by reference herein.
- 27.3.1 The Policy and Procedures Manual shall not contradict the provisions of this Agreement or any portions hereof.
- 27.3.2 The negotiating team and designated representatives of the District shall review the Policy and Procedures Manual and update, revise, and redistribute manuals to all faculty, as necessary.
- 27.3.3 Upon appointment, each faculty member shall be provided with one (1) copy of this Agreement, and upon request a copy of the Manual.
- 27.3.4 As the Policy and Procedures Manual is revised, thereafter, it shall be reprinted by the District and distributed to each faculty member requesting same.
- 27.3.5 Whenever the Policy and Procedures Manual is first printed, or subsequently revised and reprinted, four (4) copies shall be supplied to the President of the Association by the District.

- 27.3.6 The District agrees to consult with the Association prior to any amendment, changes or elimination of present policies or procedures within the scope of negotiation. Such policies and procedures, including Section 6620 of the Manual, will be subject to the dispute settlement policy.
- 27.4 The District guarantees that contractual agreements with other agencies for instruction of credit classes will not result in the reduction of contract and regular faculty positions. The District also agrees to meet and negotiate if the District proposes to contract out work traditionally done by the faculty.

ARTICLE XXVIII
COMPLAINTS

- 28.1 Complaints involving charges of sexual harassment, crimes (whether felony or misdemeanor), or charges of discrimination will not be addressed under this article but will be handled under any appropriate District Policies and Procedures and/or relevant Education Code(s).
- 28.2 Any concerns or complaints about a faculty member shall be immediately investigated by the Superintendent/President or designee. If there is a concern, the complainant will have the option to express their concern orally or in writing. Then the Superintendent/President or designee shall listen to the concerns and try to resolve this issue. The Superintendent/President or designee may share the concerns with the faculty member in a constructive, consultative manner. If the complainant still has concerns, the Superintendent/President or designee shall encourage the complainant to meet with the faculty member involved. If the complainant is uncomfortable meeting with the faculty member and/or if after meeting with the faculty member, the complainant still wants to proceed, then the complainant will be provided a Complaint Form. If the complainant completes a Complaint Form, the faculty member will be provided with a summary of the concerns along with the complainant's name within ten (10) business days. Failure to provide the faculty member a summary of the concerns along with the complainant's name within ten (10) business days invalidates the complaint, except those related to Title V and Title IX. The Superintendent/President or designee shall hold a meeting with the faculty member to review the complaint form and discuss the concerns and to try to resolve the issue. If the concerns elevate to step 3 as listed in professional conduct (Article 29.3), an SJDCTA representative will be allowed to review the original complaint form if it has already not been shared with the faculty member.
- 28.3 If the District places a faculty member on leave (paid or unpaid), the District shall provide the faculty member and SJDCTA with the basis of the allegation in accordance with Education Code section 87623.
- 28.4 The faculty member may use non-classroom time for the purpose of preparing a written response to such complaint. The response shall be attached to the written complaint.
- 28.5 The District shall not use a criminal charge as the sole basis for dismissal or refusal to reemploy a faculty member unless the charge is substantiated through an impartial investigation.

ARTICLE XXIX

PROFESSIONAL CONDUCT AND CORRECTIVE ACTIONS

29.1 Professional Conduct

All faculty are expected to fulfill their professional obligations and to conduct themselves in a manner which is appropriate to an academic environment, is aligned with the District's Mission Statement, and supports student success.

29.2 Corrective Actions

29.3 The purpose of this article is to define a process for promoting corrective action when a faculty member does not meet their professional expectations (as stated in section 29.1 above) and/or adhere to any District policy, procedure, obligation under the collective bargaining agreement, and/or fails to meet the expectation of the mission statement. Each of the following steps of progressive discipline shall be followed except when the Vice President of Human Resources and Risk Management determines that the skipping of steps of progressive discipline is warranted due to a violation related to Education Code section 87732. Employees may request a CTA representative at any stage of the process where they are being questioned and the nature of the questioning may lead to discipline (*Weingarten*).

29.4 Progressive Steps*:

- Step 1. Verbal Discussion – the Superintendent/President or designee shall meet informally with the faculty member coupled with suggestions for corrective measures.
- Step 2. Conference Memorandum – the Superintendent/President or designee shall meet with the faculty member and provide a written Conference Memorandum which shall include suggestions for corrective action and/or training.
- Step 3. Letter of Reprimand – the Superintendent/President or designee shall meet with the faculty member and provide a written Letter of Reprimand which shall include steps for corrective action and/or training expectations. The Letter of Reprimand shall be placed in the employee's personnel file and shall be removed (and any associated PIP) after eighteen (18) months from the date of issuance of the letter with approval from the VP of Human Resources and Risk Management. When a faculty member is placed on a PIP during the semester, the faculty member shall be allowed to complete said semester's assignments including overload. After the PIP is successfully completed, the faculty member shall be entitled to overload/hourly assignment based on their seniority in subsequent semesters.

- Step 4. Formal Reprimand Letter – the Superintendent/President or designee shall meet with the faculty member and provide a Formal Reprimand Letter which shall include steps for corrective action and/or training expectations as identified under a Performance Improvement Plan (PIP). The Formal Reprimand Letter and PIP shall be placed in the employee’s personnel file.
- Step 5. Notice of Intent for Suspension/Leave With or Without Pay/ Reassignment/Dismissal – When a faculty member receives a written notice of Suspension/Leave With or Without Pay/ Reassignment/Dismissal, the District shall notify CTA at the same time as the faculty member. Any dismissal shall be in accordance with Education Code section 87732.
- * Based on the severity of the conduct, a Performance Improvement Plan (PIP) may be issued at steps 3, 4 and 5 under section 29.4.

ARTICLE XXX
RIGHTS AND RESPONSIBILITIES

30.1 Management Rights and Responsibilities

30.1.1 It is understood and agreed that the Board of Trustees retains all rights, powers, privileges, functions and authority to direct, manage and control the operations of the District to the full extent authorized by law. Any of the rights, powers, privileges, functions or authority which the District had prior to the execution of the Agreement are retained except as those rights, powers, privileges, functions or authority which are specifically abridged or modified by this Agreement.

30.1.2 It is further understood that all matters not specifically enumerated as being within the scope of representation in Government Code, Section 3543.2 and not limited by express terms of this Agreement as rights of the exclusive representative, are reserved to the District.

30.2 Association Rights and Responsibilities

Any of the rights, powers, or authority that the Association had prior to the signing of this Agreement are retained by the Association except those specifically abridged, deleted, granted, or modified by this Agreement and any supplementary agreements that may hereafter be made.

The Association shall not have a duty to represent an administrator in any grievance action, even though that administrator may also have tenure as a faculty member.

30.3 Instructor Rights and Responsibilities

An instructor's primary responsibility is to teach. To this end, an instructor shall perform in a professional manner at a level appropriate to the courses being taught and the capabilities of the students in classes. The faculty member is expected to be informed relative to the latest developments in areas of competence and responsibility. Faculty members shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, Policy and Procedures Manual and the current CTA Contract.

30.4 Counselor and Librarian Rights and Responsibilities

A counselor's primary responsibility is to provide assistance to the student in program planning and guidance, matters concerning personal and social adjustment, and to assist the student in educational and career planning. The counselor is also responsible for providing assistance to the student in any other matter which is relevant to the student's welfare. Counselors will work cooperatively with other college staff members through individual and group efforts

on matters pertaining to student welfare and effective instruction. Librarians shall comply with duties of instructors as may be appropriate to their assignment and such other duties as may be assigned by the appropriate TrAC Dean. Counselors and librarians shall familiarize themselves and act in accordance with the pertinent sections of the Education Code, Administrative Code, and Policy and Procedures Manual.

30.5 Adjunct Interview Rights

Any adjunct faculty member who applies for a full-time or contract position who has been employed a minimum of at least six (6) semesters within the last five (5) years in the given discipline of opening and who has received satisfactory evaluations shall be granted the right to an interview provided that the member meets the minimum qualifications for the position as outlined by the Chancellor's Office.

ARTICLE XXXI

SAVINGS

- 31.1 Any need to clarify the intended meaning of this Agreement may be resolved by a joint meeting of the respective bargaining teams. Tape recordings of negotiations may be used to resolve a dispute regarding the intent of contract language. The purpose of such a meeting shall be limited to clarification of the intent of negotiated contract language. Such a meeting of the bargaining teams shall expressly not constitute an agreement on the part of either party to reopen negotiations on any subject.
- 31.2 By mutual agreement of the parties hereto at any time, any provision of this Agreement may be deleted or amended in whole or in part and new provisions may be added hereto, provided that any such agreement deleting, amending, or adding a provision is in writing duly signed by the parties hereto.

ARTICLE XXXII
REDUCTION IN FORCE

- 32.1 The right of a person employed in an administrative position to become a first-year probationary faculty member once the administrative assignment expires or is terminated shall not result in the termination or failure to re-employ any contract or regular faculty member.

ARTICLE XXXIII
FACULTY SERVICE AREAS (FSA)

- 33.1 The San Joaquin Delta College Faculty shall be grouped into one (1) Faculty Service Area.
- 33.2 The competency criteria to serve in the Faculty Service Area shall either be a valid California Community College Credential, or the Minimum Qualifications as listed in the California Community College Discipline's List.
- 33.3 Upon initial employment, each contract and regular faculty member will be assigned to a Discipline Area. After initial employment, a faculty member may declare additional Discipline Areas for which the faculty meets the minimum qualifications. Once the declaration is received by Human Resources, the item will be placed on the Board of Trustees agenda within 45 days. The new discipline area will go into effect the month following the Board's approval. This paragraph does not apply to those faculty requesting the equivalency process.

ARTICLE XXXIV
TENURE DETERMINATION

- 34.1 The length of the probationary period for faculty shall be in accord with the provisions of Education Code Section 87600 et seq., and such other laws and regulations regarding the granting of tenure to community college faculty as may be established by the California State Legislature and the California Community Colleges Board of Governors.
- 34.2 The Tenure Review Committee shall be composed of the following individuals representing these offices:
- 34.2.1 Assistant Superintendent/Vice President of Instruction (for Instructors and Librarians) or Assistant Superintendent/Vice President of Student Services (for Counselors).
 - 34.2.2 For instructors and librarians, one of the Deans of Instruction. For counselors, the Dean of Counseling and Special Services
 - 34.2.3 Appropriate TrAC Dean/Director/Supervisor
 - 34.2.4 Academic Senate President, or the Senate President's designee
 - 34.2.5 One faculty member from the same or related discipline chosen by the Academic Senate President. Neither the Senate President's designee nor the additional faculty member may be the Peer Reviewer.
 - 34.2.6 The Tenure Review Committee will follow the Tenure Review Guidelines, (Appendix H) and college policies. The Tenure Review Committee shall give the Superintendent/President an initial recommendation for or against tenure. The Tenure Review Committee's recommendations will be based primarily on evidence of the faculty member's performance as reflected in:
 - 34.2.7 An assessment of the faculty member's performance of assigned duties, based on personal observations, by the appropriate TrAC Dean/Director/Supervisor and the faculty members of the Tenure Review Committee.
 - 34.2.8 The peer review may be used at the discretion of the candidate.
 - 34.2.9 Candidates who believe the tenure review procedure has not been followed, or that they have been subjected to biased treatment, may challenge the process followed by the Tenure Review Committee.
- 34.3 In the event that the Tenure Review Committee recommends against granting tenure to a probationary faculty, that faculty shall have the following recourse: If


the candidate alleges that the denial of tenure is based upon a violation or misinterpretation of any of the District's policies or procedures concerning evaluation of probationary faculty or a violation of the Tenure Review Guidelines, then it would be addressed as a grievance. Such a grievance would begin at the third step of the dispute settlement procedures in this Contract.


- 34.4 The probationary faculty shall have the right to file a grievance within ten (10) days after receipt of written notice of the recommendation of denial by the Tenure Review Committee. The review process shall be used to address procedural issues and evidence of bias only, and shall not be a means to challenge or review the substantive determinations of the Tenure Review Committee with regard to a candidate's performance or evaluation or the recommendation of the committee.
- 34.5 The recommendation of the Tenure Review Committee's evaluations will be reviewed by the Superintendent/President. The recommendation of the Superintendent/President and the Tenure Review Committee shall be presented to the Board of Trustees sufficiently in advance of March 15th to enable the Board to meet the statutory deadlines.


SIGNATURES


Signed this 20th of July 2021.


For the District:

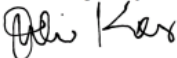
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Dr. Omid Pourzanjani
Superintendent/President


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Dr. Lisa Aguilera Lawrenson
Assistant Superintendent/
Vice President of Instruction & Planning

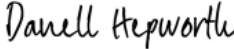
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Dr. Lonita Cordova
Assistant Superintendent/
Vice President of Student Services


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DeAnna Solina, Chief Negotiator
Vice President of Human Resources
& Risk Management

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Dr. Amanda Preston-Nelson
Vice President of Administrative
Services


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Dr. Charles Jennings
Board of Trustees
San Joaquin Delta College


For the Association:


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Dr. Elizabeth Maloney, Chief Negotiator
San Joaquin Delta College Teachers
Association/CTA


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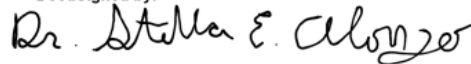
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Dr. Stacey Bagnasco

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Dr. Greg Gibson

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Dr. Stella Alonzo

APPENDIX A-1
 FACULTY SALARY SCHEDULES
REGULAR AND CONTRACT

2021-22 (4%)

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctorate
1	\$57,698	\$60,132	\$63,372	\$65,880	\$68,821	\$71,718	\$74,289
2	\$60,918	\$63,404	\$66,645	\$69,190	\$72,160	\$75,188	\$77,755
3	\$64,158	\$66,661	\$69,910	\$72,481	\$75,487	\$78,599	\$81,167
4	\$67,389	\$69,913	\$73,178	\$75,784	\$78,817	\$81,844	\$84,412
5	\$70,613	\$73,176	\$76,443	\$79,085	\$82,156	\$85,312	\$87,880
6	\$73,850	\$76,434	\$79,714	\$82,380	\$85,490	\$88,666	\$91,234
7	\$77,066	\$79,691	\$82,980	\$85,690	\$88,824	\$92,022	\$94,590
8	\$80,297	\$82,941	\$86,257	\$88,985	\$92,160	\$95,381	\$97,949
9	\$83,534	\$86,196	\$89,514	\$92,288	\$95,487	\$98,735	\$101,303
10		\$89,460	\$92,777	\$95,586	\$98,819	\$102,089	\$104,658
11			\$96,049	\$98,887	\$102,150	\$105,446	\$108,015
12				\$102,194	\$105,484	\$108,854	\$111,425
13					\$108,824	\$112,264	\$114,832
14						\$115,676	\$118,244

Including Longevity Increment

1	\$85,623	\$91,697	\$98,451	\$104,749	\$111,544	\$118,567	\$121,200
2	\$87,711	\$93,933	\$100,852	\$107,304	\$114,265	\$121,459	\$124,156
3	\$89,799	\$96,170	\$103,253	\$109,858	\$116,986	\$124,351	\$127,112
4	\$91,888	\$98,406	\$105,654	\$112,413	\$119,706	\$127,243	\$130,069
5	\$93,976	\$100,643	\$108,056	\$114,968	\$122,427	\$130,135	\$133,025

Effective July 1 of the ninth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of two and a half percent (2.5%) will be added to the employee's base salary.

Effective July 1 of the thirteenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of five percent (5%) will be added to the employee's base salary.

Effective July 1 of the seventeenth year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of seven and a half percent (7.5%) will be added to the employee's base salary.

Effective July 1 of the twenty-first year of service as an employee of the San Joaquin Delta Community College District, a longevity increment of ten percent (10%) will be added to the

employee's base salary.

Effective July 1 of the twenty-fifth year of service as an employee of the San Joaquin Delta Community College

District, a longevity increment of twelve percent (12.5%) will be added to the employee's base salary.

APPENDIX A-2
 FACULTY SALARY SCHEDULES
HOURLY AND OVERLOAD

2021-22 (4%)

	I	II	III	IV	V	VI	VII
	BA Or Equivalent Or Less	BA plus 30	MA	MA with 45	MA with 60	MA with 84	Earned Doctorate
1	\$57.70	\$60.13	\$63.37	\$65.88	\$68.82	\$71.72	\$74.29
2	\$60.92	\$63.40	\$66.64	\$69.19	\$72.16	\$75.19	\$77.76
3	\$64.16	\$66.66	\$69.91	\$72.48	\$75.49	\$78.60	\$81.17
4	\$67.39	\$69.91	\$73.18	\$75.78	\$78.82	\$81.84	\$84.41
5	\$70.61	\$73.18	\$76.44	\$79.09	\$82.16	\$85.31	\$87.88
6	\$73.85	\$76.43	\$79.71	\$82.38	\$85.49	\$88.67	\$91.23
7	\$77.07	\$79.69	\$82.98	\$85.69	\$88.82	\$92.02	\$94.59

Teaching Experience for Adjunct Faculty Initial Placement:

Less than 1 Year	Step 1
1 Year	Step 2
2 Years	Step 3
3 Years	Step 4
4 Years	Step 5

Advancement on the Hourly Salary Schedule will occur whenever an additional 290 hours of assigned adjunct work at San Joaquin Delta College are completed. Step advancement on the schedule will adjust annually, at the beginning of the Fall Semester.

Teaching at San Joaquin Delta College (cumulative hours)

Less than 290 hours	Initial Step
290 hours – 579 hours	Plus one additional step*
580 hours – 869 hours	Plus one additional step*
870 hours – 1159 hours	Plus one additional step*
1160 hours – 1449 hours	Plus one additional step*
1450 hours – 1739 hours	Plus one additional step*
1740 or more hours	Plus one additional step*

*Until the maximum step is reached.

APPENDIX A-3
FACULTY SALARY SCHEDULES
POST

2021-2024

**PEACE OFFICER STANDARDS TRAINING (POST)
PARAPROFESSIONAL POSITIONS**

Firearms Safety Line Officer	\$55.00/hour
POST Scenario Proctor	\$55.00/hour

Starting the 2017-2018 academic year, hourly instructors in the POST Academy were converted to the paraprofessional positions listed above. The hourly pay rates for those employees listed in the M.O.U. Identifying POST Positions as Paraprofessionals and Setting New Rates of Pay executed on May 19, 2017, and appended via email dated December 15, 2017, will remain grandfathered.

APPENDIX B
COLLEGE CALENDAR

The College Calendar for each respective year will be made available after consultation with the Association in accordance with Article XIII, Section 3.

APPENDIX C
EXTRA DUTY COMPENSATION

Course	Name	Course Units (*6)	Extra-Duty Units
AHSC 011ABCD	Livestock Evaluation	Assigned	3.00
AHSC 025ABCD	Livestock Presentation	Assigned	2.00
ATH 049	Golf-W	Assigned	2.00
ATH 050	Soccer-M (Head Coach)	Assigned	4.00
ATH 050	Soccer Assistant- M	0	10.00
ATH 051	Water Polo-M	Assigned	2.00
ATH 052	Football-M (Head Coach)	Assigned	4.00
ATH 052	Football Assistant-M	0	10.00
ATH 052	Football Assistant-M	0	10.00
ATH 053	Cross Country-M	Assigned	2.00
ATH 054	Baseball-M (Head Coach)	Assigned	4.00
ATH 054	Baseball Assistant	0	10.00
ATH 055	Golf-M	Assigned	2.00
ATH 056	Basketball-M (Head Coach)	Assigned	4.00
ATH 056	Basketball Assistant-M	0	10.00
ATH 057	Track-M (Head Coach)	Assigned	4.00
ATH 057/068	Track Assistant-M/W	0	10.00
ATH 058	Wrestling-M	Assigned	2.00
ATH 060	Swimming-M	Assigned	2.00
ATH 060/063	Swimming Assistant-M/W (Diving)	0	10.00
ATH 061	Soccer-W (Head Coach)	Assigned	4.00
ATH 061	Soccer Assistant - W	0	10
ATH 062	Volleyball-W	Assigned	2.00
ATH 063	Swimming-W	Assigned	2.00
ATH 064	Basketball-W (Head Coach)	Assigned	4.00
ATH 064	Basketball Assistant-W	0	10.00
ATH 065	Softball-W (Head Coach)	Assigned	4.00
ATH 065	Softball Assistant-W	0	10.00
ATH 067	Water Polo-W	Assigned	2.00
ATH 068	Track-W (Head Coach)	Assigned	4.00
ATH 069	Cross Country-W	Assigned	2.00
COM ST 052	Speech & Debate (Head Coach)	Assigned	0.00
COM ST 052	Speech & Debate Assistant	0	4.00
COM ST 052	Speech & Debate Assistant	0	4.00
DANCE 005ABCDE	Production /Repertory Company	Assigned	2.00
DRAMA 025AB	Director	Assigned	0.00
DRAMA 025AB	Technical Director	0	2.00
DRAMA 025AB	Costuming Director	0	2.00
DRAMA 025AB	Lighting Designer	0	1.00
DRAMA 025AB	Sound Designer	0	1.00
DRAMA 025AB	Makeup Designer	0	1.00
DRAMA 025AB	Scenic Designer	0	1.00
DRAMA 025AB	Costumer Designer	0	1.00
DRAMA 044AB	Director	Assigned	0.00
DRAMA 044AB	Technical Director	0	2.00
DRAMA 044AB	Costuming Director	0	2.00
DRAMA 044AB	Lighting Designer	0	1.00

Course	Name	Course Units (*6)	Extra-Duty Units
DRAMA 044AB	Sound Designer	0	1.00
DRAMA 044AB	Makeup Designer	0	1.00
DRAMA 044AB	Scenic Designer	0	1.00
DRAMA 044AB	Costumer Designer	0	1.00
DRAMA 047AB	Director	Assigned	0.00
DRAMA 047AB	Costuming Director	0	2.00
DRAMA 047AB	Lighting Designer	0	1.00
DRAMA 047AB	Sound Designer	0	1.00
DRAMA 047AB	Technical Director	0	2.00
DRAMA 047AB	Makeup Designer	0	1.00
DRAMA 047AB	Scenic Designer	0	1.00
DRAMA 047AB	Costumer Designer	0	1.00
MUSIC 015	Delta Singers	Assigned	2.00
MUSIC 017	Concert Choir	Assigned	2.00
MUSIC 026	Band	Assigned	2.00
MUSIC 029	Jazz Band	Assigned	2.00
MUSIC 032	Studio Arts Ensemble	Assigned	2.00
MUSIC 040ABCD	Applied Music Instructor of Record	1.0	1.00
MUSIC 040ABCD	Applied Music Individual Instructor	0	7.5 hours per student assigned

Faculty Release Time Assignments

	Units/Semester	FTEF
Academic Senate President	10.00	0.67
Academic Senate First Vice President (FPG Chair)	2.00	0.13
Academic Senate Second Vice President	3.00	0.20
Academic Senate Vice President of Curriculum	7.00	0.47
SJDCTA President	9.00	0.60
SJDCTA First Vice President	3.00	0.20
SJDCTA Second Vice President	6.00	0.40
SJDCTA Third Vice President	1.50	0.10
SJDCTA Secretary	2.50	0.17
Articulation Officer	15.00	1.00
Flex Program Coordinator	3.00	0.20
Law Pathway Coordinator	3.00	0.20
Student Learning Outcome Coordinator	3.00	0.20
Learning Center Coordinator	15.00	1.00
Learning Center Assistant Coordinator	3.00	0.20
Lifeguard Training & Supervision Coordinator (Fall or Spring)	1.00	0.07
Lifeguard Training & Supervision Coordinator (Summer)	0.50	0.03
Faculty Library Coordinator	3.00	0.20
Music Instrument Coordinator	1.00	0.07
Assistant Director ADN	3.00	0.20
Assistant Director PT	3.00	0.20
RAD Tech Coordinator	0.50	0.03
HS Fundamentals Coordinator	0.50	0.03
HS Med Surge Coordinator	0.50	0.03
HS OB/GYN Coordinator	0.50	0.03
HS Mental Health Coordinator	0.50	0.03
HS Geriatric Coordinator	0.50	0.03
HS Pediatrics Coordinator	0.50	0.03
Psych Tech Coordinator	0.50	0.03

Leadership Coordinator	0.50	0.03
HS Simulation Skills Lab Coordinator	15.00	1.00
Speech Language Pathology Coordinator	4.00	0.27
Assistant POST Coordinator	3.00	0.20
Coaching Coordinator/Title IX Liaison	3.00	0.20
Distance Education Coordinator	7.50	0.50
Faculty Accreditation Chair	Up to 3.00	0.20

FACULTY STIPENDS

Discipline Chair	\$2,000.00
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NON-TEACHING STIPENDS/PARAPROFESSIONAL

Baseball Assistant-M	\$2,000.00
Basketball Assistant-M	\$2,000.00
Basketball Assistant-W	\$2,000.00
Beach Volleyball Assistant-W	\$1,000.00
Beach Volleyball Assistant-W	\$1,000.00
Cross Country Assistant-M	\$1,000.00
Cross Country Assistant-W	\$1,000.00
Football Assistant-M	\$4,000.00
Football Assistant-M	\$4,000.00
Football Assistant-M	\$4,000.00
Football Assistant-M	\$4,000.00
Football Assistant-M	\$4,000.00
Football Assistant-M	\$4,000.00
Soccer Assistant-M	\$3,000.00
Soccer Assistant-W	\$3,000.00
Swimming Assistant-M	\$1,000.00
Swimming Assistant-W	\$1,000.00
Track Assistant-M	\$1,000.00
Track Assistant-W	\$1,000.00
Volleyball Assistant-W	\$2,000.00
Water Polo Assistant-M	\$1,000.00
Water Polo Assistant-W	\$1,000.00
Wrestling Assistant-M	\$1,000.00

GRANT STIPENDS

Specific stipend amounts and duties will be determined via mutual agreement between SJDCTA and the District as outlined in an MOU for each specific grant.

SUMMER STIPENDS

Horticulture/Greenhouse Coordinator	\$1,000.00
Faculty Professional Growth Chair	\$750.00
Academic Senate President	\$1,000.00
SJDCTA President	\$1,000.00

NOTES*

1. All additional extra duty compensation/assignments not included in this Appendix must be agreed upon by the District and the Association. The District and Association agree to meet to discuss special circumstances and assignments on a case-by-case basis.
2. Faculty Release Time Assignments will not be counted in the overall faculty productivity calculation as it pertains to Article XVIII SALARIES
3. Extra Duty Units may be assigned as overload. When units are converted to hours for pay purposes, the formula is 17.5 hours per unit.

4. Faculty Release Time Assignments will be assigned as part of load with the exception of the Nursing Coordinator positions. Based on program needs, the Nursing Coordinator positions can be assigned as either part of load (not part of overload) or as a stipend as determined by the District and in consultation with SJDCTA.
5. As with instructional unit assignments, all unit-based extra duty and faculty release assignment work includes preparation, coordination, and other duties associated with completing the overall assignment.
6. Individual faculty members shall not receive duplicate Extra-Duty Units for multiple sections of one course or concurrently offered classes. Concurrently offered classes are defined as a class offered on the same day at the same hour.
7. All assignments are per semester offered.
8. No additional compensation is allowed for these assignments except as provided in Article 20.6
9. Faculty release time assignments are assigned as needed by the District. The Administration will announce the position vacancy giving fair and equitable opportunity to all eligible and qualified employees or applicants (Nursing/Health Sciences Coordinator positions are exempt from this rule; coordinators are assigned based on specialty areas). Applicants will complete a standard interest form developed by the Administration in consultation with the release time committee described below. If there are one or more qualified applicants, a release time committee composed of the two Assistant Superintendents/Vice Presidents (or designees), the Academic Senate President and SJDCTA President (or designees) will meet to consider the applicants and make a recommendation to the administration for the position. If there are no applicants for the position, the committee shall review the position job description to determine if the recommended release time is appropriate. If there is no need for revision in the position description or release time, the administration will make an appointment based on mutual consultation among committee members. Involuntary position appointments shall not exceed one year. Regular position appointments shall not exceed three-year terms, with the option for renewal by committee recommendation and administrative appointment. Individuals in release time positions will be evaluated in the course of their normal evaluation process in consultation with their primary manager (if service in the release time position is different from their primary assignment). Leadership of the Academic Senate and SJDCTA are positions elected by the faculty.
10. The Office of Instruction will maintain the agreed upon Discipline Chair Responsibility Description. Annually, Discipline Chairs will be informally evaluated by the Dean, which includes an opportunity for all discipline faculty to provide feedback. When faculty co-chair a discipline group, the stipend will be divided equally.
11. All stipends during the fall and spring semesters will be paid in five equal monthly payments on the 10th of the month payroll. Summer stipends will be paid in equal payments on July 10th and August 10th.
12. Nursing/Health Sciences Coordinator positions when assigned as a stipend will be paid at the rate of \$650.00 per semester. Effective 2021—2022 academic year and forward, these stipends will increase in the same percentage proportion allocated to base salary pay.
13. Extra Duty Units are not eligible for FLEX hours or Flex Compensation.

APPENDIX D
FACULTY LOAD UNITS

1. A faculty assignment shall be not more than four (4) course preparations (exclusive of sequential courses usually grouped together).
2. Load units shall be assigned as follows:

Lecture hours/unit 1:1

Laboratory hours/units 1:0.8

Non-teaching assignments, including counselors and librarians' hours/unit 1:0.6*

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

3. For purposes of determining college workload, a "contact hour" shall be defined as fifty-two (52) clock minutes.

APPENDIX E-1
EVALUATION FORMS
FACULTY EVALUATION FORM

Faculty Name _____ Contract Year _____ Regular Adjunct TrAC _____

Evaluation Domain	Standards
Andragogy	Applies effective teaching, counseling, or library methods to stimulate independent adult student learning, especially diverse disproportionately impacted learners. Takes into consideration student comprehension and makes adjustments as needed. Provides clear directives. Applies theoretical knowledge and content to “real world” examples.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	
Subject Matter Expertise	Demonstrates knowledge of the subject matter and explains it in a way that fosters student growth and development.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. (triggers CBA article 16.1.4.1.6) Comments:	
Organization and Use of Time	Plans activities and uses contact time effectively. Organizes lecture, lab, counseling appointment, or library activity.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	
Student Involvement/ Learning Environment	Provides opportunities for student involvement and demonstrates good rapport with students. Creates a respectful, inclusive, and supportive environment. Engages students with questions, activities, and opportunities for reflection.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	
Professional Responsibilities	Demonstrates responsible action in completing professional obligations, such as submitting paperwork (e.g., syllabi, grades, flex, positive attendance) by the deadline, maintaining class/office hours, and completing required trainings.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	
Collegiality with the Campus Community	Exhibits collegial respect for others and works well with others.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	
Presentation/Delivery	Presents information and materials that are clear and understandable and engage students using either a variety of instructional techniques and/or varying methods of delivery. Materials presented are representative of diverse groups.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	

Evaluation Domain	Satisfactory
Campus and/or Professional Community Involvement	Faculty is engaged in one or more of the following activities: campus life, such as participation in campus governance, student development, community or professional projects, or community events as a college representative.
<input type="checkbox"/> Meets Standards. Comments:	
<input type="checkbox"/> Does Not Meet Standards. Comments:	

Any evaluation domain that does not meet standards must be accompanied by a performance improvement plan, see Appendix E. Any concerns resulting in a "does not meet standards" evaluation should have been addressed via email notification(s) from the District or the progressive discipline process, prior to being indicated as such on this evaluation. The intent of the overall evaluation is remedial not punitive.

 Evaluator Comments:

 Pre-Conference Notes (Date/Time):

 Formal Visitation (Date/Time):

 Post-Conference Notes (Date/Time):

 Faculty's Comments:

 Instructor Review/Signatures: I have reviewed this evaluation, but my signature does not necessarily indicate my agreement with the evaluation. I acknowledge the receipt of a copy at this time and understand I will receive a completed copy after signature by the Assistant Superintendent/Vice President indicating review of the original prior to placement in my personnel file. I understand that a copy of the evaluation will be shared with the tenure review committee in the tenure process.

 Date Instructor
 Response Attached Yes No

 Date Evaluator

Reviewed by _____
 Assistant Superintendent Date Assistant Superintendent/Vice President

original to file _____ _____
 copy to Faculty Date to File Date to Faculty

APPENDIX E-2
EVALUATION FORMS
FACULTY SELF EVALUATION FORM

Faculty Name _____ Contract Year _____ Regular Adjunct TrAC _____

In this self-evaluation form, describe your strong and competent performance as a faculty member in the discharge of your professional obligations. The form provides an opportunity for you to construct a one to two-page narrative summary of approaches you have taken to enhance your teaching, counseling or library service, professional accomplishments, college or community service, and efforts to establish a positive learning environment and collegial relationships with peers and staff. You may attach supporting materials and documents, but attachments are not required. Submit this form to your evaluator during the week of your observation visit. This self-evaluation form shall be used by the evaluator as one element of the administrative evaluation process.

1. Describe any teaching, counseling or library methodologies you have used or introduced, or any new innovative approaches you have used in your work since your last evaluation (or since your initial hire).

2. Describe any professional achievements or accomplishments you would like to highlight since your last evaluation (or since your initial hire).

3. Describe any college service and community service activities you have engaged in since your last evaluation (or since your initial hire).

4. Describe any efforts you have undertaken to promote a positive, collegial learning environment for students and to foster a collegial working atmosphere with your peers and other staff. Focus on efforts since your last evaluation (or since your initial hire).

APPENDIX E-3
EVALUATION FORMS
STUDENT FACULTY EVALUATION QUESTIONNAIRE

FACULTY (PROFESSOR, LIBRARIAN, COUNSELOR)

Name of Faculty Member: _____
Course/Session/Workshop: _____ Date: _____

Select the appropriate response for each statement. If using a Scantron, please use a number 2 pencil and erase changed responses completely.

A) Strongly Agree B) Agree C) Neutral D) Disagree E) Strongly Disagree	A	B	C	D	E	Does Not Apply
1. The faculty member promotes participation and student questions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The faculty member supports an inclusive environment for diverse students.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The faculty member encourages an atmosphere of mutual respect.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. The faculty member provides information and/or materials relevant to the course/session/workshop.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. The faculty member gives clear examples that help students understand the course/session/workshop.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. The faculty member answers questions clearly.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The faculty member communicates in a timely manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The faculty member is available to students (for example, office hours, responding to questions, and/or emails).	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The faculty member offers helpful feedback.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The course/session/workshop meets or exceeds my expectations.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

What is the most beneficial part of the course/session/workshop?

What is the least beneficial part of the course/session/workshop?

What changes, if any, would you recommend?

COMMENTS:

APPENDIX E-4
EVALUATION FORMS
PEER REVIEW VERIFICATION FORM

The undersigned verify that peer review was completed per Article XVI. No other material shall accompany this form when submitted upon completion of peer review.

Please initial the following to indicate completion:

Faculty	Peer Reviewer
_____ Pre-Review conference	_____
_____ Peer Review	_____
_____ Review of Course(s) (where applicable)	_____
Course Name	Date
_____	_____
_____	_____
_____ Review of participation in collaborative SLOA process	_____
_____ Discussion regarding student success, equity data & gaps Related to courses/programs	_____
_____ Post Review Discussion (including written suggestions)	_____
_____ Self-Evaluation	_____
_____ Classroom Visit (To be completed if administrative visit is done)	_____

Faculty Name (Please Print)

Peer Reviewer Name (Please Print)

Faculty Signature (Date)

Peer Reviewer Signature (Date)

APPENDIX E-5
EVALUATION FORMS
FACULTY PERFORMANCE IMPROVEMENT PLAN (PIP)

SECTION I

Faculty Name: _____ Contract Regular Adjunct TrAC: _____

Area(s) of improvement as indicated on the Faculty Evaluation Form dated _____

Evaluation Domain	Improvement Plan	Review Date
<i>EX: Professional Responsibilities</i>	<i>Faculty member shall submit all rosters by due date. Faculty member shall exclude students who have not enrolled. Faculty member shall drop students as outlined by college policy</i>	

Specific actions the supervisor/manager will take to improve employee performance in each area:

*EX: TrAC Dean will review attendance policies with the faculty member to encourage timely submission of rosters.
Faculty member will receive technical assistance from the Admissions & Records Office.
TrAC Dean will identify and assign a peer mentor to assist the faculty member with this improvement plan.*

How will improvement in each area be measured?

EX: TrAC Dean will verify submission of required rosters.

APPENDIX E-6
DISTRICT SERVICES ACTIVITIES FORM

(For Activities not counted towards Flex)

Print Name _____ TrAC _____ Discipline _____

Please enter the hours of the District Service Activities performed during the semester: (Non-Reassigned Time) Activities of the SJDCTA that are reasonably related to District Service	HOURS
Academic Senate Representative	
Accreditation Activities	
Advisory Committee	
District Outreach Activities	
District Planning Processes (e.g., modules/lesson plans, program reviews,)	
District Sponsored Student Success Initiatives	
District or Community Workshop Presenter	
Compliance-related training (e.g., Sexual Harassment Prevention,)	
Curriculum Development	
TrAC and Department Meetings	
Hiring Committees	
Participatory Governance Committee	
Performance Review Team membership (for full-time faculty evaluations)	
Professional Growth Activities (e.g., instructional skills workshops,)	
Program Development	
School, Business and Industry Partnership Development	
SLO Assessment	
Sponsoring and Supporting Student Activities	
Student Club Advisor	
Office Hours in excess of 5 hours per week	
Work related to and for students (e.g., reference checks, letter of recommendation, grade checks, guidance,)	
Other (please list):	
Other (please list):	
TOTAL HOURS	

Signature _____ Semester Fall/Spring 20 _____ Date _____

District Service should average 5 hours per work week, is directed and scheduled by the individual faculty member, and the allotted time may vary accordingly over the semester. The total requirement will be 85 hours per semester (fall and spring only).

The District will send out the District Service Activities Form to the faculty member to be completed and turned into the Dean or appropriate administrator within five days of the end of the semester on the District Service Activities Form.

Please note - time counted towards the District Service obligation cannot also be counted towards Flex or Salary Schedule Advancement.

APPENDIX F-1
GRIEVANCE AND COMPLAINT FORMS

GRIEVANCE FORM

Name: _____ Location: _____

Brief Statement of Grievance
(written statement must be filed within 20
days from the date of occurrence.

(1) Date of Event Creating Dispute

Relief Sought

Step I – Informal Meeting

If settlement is not reached informally with immediate supervisor, grievant should proceed to Step II.

Step II

Received by: _____
Immediate Supervisor

Findings:

- (1) Date Received: _____
Must be within 20 business days of occurrence
- (2) Date of Meeting: _____
- (3) Date Completed: _____
Written decision must be within
10 business days of (1)
-

Step III

Received by: _____
Vice President

Findings:

- (4) Date Received: _____
Must be within 10 business days of (3)
- (5) Date of Meeting: _____
Must be within 10 business days of (4)
- (6) Date Completed: _____
Written decision must be within
10 business days of (5)
-

Step IV

Received by: _____
President

Hearing Officer selected

Hearing:

- (7) Date Received: _____
Must be within 30 business days of (6)
- (8) Date selected: _____
Must be within 5 business days of (7)
- (9) Date of Hearing: _____
Must be within 10 business days from
agreement on Hearing Officer (8)
-

Hearing Officer Decision Received:

President

- (10) Date Received: _____
Must be within 10 business
days of hearing
-

President's Decision Completed

- (11) Date Filed: _____
Must be within 10 business days of (10)
-

Optional Step IV

Received by: _____
President

Board Hearing:

- (12) Date Received: _____
Must be within 30 business days of (6)
- (13) Date of Hearing: _____
- (14) Date of Decision: _____

APPENDIX F-2

UNLAWFUL DISCRIMINATION/HARASSMENT COMPLAINT FORM



SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
OFFICE OF HUMAN RESOURCES

Administrative Procedure 3435.1

Unlawful Discrimination/Harassment Complaint Form

Name: _____
Last First

Address: _____
Street or P.O. Box City State Zip

Phone: Day () Evening ()

I Am A: Student Employee Other: _____

I Wish To Complain Against: _____

Date of Most Recent Incident of Alleged Discrimination: _____
(Nonemployment complaints must be filed within one year of the date of the alleged unlawful discrimination. Employment complaints must be filed within six months of the date of the alleged unlawful discrimination)

I Allege Discrimination Based on the Following Category Protected under Title 5: (you must select at least one):

- Age
- Ancestry
- Color
- Ethnic Group Identification
- Mental Disability
- National Origin
- Physical Disability
- Race
- Religion
- Retaliation
- Sex (includes Harassment)
- Sexual Orientation

Clearly state your complaint. Describe each incident of alleged discrimination separately. For each action provide the following information: 1) date(s) the discriminatory action occurred, 2) name of individual(s) who discriminated; 3) what happened; 4) witnesses (if any); and 5) why you believe the discrimination was because of protected group status [religion, age, race, sex or whatever basis you indicated above] and/or, if applicable, why you believe you were retaliated against for filing of complaint or asserting your rights. *(Attach additional pages as necessary.)*

What would you like the District to do as a result of your complaint -- what remedy are you seeking? _____

I certify that this information is correct to the best of my knowledge.

Signature of Complainant

Date

Send this form to the Office of Human Resources,
5151 Pacific Avenue, Administration 102, Stockton, CA 95207
HR to forward to Chancellor's Office-Attn: Legal Affairs Division, 1102 Q Street, Sacramento, CA 95814-6511

APPENDIX G
READER BUDGET AND BONUS UNITS

Method of Computation

1. Reader budget and bonus units for lecture classes.

WSCH = Weekly Student Contact Hours

DSCH = Daily Student Contact Hours

SCH = Student Contact Hours

Total assignment of eligible lecture classes:

Census Classes: $\frac{WSCH \times 17.5}{525}$ = FTES

Daily Census Classes: $\frac{DSCH \times \text{Days}}{525}$ = FTES

Positive Attendance: $\frac{SCH}{525}$ = FTES

$\frac{\text{FTES}}{\text{Teacher Units}} = \frac{\text{Census FTES} + \text{Daily Census FTES} + \text{Pos. Att. FTES}}{\text{Teacher Units}}$

2. Reader Budget for Other Classes

Reader budgets will be awarded to classes in English Composition, Reading, Basic Skills Mathematics, English as a Second Language, Communication Studies and World Languages at the rate of \$205.80 per class, based on the \$14/hour minimum wage in effect in 2021.

APPENDIX H
TENURE REVIEW GUIDELINES

Tenure – Year One – First Contract Year

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An orientation session will be held for the new Tenure Review Committee members.

The Tenure Review Committee elects a chairperson and establishes a work schedule.

A pre-evaluation conference is held by the appropriate TrAC Dean/Director/Supervisor and the candidate.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the Faculty Tenure Review Committee members will be completed by the end of the tenth week of the Semester. If the situation warrants, additional visitations will be made at the discretion of the TrAC Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against continuation to a second-year contract.

February/March

The committee or a designated committee representative meets with the candidate to inform the candidate of the committee's recommendations.

Recommendations are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against renewal to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of continued employment or termination is sent to the faculty member by the Office of Human Resources.

Tenure – Year Two – Second Contract Year

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review committee. An orientation session is held for new Tenure Review committee members.

The Tenure Review Committee establishes a work schedule.

A pre-evaluation conference is held by the appropriate TrAC Dean/Director/Supervisor and the candidate.

Visitations for the second-year evaluation will begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the end of tenth week of the Semester. If the situation warrants, additional visitations will be made at the discretion of the TrAC Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against continuation to a two-year contract.

February/March

The Committee or a designated committee representative meets with the candidate to inform the candidate of the committee's recommendation.

Recommendations are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against a two-year contract to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of continued employment on a two-year contract or termination is sent to the faculty member by the Office of Human Resources.

Tenure – Year Three – Third Year Contract

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An orientation session is held for the Tenure Review Committee members.

The Tenure Review Committee establishes a work schedule.

A pre-evaluation conference is held by the appropriate TrAC Dean/Director/Supervisor and the candidate.

Visitations for the third-year evaluation will begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the 15th of March. If the situation warrants, additional visitations will be made at the discretion of the TrAC Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets to discuss the candidate's progress to tenure and makes plans to assist the candidate if necessary.

February/March

The Committee or a designated committee representative meets with the candidate to inform the candidate of the committee's recommendation, commendations, and concerns.

Tenure – Year Four – Third Contract Continued

August/September

The Assistant Superintendent/Vice President of Instruction or Assistant Superintendent/Vice President of Student Services convenes the Tenure Review Committee. An Orientation session is held for Tenure Review Committee members.

The Tenure Review committee establishes a work schedule.

A pre-evaluation conference is held by the Appropriate TrAC Dean/Director/Supervisor and the candidate.

Visitations for the fourth-year evaluation begin.

Mutually agreed upon visitations by the Dean/Director/Supervisor and the faculty Tenure Review Committee members will be completed by the end of the tenth week of the semester. If the situation warrants, additional visitations will be made at the discretion of the TrAC Dean/Director/Supervisor.

A post visitation discussion will be held within twenty (20) duty days of the visit.

December/January/February

Administrative evaluations are submitted to the candidate. The Tenure Review Committee meets and makes a recommendation to the Superintendent/President for or against a recommendation for tenure.

February/March

The committee or a designated committee representative meets with the candidate to inform the candidate of the committee's recommendation.

Recommendations for tenure are submitted to the Superintendent/President following the scheduled meeting with the candidate. The Superintendent/President recommends for or against a tenure to the Board of Trustees prior to March 15.

March

Following the Board action but no later than March 15, notice of tenure or termination is sent to the faculty member by the Assistant Superintendent/Vice President.

APPENDIX I
MEMOS AND LETTERS OF UNDERSTANDING

This appendix contains all current memos and letters of understanding between the Association and the District. It is understood that future agreements of this type will be added to this Appendix as needed. It is further understood that the negotiable items covered by a memo or letter of understanding contained in this Appendix shall be extended beyond the expiration date of the memo or letter, unless the Association and the District meet and negotiate a new agreement.

APPENDIX J
MOUNTAIN HOUSE AND OTHER CENTERS

The initial level of full-time faculty staffing at the Mountain House Center shall be seven (7) FTE faculty. The composition of the founding faculty shall take the following form commencing with the fall 2008 semester:

An entitlement in Electronics Technology

An entitlement in Chemistry

An entitlement in Counseling

An entitlement in Mathematics

An entitlement in Biology

An entitlement in either

English,

Communications (for speech instruction),

or a combination of the two.

An entitlement drawn from the Humanities, Social Science, Education, Kinesiology and Athletics TrAC including the various disciplines in the social sciences, the humanities, or Languages, Library and Learning Resources.

The Vice President of Instruction will invite full-time faculty possessing the requisite minimum qualifications to apply to transfer into the Mountain House entitlements that are open. A screening committee composed of the following members will review the applications:

The Vice President of Instruction

The Vice President of Student Services

The Associate Dean of the Mountain House Center

The President of the Academic Senate

The Vice President of Human Resources and Risk Management

A faculty member selected by the Academic Senate President

The President of the San Joaquin Delta College Teachers Association

The screening committee will review the transfer applications and use agreed-upon criteria to rank the transfer applicants based on 1) demonstrated teaching mastery; 2) evidence of service to the college and community; 3) evidence of significant professional accomplishments; 4) program fit with identified instructional needs in Mountain House. The committee will make a decision to recommend a candidate for transfer and forward its recommendation to the President/Superintendent for Board of Trustees approval.

In the event that an entitlement is not pursued by faculty seeking a transfer request by the specified deadline or the screening committee decides not to recommend a transfer candidate for the entitlement, the Associate Dean of the Mountain House Center will identify the particular discipline to be filled and notify the Vice President of Human Resources and Risk Management. The Human Resources Office will begin formal

recruitment for a new faculty member using the standard policies and procedures of the college.

The District and the Association agree that any approved transfer of a full-time faculty member to the Mountain House Center will result in the hiring of a replacement faculty member for the Stockton campus. As a result, the transfer process for Mountain House shall result in no net loss of full-time faculty entitlements at the Stockton campus.

The District agrees to establish a dedicated full-time librarian position at the Mountain House center when the facility is open for operation. The District will use the same transfer screening process described in above in Article 15.4.2, 15.4.3, and 15.4.4 for filling any librarian entitlement at the Mountain House Center.

The parties agree that transfer faculty who move into entitlements at the Mountain House Center will have the option of returning to the Stockton campus if a new entitlement is approved in a discipline for which they meet minimum qualifications. Exercise of the transfer return right will only occur when a vacant entitlement exists for which the candidate meets minimum qualifications. If such a return occurs, the District will seek a candidate for the vacated entitlement at the Mountain House Center.

The District and the Association agree to meet and confer to design a similar transfer agreement and screening process for future openings of new centers in Lodi, Manteca, Galt, the Foothills, and any other facility designated as an educational center by the District and the California Community College Chancellor's Office. The parties also agree to use the transfer process as a mechanism for staffing future entitlements at the Mountain House Center, allowing full-time faculty to apply for transfer to the center before opening up recruitment for new faculty.

APPENDIX K
COUNSELOR/LIBRARIAN WORK LOAD HOURS

Instruction Units Taught	Counseling/Librarian Contact Load Hours
0	25 hours
0.5	24 hours 0 minutes
1	23 hours 0 minutes
1.5	22 hours 30 minutes
2	21 hours 30 minutes
2.5	20 hours 30 minutes
3	20 hours 0 minutes
3.5	19 hours 0 minutes
4	18 hours 0 minutes
4.5	17 hours 30 minutes
5	16 hours 30 minutes
5.5	15 hours 30 minutes
6	15 hours 0 minutes
6.5	14 hours 0 minutes
7	13 hours 0 minutes
7.5	12 hours 30 minutes
8	11 hours 30 minutes
8.5	10 hours 30 minutes
9	10 hours 0 minutes
9.5	9 hours 0 minutes
10	8 hours 0 minutes
10.5	7 hours 30 minutes
11	6 hours 30 minutes
11.5	5 hours 30 minutes
12	5 hours 0 minutes
12.5	4 hours 0 minutes
13	3 hours 0 minutes
13.5	2 hours 30 minutes
14	1 hour 30 minutes
14.5	0 hours 30 minutes
15	0 hours 0 minutes

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 or Librarian related activities (as specified in the contract)
- The unit/hour ratio is 1/.6 so one unit is equal to 1.666 hours (therefore Counselors and Librarians are responsible for 25 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).
- The amount of hours/units required will be adjusted downward, pursuant to the above chart commensurate with any units taught for load.

APPENDIX L

RETIREE GROUP I – HEALTH AND WELFARE COVERAGE

Group I as defined in Section 10.8.2: Group I includes Faculty employees who were employed prior to October 20, 1987 and have twenty (20) years of continuous district service immediately preceding their retirement under State Teachers' Retirement System or State Employees' Retirement System.

MEDICAL	Anthem Blue Cross	Kaiser Permanente
Deductible	\$100.00 Ind \$300.00 Fam	\$0.00
Out of Pocket Maximum	\$300	\$1500.00 Ind \$3000.00 Fam
Co-Insurance	90/10	not applicable
Office Visit Co-Pay	\$10.00	\$0.00
Prescription 30-Day	\$5.00 Generic \$8.00 Brand	\$5.00
Prescription 90-Day	\$10.00 Generic \$18.00 Brand	\$5.00

DENTAL	Delta Dental of CA
Incentive	70-80-90-100%
Annual Maximum	\$1,000.00
Prosthodontics	70-80-90-100%

VISION	Vision Service Plan	
Lenses	Once every 12 months	<i>Single vision, lined bifocal and trifocal</i>
Frames	Once every 24 months	<i>\$150.00 frame allowance</i>
Co-Pay	\$100	

LIFE	
< 60 Years of Age	\$8,000.00
60 - 64 Years of Age	\$6,000.00
65 - 69 Years of Age	\$3,000.00
70 - 74 Years of Age	\$2,000.00
75 or Older Years of Age	\$1,000.00

