

from
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11-27-17

ARTICLE 3
Salary

3.1 ~~increase compensation by 3.25% to cover increases to salaries and health insurance premiums (See Section 4.5) as follows: .37% for health insurance premium increases (Section 4.5), 1% increase to the non-contract salary schedule to make progress on pro-rata pay (Section 3.4); and remaining dollars to be used for an across-the-board salary increase on both the contract and non-contract faculty salary schedules (Sections 3.1.A and 3.4)~~

3.1.A. All contract faculty members shall be compensated on the basis of the following schedule, effective July 1, 2016:

STEP	CLASS I Appropriate credential or MA	CLASS II BA + 45 Units With MA	CLASS III BA + 60 Units With MA	CLASS IV BA + 75 Units With MA	CLASS V Earned Doctorate
1	48,751	53,627	58,499	63,376	68,249
2	51,189	56,062	60,939	65,810	70,686
3	53,627	58,499	63,376	68,249	73,124
4	56,062	60,939	65,810	70,686	75,561
5	58,499	63,376	68,249	73,124	77,997
6	60,939	65,810	70,686	75,561	80,440
7	63,376	68,249	73,124	77,997	82,874
8	65,810	70,686	75,561	80,440	85,311
9	68,249	73,124	77,997	82,874	87,748
10	70,686	75,561	80,440	85,311	90,185
11	73,124	77,997	82,874	87,748	92,621
12	75,561	80,440	85,311	90,185	95,059
13	77,997	82,874	87,748	92,621	97,496
14	80,440	85,311	90,185	95,059	99,933
15	82,874	87,748	92,621	97,496	102,372

YEARS	Reflects base salary at Step 15 plus longevity increment				
16-20 6% of CL1 ST1	85,798.92	90,672.92	95,545.92	100,420.92	105,296.92
21-25 9% of CL1 ST1	87,261.37	92,135.37	97,008.37	101,883.37	106,759.37
26-30 12% of CL1, ST1	88,723.83	93,597.83	98,470.83	103,345.83	108,221.83
31+ 15% of CL1 ST1	90,186.29	95,060.29	99,933.29	104,808.29	109,684.29

Maximum of seven (7) years' credit for prior experience.

The maximum monthly rate for long-term substitutes/temporary non-tenure track assignments is ~~\$6,581.00~~ (1/10 of Class I, Step 8) -- Exceptions subject to Board approval.

3.1.B. Distribution of Pro-Rata Funds

The goal of the parties is to implement a pro-rata pay process that, over time, equalizes non-contract classroom faculty salaries to 75% of contract classroom faculty salaries and non-contract non-classroom faculty salaries to 100% of contract non-classroom faculty salaries.

Effective July 1, 2008, non-contract faculty will be paid based upon load and a salary schedule of 3 columns and seven steps. Non-contract classroom assignments and non-contract non-classroom assignments will be paid from separate salary schedules. The goal of pro-rata is to move the non-contract salary schedules toward a pro-ration of Columns I, III, V and steps 1 through 7 of the contract faculty salary schedule.

3.1.C. Salary is also subject to the following conditions:

~~(1) New contract employees shall receive a maximum of seven years credit for any combination of all prior full-time experience and pro-rata credit for all part-time teaching experience for the purpose of salary step placement. New non-contract employees shall receive a maximum of three years credit for any combination of prior full-time teaching experience and pro-rata part-time teaching experience for the purpose of salary step placement. New employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~

~~(2)(1)~~ The maximum monthly rate for long-term substitutes is 1/10 of Class I, Step 8, with credit for prior full-time teaching experience and (for those disciplines that require it) full-time professional experience directly or closely related to the discipline of the assignment and pro-rata credit for a ll District part-time teaching experience and (for those disciplines that require it) professional experience directly related to the discipline of the assignment for the purpose of salary step placement, subject to such exceptions as the Governing Board may determine in individual cases.

~~(3)(2)~~ At the option of the contract employee, the annual salary may be paid in ten or twelve equal monthly payments.

~~3.1.D. Effective July 1, 2015, the salary schedules for full- and part-time faculty shall be increased by 3.02% to all faculty active as of May 2, 2016.~~

~~Effective July 1, 2017, the salary schedules for full- and part-time faculty shall be increased by 1.502% 1.56% 2.25% to all faculty active as of [insert date].~~

~~3.1.E. Effective July 1, 2018 and henceforward, a proportional share of all positive Cost of Living Adjustments (COLA), growth funding and all other general fund revenue received by the District from the state shall be automatically passed on to the salary schedule for all full- and part-time faculty at the same rate as received by the state in a method to be determined by the Federation's Executive Council.~~

3.2 Classification-Initial Placement on Full-Time Instructor Salary Schedule

Initial placement in the salary classification set forth in Section 3.1 shall be determined by AFT Counter Package inc. Articles 3, 4, 5, 6, 13, 21 + App. F – Nov 29, 2017

Commented [oc1]: Added per 2016 negotiations and moved to 3.3.A(2)

Commented [oc2]: Added per 2016 negotiations

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the District according to the following criteria, after receipt by the VCCCD Human Resources department of appropriate verification of training and experience. All professional training shall be evaluated in terms of semester units (e.g., one-quarter unit equals 2/3 semester unit). New hires are encouraged to submit in person to VCCCD Human Resources all substantiating documentation in support of initial placement and to request a date-stamped copy of their submission. If substantiating documentation in support of initial placement is submitted electronically by a new hire, the VCCCD Human Resources Department shall communicate via email within five (5) working days of receipt of the substantiating documentation in support of the new hire's initial placement. The VCCCD Human Resources Department shall communicate via e-mail to the new hire within ten (10) days the disposition of their initial placement, provided there are no additional questions.

Movement from one class to another on the basis of vocational credentials and experience requires that the employee be teaching in a vocational subject matter area.

3.2.A. Qualifications for Class I are:

- (1) Possession of a Bachelor's degree from an accredited college or university; or
- (2) Possession of an appropriate credential or Minimum Qualifications in a vocational subject matter, based on occupational experience.
- (3) One additional step in Class I shall be granted for 15 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.
- (4) A second additional step in Class I shall be granted for 30 semester units appropriate to a Master's degree; or, in the case of instructors teaching under vocational credentials or Minimum Qualifications, to a Bachelor's degree and in excess of those units required for the vocational credential or Minimum Qualifications.
- (5) One such added step shall be deducted when transferring to Class II; two such added steps shall be deducted when transferring to Class III or a subsequent salary class.

3.2.B. Qualifications for Class II are:

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 45 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications possession of a Bachelor's degree from an accredited college or university, 15 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential

or Minimum Qualifications; or

- (3) Possession of an appropriate vocational credential or Minimum Qualifications, based on occupational experience, 15 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.
- (4) Upon the completion of one additional year at Step 15 in Class I, an instructor may move horizontally to Class II, to the same ratio relationship occupied in Class I, and then be granted the additional year of experience. Section 3.2.A(5) will be applied where appropriate.

3.2.C. Qualifications for Class III are:

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 60 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 30 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications; or
- (3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 30 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.2.D. Qualifications for Class IV are:

- (1) Possession of a Bachelor's degree from an accredited college or university, plus 75 semester units of appropriate study completed after the receipt of the Bachelor's degree and possession of a Master's degree from an accredited college or university; or
- (2) Possession of an appropriate vocational credential or Minimum Qualifications, possession of a Bachelor's degree from an accredited college or university, 45 additional appropriate semester units as approved by management beyond the Bachelor's degree, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience

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required to qualify for the vocational credential or Minimum Qualifications;
or

- (3) Possession of an appropriate vocational credential or Minimum Qualifications, issued on the basis of occupational experience, 45 semester units in addition to those required for such credential or Minimum Qualifications and appropriate to instruction in such vocational area, four years of full-time paid occupational experience directly related to the major instructional assignment in excess of those years of full-time occupational experience required to qualify for the vocational credential or Minimum Qualifications.

3.2.E. **Qualifications for Class V are:**

- (1) Possession of an earned Doctorate degree granted by an institution accredited for graduate or professional study.

3.3 **Administration of the Full-Time Faculty Salary Schedule**

3.3.A. Initial placement on the full-time faculty salary schedule shall be subject to the following conditions:

- (1) Professional preparation as defined in Sections 3.3.A(2), 3.3.A(3), and 3.3.A(4).
- (2) ~~Prior full-time professional teaching experience on a year-for-year basis and pro-rata credit for District part-time teaching experience, not to exceed seven years of such credit, for persons initially placed on the salary schedule. New contract employees shall receive a maximum of seven years credit for any combination of all prior full-time teaching and (for those disciplines that require it) full-time professional experience directly or closely related to the discipline of the assignment and pro-rata credit for all part-time teaching experience and (for those disciplines that require it) part-time professional experience directly or closely related to the discipline of the assignment for the purpose of salary-step placement. At the new hire orientation, VCCCD Human Resources will request from all new hires any substantiating documentation of non-District teaching and professional experience. New employees must provide written documentation of non-district teaching and professional experience not later than thirty (30) days following hire.~~
- (2) ~~New employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~
- (3) Credit for closely related non-classroom experience at the rate of one year of credit (not to exceed seven years total) for each two years of experience ~~outside the teaching field~~, where such activity occurs beyond years of required experience that are used by a state agency in awarding a credential or Minimum Qualifications. All such experience shall be subject to evaluation and approval by the District ~~in the same timely fashion as stipulated in 3.2.~~ Experience and additional educational degrees that were ~~afforded the applicant in securing the position during the interview process shall be considered in the initial placement of the new hire on the salary schedule.~~
- (4) The Governing Board reserves the right to make those exceptions in salary

AFT Counter Package inc. Articles 3, 4, 5, 6, 13, 21 + App. F – Nov 29, 2017

Commented [MWS3]: Removed private teaching. Verification difficult to impossible.

Commented [MA4]: Moved from 3.1.C(1)

Commented [MWS5]: Removed, unnecessary as there is already the "closely related non-classroom experience." Now includes all closely related non-classroom experience meeting criteria.

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placement it may deem essential to student, patron, or District welfare when in the Governing Board's judgment such action is required.

3.3.B. Advancement on the full-time salary schedule will be subject to all of the following conditions:

- ~~(1)~~ Evaluation of course credit shall be made by the District upon the recommendation of the College President or his/her designee. VCCCD HR shall inform the faculty member of the receipt of the individual's request for course credit advancement by email within five (5) working days, and shall respond to the faculty member's request within 30 working days, assuming no additional questions. Course credit shall be submitted on Form N.
- ~~(+)(2)~~ Notice of intent to complete academic units necessary to qualify for higher salary classification must be filed in the District's Human Resources Office not later than June 1 of the year preceding the academic year in which salary advancement will be sought. Confirmation of units completed must be provided to the District Human Resources Office prior to the beginning date of assignment in the academic year in which advancement is sought. Verification (by official transcript) of completed units must be provided to the District Human Resources Office not later than November 1 of the year in which advancement is made.
- ~~(2)(3)~~ Unit credit shall not be counted toward advancement on the salary schedule unless all of the following conditions are met:
 - a. Unit credit shall be completed in an institution accredited by a Regional Accrediting Commission which is recognized by the Federation of Regional Accrediting Commissions of Higher Education.
 - b. The units completed are related to the faculty member's assignment; or are obtained pursuant to a plan of study that has received prior approval by the Chancellor or his/her designee; or are unrelated to the faculty member's assignment, but have received prior approval by the Chancellor or his/her designee.
 - ~~c.~~ The unit credit completed is upper division or graduate level except as follows:
 - 1) lower division units completed by a vocational instructor who does not possess a bachelor's degree when such units are directly related to the major area of assignment;
 - 2) a maximum of ten (10) ~~→~~ lower division units completed in foreign language;
 - 3) a maximum of six (6) lower division units completed to provide computer literacy;
 - 4) a maximum of nine (9) lower division units completed to provide sensitivity to, and understanding of the diverse academic, social, economic, cultural, disability, and ethnic backgrounds of community college students. Introductory, general survey courses, such as

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Introduction to Sociology, Economics, Anthropology, or Psychology, etc., are excluded from this category.

~~e. Normally, not more than nine units total completed in correspondence or home study institutes, as administered by an accredited institution, may be counted for placement or advancement on the salary schedule. Exceptions to the nine-unit total must be approved in advance by the Chancellor or his/her designee.~~

~~d. Units completed in correspondence or home study institutes are not eligible for consideration for placement or advancement on the salary schedule.~~

~~d.e. To be counted for advancement beyond Column I, all units must be completed subsequent to the receipt of a Bachelor's degree from a regionally accredited institution. For instructors whose discipline requires professional experience directly or closely related to the discipline of the assignment, does not typically require a Master's degree as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook, units achieved prior to a Bachelor's degree but subsequent to initial salary placement on hire shall result in movement from one step to a higher step in the same column, at the rate of one step per fifteen (15) semester units, to a maximum of thirty (30) semester units (or two steps).~~

~~(3)(4)~~ A faculty member holding more than 67% of a full-time contract, and employed for more than 50% of the contract days specified in this Agreement (or who is on a paid leave or is otherwise eligible for salary advancement pursuant to Article 8 of the Agreement) shall receive yearly salary advancement of one step, subject to the provisions of this Agreement.

3.3.C. The evaluation of professional training or credits and/or degrees from foreign institutions not on the accredited list of the California State Department of Education may be submitted by the District for evaluation and comparability to such accredited institutions by any of the admissions offices of the University of California. ~~The District shall respond within sixty (60) working days to the faculty member seeking evaluation of said professional training or credits.~~

3.4 Rates for Non-Contract Assignments

3.4.A. All daily substitute faculty and all other faculty paid on hourly basis, including Summer Intersession faculty, shall be paid at the rates specified below, provided that:

(1) The service performed by a contract faculty member who is performing such service is in addition to any requirements prescribed as a part of such faculty member's regular contract employment.

~~(2)~~ Non-contract faculty who are not otherwise employed by the District will be compensated at ~~one-half their~~ hourly rate of pay, up to ~~three five (5) two (2)~~ hours per semester, for:

Commented [MWS6]: Language from MQ handbook

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- a. Attendance at division meetings held on ~~non~~-flex days
- b. Attendance at department meetings held on ~~non~~-flex days.

(3) Non-contract faculty who are not otherwise employed by the District will be compensated at their hourly rate of pay, up to four (4) hours per semester, for:

- a. Attendance at division meetings held on non-flex days
- e-b. Attendance at department meetings held on non-flex days

The hold harmless salary schedule is "locked-in" as published for fiscal year 2007-2008 and will not be increased by any future increases applied to the classroom or non-classroom salary schedule. Individual faculty salaries will be compared to the hold harmless schedule at the column and step each were paid in fiscal year 2007-2008. Those faculty who were paid in 2007-2008 from the hourly faculty salary schedule will be held harmless to that rate. Faculty who were employed prior to 2007-2008, have a PAL and longevity (i.e., they worked in at least one of the last 8 semesters), but did not work in 2007-2008 will be "held harmless" to the rate they made when they last worked. They will be given a hold harmless pay schedule rate closest to, but not less than, the rate they were last paid. Their appropriate current "load" rate will be compared to their hold harmless rate and they will be paid at the higher of the two. (Hold harmless rates for these faculty will be assigned only through 2010-2011. After that time, all faculty will either have a hold harmless rate or if not will be placed on the load schedule rate appropriate for their assignment.)

3.4.B. Effective July 1, ~~2013~~2016, compensation for non-contract services, including summer intersession, shall be based upon the following schedules,

SALARY SCHEDULES FOR PART-TIME ACADEMIC

FACULTY CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 2013 2016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	1,561	1,873	2,185
2	1,639	1,952	2,262
3	1,716	2,028	2,342
4	1,796	2,107	2,418
5	1,873	2,185	2,496
6	1,952	2,262	2,574
7	2,028	2,342	2,653

Commented [oc7]: Updated figures per 2016 negotiations

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FACULTY NON-CLASSROOM SALARY SCHEDULE PER .1 LOAD EFFECTIVE FALL 20132016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	2,082	2,496	2,912
2	2,185	2,601	3,017
3	2,288	2,705	3,122
4	2,393	2,808	3,225
5	2,496	2,912	3,329
6	2,601	3,017	3,434
7	2,705	3,122	3,537

Commented [oc8]: Updated figures per 2016 negotiations

The hourly salary schedule [shown below \(Table 3.4.B\(1\)\)](#) will be used to pay for the following assignments:

- o Stipends
- o Facilitators
- o Work experience
- o Non-contract faculty office hours
- o Department Chair evaluation pay (Section 13.1.F(3))
- o Pay for non-contract faculty attendance at Division [and Department](#) meetings-{Section 3.4.A(2),}

Timesheets will be required for [all positions listed above and for](#) substitutes, counselors with “up to hours,” cancellations of class after the beginning of the class, and a few classes with varying hours such as private lessons. Although these will require timesheets, they will be calculated and paid based on load or “hold harmless” if applicable.

Full term classes will be paid in five equal payments. Short term classes will be paid in equal payments. For short term classes that begin on or before the 15th, the first payment will occur at the end of the month in which the class begins and end the month the class ends. For short-term classes that begin after the 15th of the month, payments will begin following the month the class begins and ending the month the class ends.

Extra-large class stipends will be calculated on census date and will be paid in the months following the census calculation. The extra-large class stipend will not require an offer. Census information will be transferred to the payroll system and verified solely by payroll records.

[3.4.B\(1\)](#)

FACULTY HOURLY SALARY SCHEDULE EFFECTIVE FALL 20132016			
STEP	CLASS I Credential	CLASS II Masters	CLASS III Earned Doctorate
1	54.79	59.28	68.97
2	57.52	64.14	73.79
3	59.92	68.97	78.64
4	64.12	73.33	83.49

Commented [oc9]: Updated figures per 2016 negotiations

Commented [VPK10]: Update upon acceptance of 3.1.D.

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5	75.00	84.68	94.29
6	75.00	84.68	94.29
7	75.00	84.68	94.29

3.4.C. ~~With regard to initial placement on the part-time faculty salary schedule, new non-contract employees shall receive a maximum of three years credit for any combination of prior full-time teaching experience, and pro-rata part-time teaching experience, and (for disciplines which require it) professional non-teaching experience directly related to the discipline of the assignment for the purpose of salary-step placement. Placement shall not exceed Class II for non-credit teaching assignments. New non-contract employees must provide written documentation of non-district teaching experience not later than thirty (30) days following hire.~~

Commented [MA11]: Moved from 3.1.C(1)

3.4.D.

- (1) Movement from the "Credential" column to the "Master's Degree" column of the non-contract salary schedule requires possession of a Master's degree; or, for vocationally credentialed instructors only, at least four semesters of service at the 7th step of the "Credential" column.
- (2) Payment for services for regularly-scheduled semester-long assignments shall be made in five equal monthly installments during a semester.
- (3) Deductions for faculty services not rendered, and otherwise not compensable under the terms of this Agreement for regularly-scheduled semester-long assignments shall be made at the appropriate rate specified in Section 3.4.B for each hour for which services are not rendered.
- (4) When a faculty member completes only a portion of a regularly-scheduled semester-long assignment, compensation shall be made for that portion at the appropriate rate specified in Section 3.4B for hours of service actually rendered.
- (5) With the implementation of the new non-contract faculty salary schedule, effective July 1, 2008, based on load, no current faculty member shall have his/her salary reduced from the comparable rate (s)he is currently being paid for an equivalent load/assignment. A faculty member currently earning at a rate higher than in the new schedule will not receive increase until his/her rate in the new salary schedule is greater than his/her current rate.

3.4.E. Years of service for the purpose of establishing rates of pay advancement under the non-contract salary schedule shall be calculated by the District on the basis of faculty members' academic service in the District. Faculty will advance on the 7-step part-time schedule in the following manner and subject to the following conditions:

- (1) Advancement from one step to the next will occur beginning the semester after the faculty member completes four semesters of creditable service. Creditable service is the maximum of ~~two~~ three semesters of service within one academic year at Ventura County Community College District beginning with the fall semester. Salary advancements will be made only in the fall and spring semesters.

Commented [MWS12]: Not initial placement, but salary movement. Initial placement is addressed above.

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- (2) If a faculty member receives credit for full-time ~~or part-time~~ teaching experience ~~or (for disciplines which require it) professional non-teaching experience directly or closely related to the discipline of the assignment~~ upon initial placement on the salary schedule pursuant to Section ~~3.4.C-3.3.A.23 + C(1)~~ of the Agreement, this service will be counted as "creditable service" for advancement purposes.
- (3) The maximum credit for salary advancement under this section shall be two semesters in any one academic year beginning with the fall semester and ending with the summer intersession.
- (4) One semester of service shall require the teaching of at least one ~~full-~~semester course ~~of one unit or more~~ or its equivalent.
- (5) One full season of coaching shall be considered equal to one semester.
- (6) One ~~full-~~summer intersession of service shall equal one semester. ~~No more than one semester of creditable service may be accrued by any faculty member in any summer regardless of how many summer intersessions he or she may teach.~~
- ~~(7) For non-classroom faculty, 100-48 hours or more of academic non-classroom service in a single semester shall equal one semester.~~
- ~~(7) For the purpose of compensating for non-credit teaching assignments, faculty with such assignments shall not advance beyond Class II.~~

3.5 Stipend Agreement

3.5.A. The following faculty who regularly perform the following designated assignments which necessarily extend beyond the normal college day shall be compensated for such according to the following stipend formula based upon the current hourly rate:

(1) Coaching (per season)

a.	Basketball	110 hours + 20 hours for Head Coach
b.	Track	80 hours + 20 hours for Head Coach
c.	Cross Country	80 hours + 20 hours for Head Coach
d.	Tennis	80 hours + 20 hours for Head Coach
e.	Swimming	80 hours + 20 hours for Head Coach
f.	Football	110 hours + 20 hours for Head Coach
g.	Baseball	110 hours + 20 hours for Head Coach
h.	Golf	80 hours + 20 hours for Head Coach
i.	Wrestling	80 hours + 20 hours for Head Coach
j.	Water Polo	80 hours + 20 hours for Head Coach
k.	Softball	110 hours + 20 hours for Head Coach
l.	Volleyball	80 hours + 20 hours for Head Coach
m.	Soccer	80 hours + 20 hours for Head Coach

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- n. Athletic Director Minimum 20 hours per semester (for 1-10 teams)
Minimum 30 hours per semester (for 11-15 teams)
Minimum 40 hours per semester (for 16+ teams)

(2) Directing (2) and
(2)(3) Producing and Other Institutional Support/Service

- a. Music Groups 90-100 hours per major production (e.g., operas, musicals, etc.)
- b. Drama/Theater 1) 50 hours per major production for director
2) 50 hours per major production for producer
- c. Forensics 90 hours + 20 hours for Head Coach per semester
- d. Dance 50-80 hours per major production
- e. Journalism 80 hours per semester
- f. Literary Magazine 50 hours per major issue
- g. Art Gallery 50 hours per gallery
- h. Telecommunications 50 hours per major production
- hi. Model United Nations 45 hours per academic year
- ji. Automotive Technology (e.g., T-TEN Program, NATEF, ASE, etc.) 45 hours per academic year
- l. Diesel Technology 45 hours per academic year

Commented [MWS13]: Significantly less than current practice.

- 3.5.B. The amounts set forth as compensation for extra assignments under Section 3.5 of the Agreement shall be interpreted as lump-sum dollar stipends for the performance of various types of extra responsibilities, and shall be payable in pro-rata shares during a semester or season, whichever is applicable, to members of the Unit performing such assignments, irrespective of the actual number of hours expended in the performance of such duties. For the purpose of calculating the stipends payable under this section, the rates specified in Section 3.4 shall be utilized. Stipends listed in 3.5.A shall not be considered in determining whether a faculty member is working .67 FTE load under Education Code Section 87482.5
- 3.5.C. College management retains the right to determine the number and scope of sports, teams, groups, productions; or issues eligible for stipends under Section 3.5 that exceed the requirement for a course or activity as defined in the college catalog.
- 3.5.D. Head coaches of combined men's and women's teams shall receive an additional 20 hours per semester. If there is only one coach who has no assistant coach and she/he assumes responsibility for both a men's and women's team, the single coach will receive will receive an additional 20 hours per semester.

3.6

3.6.A Extra Contract Assignments

Extra days for extended contracts shall be comparable to those in academic year 1997-1998, unless the affected faculty member agrees to a different schedule of such extra days, or their Department Chair compensation in accordance with Article 13 modifies their extra day assignment.

Non-classroom faculty may include days between the end of the Fall semester and the beginning of the Spring semester, as well as spring break, as contract days with the approval of the Dean.

Designated positions shall receive contracts in excess of ten months for assignments indicated, (any faculty position that has Coordinator, Coordinator/Instructor or Counselor/Coordinator in the official job title shall be an eleven (11) month assignment):

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Position/Official Job Title	Time Subject to Assignment in School Months
Instructor/Department Chair	10 ¼, 10 ½, or 10 ¾
Aquatics Coordinator	11 months
Counselor	11 months
Coordinator, Student Health Services	11 months
EPS Counselor/Coordinator	11 months
Coordinator, DSPS	11 months
Veteran's Counselor/Coordinator	11 months
Coordinator of Institutional Research	11 months
Student Personnel Worker	11 months
Coordinator of Institutional Development	11 months
Nursing Coordinator/Director	11 months
EATM Coordinator	11 months
Title III Coordinator	11 months
Athletic Director	11 months
Matriculation Coordinator	11 months
Assessment/Retention Specialist	11 months
Coordinator, Dental Hygiene	11 months
PACE Coordinator/Instructor	11 months
Off-Campus Programs Coordinator	11 months
Transfer Center Coordinator	11 months
Title V Coordinator	11 months

No faculty will be harmed in making modifications to the ~~above~~ list of titles present ~~of~~ on the June 30 2016 CBA. Any faculty member with a designated focus (e.g., EAC DSPS Counselor) shall not be changed as a result of the above modifications.

Extra days of assignments for extended contract for all coaching positions shall be determined by the dean in consultation with the Athletic Director and coaches prior to the start of the academic year.

Extra days shall be calculated by the number of non-contractual days, excluding weekends, that fall during the sport's entire season, from when practice begins through the end of playoffs. (The Commission on Athletics Constitution shall be used to determine the dates of the start of practice and the end of playoffs for all sports.)

The amount of the extra contract shall be determined by dividing the number of non-contractual days (as outlined above) by 175. Example: Softball season practice begins Jan. 9 and playoffs end May 13. During this season there are eight non-contractual days (three holidays and five break days). Eight divided by 175 is .0457. The extended contract for the Head Coach for softball would be .0457 of a year.

Faculty who are in a coaching position on July 1, 2001 will not have their extra days of assignment reduced because of the implementation of this agreement.

ARTICLE 3 Salary

3.7 Monthly Rates on Instructor Salary Schedule

The basic monthly rate for a contract faculty member shall be one tenth of the yearly salary for the class and step in which such faculty member has been placed pursuant to the criteria and salary schedule set forth in this Article.

3.8 Contract Faculty Service Increments

Service increments based on years of service to the Ventura County Community College District, including continuous service to the Ventura Union High School District prior to July 1, 1962, shall be added to the base salaries as follows:

YEARS	Reflects base salary at Step 15 plus longevity increment				
16-20 6% of CL1,ST1	82,278.95	86,952.95	91,625.95	96,300.95	100,977.95
21-25 9% of CL1,ST1	83,681.43	88,355.43	93,028.43	97,703.43	102,380.43
26-30 12% of CL1, ST1	85,083.91	89,757.91	94,430.91	99,105.91	103,782.91
31+ 15% of CL1,ST1	86,486.38	91,160.38	95,833.38	100,508.38	105,185.38

3.9 Non-Contract Faculty Service Increments

A \$500 annual service increment based on years of service to the District shall be added to the basic salary of a non-contract faculty member after every 30 semesters of service for those academic years in which such faculty member is employed by the District. This provision applies only to non-contract faculty.

3.10 State Certification Salary Credit

A \$250 per semester salary credit will be added to Classes I through IV for contract faculty and a pro-rata salary credit commensurate with the semester load shall be added for non-contract members who are admitted to practice before the California Bar, are Certified Public Accountants, or who hold State of California registration, certification, or licensure from the State of California for Engineer, Architect, ~~or~~ Landscape Architect, Radiological Technician, EMT/Paramedics, Automotive Technician, Registered Nurse, or Dental Hygienist, if and only if such faculty member is teaching a course that is specifically and directly related to the holding of such State certification as determined by which discipline the course is assigned to on the Course Outline of Record in conjunction with the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook. Faculty shall not be eligible for more than one salary credit per semester.

3.11 Temporary Faculty

Temporary faculty (substitutes) shall be paid on a monthly basis, from the first day of assignment, limited to a maximum salary equal to Step 8 in Class I when such assignment occurs under one of the following conditions:

- 3.11.A. To replace a contract or regular faculty member who is on leave of absence for one semester or longer, when such replacement requires the temporary faculty member to work more than 67% of a full-time assignment; or

ARTICLE 3 Salary

3.11.B. When such temporary faculty member replaces the same contract or regular faculty member for a period of more than 20 consecutive working days at more than 67% of a full-time assignment; or

3.11.C. To meet a temporary increase in enrollment which, in the judgment of the District will not warrant creation of a permanent position, but which requires that the temporary faculty member work more than 67% percent of a full-time assignment.

3.12 Compensation of faculty members for independent research and development activities in excess of those normally considered part of a faculty member's workload, shall continue to be provided in those instances where District ~~or College determines its needs warrant and Research and Development Committee evaluations of a~~ research and development proposals ~~that~~ indicate that such compensation for any research and development project, whether proposed by a faculty member or requested by the District, shall be established by the District on the basis of available budget funds, the probable value of the completed research and development to the District educational programs, and the anticipated amount of work needed to complete such research and development.

3.13 Voluntary Deductions

The District will provide to all faculty access to voluntary deductions for approved vendor accounts, which may include, but are not limited to, Roth 403(b) and 403(b) IRAs. Prior to any changes being made to approved vendors, the District shall notify all faculty of said changes.

Article 4 – Health & Welfare Benefits

No proposed change.

5.1 Administration of Assignment

The Chancellor of the District is responsible for the assignment of faculty members within the District in accordance with the provisions of this Agreement.

The President of ~~the each~~ College is responsible for the assignment of faculty members within the College in accordance with the provisions of this Agreement.

5.2 Contract Teaching Assignments

5.2.A. The typical workload for all classroom teaching faculty members is an average of 40 hours per week and shall include:

- (1) An average of thirty hours per week which includes classroom teaching, preparation and grading for assigned classes, including submission of grades within two working days after finals and timely submission of census data.
- (2) Maintenance of five office hours per week for student conference. Faculty teaching Distance Education Courses online may conduct one office hour online for each .20 teaching load up to a maximum of two hours per week. The office hour schedule is subject to the approval of the appropriate Dean. Each full-time teaching faculty member shall schedule at least one office hour per teaching day. Exceptions for good reason are subject to the approval of the ~~Executive appropriate college Vice President~~. Schedules will be posted outside the faculty member's office and placed on file in the Office of Student Learning. An office shall be provided as a condition for requiring such scheduled office hours. The location of the office shall be determined in consultation with the faculty member and the appropriate Dean. The final decision for the location of faculty offices rests with the ~~appropriate college Vice President Executive Vice President~~. Contract faculty with partial teaching assignments shall maintain such office hours as are a pro-ration of the portion of the teaching contract held.
- (3) An average of five hours per week service for instruction-related student support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months.

Typically such activities may include the following:

- a. ___ continuing professional development;
- b. ___ sponsorship and support of student activities;
- c. ___ participation in budget development ~~and~~
- ~~e-d.~~ ___ employment interviewing procedures;
- ~~d-e.~~ ___ college and district committees;
- ~~e-f.~~ ___ department and division meetings;
- ~~g.~~ ___ curriculum development ~~or review~~;
- ~~f-h.~~ ___ ~~program development, review, and/or coordination and oversight~~;
- ~~g-i.~~ ___ articulation and matriculation;
- ~~h-j.~~ ___ writing of grant proposals and research projects;
- ~~i-k.~~ ___ recruitment and high school relations;
- ~~j-l.~~ ___ registration advisement;
- ~~k-m.~~ ___ activities of faculty governance, representation and advocacy;
- ~~l-n.~~ ___ preparation and updating of course outlines;

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o. community outreach and interface;

m. ~~preparation for courses that exceed the hours expressed in 3.2.A.(1).~~

5.2.B. Hours of Instruction

The classroom teaching load of a faculty member on full assignment shall be:

- (1) Teaching hours of faculty members shall be calculated on the basis of a contract classroom teaching assignment of 30 lecture or lecture-equivalent hours for an academic year (two semesters). The District will make reasonable efforts to attempt to equalize the distributions of such lecture or lecture equivalent hours between each of the two semesters. A faculty member may be assigned more than 16 or less than 14 lecture or lecture equivalent hours per semester as her/his contract teaching load only with her/his permission. A faculty member who wishes to teach an overload during a Spring semester must first fulfill her/his entire thirty-hour lecture or lecture-equivalent hour load assignment.
- (2) Lecture equivalent hours for laboratory teaching assignments shall be in a ratio of three hours laboratory teaching to two hours of lecture teaching (.67 of a lecture hour). Lecture equivalent hours for laboratory teaching assignments in the labs listed in Appendix F shall be in a ratio of four hours of laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
- (3) Lecture equivalent hours for lecture-laboratory teaching assignments shall be in a ratio of four hours lecture-laboratory teaching to three hours of lecture teaching (.75 of a lecture hour).
 - a. All coaching faculty shall meet their scheduled intercollegiate sport class during the entire semester of the season of the sport. When the sport season ends, other appropriate activities may be substituted for such class meetings with the concurrence of the Athletic Director, but in no case shall classes meet less than two (2) times a week.
 - b. Those coaches who elect to substitute other activities for class meetings shall prepare and submit a written plan, to be approved by the Athletic Director, which may include, but is not limited to recruitment, placement of athletes, advisement of students, high school relations, etc.
- (4) Faculty members who teach semester classes with attendance at the census date in excess of ~~60~~ ~~50-55~~ students will be given credit of an additional one-half teaching hour for each hour taught for each increment of ~~15-25~~ students in attendance above the ~~60~~ ~~50-55~~ students per class.
 - a. A team-teaching situation exists in the event that two or more faculty members are assigned to teach a single class offering which encompasses one course or a concurrent combination of courses.
 - b. The additional load credit for each member of a team is to be the additional load credit earned under the formula above [Section 5.2.B(4)], divided proportionally by the number of members of the team.
- (5) Weekly student contact hours between 300 and 600 are considered a normal assignment. Equalization of load shall be effected, so far as practicable, by assignment of additional:

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ARTICLE 5 Workload and
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a. Technical, laboratory, reader, or clerical assistance may be provided to an instructional division when student contact hours exceed the following:

- 1) English Composition, 450
- 2) Lecture Classes, 550
- 3) Laboratory Classes, 500

a-b. In the case of experimental programs, whenever the load assignment contemplated departs appreciably from established norms, class-weight credit to determine load assignments will be established by the President in conference with the Executive appropriate college Vice President, the Division Dean, the Department Chair, and the faculty member involved.

b.c. A faculty member may meet and confer at any time with his/her Division Dean and the Executive appropriate college Vice President, regarding his/her teaching load or its equalization.

A District-wide average of not less than 525 Weekly Student Contact Hours, exclusive of WSCH's earned as part of an overload or extra-hourly assignment, per full-time teaching faculty member, shall be established as management's goal.

- (6) Designation of new, updated or revised: ~~courses as~~ lecture, lecture-laboratory, laboratory courses (- or any combination thereof); for student credit hours as well as non-credit courses shall be made exclusively through by the each college's Curriculum Committee or Academic Affairs Committee, subject to review by the District Technical Review Workgroup- Instructional and the Chancellor, subject to approval by the Governing Board.
- (7) PCAP will not be implemented during the term of this Agreement.

5.2.C. Scheduling of Contract Assignments

- (1) Assignments of contract teaching load for contract faculty members shall have first priority over any other class assignments.
- (2) When the assignment for a teaching faculty member is prepared, primary consideration will be given the needs of the students, the professional training and experience of the faculty member, and the classes to be taught. Under no circumstance may a course be taught by any faculty member who does not possess the appropriate credential, meet the appropriate Minimum Qualifications (- or possess an equivalency as determined by Governing Board Policy) as stipulated in the current "Minimum Qualifications for Faculty and Administrators in California Community Colleges" handbook.
- (3) Course, section and room scheduling for individual faculty members shall be prepared within the Division in conjunction with the Department/Discipline, subject to approval by the appropriate Executive college Vice President. Such approval shall not be unreasonably withheld. Any such conflicts shall be resolved through informal discussions among the appropriate college Executive Vice President, the Division Dean, the Department /Discipline, and the affected faculty member.
- (4) Faculty members hired for a specific Department/Discipline shall be assigned in that Department/Discipline except as provided in the Transfer Article of this Agreement.

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ARTICLE 5 Workload and
Assignment

~~(4)~~(5) Without a faculty member's written consent a minimum of 12 hours shall elapse between the conclusion of the last class an instructor is assigned in one day and the first class he/she is assigned on the following day. If a contract teaching assignment is not available in the day work hours, the faculty member may be assigned classes during the evening hours to complete the full-time teaching assignment.

~~(5)~~(6) No faculty member shall be required to exceed any of the following maximums unless the faculty member consents in writing by accepting an offer of assignment:

- a. Number of course preparations - 3
- b. Consecutive lecture hours - 3
- ~~e~~ Break between classes in a day assignment - 4 hours.

~~(7)~~(7) Normally, contract faculty members will be assigned from 7 a.m. to 5 p.m. during a Monday through Friday time span. Faculty members may, with their consent and the approval of the college management, be scheduled for a non-traditional classroom assignment, but, in no case, fewer than four days.

When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate.

Such contract assignments may include, but are not limited to:

- a. A split assignment requiring both day and evening assignments for a full assignment.
- b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
- c. Innovative "field" courses requiring extended periods with the class at off-campus sites.
- d. A traveling assignment is a contract assignment, which includes more than one site in the District (mileage between work sites to be compensated by the District.)

~~(7)~~(8) Part-time faculty members shall be assigned duties and responsibilities in proration of a comparable full-time assignment.

~~(8)~~(9) Teaching faculty members shall begin class on time and shall not, without prior authorization, terminate any class before the required time of adjournment.

~~(9)~~(10) Substitute responsibilities: Hours of work, other than assigned classroom time, may be used to provide substitute services for a temporarily absent faculty member and shall be paid for at the hourly rate of pay.

~~(10)~~(11) If the services of a contract faculty member are terminated, the District shall send written notification to the Federation by certified mail within ten (10) working days.

5.3 **Contract Non-Classroom Faculty**

5.3.A. All contract non-classroom faculty on full assignment shall be assigned 35 hours per week.

- (1) Any regularly scheduled assignment in excess of 35 hours per week shall be compensated at the hourly rate as an hourly assignment.

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- (2) Assignments for individual faculty members shall be made by the Dean and be scheduled Monday through Friday only between the hours of 7 a.m. and 5 p.m. When the Dean determines there is a need for scheduled hours after 5 p.m. or on Saturday, assignments may be scheduled for four days per week between the hours of 7 a.m. and 8 p.m. and/or on Saturday between 7 a.m. and 5 p.m., with the agreement of the faculty member and the Dean. Faculty will make every reasonable effort to accommodate the Dean's request and to share responsibility with other members of their department with respect to evening and Saturday assignments.
- Scheduling for individual faculty members shall be prepared by the Dean, subject to approval by the ~~appropriate college Executive~~ Vice President. Any conflicts shall be resolved through informal discussions among the ~~appropriate college Executive~~ Vice President, the Dean, the Department Chair, and the affected faculty member. If resolution is not reached, the ~~appropriate college Executive~~ Vice President will determine the faculty's schedule.
- (3) When special conditions exist on a campus, as determined by college management, and it is deemed advantageous to students and the community served, non-traditional assignments shall be appropriate. Such assignments may include, but are not limited to:
- a. A split assignment requiring both day and evening assignments for a full assignment.
 - b. Saturday and/or satellite campus assignment as part of a full assignment in off-campus locations.
 - c. A traveling assignment which includes more than one site in the District (mileage between work sites to be compensated by the District).
- 5.3.B. A non-classroom faculty member may be allowed to teach as part of his/her full assignment with permission of the immediate Dean as well as the Dean of the division in which the faculty member will teach. For purposes of computing the clock hours, non-classroom faculty members who teach classes will have class preparation time on the basis of one hour for each hour in class, or as computed for teaching faculty. This section shall not be deemed to apply to teaching of an hourly assignment.
- 5.3.C. All non-classroom faculty members not on extended contract shall have the same contractual calendar as classroom faculty members except by mutual agreement.
- 5.3.D. Any non-classroom faculty member on full assignment may request and be assigned up to five hours per week for instruction-related student-support activities. The five hours per week service for instruction-related student-support activities for the academic year shall be submitted in writing to the Dean by December 31 and June 30 for the prior 6 months. Typically such activities may include the following:
- (1) continuing professional development;
 - (2) sponsorship and support of student activities;
 - ~~(3)~~ participation in budget development ~~and~~
 - ~~(3)~~~~(4)~~ employment interviewing procedures;
 - ~~(4)~~~~(5)~~ college and district committees;
 - ~~(5)~~~~(6)~~ department and division meetings;
 - ~~(7)~~ curriculum development ~~or~~ [review](#);

~~(6)(8) program development and oversight/coordination;~~

~~(7)(9) articulation and matriculation;~~

~~(8)(10) writing of grant proposals and research projects;~~

~~(9)(11) recruitment and high school relations;~~

~~(10)(12) registration advisement;~~

~~(11)(13) activities of faculty governance, representation and advocacy;~~

~~(12)(14) community outreach and interface.~~

5.3.E The following applies only to the counseling faculty:

- (1) Counseling faculty may serve extended day students as part of their normal workload or for hourly assignment pay, with the approval of the supervising Dean.
- (2) Counseling workload shall be subject to the limitations inherent in the nature of counseling, the number of students, the number of available appointment times, and the need for a quality-counseling program. The maximum number of students to counselors under the above criteria may be recommended by affected faculty and shall be subject to reasonable approval of the immediate supervisor.

It shall be a joint goal of management and the counseling staff to provide one FTE appropriate-credentialed counselor per 550 to 800 graded students on each campus.
- (3) In addition to regular division meetings, each counseling division may schedule one normal contract day per month for in-service training. Each campus will develop the in-service independently to best meet the needs of the counseling faculty.
- (4) A counselor may be scheduled up to six hours per week to coordinate specialized centers and/or program activities where professional expertise is required.
- (5) Each full-time counselor shall receive a minimum of 3 hours per week for the academic year for development projects, professional growth, research, staff development, transfer assistance, articulation, college/high school visitations and other college activities that directly benefit and promote the department/service area and the student. The hours of assigned time may be distributed in any way throughout the semester to average the weekly assigned time.

The assignment(s)/activity(ies) shall be decided upon after joint consultation between the counselor(s) and the appropriate manager, subject to the approval of the College President or his/her designee. Such approval shall not be unreasonably withheld.

5.4 Non-Contract Assignments

5.4.A. Eligibility

- (1) **Contract Faculty Members:**
 - a. May teach a maximum of one course (without regard to hours) or six class hours (without regard to the number of courses) per week at the extra hourly rate of pay, except for time required as a substitute.
 - b. May work a maximum of six clock hours of a non-classroom assignment per week at the hourly rate of pay, except for time required as a substitute, or in case of emergency, as determined

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by management. Faculty members receiving stipends or work experience, shall not be considered professional ancillary activities under Education Code section 87482.5 for the purposes of non-contract assignments listed under 5.4.A.(1).a.

- c. The sum of the assignments in (a) and (b) above shall not exceed six hours per week during any one semester except as stated above. Hours worked as a facilitator shall be counted in calculating a contract faculty member's extra-hourly maximum. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.

(2) **Non-Contract Faculty Members:**

- a. May be assigned a combination of teaching and non-classroom assignments to a maximum of not more than .67 FTE. Hours worked as a Screening Committee Facilitator shall not be counted in calculating a contract faculty member's extra-hourly maximum or a non-contract faculty member's maximum assignment.
- b. Amounts paid as stipends under Section 3.5 of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE under Education Code section 87482.5.
- c. If the services of a non-contract faculty member are terminated, the District shall send written notification, including reasons for the termination, to the faculty member and the Federation by certified mail within ten (10) working days.
- d. The performance of substitute services by members of the Unit shall not be considered as an assignment within the meaning of the Bargaining Agreement, or for the purpose of determining whether an individual is performing .67 FTE within the meaning of Education Code section 87482.5.

5.4.B **DEFINITIONS/APPLICATIONS**

(1) **Longevity**

- a. Longevity is defined as total regular semesters (excluding any winter intercession and summer sessions) of non-contract service in a discipline. Disciplines shall be defined in Appendix L, which shall be the current version of the "Minimum Qualifications for Faculty and Administrators in California Community Colleges."
- b. Non-contract faculty will be credited with five (5) semesters of longevity upon the completion of their fifth semester of service at a particular college. If the faculty member works at two (2) or more colleges within the VCCCD, he/she will be credited with the corresponding longevity at each college upon successful completion of his/her fifth sixth (6.5th) semester district-wide provided that his/her last evaluation was "Satisfactory" or "Excellent." at each campus/college, and he/she has served a minimum of two semesters at each college.
- c. A faculty member may hold different longevity in different disciplines. Faculty may be assigned in different disciplines at one (1) campus or at a combination of campuses, within the same semester.

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- d. If a faculty member holds longevity in a discipline and begins teaching in the same discipline at another college, longevity will be transferred upon the successful completion ("Satisfactory" or better evaluation rating) of the semester at the "new" college. If the "new college" fails to evaluate in the first semester, successful completion means a "Satisfactory" or better rating on the most recent evaluation on file. The faculty member will continue to accrue longevity only at the college(s) where s(he) is teaching.
- ie. A faculty member will be removed from the longevity list upon receiving two (2) consecutive performance evaluations with summary ratings of "Unsatisfactory" or three (3) consecutive evaluations with overall summary ratings of any combination of two "Needs Improvement" and/or "Unsatisfactory." (See Section 12.5.B(2).)
- If the faculty member is subsequently rehired within eight (8) semesters of removal from the longevity list, his/her longevity will be restored upon completion of the fifth (5th) semester provided the performance evaluation rating is "Satisfactory" or better.
- e-f. Accumulated longevity is held by a faculty member for life unless longevity is lost because he/she has not received assignments for the previous eight (8) semesters (except as provided by law), the faculty member resigns, or has been removed from the longevity list in accordance with Section 5.4.B(1)(e).
- (2) The district will provide to the Federation, by the fourth week of each semester, a longevity list by discipline for each college reflecting assignments for the previous semester, including the longevity, pre-longevity and previous assigned load (PAL) lists.
- (3) **Pre-Longevity Period:** A non-contract faculty member must complete four (4) semesters over a four-year (4) period of service over a four-year (4) period of service prior to being placed on the longevity list, regardless of the faculty member's PAL.
- (4) **Previously Assigned Load:** PAL is determined by ranking the faculty member's load from highest to lowest over the past eight (8) consecutive semesters at each college. PAL will be the second (2nd) highest ranked number. (PAL is non-transferable between colleges). For example, if a faculty member worked: .4; .0; .0; .2; 0; .6; .2; .6; load would be ranked as .6; .6; .4; .2; .2; 0; 0; and PAL would be .6.
- If a faculty member receives a committee summary/overall performance ratings evaluations in two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Unsatisfactory" OR any combination of performance evaluations in three (3) two (2) consecutive regular terms with committee summary/overall performance ratings (on Form C1) of "Needs Improvement" or "Unsatisfactory" his/her PAL will reduce to .2, or not less than one class.
- (5) **Preferred:** A non-contract faculty member evaluated as "Excellent" by a committee summary/overall performance rating majority of his/her evaluation committee shall be designated as preferred. If a faculty member receives two (2) consecutive committee summary/overall performance evaluation ratings of "Satisfactory" or one (1) committee summary/overall performance evaluation rating of "Needs Improvement" or "Unsatisfactory" by a majority of his/her evaluation committee he/she will be removed from the Preferred List. Faculty members on their college's Preferred List as of July 1, 2007 will remain on the list unless removed

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ARTICLE 5 Workload and Assignment

through evaluation. The District will use best efforts to ensure that at least 20% of the non-contract faculty in each division at each college are on the "preferred" list every semester.

(6) **Short Courses:** Load for non-contract assignments shorter than a semester shall be calculated by dividing the total number of hours assigned for the semester by 17 and rounding to the nearest half hour. (Total number of hours for a classroom assignment is determined by multiplying the number of hours assigned per week by the number of weeks a course is scheduled as indicated in the schedule of classes.)

(5) —

5.4.C. Non-Contract Assignment Procedures

(1) If classes/hours are available, non-contract assignments shall be made in the following order (a through e) unless distance education classes are required to provide the previously assigned load (as defined below). In the case of distance education, the Dean and Department Chair must concur that the non-contract faculty member is sufficiently knowledgeable in the instructional delivery mode to teach the course. If the Dean and the Department Chair do not agree as to whether to give a particular assignment to the faculty member, the appropriate appropriate college Vice President will determine the assignment. If a faculty member is dissatisfied with his/her assignment, the appropriate appropriate college Vice President will determine the assignment. (See Appendix I for tiebreakers.)

- a. Full-time faculty teaching extra-hourly and non-contract faculty on a college's preference list will be assigned their previously assigned loads in longevity order.
- b. Full-time faculty requesting new extra-hourly assignments.
- c. Other non-contract faculty members on the longevity list with previously assigned loads (PAL) will be given their PAL in longevity order.
- d. —

Priority for increased loads shall be considered in the order indicated in (a)-(c) above.

- e. When qualified new non-contract faculty members are not available, an intern may be hired. An intern may not be hired for more than four (4) semesters. An intern may accrue service credit to get on the longevity list; however, (s)he must complete four (4) semesters of teaching experience (as an intern or non-contract faculty member) and be hired as a non-contract faculty member according to the VCCCD hiring procedures in order to be added to the longevity list. Intern service experience will not count toward longevity.

If it is necessary to give a faculty member an assignment in excess of his/her PAL in order to provide a full PAL for that faculty member, this assignment shall be considered an incidental increase in assignment. The assignment may be made without a faculty member's request for an increased assignment listed on the ARF if the sole purpose is to provide a full PAL assignment for that faculty member. This incidental increase shall not be considered a violation of the other faculty members' priority rights for assignment under Section 5.4.C(1) and shall not be considered as a request for an increase as outlined in Section 5.4.C(1)d.

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ARTICLE 5 Workload and
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- (2) The Department Chair/Coordinator will consult with the Dean/immediate supervisor prior to any hourly assignments being recommended. All reasonable effort will be made to accommodate non-contract assignment requests regarding time(s), day(s), location(s) and course(s). If the Department Chair/Coordinator, and Dean/immediate supervisor do not agree as to whether to give a particular assignment to the faculty member, the Executive appropriate college Vice President will determine assignment. If a faculty member is dissatisfied with his/her assignment, the Executive appropriate college Vice President will determine the assignment.
- (3) **Assignment Request Forms and Work Offers**
- a. To receive an assignment for a subsequent semester, a faculty member, retiree, or manager must submit an Assignment Request Form (ARF) for that semester to the Human Resources Department. An ARF may be submitted electronically or as an email attachment to the ARF e-mail address in Human Resources. Return receipt of this e-mail shall be proof of submission.
- b. If requesting assignments in more than one (1) division/college, the faculty member must submit a separate completed ARF for each division/college.
- c. ARFs will be available on-line through the District's Intranet forms listing. Paper copies of ARF's will be available for pick up in the District Human Resources Department and at the Offices of the Executive appropriate college Vice Presidents.
- d. Notices for posting and submitting ARFs will be sent to placed in each faculty member by email to campus box at the time of posting.
- e. Schedule for posting and submitting ARFs:
- 1) **For Fall Semester Assignment:**
 - Post ARFs during the second week of the previous fall semester.
 - Submit completed ARFs at the end of the sixth week of the previous fall semester.
 - 2) **For Spring Semester Assignment**
 - Post ARFs during second week of the previous Spring Semester.
 - Submit completed ARFs at the end of the sixth week of the previous spring semester.
 - 3) **For Summer Intersession Assignment:**
 - Post ARFs during the second week of the previous Fall semester.
 - Submit completed ARFs at the end of the sixth week of the previous Fall semester.
- f. Schedule for issuing work offers:
- 1) **For Fall Semester Assignment:**
 - Issue Human Resources will email work offers in April of the previous Spring semester. Faculty must

Commented [MWS3]: Staff says this will be more convenient for adjuncts who may not get to the office much for a paper notice. Will also save much staff time.

ARTICLE 5 Workload and Assignment

~~accept or reject return signed~~ work offers in May of the previous Spring semester.

- 2) For **Spring Semester** Assignment:
 - ~~Issue E Human Resources will email~~ work offers in October of the previous Fall semester. Faculty must ~~return signed accept or reject~~ work offers in November of the previous Fall semester.
- 3) For **Summer** Assignment:
 - ~~Issue E Human Resources will email~~ work offers in March of the previous Spring semester. Faculty must ~~accept or reject return signed~~ work offers in April of the previous Spring semester.

A faculty member who fails to ~~accept return a signed a~~ work offer in accordance with the timeline specified in Section 5.4.C(3) may not be assigned a workload for that specific semester.

5.5 Class Cancellations

~~(4)~~ **(1) Effect of Class Cancellation.** In the event that a faculty member assigned on a non-contract basis has any part of his/her assignment as indicated in his/her offer of employment cancelled during the period between the time when the offer was made and ~~seven (7) calendar days before~~ ~~seven (7) calendar days before~~ the first day of instruction ~~on the instructional calendar classroom instruction~~, for the Fall ~~and~~ and Spring ~~and~~ Summer terms, the faculty member shall have the right to teach the assignment of the faculty member(s) with the least longevity in the same department/discipline (as defined in the current version of "Minimum Qualifications for Faculty and Administrators in California Community Colleges" and in accordance with 5.4 B(1)a.) (Appendix L) ~~and 6.3~~ to restore his/her cancelled assignment. ~~For on ground/face to face courses, the first day of instruction shall mean 12:01am the day of the first scheduled class session of a given course. For Distance Education courses, the first day of instruction shall be the same as on ground/face to face courses for the purposes of class cancellations.~~

~~(5)~~ **(2) Loss of Contract Assignment.** In the event that a contract faculty member has any part of his/her contract assignment cancelled, it shall be fully reinstated by assuming the equivalent amount of FTE load of a noncontract faculty member with the least longevity within the discipline grouping. In the event that assuming such FTE of the ~~lowest status least longevity~~ noncontract faculty member presents a time conflict with the remainder of the contract faculty member's assignment or a conflict with federal or state law, the contract faculty member shall assume the necessary FTE of the faculty member with the next appropriate assignment (one which presents no such conflicts) on the longevity list in the discipline, or at management's approval, the faculty member shall be allowed to utilize load equalization.

~~(6)(4)~~ **A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.**

5.65 Summer Intersession Assignments

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ARTICLE 5 Workload and Assignment

Summer Intersession assignment is a voluntary, extra or temporary assignment of a qualified faculty member to serve during the authorized Summer Intersession. This assignment is outside of the regular assignment basis and may be authorized only for the period between the last day of the Spring Semester and first day of the next Fall Semester.

5.65.A. All assignments are non-contract in the summer. Based on the assignment considerations listed in Section 5, faculty who submit an ARF within the deadline will be offered up to two classes (or the equivalent hours for non-classroom assignments for non-classroom faculty) in the following priority order:

- (1) Contract faculty in the discipline on the campus
- (1)
- (2) Non-contract faculty on the preference list in the discipline on the campus
- (2)
- (3) Other non-contract faculty in the discipline on the campus. Other non-contract faculty in the discipline on the campus
- (4) Faculty in the discipline from other campuses
- (5) New hires and management
- (4) New hires and management not currently teaching.

Faculty in the first four priority groups will be offered up to two (2) classes each (or the equivalent hours for non-classroom assignments) each. After these assignments have been made, the Dean, after consultation with the appropriate Department Chair, may move to priority group number 5 for further assignments or may elect to assign additional classes in priority order to faculty in groups 1 through 4 before proceeding to group 5. Accordingly, faculty members may be assigned a total of four classes (or the equivalent hours for non-classroom assignments) for the entirety of summer sessions.

5.7 Absence Reporting

Faculty members will make all reasonable efforts to report absences from any assignment in advance. If possible, day absences will be reported to the immediate supervisor and evening absences shall be reported to the supervisor on duty in the appropriate office. In any case, all absences must be reported within 24 hours of the absence whenever possible.

5.8 5.8 Faculty Service Areas (hereafter referred to as "FSA"): An FSA is defined as a service or instructional subject area or group of related services or instructional subject areas performed by faculty and established by a community college district for purposes of termination of services either for a reduction in force (RIF), reduction in student attendance, or reduction or discontinuance of a particular kind of program of study or kind of service.

No tenured employee may be terminated while any probationary employee or any other employee with less seniority is retained to render a service in a faculty service area in which the records of the District maintained pursuant to this Agreement reflect that the tenured employee possesses the minimum qualifications prescribed by the Board of Governors and is competent to serve under District competency criteria as defined in Section 5.7.A.

5.7.A: 5.8.A The list of FSAs in the District shall be the same list as the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" as defined by the Board of Governors. A faculty member will be considered "competent" in an FSA if the faculty member satisfies the state minimum

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ARTICLE 5 Workload and Assignment

qualifications for hire, including the equivalence provision, or holds the appropriate credential, for the discipline of the FSA.

If changes in the "Minimum Qualifications for Faculty and Administrators in California Community Colleges" are made by the Board of Governors, such changes shall automatically apply in this District. Should a change in the list affect a faculty member's FSA assignment, adjustments in the assignment will be made utilizing the methods established in this Agreement.

~~5.7.B.~~ 5.8.B. An employee may petition for recognition of competence in an FSA by using one of the following procedures. It shall be the responsibility of the employee to provide the District with all records necessary to substantiate the claim-of competence.

- (1) Petition ~~F~~ for Recognition of Competence in a new FSA by means of minimum qualifications or credential shall be by the following procedure: The employee shall petition the District for such recognition. The District will review and respond within two (2) weeks. ~~Should the District initially deny the petition, said rejection shall be communicated via both VCCCD e-mail and via Certified U.S. Mail with an explanation of why the petition was rejected. Rejection by the District shall not foreclose the faculty member's rights to petition again in the same FSA using the Districtwide equivalency process.~~
- (2) Petition ~~F~~ for Recognition of Competence in an FSA by means of ~~an the Districtwide~~-equivalency process shall be by the following procedure: The employee shall submit a Supplemental Application Equivalency Request Form ~~to the VCCCD Human Resources District HR and then the District will forward said the request~~ to the appropriate ~~Ddepartment/Ddiscipline~~ Equivalency Committee for review. ~~such recognition. Requests made prior to Feb-March February 1 shall be forwarded to Each The appropriate Equivalency Committee~~ ~~Ddepartment/Ddiscipline~~ will review submitted requests and determine equivalency status ~~within two (2) weeks~~ by a procedure determined in advance by the ~~Equivalency Committee Ddepartment/Ddiscipline~~ in accordance with established District policy/procedure on equivalencies. ~~The Equivalency Committee Department/Discipline will submit to the District VCCCD HR its binding recommendation with an explanation of why the petition was accepted or rejected. Rejection by the Equivalency Committee Department/Discipline shall not foreclose the faculty member's rights to petition again in the same FSA with new information.~~

~~5.8.7.C.~~ 5.9.C. New Contract Faculty: Within 60 days of hire, ~~T~~ the District shall provide each new faculty employee a list of those faculty service areas for which he or she possesses competence as determined by the employee's records on file with the District, ~~within 60 days of hire. This notice shall be both mailed via USPS and sent via District email.~~

~~5.8.7.D~~ Refusal to grant recognition in a faculty service area is grievable under Article 16, Grievance Procedure.

~~5.8.7.E.~~ The last day to apply for recognition of a faculty service area for use in a ~~subsequent~~ any academic year is February 15th of ~~that the prior~~ academic year.

5.98. Non Contract Office Hours

~~5.8.A~~ 5.9.A Non contract faculty assigned to teaching duties with .40-.20 FTE or more of a full-time load shall be compensated for one (1) office hour per week per semester, per class per .2 load up to a maximum of three (3) ten (10) six (6) hours per semester. Compensation shall be at the appropriate ~~noncontract~~- faculty hourly rate (See Table 3.4.B). Non-contract ~~faculty may perform their student~~

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ARTICLE 5 Workload and
Assignment

~~advisement hour(s) via internet. faculty assigned to teaching Distance Education Courses online shall be compensated as above, for one (1) office hour (which may be conducted online) per semester per .2 load up to a maximum of three (3) hours per semester, may conduct one (1) office hour online for each .20 teaching load.~~ Contract faculty teaching extra hourly or overload assignments shall not be eligible for non-contract office hours.

All non contract faculty receiving such compensation shall inform his or her students of the time and place of the office hours by including the schedule in the syllabus for each class that is a part of the faculty member's assignment. Upon request from the Department Chair or supervising administrator, the faculty member shall also furnish that person with a copy of the schedule. The above shall be in compliance with Education Code Sec. 87880 – 87885, et. seq.

5.9.B Amounts paid under 5.9. ~~8~~-A of the Agreement shall not be considered in determining whether a faculty member is working .67 FTE of the hours per week considered to be a full-time assignment under Education Code Section 87482.5 or under section 5.4.A(2) of the Agreement.

5.10 Non Contract Faculty Applying for Contract Positions

6 — A minimum of 25% (or no fewer than three) of non-contract faculty members who apply for a contract position in the District and who meet the qualifications for that position as specified in the job announcement and determined by the Screening Committee shall be interviewed by the Committee.

6-8.B5.8

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6.1 The number of students per class (class size) shall be ~~designed to promote student success and access and address student equity gaps and~~ subject to limitations inherent in the nature of the class, ~~instructor pedagogy~~, the size of the room, the number of available student stations and available equipment, and the safety of students. ~~"Fire code" room maximums shall be posted in each classroom and also be made publicly available for all classrooms in hard copy in the appropriate campus Vice President's office.~~ The maximum class size under the above criteria may be recommended by affected faculty through the relevant department, and shall be subject to reasonable approval of the ~~Executive~~ ~~appropriate campus~~ Vice President ~~of Student Learning~~ or his/her designee.

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6.2 **Maximum Class Size**

6.2.A. Faculty members may not enroll students beyond the ~~assigned~~ capacity ~~assigned by management stipulated in 6.1~~ without the ~~advance~~ approval of the Dean.

6.2.B The maximum class size for classes designed for students with disabilities shall be 20 or shall meet existing laws and regulations.

6.2.C. The maximum class size for English composition classes shall be 27.

~~6.2.D The maximum class size for Communication Studies public speaking based courses shall be 27, 30, 32.~~

~~6.2.E. The maximum class size shall be 24 for laboratory, activity and public performance based courses unless otherwise stipulated in this Article, statute or regulation or physical space constraints or safety concerns.~~

~~6.2.F. The determination of laboratory, activity and public performance based courses shall come from the Course Outline of Record.~~

~~6.2.G, DF D~~ Where state or federal law limits class size, or limitations on class size are required for compliance with an external accrediting agency (e.g., Nursing), class sizes shall be capped at the number specified by law or accrediting agency.

~~6.2.H. EG Maximum enrollment capacities class sizes for all courses class sections shall be documented in the Class Schedule on the Course Outline of Record for each course, subject to the review and approval of each college's Curriculum Committee.~~

6.3 ~~Upon reaching a minimum enrollment of 15 students, a regular credit course shall be offered and shall not be cancelled. A regular credit course must have at least fifteen (15) students enrolled by the last add date on the class roster to be eligible to. The minimum number of students enrolled in a regular credit course shall be 15 students at the end of the class adjustment period in order to to continue.~~

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New language

With a minimum of fifteen (15) students or more enrolled in a class, said class shall continue and shall not be cancelled.

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6.4 Exceptions ~~for regular credit courses with enrollments of less than 15~~ that may be approved on the basis of factors which include, but are not limited, to the following:

6.43.A. Individual classes that meet specific District graduation requirements.

6.43.B. A third or fourth semester of instruction in sequential class.

6.43.C. Single class offerings that are not scheduled annually, but meet specific curricular requirements.

6.43.D. Classes where added reimbursement pays one-half of the salary of the instructor or meets contract obligations with other agencies.

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- 6.43.E. A combined class of two or more levels of instruction scheduled at the same instructional hour ~~may~~ shall be considered for the continuance of each section on the total enrollment of the combined groups.
- 6.43.F. Introduction of a new course essential to adopted curricula or approved for experimental study.
- 6.43.G. Essential remedial classes in which instruction must be highly individualized.
- 6.54 The District shall establish the dates of the class adjustment period (that period during which registered students may add and drop courses) on each campus. The class adjustment period shall be scheduled for a minimum of ten (10) consecutive working days beginning with the first day that classes meet for instruction (not including flex days) each semester.
- 6.65 The District shall establish the dates of late registration on each campus. Late registration (that period after classes have begun and during which students may register to attend the District's colleges) shall be scheduled for a minimum of five (5) consecutive working days beginning with the first day of classes each semester.
- 6.76 Non-graded classes will be discontinued when attendance for any such class falls below 15 for two consecutive sessions unless an exception is specifically granted by the appropriate campus Executive Vice President.
- 6.87 First priority in resources (rooms, equipment, faculty) will be assigned to graded (credit) courses.
- 6.98 For Fall and Spring semesters, two weeks before start of semester, District will send email notice to instructors of all sections assigned to that instructor with enrollment of less than or equal to 25 15 students or 50% of the sections' enrollment cap, whichever is lower.
- ~~6.98 Enrollments for Distance Education courses shall be no greater than the maximum enrollment of a face-to-face largest face-to-face enrolled course in the same discipline in the largest usable space at the same college.~~

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13.1 **Department Chairs.**

The number and designation, creation, rearrangement, and deletion of Department Chairs shall be established by the District.

13.1.A. The Department Chair will be a faculty member nominated at an ~~advertised announced~~ department meeting and elected ~~by secret ballot. Voting may occur via one of two methods at the discretion of the Department and as decided at the nomination meeting.~~

~~Option One will be to vote by secret ballot at a subsequent advertised department meeting by those present at the meeting.~~

~~Option Two will be to vote by secret ballot over the span of an announced one week period where the ballots are submitted by the double envelope signed secret ballot method.~~

~~In both Option One ~~of and~~ Option Two voting shall be by secret ballot by contract and non-contract faculty members of the department. ~~present at the advertised department meeting. Notice of both meetings shall be at least one week (7 calendar days) prior to advertised meetings regarding the nomination or election of a Department Chair.~~ The Department Chair is subject to approval by the College President. In the event the College President fails to approve the elected chair, the department faculty will submit another name for approval to the College President. In the event the department members decline or fail to select a Department Chair, the Dean/immediate supervisor shall recommend a faculty member to the College President. Any faculty member so recommended may refuse to serve as Department Chair. A Department Chair will be appointed for a term of two years.~~

13.1.B. In departments such as, but not limited to, DSPS, EOPS, Athletics, ~~Library, of Nursing, Transfer Center, and Off-Campus Programs, which have a Coordinator/Director, the Coordinator shall function similarly to a Department Chair. However, a Coordinator/Director is assigned to oversee specialized programs or clusters of programs, and is compensated differently than Department Chairs.~~ All other departments will have a Department Chair.

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13.1.C. A department may be composed of one or more disciplines. All faculty members will be assigned to a department by the ~~appropriate campus Vice President, EVP. The formation of Proposals to form or modify departments may originate either from discipline faculty or by administrative initiative. Once formed, the deletion or merging of different disciplines into a single department shall only occur through the consent as indicated by a majority vote of the impacted faculty.~~

13.1.D. ~~Within the Department Chair's two year term,~~ Department Chairs shall be evaluated ~~annually~~ by the Dean/immediate supervisor ~~within the Department Chair's two year term and annually and~~ by faculty members in the department and shall be evaluated with regard to the duties of Department Chairs. ~~Evaluations of Department Chairs will be submitted for review to the appropriate Vice President who will make a recommendation to the College President. The College President shall complete a Summary Evaluation Report on Form C3~~ Evaluations of Department Chairs will be submitted for review to the ~~Executive Vice President who will make a recommendation to the College President.~~

13.1.E. A Department Chair may be removed from the assignment by the College President for unsatisfactory performance, ~~budget considerations, budget considerations,~~ or at the written request of a majority of the contract and non-contract department members.

13.1.F. Reassigned time shall be computed using a count of the total number of faculty in assigned at census date to assigned to teach classes for in the department.

The total number of faculty shall be calculated as the sum of:

the combined FTEF average number of such employees from the previous year's fall and spring terms OR shall be calculated 1 FTEF for each full time regular contract employee (regardless of reassigned time for any full time employee but for full time contract employees assigned to more than one discipline, their load shall be pro-rated in this calculation to that which is relevant to the Department assigned) and 0.2 for each hourly faculty member (regardless of each individual work offer/assignment), census.

FF

Reassigned Time: FTEF	Reassigned Time:
<u>1.496 or less</u>	<u>.1 .0</u>
<u>1.5 - 3.0</u>	<u>.2 .4</u>
<u>3.1 - 6.496 or less</u>	<u>.3 .20-FTE</u>
<u>6.56 - 9.910 More than 3 to 9.10</u>	<u>.4 .3-2 FTE</u>
<u>10.01 - 13.0 More than 10 to 15.6</u>	<u>.5 .44-FTE</u>
<u>13.1 - 16.0</u>	<u>.6 .5-FTE</u>
<u>More than 16.1 or more</u>	<u>.67 .8-6 FTE</u>

FTEF in a department is based on the total FTEF for all contract and non-contract faculty computed based on 1 FTE for each full-time regular contract employee (a full-time regular contract employee assigned to more than one department will be computed on a pro-rata basis) and 0.2 FTE for each hourly faculty member. The number of full-time regular contract faculty members and non-contract faculty members for an academic year shall be determined by the average number of such employees from the previous year's Fall census and Spring census.

(2) **Monthly Salary Differential**

A monthly salary differential of \$1000-\$400 for a total of ten months will be paid to each Department Chair who qualifies for any reassigned time for the assignment of a Department Chair. A Department Chair who does not qualify for reassigned time shall receive a monthly salary differential of \$500-350 for a total of ten months for the assignment of Department Chair. This salary differential shall be added to the contract faculty member's regular salary for STRS purposes if allowed by the STRS.

(3) **Hourly Pay To Participate In, And Coordinate Evaluation Of, And Interface With, Hourly Faculty**

For every hourly faculty member in the department, determined by the average of the number of hourly faculty members at the end of the previous academic year's

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Fall ~~term census~~ and Spring ~~terms census~~, the Department Chair shall be paid a total for the year of one hour of pay at the appropriate hourly rate.

(3)(4) Additional Weeks of Employment Per Year

Commencing with the 2013-2014 academic year, Department Chairs will be granted one additional week of employment per year to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. If the Department Chair is granted ~~3-6-6~~ reassigned time pursuant to this provision, then that Department Chair also shall be granted an additional one week of employment per year (for a total of two additional weeks of employment) to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. If a department has 20 FTE or more faculty over the previous year's Fall and Spring terms census, then the Department Chair will be granted two additional weeks of employment per year (for a total of three additional weeks of employment) to be jointly scheduled by the Dean/immediate supervisor and the Department Chair. Additional weeks shall be added to the contract faculty member's regular salary for STRS purposes if allowed by the STRS.

13.1.G. All Department Chairs who have not served as a Department Chair ~~nor received Chair orientation~~ during the last ~~three- two~~ years shall be required to participate in Department Chair orientation not to exceed two hours. ~~Said orientation shall be jointly held by the Federation and management, and all Department Chairs shall be compensated at their hourly rate for their participation.~~

(1). When possible, it is preferred that outgoing Department Chairs will provide mentorship to incoming Department Chairs.

13.1.H. The Department Chair may request that an Assistant-Chair be appointed. The Assistant-Chair will be a faculty member nominated by department members through a process established by the department. The Assistant Chair is subject to approval by the College President. An Assistant-Chair will be appointed for a term of one year. The Assistant-Chair shall assist the Department Chair in the performance of her/his duties in accordance with the needs of the department as determined by the department. The Assistant-Chair shall be paid a pro-rata share of the hourly pay calculated in Section 13.1.F(3) that would have been paid to the Department Chair. An Assistant-Chair assigned to the Department Chair with duties other than evaluation shall receive a pro-rata share of the release time calculated in Section 13.1.F(1) that would have been provided to the Department Chair.

13.1.I. The Department Chair shall provide leadership to the department and shall assist the Dean/immediate supervisor in duties such as:

- (1) Recruitment, selection, and orientation of the new faculty and classified employees who will be assigned to the department.
- (2) Development of department's instructional schedule.
- (3) Development and revision of curriculum including course outlines and course and catalog descriptions.
- (4) Evaluation of faculty in the department.
- (5) Development and conducting of department meetings, and preparation and distribution of minutes of all such meetings.
- (6) Communications with students, faculty, and other employees.
- (7) ~~Facilitating the M maintenance and improvement of facilities, equipment, and supplies.~~
- (8) Representation of, and liaison/advocacy for, the department within the College/District.

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~~(9)~~ Development and revision of program review documents, and student learning outcomes/~~service unit outcomes~~ assessment processes.

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~~(10)~~ Suggesting faculty to the Dean for substitute classroom/non-classroom assignments, as the needs arise.

~~(11)~~ Participation in the department's budget process.

~~(9)(12)~~ Coordination of review of requisite challenges or course placement exams.

~~(10)(13)~~ Other duties as determined jointly by the faculty in the Department Chair and the dean/immediate supervisor which that are reasonably related to the needs of the Department and the College and that are presented in writing.

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13.2 Facilitators.

The number and designation of Facilitators shall be established by the College President. The duties of a Facilitator shall be determined and assigned by the immediate supervisor. All Facilitator positions will be advertised at the college at least ~~five~~ ten (10) working days prior to selection. The appropriate manager shall interview qualified applicants and make a recommendation to the College President.

Exceptions to the above shall be made for facilitator hours related to the following assignments:

EOPS Counselor/Coordinator

Coordinator, ~~Special Education~~ Disabled Student Programs and Services (DSPS)

~~Veterans,~~ Counselor/Coordinator

Coordinator, Student Health Services

~~Transfer Center~~ Coordinator

~~Off-Campus Programs~~ Coordinator

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13.2.A. A Facilitator differs from a Department Chair in that the former is responsible for such things as a facility, activities, programs, special functions, events, or campus services. A Facilitator does not participate in the evaluation of faculty.

13.2.B. The extra duties of a facilitator shall be compensated at the appropriate established non-contract hourly rate.

13.2.C. Contract or non-contract faculty members serving as facilitators may have additional hourly assignments in combination with the facilitator assignment as specified in Section 5.4.A.

13.2.D. Non-contract faculty shall continue to accrue non-contract longevity during their service as facilitator.

ARTICLE 21 Term

21.1 ~~Except as otherwise provided in this Agreement, t~~

~~The term of this Agreement shall be from July 1, 20132016, until June 30, 20162019, provided however, there will be reopeners in the second and third years of this Agreement on Articles 3 and 4. Reopeners will occur under the following conditions:~~

- ~~(1) — An initial meeting to determine available funds will be held before March 15;~~
- ~~(2) — Initial proposals will be presented on or before June 1; and~~
- ~~(3) — The parties will utilize the Negotiations Procedures set forth in Appendix A, with the exception of paragraph 4.~~

21.2 In the event that either party desires to negotiate the provisions of a successor Agreement, such party shall serve upon the other, during the period from December 15, 20152018, to January 31, 20162019, its written request to commence negotiations as well as its proposals for any modifications or alterations of the Agreement that it proposes to include in such successor Agreement. Any Article or Section of this Agreement that either party does not propose to amend shall be presumed to be jointly proposed for continued inclusion in any successor Agreement. Upon receipt of such written notice and proposal, the other party shall promptly prepare and submit its ~~full~~ proposals, and negotiations shall begin thereafter ~~and~~ no later than March 1, 2019.6.

21.3 Negotiations procedures set forth in this article and Appendix A shall apply equally to both parties at all times.

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Science Classes Approved for a Load Value of .75*

- Anatomy
- Anthropology
- ~~Art, Commercial Art, Fine Art~~
- Astronomy
- ~~Automotive, Automotive Body Repair & Paint, Automotive Technology~~
- Biology
- Botany
- Chemistry
- ~~Commercial Photography, Photography~~
- ~~Criminal Justice, Administration of Justice~~
- ~~Dance~~
- ~~Dental Assistant~~
- ~~Dental Hygiene~~
- ~~Engineering~~
- English Writing Labs
- Environmental Science, ~~Environmental Technologies~~
- ~~Exotic Animal Training Management~~
- ~~Geography, Physical Geography~~
- Geology, ~~Earth Sciences~~
- ~~Health, Health Education, Health Care Ancillaries Science, Nursing Science~~
- Health Science, ~~Nursing~~, Nursing Science, ~~Nursing Clinical Practice~~
- ~~Intercollegiate Athletics~~
- ~~Kinesiology~~
- ~~Learning Skills~~
- Marine Science
- Math Labs
- Meteorology
- Microbiology
- ~~Music~~
- ~~Nursing, Nursing Clinical Practice, Nursing Science~~
- ~~Physical Geography (moved up under Geography)~~
- ~~Physical Education~~
- Physical Science
- Physics
- Physiology
- ~~Radiologic Technology~~
- ~~Theatre, Theater, Theatre Arts, Theater Arts, Performing Arts~~
- ~~Water Science~~
- Zoology

Keep

* Effective July 1, 2018, as well as any course that is cross-listed (i.e., "Same as" courses) with a course on Appendix F.

One month following the ratification of this CBA, a non-binding jointly formed "Lab Value Task Force" composed of faculty and management shall be convened to explore and define the purpose of how and why some lab courses are valued at .67 while others are valued at .75. The Federation shall receive 1.2 reassign time for this purpose. Upon the commencing of successor negotiations, this "Lab Value Task Force" shall cease.

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